



REQUEST FOR QUOTATION

Contact person/Telephone Margaret D'Emic/212-435-3910	Collective# 0000019174 Bid Due Date 10/09/2009 Bids must be received no later than 11:00 AM on the above Bid Due Date. Deliver Goods/Services To: Path Waldo Stockroom 122 Academy St. Jersey City N.J. 07302
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Quantity	Description	Unit Price		Total	
	CRYSTAL SALT AND CALCIUM CHLORIDE PELLETS. SIX MONTHS REQUIREMENTS CONTRACT BEGINNING ON OR ABOUT 11/1/09 THROUGH 4/30/10. Delivery Requirement is 1-3 days from Order Placement. The terms and conditions in the attached "Information for Bidders/Stockroom Requirements Contract" (five pages) is included as part of this Contract. Quantities shown are for bid evaluation only, and there are no guarantees as to the actual amount, if any, that may be ordered. A price preference of 10% is available for NY/NJ Minority Business Enterprises (MBE) or 5% for NY/NJ Small Business Enterprises (SBE) Certified by the Port Authority (PA) by the day before bid opening for awards not exceeding \$1,000,000. My firm was certified by the PA as a _____ on _____.				
	PAYMENT TERMS PLEASE QUOTE FULLY DELIVERED PRICES	Total Delivered Price			

This Quotation is subject to the terms and conditions set forth on the back page hereof. Bidder is advised to read these before signing.

We have read the instructions and, if favored with an order, we agree to furnish the items enumerated herein at the prices and under the conditions indicated.

Signed _____

Firm Name _____

Telephone number _____ Date _____

Fax Number _____

Federal Taxpayer ID _____

Bidder
Must
Sign
in
Two
Places

NOTICE TO BIDDERS: Unless the following term of assurance that the above offer is irrevocable is signed, the offer submitted herein shall not be deemed to be complete.

The foregoing offer shall be irrevocable for 90 days after the date on which The PORT AUTHORITY TRANS-HUDSON CORPORATION opens this proposal.

Signed _____ Date _____

Firm Name _____



REQUEST FOR QUOTATION

Vendor No. 124246
CARGILL INC - SALT DIVISION
NORTH OLMSTED, OH 44070

Bid Due Date
10/09/2009

Quantity	Description	Unit Price		Total	
6,000 BAG	This is a Formal Bid Invitation Mail Sealed Bids to: The Port Authority of NY & NJ Attn: Bid Custodian Procurement Department One Madison Avenue, 7th Floor New York, N.Y. 10010 by the date and time listed above, where it will be publicly opened and read. Bids are only accepted Monday through Friday, excluding Port Authority holidays, between the hours of 8 A.M. & 5 P.M., via regular mail, express delivery service or hand delivery. If you do not use or have an envelope provided, you must clearly mark the outside envelope/package with 'BID ENCLOSED' and show the company name, address, as well as Bid number and Due date as stated on this bid document. A valid photo id is required to gain access into the building, to attend the bid opening or hand deliver a bid.				
	000424 SALT, CRYSTAL, MELTS ICE AND SNOW, PATH WILL				
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REQUEST FOR QUOTATION

Bid Due Date
10/09/2009

Quantity	Description	Unit Price		Total	
	ACCEPT 50 LB. BAGS ONLY(49 PER PALLET). PATH REQUIRES 1-3 DAY DELIVERY FOR THIS MATERIAL, TO POSSIBLY 3 LOCATIONS AS LISTED BELOW AND IN THE ATTACHED INFORMATION FOR BIDDERS/STOCKROOM REQUIREMENTS CONTRACT (PAGE 4, PARAGRAPH 8): #1) PATH WALDO STOCKROOM 122 ACADEMY ST. JERSEY CITY,N.J. 07302 #2) JOURNAL SQUARE TRANSPORTATION CENTER JERSEY CITY,N.J. 07306 #3) HARRISON CAR MAINTENANCE FACILITY FOOT OF CAPE MAY ST. HARRISON,N.J. 07029 THE VENDOR WILL BE NOTIFIED AS TO WHAT TYPE OF TRUCK CAN BE USED FOR DELIVERY, DEPENDING ON LOCATION EXAMPLE: FLATBED, CLOSED BED, TRUCK WITH TAILGATE. FLATBED TRUCKS FOLLOW THESE DIRECTIONS: FOR MATERIAL THAT REQUIRES DELIVERY ON AN OPEN FLAT BED TRUCK VENDOR MUST DELIVER ON AN OPEN FLAT BED TRUCK FOR SIDE UNLOADING BY FORKLIFT. UNLOADING TO BE PERFORMED BY				
	PLEASE QUOTE FULLY DELIVERED PRICES	PAYMENT TERMS		Total Delivered Price	

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REQUEST FOR QUOTATION

Bid Due Date
10/09/2009

Quantity	Description	Unit Price		Total	
	VENDOR USING VENDOR'S FORKLIFT. VENDOR AND TRUCKERS MUST CONTACT PATH AT LEAST 24 HOURS PRIOR TO DELIVERY TO SET UP DELIVERY BY CALLING 201-7070/7079 BETWEEN THE HOURS OF 7:00AM AND 2:30PM MONDAY THRU FRIDAY. VENDOR TO SUPPLY MATERIAL SAFETY DATA SHEET PRIOR TO DELIVERY TO ADDRESS ON PURCHASE ORDER. ALL DELIVERIES TO BE MADE BEWTWEEN 7:00AM AND 2:30PM MONDAY THRU FRIDAY. PATH STOCK NUMBER AND QUANTITY TO BE MARKED ON ALL PACKAGES. PATH WILL USE CONTRACT RELEASE FORMS TO PLACE ORDERS, WHICH WILL BE FAXED TO VENDOR.				
2,000 BAG	000427 CALCIUM CHLORIDE PELLETS,50 LB. BAGS(PACKED 56 BAGS PER PALLET).MSDS REQUIRED PRIOR TO SHIPMENT. DELIVERY INSTRUCTIONS ARE THE SAME AS FOR THE SALT INSTRUCTIONS ABOVE.				
PLEASE QUOTE FULLY DELIVERED PRICES		PAYMENT TERMS		Total Delivered Price	

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Signed _____ Date _____
Firm Name _____

PA280/9-03

TERMS AND CONDITIONS

1. The Port Authority (PA) reserves the right to request information relating to seller's responsibility, experience and capability to perform the work.
2. Unless otherwise provided, complete shipment of all items must be in one delivery FOB delivery point. Payment will not be made on partial deliveries unless authorized in advance by the party to be charged and the discount, if any, will be taken on the total order.
3. PA payment terms are net 30 days. Cash discounts for prompt payment of invoices may be taken but will not be considered in determining award, except in the case of tie bids.
4. Separate unit and total FOB delivered prices must be shown.
5. Sales to the PA and to PATH are currently exempt from New York and New Jersey State and local taxes and generally from federal taxation. The seller certifies that there are no federal, state, municipal or any other taxes included in the prices shown hereon.
6. The PA shall have the absolute right to reject any or all proposals or to accept any proposal in whole or part and to waive defects in proposals.
7. Unless the phrase "no substitute" is indicated, bidder may offer alternate manufacturer / brands, which shall be subject to Port Authority approval. Please indicate details of product being offered with bid.
8. Acceptance of seller's offer will be only by Purchase Order Form signed by the PA. No change shall be made in the agreement except in writing.
9. If the seller fails to perform in accordance with the terms of this purchase order, the PA may obtain the goods or services from another contractor and charge the seller the difference in price, if any, a reletting cost of \$100, plus any other damages to the PA.
10. Upon request, sellers are encouraged to extend the terms and conditions of any terms agreement with the PA to other government and quasi-government entities by separate agreement.
11. By signing this quotation or bid, the seller certifies to all statements on Form PA 3764 regarding non-collusive bidding; compliance with the PA Code of Ethics; and the existence of investigations, indictments, convictions, suspensions, terminations, debarments and other stated occurrences to assist the PA in determining whether there are integrity issues which would prevent award of the contract to the seller. The PA has adopted a policy set forth in full on PA 3764, that it will honor a determination by an agency of the State of New York or New Jersey that a bidder is not eligible to bid on or be awarded public contracts because the bidder has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing wage legislation. The Terms and Conditions of PA 3764 apply to this order. A copy can be obtained by calling (212) 435-3902 or at <http://www.panynj.gov/pdf/PA3764.pdf>.
12. The vendor may subcontract the services or use a supplier for the furnishing of materials required hereunder to such persons or entities as the Manager, Purchasing Services may from time to time expressly approve in writing. All further subcontracting shall also be subject to such approval.
13. The successful bidder (vendor) shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or that goods will be, are being or have been provided to it and/or that services will be, are being or have been performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

PATH STOCKROOM REQUIREMENT CONTRACT

Information for Bidders

1. AWARD METHOD

AWARD TO SINGLE BIDDER:

It is the intent of the Port Authority to award this Bid to one Bidder based on the total estimated delivered price for all items. However, the Port Authority shall have the absolute right to reject any or all bids or to accept any bid in whole or in part and to waive defects in bids.

2. CORRECTION IN COMPUTATION

Each Bidder shall insure that all information and figures are inserted as required and that all computations have been verified for accuracy. Bidders are advised that the Port Authority may verify only the quotation or quotations that it deems appropriate and may not check each bid for errors in computation. The Port Authority reserves the unqualified right to recalculate any and all extensions set forth by the Bidder. In the event there is a discrepancy between any unit price listed and the "Estimated Total Price" or the "Total Estimated Contract Price," the Bidder's unit price, shall prevail.

3. ACCEPTABLE PRODUCTS

This Contract may call for specific brands that have been deemed acceptable for the purpose intended. The Bidder may however, offer alternate products other than those listed hereunder. In the event the Bidder offers alternate products, the Bidder may be requested, at its own expense, to submit a sample of the proposed alternate along with a copy of the specifications for the sample being submitted. All samples shall become the property of the Port Authority upon submittal, and all samples submitted to the Port Authority for evaluation shall be delivered within seven (7) days of request. Failure by the Bidder to deliver samples within the required time frame may result in the rejection of the bid. All samples submitted by the Bidder will be evaluated by the Port Authority/PATH and the Port Authority/PATH will make the final determination as to whether or not the alternate product is acceptable. Samples of proposed alternate products shall be sent separately from the Bid. The package containing samples should clearly indicate the following: 1) the Bidder's name and address 2) the Quotation number, 3) the Bid due date. Additionally, each item must be tagged with the Port Authority Material Stock Number and Bidder's name and address. Samples of proposed alternate products are to be sent to: The Port Authority of New York and New Jersey, One Madison Avenue, 7th Floor, New York, NY 10010. The Bidder must identify the specific manufacturer and / or model number they intend to supply for alternate products only. The Bidder shall bear all costs of evaluation, if any. Should the proposed alternate product be deemed not acceptable, the Bidder shall be obligated to provide one of the listed acceptable brands and/or manufacturer and model numbers at the original quoted price to maintain eligibility for contract award.

STANDARD TERMS AND CONDITIONS

1. GENERAL AGREEMENT

The Vendor agrees to furnish and deliver on an "as needed" basis to the Port Authority's stockrooms as set forth herein, the Authority's stockroom requirements for the items set forth in the "Request for Quotation" form, within the calendar days indicated in paragraph 4 below. The furnishing and delivery shall be at the prices quoted in the Request for Quotation. The contract term is **6 months**. The dollar value of this requisition is for evaluation purposes only and there are no guarantees as to the actual amount, if any, that may be ordered. In full consideration for the performance of all duties and obligations hereunder, the Vendor agrees to accept from the Port Authority a compensation consisting of payment for the items or services supplied by the Vendor computed at the bid prices quoted in the Request for Quotation. The "Unit Prices" quoted **shall not exceed two decimal places**. The Port Authority Trans Hudson Corporation (PATH) is a third party beneficiary of this agreement and may order its requirements for stockroom items upon the same terms and conditions by issuing a separate purchase order.

2. EXTENSION PERIOD

The Port Authority shall have the absolute right to extend the Base Term for an additional period of up to one hundred and twenty (120) days subsequent to the Expiration Date of the Base Term, or the Expiration Date of the final exercised Option Period (hereinafter called the "Extension Period"), subject to the same terms and conditions as the previous contract period. The prices quoted by the Contractor for the previous contract period shall remain in effect during this Extension Period without adjustment. If it so elects to extend this Contract, the Port Authority will advise the Contractor, in writing that the term is so extended, and stipulate the length of the extended term, at least thirty (30) days prior to the expiration date of the previous contract period.

3. FACSIMILE EQUIPMENT

The Vendor shall have available a facsimile machine for receipt of releases via facsimile message from the Port Authority.

4. PURCHASE ORDERS

Releases against the Contract for the Port Authority/PATH stockroom(s) will be coordinated using Purchase Orders issued by Port Authority/PATH. Purchase Orders may be verbal or in writing. If verbal, the Port Authority will confirm all orders by a facsimile hard copy transmission bearing the stock number, quantity, delivery location and Purchase Order number. The Vendor shall accept Purchase Orders only from the Material Control Group or PATH. The Vendor shall deliver within **1 to 3 business days**, from receipt of Purchase Order. There shall be no minimum quantities or dollars per order.

5. ADDITIONAL ITEMS

Additional related items may be added to this contract by the Manager, Purchasing Services Division. If the items on the contract were bid at a specified discount off list price, additional items, as determined by the Manager, Purchasing Services, shall be priced at the same discount. Prices for items not covered by a discount off list price may be negotiated or bid by the Buyer, and added to the order if prices are deemed acceptable. The Port Authority shall not be obligated to add new items to the contract unless it is in the best interest of the Port Authority. All items to be added shall be set forth in a change order.

6. DELIVERY

Delivery shall be, FOB delivered, to any or all stockrooms listed in paragraph 7 below. All deliveries shall be made between the hours of 7:00 a.m. and 2:30 p.m. unless otherwise noted in the specifications. The Vendor MUST follow instructions for the proper method of making deliveries. Failure to do so may result in delayed payments.

A. All deliveries must be accompanied by an original packing slip, which shall always contain:

1. The PATH Purchase Order
2. The Stock Number (s)
3. A description of each item.
4. The quantity shipped of each item.
5. The Vendor's packing slip/invoice number.

B. The Vendor shall not combine orders.

In the event the Vendor receives more than one separate and distinct purchase order for one delivery point, the Vendor shall package each order individually though delivery is made to the same location simultaneously. Each separate order must be accompanied by its own packing slip/invoice containing all information numbered 1 through 5 in Paragraph A above.

C. Shipping cartons shall not contain loose and/or unmarked items.

D. Unless otherwise provided, complete shipment of all items must be in one delivery. Only in extenuating circumstances partial deliveries to Port Authority stockrooms will be accepted. When partial deliveries are made, the receiving stockroom must be notified as to when the balance of the order will be shipped

E. Trucks making deliveries must be standard loading dock height. No delivery from smaller trucks will be accepted.

7. DELIVERY CONDITIONS

Following a reasonable two (2) weeks set-up time after the initial award of the contract, delivery of material should be within *1 – 3 business days* from receipt of purchase order release.

8. DELIVERY LOCATIONS AND RESTRICTIONS

All shipments must be 'inside delivery' except where noted below.

PATH – WALDO Stockroom

122 Academy Street
Jersey City, NJ 07302
(201) 216-7070/7079

PATH

Journal Square Transportation Building
1 PATH Plaza
Jersey City, NJ 07308
(201) 216-6208

PATH – HARRISON Stockroom

Foot of Cape May Road
Harrison, NJ 07029
(973)350-3978/3979

9. LEGAL HOLIDAYS

Except where otherwise specified, all of the following holidays will be observed at the Facility. Where specified, these holidays shall mean and include:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
President's Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
The day after Thanksgiving Day
Christmas

10. MATERIAL SAFETY DATA SHEETS

When required by Federal, State or Local law, a Material Safety Data Sheet must be included with all deliveries.

11. UNION JURISDICTION

The Vendor is advised to ascertain whether any union now represented or not represented at the facility will claim jurisdiction over any aspect of the operation to be performed hereunder including delivery.

12. BILLING

An invoice with a unique invoice number must be issued for all deliveries. The vendor must attach backup delivery receipts with Purchase Order number. Mail all invoices to: The Port Authority of New York and New Jersey, Accounts Payable, 1 PATH Plaza, 3rd Floor, Jersey City, New Jersey 07306.

13. NON-PERFORMANCE OF VENDORS DUTIES RELETING CHARGES

If the Vendor fails to perform in accordance with the terms of this Contract, the Port Authority may obtain the goods or services from another Vendor and charge the seller the difference in price, if any, plus a reletting cost of \$100, plus any other damages to the Port Authority.

14. TERMINATION

The Port Authority may terminate this Contract with cause or without cause at any time upon five (5) days written notice to the Vendor and in such an event this Contract shall cease and expire on the date set forth in the notice of termination as fully and completely as though such date was the original expiration date. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions of this agreement already performed but no allowance shall be made for anticipated profits. The Vendor shall complete delivery of all items ordered before receipt of the notice of termination.

15. CONFLICT OF TERMS AND CONDITIONS

In the event of any conflict between these "stockroom requirement contract terms and conditions" and the terms and conditions on the "Request for Quotation" form, these standard terms and conditions shall prevail.

16. PURCHASE BY OTHER GOVERNMENT AGENCIES

Upon such request, vendors who are awarded contracts are encouraged to extend the terms and conditions of these contracts under separate agreement, to other government and quasi-governmental entities.