

A Public Records Access request has been submitted.

Request By: Sam Hirsch

Signature: Sam Hirsch

Request date: 06/03/2016

Address: 755 Chestnut Ridge Road Chestnut Ridge NY 10977

Email: suprememulch@optimum.net

Phone number: 201-394-2806

Personal
Information
Request: NO

Records
seeking: Request for Bid Award Contract and any previous information pertaining to:
Supply and Deliver Shredded Hardwood Black Mulch at Newark Liberty
International Airport (EWR) – Three (3) Year Requirements Contract

Thank you

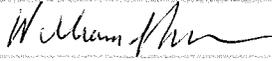
THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
PUBLIC RECORD ACCESS FORM

Action by (print / type name):

William Shalewitz

, Freedom of Information Administrator

Signature:



Date:

06/23/2016

On behalf of the Secretary of the Port Authority, as Records Access Officer and Custodian of Government Records of the Port Authority.

- The requested records are being made available.
- Any responsive records that may exist are currently in storage or archived, and a diligent search is being conducted. The Port Authority will respond by:
- A diligent search has been conducted, and no records responsive to your request have been located.
- The requested records that have been located are not being made available, as they are exempt from disclosure for the following specific reasons:

- Some requested records that have been located are being made available. The remainder are exempt from disclosure for the following specific reasons:

- The request does not reasonably describe or identify specific records; therefore, the Port Authority is unable to search for and locate responsive records. Please consider submitting a new request that describes or identifies the specific records requested with particularity and detail.

- Other:

Material responsive to your request can be found on the Port Authority's website at <http://corpinfo.panynj.gov/documents/16985-C>

This form is promulgated by the Port Authority pursuant to the Port Authority Public Records Access Policy and is intended to be construed consistent with the New York Freedom of Information Law and the New Jersey Open Public Records Act. It is intended to facilitate requests for Port Authority public records and does not constitute legal advice.

No change or addition to the terms of this purchase order shall be valid unless in writing and signed by the party to be charged; acceptance by the vendor is limited to the terms contained in this purchase order; and the agreement between the parties formed by this purchase order and the acceptance of the vendor may not be supplemented by course of dealing or usage of trade or by course of performance. Send invoice showing our PO number and vendor number to Accounts Payable, General, Accounting Division, 1 PATH Plaza, 5th Floor, Jersey City, New Jersey 07306.

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 PO Number/Date
 4500063957 / 03/14/2013



THE PORT AUTHORITY OF NY & NJ

2 Montgomery Street, 3rd Floor, Jersey City NJ 07302

PURCHASE ORDER

Vendor No. 163385
 RELIABLE WOOD PRODUCTS
 1 CAVEN POINT AVENUE
 JERSEY CITY NJ 07306
 Telephone# (201) 333-6244
 Fax# 201-521-9043
 Your person responsible MICHAEL SCOGNAMIGLIO

Our fax number
 201-395-3425
 Deliver to Address:
 Newark International Airport
 Building 80
 Newark NJ 07114
 Deliver to this address unless a different address is shown below.
 Recipient: J BARBELLA
 Unloading Pt: EWR BLDG 80 STRUCTUR

Notice: Unless otherwise provided, complete shipment of all items must be made in one delivery. Payments will not be made on partial deliveries unless authorized in advance by the party to be charged and discount will be taken on total order. Ship no goods C.O.D. or transportation charges collect, unless otherwise specified.

Payt. terms: Net 30 Days			
Quantity	Description	Unit Price	Total
700 YD	<p>Three-Year Requirements Contract to supply and deliver Mulch on an as needed basis. Requirements Contract to commence on March 15, 2013.</p> <p>Prices per RFQ 6000109761 dated 3/7/2013 and signed by Michael Scognamiglio of Reliable Wood Products including Addenda #1 and 2. Attachment: Requirements Contract and Standard Terms and Conditions (6 pages) apply to this contract.</p> <p>Questions regarding this contract should be addressed to the Contract Administrator, John Barbella at 973-961-6090 or jbarbella@panynj.gov.</p> <p>SHREDDED HARDWOOD MULCH Rel. ord. against contract 4600009444 Item 00010</p> <p>Mulch shall be triple shredded. The final shredding is to be processed through a hammer mill grinder using a one-inch hexagon screen. The finished product is to be one inch in length and one-quarter inch in width. Mulch shall be color enhanced with BLACK DYE, and consist entirely of North American Hard and Soft woods. Wood chips are to be obtained directly from forest.</p>	16.75	11,725.00

Sales to the Port Authority, as an instrumentality of the states of New York and New Jersey, are exempt from taxation, in those two states, and from federal taxation, including excise taxes. Certificate of Registry for tax-free transactions under Chapter 32 of the Internal Revenue Code No. 13-730079K. The vendor therefore certifies that there are no such taxes included in the prices shown hereon. The vendor shall retain a copy of the purchase order to substantiate the exempt sales.

For Director,
 Procurement Department

No change or addition to the terms of this purchase order shall be valid unless in writing and signed by the party to be charged; acceptance by the vendor is limited to the terms contained in this purchase order; and the agreement between the parties formed by this purchase order and the acceptance of the vendor may not be supplemented by course of dealing or usage of trade or by course of performance. *Send invoice showing our PO number and vendor number to Accounts Payable, General, Accounting Division, 1 PATH Plaza, 6th Floor, Jersey City, New Jersey 07306.*



THE PORT AUTHORITY OF NY & NJ

2 Montgomery Street, 3rd Floor, Jersey City NJ 07302

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Page 2 Of 3

Vendor No. 163385
 RELIABLE WOOD PRODUCTS
 JERSEY CITY NJ 07305

PO Number/Date
 4500063957 / 03/14/2013

Quantity	Description	Unit Price	Total
	<p>Wood chip Mulch cannot contain; TWIGS, LEAVES STONES, PALLETS, COMPOST, CONSTRUCTION LUMBER, and DEMOLITION WOOD OR WOOD MATERIALS GENERATED FROM MANUFACTURING FACILITIES.</p> <p>**If the Mulch fails to meet the above specifications during the term of the Contract, it shall be rejected and replaced by vendor with acceptable Mulch within twenty four (24) hours at no additional cost.</p> <p>Deliv. date 03/15/2013</p> <p>Freight Terms FOB FREIGHT FREE ON BOARD</p> <p>Luz Santana/201-395-3449</p>	<p>Contact person/Telephone</p>	

Total Delivered Price In USD

11,725.00

Sales to the Port Authority, as an instrumentality of the states of New York and New Jersey, are exempt from taxation, in those two states, and from federal taxation, including excise taxes. Certificate of Registry for tax-free transactions under Chapter 32 of the Internal Revenue Code No. 13-730079K. The vendor therefore certifies that there are no such taxes included in the prices shown hereon. The vendor shall retain a copy of the purchase order to substantiate the exempt sales.

Luz Santana
 For Director,
 Procurement Department

TERMS AND CONDITIONS

1. To be valid, this purchase order must be signed by the Director of Procurement of the Port Authority (PA), or her designee.
2. Unless otherwise provided, complete shipment of all items must be in one delivery, FOB delivery point, freight included. 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. Standard PA payment terms are net 30 days, unless otherwise stated.
4. Sales to the PA and to Port Authority Trans-Hudson (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 sales taxes included in the prices shown hereon.
5. 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.
6. If the vendor 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, plus a reletting cost of \$100, plus any other damages to the PA.
7. The vendor may subcontract the services including using 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.
8. Upon request, vendors are encouraged to extend the terms and conditions of this agreement with the PA to other government and quasi-government entities by separate agreement.
9. If the vendor's office set forth herein is not located in the states of New York or New Jersey, this agreement shall be construed in accordance with the laws of the State of New York, not including conflict of law provisions.
10. All notices in connection with this agreement shall be sent by the vendor to the Port Authority of NY & NJ, Manager, Purchasing Services Division, 2 Montgomery Street, 3rd Floor, Jersey City, NJ 07302.
11. The 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 to the fact that goods have been, are being or will be provided to it and/or that services have been, are being or will be 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.

REQUIREMENT CONTRACT
Information for Bidders

1. AWARD METHOD - AWARD TO SINGLE BIDDER:

It is the intent of the Port Authority of New York and New Jersey (the "Port Authority") to award an order 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(s) 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

Shredded Hardwood Bark Mulch shall be subject to inspection prior to award. 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, and the Port Authority will make the final determination as to whether or not the sample product is acceptable. If samples are requested, they 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 Bidder's name and address. Samples of proposed products are to be sent to: The Port Authority of New York and New Jersey, Chief of Materials Engineering, Materials Engineering Unit, Port Authority Technical Center, 241 Erie Street, Jersey City, NJ 07310-1397. The Bidder shall bear all costs of evaluation, if any.

4. PREREQUISITES

The bidder must submit proof that it satisfies the following prerequisites at the time it submits its bid:

A. The bidder shall have at least two (2) years of experience prior to the date of submission of its bid in a business involved in supplying and delivering Mulch in bulk.

B. During the time period stated in (A) above, the bidder shall demonstrate satisfactory performance of a least one (1) contract of similar services of similar scope to those required under this Contract.

STANDARD TERMS AND CONDITIONS

1. GENERAL AGREEMENT

The Vendor agrees to furnish and deliver on an "as needed" basis Shredded Hardwood Bark Mulch to the Port Authority, Newark Liberty International Airport as set forth herein, the Authority's requirements for the items set forth in the "Request for Quotation" form, within the calendar days indicated in paragraph 5 below. The furnishing and delivery shall be at the prices quoted in the Request for Quotation, and shall be fixed and firm for the duration of this contract. The contract term is **THREE (3)-YEARS**. 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 (2) decimal places.

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. SPECIFICATIONS

Mulch shall be triple shredded. The final shredding is to be processed through a hammer mill grinder using a one-inch hexagon screen. The finished product is to be one inch in length and one-quarter inch in width. Mulch shall be color enhanced with BLACK DYE, and consist entirely of North American Hard and Soft woods. Wood chips are to be obtained directly from forest.

Wood chip Mulch cannot contain; TWIGS, LEAVES STONES, PALLETS, COMPOST, CONSTRUCTION LUMBER, and DEMOLITION WOOD OR WOOD MATERIALS GENERATED FROM MANUFACTURING FACILITIES.

**If the Mulch fails to meet the above specifications during the term of the Contract, it shall be rejected and replaced by vendor with acceptable Mulch within twenty four (24) hours at no additional cost.

4. INSURANCE

Insurance Procured By The Contractor

The Contractor shall take out, maintain, and pay the premiums on Commercial General Liability Insurance, including but not limited to premises-operations and products-completed operations, broad form property damage and independent contractors coverage, with contractual liability language covering the obligations assumed by the Contractor under this Contract and, if vehicles are to be used to carry out the performance of this Contract, then the Contractor shall also take out, maintain, and pay the premiums on Automobile Liability Insurance covering owned, non-owned, and hired autos in the following minimum limits:

Commercial General Liability Insurance - \$ 1 million combined single limit per occurrence for bodily injury and property damage liability.

Automobile Liability Insurance - \$ 1 million combined single limit per accident for bodily injury and property damage liability.

In addition, the liability policy (ies) shall name The Port Authority of New York and New Jersey and Port Authority Trans Hudson Corporation (PATH) as additional insured, including but not limited to premise-operations, products-completed operations on the Commercial General Liability Policy. Moreover, the Commercial General Liability Policy shall not contain any provisions for exclusions from liability other than provisions for exclusion from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy (ies) and certificate of insurance shall contain separation of insured condition and severability of interests so that coverage will respond as if separate policies were in force for each insured. These insurance requirements shall be in effect for the duration of the contract to include any warrantee/guarantee period.

The certificate of insurance and policy (ies) must contain the following endorsement for the above liability coverages:

“The insurer shall not, without obtaining the express advance written permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the Tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.”

The Contractor shall also take out, maintain, and pay premiums on Workers' Compensation Insurance in accordance with the requirements of law in the state(s) where work will take place, including Employer's Liability Insurance with limits of not less than \$1 million each accident.

Each policy above shall contain a provision that the policy may not be canceled, terminated, or modified without thirty (30) days' prior written notice to the Port Authority of New York and New Jersey, Att: Facility Contract Administrator, at the location where the work will take place and to the General Manager, Risk Management.

The Port Authority may at any time during the term of this agreement change or modify the limits and coverages of insurance. Should the modification or change results in an additional premium, The Port Authority, Risk Manager, Risk Management can consider such cost as an out-of-pocket expense.

Within five (5) days after the award of this agreement or contract and prior to the start of work, the Contractor must submit an original certificate of insurance, to the Port Authority, Facility Contract Administrator, at the location where the work will take place. This certificate of insurance MUST show evidence of the above insurance policy(ies), stating the agreement/contract number prior to the start of work. Upon request by the Port Authority, the Contractor shall furnish to the General Manager, Risk Management, a certified copy of each policy, including the premiums.

If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as above required, then, if the Manager shall so direct, the Contractor shall suspend performance of the contract at the premises. If the contract is so suspended, no extension of time shall be due on account thereof. If the contract is not suspended (whether or not because of omission of the Manager to order suspension), then the Authority may, at its option, obtain insurance affording coverage equal to the above required, the cost of such insurance to be payable by the Contractor to the Port Authority.

Renewal certificates or policies shall be delivered to the Facility Contractor Administrator, Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. If at any time any of the certificates or policies shall become unsatisfactory to the Port Authority, the Contractor shall promptly obtain a new and satisfactory certificate and policy.

The requirements for insurance procured by the Contractor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Contractor under this contract. The insurance requirements is not a representation by the Port Authority and or PATH as to the adequacy of the insurance to protect the Contractor against the obligations imposed on them by law or by this or any other Contract.

5. DELIVERY

Minimum delivery shall be 20 yds per delivery, within one (1) day notification by facility representative. Delivery shall be FOB. All deliveries shall be made between the hours of 7:00 a.m. and 2:00 p.m. excluding Holidays as defined below. Any deliveries that are attempted to be made outside the stated times and hours will be refused at the operators expense.

The Vendor MUST follow the instructions below 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 Port Authority Purchase Order.
2. A description of each item.
3. The quantity shipped of each item.
4. The Vendor's packing slip/invoice number.

B. Unless otherwise provided, complete shipment of all items must be in one (1) delivery.

6. DELIVERY LOCATIONS AND RESTRICTIONS

All shipments:

Newark Liberty International Airport
Building 80
Newark, NJ 07114

or any location designated in the Airport such as Aeronautical Areas deemed necessary by the Port Authority Facility Representative

7. 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	Labor Day
Martin Luther King, Jr. Birthday	Columbus Day
Lincoln's Birthday	Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day	The day after Thanksgiving Day
Independence Day	Christmas

8. 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, Newark Liberty International Airport, Building #80, Structural Maintenance - Landscaping Section, Newark, NJ 07114. Attn: John Barbella,

9. 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 one hundred dollars (\$100), plus any other damages to the Port Authority.

10. TERMINATION

The Port Authority may terminate this Contract 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.

11. CONFLICT OF TERMS AND CONDITIONS

In the event of any conflict between these "Requirement Contract Terms and Conditions" and the terms and conditions on the "Request for Quotation" form, these "Requirement Contract Terms and Conditions" shall prevail.

12. 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.