

THE PORT AUTHORITY OF NY & NJ

**PROCUREMENT DEPARTMENT
2 MONTGOMERY STREET, 3RD FL.
JERSEY CITY, NJ 07302**

12/19/2014

ADDENDUM # 1

To prospective Bidder(s) on Bid # 40875 for Toll Deposit and Receipt – Two Year Requirements Contract

Due back on 1/20/2015, no later than 11:00AM

I. CHANGES/MODIFICATIONS

The following changes/modifications are hereby made to the solicitation documents:

The attached “Warehouse Requirements Contract/Standard Terms and Conditions” is included and is to be made part of this contract.

- Material No. GW3200020, add the following language to the description: “Inside diameter is 1.5 inches”.
- Material No. GW3200030, add the following language to the description: “Inside diameter is 4 inches”.

II. BIDDER'S QUESTIONS AND ANSWERS

The following information is available in response to questions submitted by prospective Bidders. The responses should not be deemed to answer all questions, which have been submitted by Bidders to the Port Authority. It addresses only those questions, which the Port Authority has deemed to require additional information and/or clarification. The fact that information has not been supplied with respect to any questions asked by a Bidders does not mean or imply, nor should it be deemed to mean or imply, any meaning, construction, or implication with respect to the terms.

The Port Authority makes no representations, warranties or guarantees that the information contained herein is accurate, complete or timely or that such information accurately represents the conditions that would be encountered during the performance of the Contract. The furnishing of such information by the Port Authority shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Bidder, by submitting its Bid, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the Port Authority liable or responsible

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therefor in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement or promise, of the Port Authority, its Commissioners, officers, agents, representatives, or employees, oral or in writing, shall impair or limit the effect of the warranties of the Bidder required by this Bid or Contract and the Bidder agrees that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever. The Questions and Answers numbering sequence will be continued sequentially in any forthcoming Addenda that may be issued.

<i>Question # 1</i>	Are the rolls printed or blank?
<i>Answer # 1</i>	Blank
<i>Question # 2</i>	What is the inside diameter of the rolls?
<i>Answer # 2</i>	See above.
<i>Question # 3</i>	In order to quote for freight, please let me know how many are shipping, to where they are shipping and the number of deliveries for a 2 year period.
<i>Answer # 3</i>	Refer to the attached "Warehouse Requirements Contract/Standard Terms and Conditions".
<i>Question # 4</i>	The Quantity you want quoted is what would be ordered, not less or more. Can you clarify the statement on your RFQ that states there are no guarantees to the quantities that would actually be ordered.
<i>Answer # 4</i>	Refer to the attached "Warehouse Requirements Contract/Standard Terms and Conditions".

FOR INFORMATION PURPOSES ONLY, ATTACHED IS THE PRICING FROM THE MOST RECENT PURCHASE:

The Port Authority of New York and New Jersey does not guarantee the relevancy of the pricing material as it may pertain to proposals solicited for other contracts. Vendors are cautioned that the use of this information, to determine future bid prices, or for any other purpose, shall be used at the vendor's own risk. Bid prices should be based on the company's costs, overhead and profit. The material requested may be based on a different specification and/or different quantity or delivery requirements than those in future solicitations.

This communication should be initialed by you and annexed to your Bid upon submission.

In case any Bidder fails to conform to these instructions, its Bid will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ

KATHY LESLIE WHELAN
ASSISTANT DIRECTOR
COMMODITIES & SERVICES DIVISION
PROCUREMENT DEPARTMENT

BIDDER'S FIRM NAME: _____

INITIALED: _____

DATE: _____

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO SRIVIDYA DESHPANDE, AT (201) 395-3449 or at sdeshpande@panynj.gov.

WAREHOUSE REQUIREMENT CONTRACT

Information for Bidders

AWARD METHOD

1. 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 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 AND SAMPLES

This bid may or may not call for specific brands that have been deemed acceptable for the purpose intended. If this bid calls for specific brands that have been deemed acceptable for the purpose intended, the Bidder may quote alternate products other than those listed hereunder. In that case, the Bidder must indicate the manufacturer name and model/part number of the alternate product next to each applicable line item. A Bidder quoting products may be required, at his own expense, to submit a sample of the proposed product and/or a copy of the specifications for the sample being submitted. If the Bidder fails to submit the required sample, the Bidder may be deemed non-responsive. If this bid does not call for the specific brands that have been deemed acceptable for the purpose intended, the Bidder may be required, at its own expense, to submit a sample of a proposed product.

Samples of all the requested products shall be submitted to the Port Authority for evaluation within seven (7) business days of request. Failure by the Bidder to deliver samples within the required timeframe may result in the rejection of the Bid. The package containing sample products should clearly indicate the following: (1) the Bidder's name and address, (2) the Bid number, and (3) the Bid due date. Additionally, each item must be tagged with the Port Authority's Material Stock Number and the Bidder's name and address. Sample products are to

be sent directly to: the Port Authority of New York and New Jersey, Central Warehouse, 777 Jersey Ave, Jersey City, New Jersey 07310. All sample products 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. The Bidder shall bear all costs of the evaluation, if any. Should a proposed alternate product be deemed not acceptable, the Bidder shall be obligated to provide one of the listed acceptable brands, including the manufacturer’s name and model/part numbers at the original quoted price to maintain eligibility for contract award. All samples must be picked up by the Bidder within thirty (30) days of notification, after which all samples will become the property of the Port Authority

4. ENERGY STAR

Where applicable, the Bidder shall make best efforts to provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency. The Bidder is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

5. CERTIFICATION OF RECYCLED MATERIALS

Bidders are requested to submit, with their bid, Attachment I-A “Certified Environmentally Preferable Products / Practices Form”, attesting that the products or items offered by the Bidder contain the minimum percentage of post-consumer recovered material in accordance with the most recent guidelines issued by the United States Environmental Protection Agency (EPA), or, for commodities not so covered, the minimum percentage of post-consumer recovered materials established by other applicable regulatory agencies. The data submitted by the Bidder in Attachment I-A is being solicited for informational purposes only.

Recycling Definitions:

For purposes of this solicitation, the following definitions shall apply:

Recycling Definitions:

For purposes of this solicitation, the following definitions shall apply:

- a. **"Recovered Material"** shall be defined as any waste material or by-product that has been recovered or diverted from solid waste, excluding those materials and by-products generated from, and commonly reused within, an original manufacturing process.
- b. **"Post-consumer Material"** shall be defined as any material or finished product that has served its intended use and has been discarded for disposal or recovery having completed its life as a consumer item. “Post-consumer material” is

included in the broader category of "Recovered Material".

- c. **"Pre-consumer Material"** shall be defined as any material or by-product generated after the manufacture of a product but before the product reaches the consumer, such as damaged or obsolete products. Pre-consumer Material does not include mill and manufacturing trim, scrap, or broken material that is generated at a manufacturing site and commonly reused on-site in the same or another manufacturing process.
- d. **"Recycled Product"** shall be defined as a product that contains the highest amount of post-consumer material practicable, or when post-consumer material is impracticable for a specific type of product, contains substantial amounts of Pre-consumer Material.
- e. **"Recyclable Product"** shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.
- f. **"Waste Reducing Product"** shall be defined as any product that will result in less waste generated due to its use rather than another product designed to serve the same function with an greater waste generation rate. This shall include, but not be limited to, those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

STANDARD TERMS AND CONDITIONS**1. GENERAL AGREEMENT**

The Vendor agrees to furnish and deliver on an "as needed" basis to the Port Authority's warehouses as set forth herein, the Authority's warehouse 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, and shall be fixed and firm for the duration of this contract. The contract term is **2 YEARS**. There shall be no minimum quantities or dollars per Purchase Order release. 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.

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 Purchase Orders via facsimile message from the Port Authority. The Vendor must be able to receive orders via fax machine 24 hours a day, 7 days a week.

4. PURCHASE ORDERS

Releases against the Contract for the Port Authority warehouse(s) will be coordinated using Purchase Orders issued by the Inventory Control Group located at 777 Jersey Avenue, Jersey City, N.J. 07310. 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 Inventory Control Group. The Vendor shall deliver within **10 calendar days**, from receipt of Purchase Order. There shall be no minimums per order.

5. ADDITIONAL ITEMS

Additional related items may be added to this contract by the Manager, Purchasing Services Division. 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 warehouses listed. It should be noted that within a facility location, there might be one or more individual site locations where delivery may be required. 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 the instructions in paragraph 6 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. The Port Authority Stock Number.
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 warehouses will be accepted. When partial deliveries are made, the receiving warehouse must be notified as to when the balance of the order will be shipped.

7. DELIVERY CONDITIONS

The Port Authority estimates an average of **2** deliveries per month to any one, or combination of delivery points listed. This number is based on past requirements and constitutes no guarantee as to the actual number of deliveries, or the delivery sites. Delivery of material must be within 10 calendar days from receipt of purchase order.

8. DELIVERY LOCATIONS AND RESTRICTIONS

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

Central Warehouse
777 Jersey Ave.
Jersey City, NJ 07310
(201) 386-6806

JFK Int'l Airport Warehouse
P.A. Administration Bldg. 14
Jamaica, NY 11430
(718) 244-3679

Newark Liberty Int'l Airport
Building #11 Warehouse
Newark, NJ 07114
MUST BE 'TAIL GATE DELIVERY'
(973) 961-6250

LaGuardia Airport Warehouse
Bldg. 2B, Hanger 7 S.Wing
Jackson Heights, NY 11371
MUST BE 'TAIL GATE DELIVERY'
(718) 533-3523

GWB Warehouse
220 Bruce Reynolds Blvd.
Fort lee, NJ 07024
MUST BE 'TAIL GATE DELIVERY'
(201) 346-4127

The Port Authority shall have the unilateral right to add or delete delivery locations that are within the Port District. The Port District is defined as a 25 mile radius from the Statue of Liberty.

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 | Labor Day |
| Martin Luther King, Jr. Birthday | Columbus Day |
| Lincoln's Birthday | Veterans Day |
| President's Day | Thanksgiving Day |
| Memorial Day | The day after Thanksgiving Day |
| Independence 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 at any time and without cause within 5 business 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 "warehouse 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.

ATTACHMENT I -A - Certified Environmentally Preferable Products/Practices

Bidder Name: _____ Date: _____

In line with the Port Authority of New York and New Jersey’s (The “Port Authority”) efforts to promote products and practices which reduce the Port Authority’s impact on the environment and human health, Bidders are encouraged to provide information regarding their environmentally preferable/sustainable business practices as they relate to this contract wherever possible. Bidders are requested to complete this form and submit it with their response, if appropriate. Bidders are requested to submit appropriate documentation to support the items for which the Bidder indicates a “Yes” and present this documentation in the proper sequence of this Attachment.

1. Packaging

Has the Bidder implemented any of the following environmental initiatives? (A checkmark indicates, “Yes”)

- _____ Use of corrugated materials that exceed the required minimum EPA recommended post-consumer recycled content
- _____ Use of other packaging materials that contain recycled content and are recyclable in most local programs
- _____ Promotes waste prevention and source reduction by reducing the extent of the packaging and/or offering packaging take-back services, or shipping carton return
- _____ Reduces or eliminates materials which have been bleached with chlorine or chlorine derivatives
- _____ Eliminates any packaging that may contain polyvinyl chloride (PVC), or polystyrene or heavy metals

2. Business Practices / Operations / Manufacturing

Does the Bidder engage in practices that serve to reduce or minimize an impact to the environment, including, but not necessarily limited to, the following items? (A checkmark indicates, “Yes”)

- _____ Recycles materials in the warehouse or other operations
- _____ Use of alternative fuel vehicles or vehicles equipped with diesel emission control devices for delivery or transportation purposes
- _____ Use of energy efficient office equipment or signage or the incorporation of green building design elements
- _____ Use of recycled paper (that meets federal specifications) in their marketing and/or resource materials
- _____ Other sustainable initiative

3. Training and Education

Does the Bidder conduct/offer a program to train or inform customers and employees of the environmental benefits of the products to be offered under this contract, and/or does the Bidder conduct environmental training of its own staff?

- Yes No If yes, Bidder is requested to attach a description of the training offered and the specific criteria targeted by the training.

4. Certifications

Has the Bidder or any of its manufacturers and/or subcontractors obtained any of the following product / industry certifications? (A checkmark indicates, “Yes”)

- _____ ISO 14000 or adopted some other equivalent environmental management system
- _____ Other industry environmental standards (where applicable), such as the CERES principles, LEED Certification, C2C Protocol, Responsible Care Codes of Practice or other similar standards
- _____ Third Party product certifications such as Green Seal, Scientific Certification Systems, Smartwood, etc.

If yes, Bidders are requested to attach copies of the certificates obtained.

I hereby certify, under penalty of the law that the above statements are true and correct.

Name

Date



THE PORT AUTHORITY OF NY & NJ

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

PAPER SYSTEMS INC
185 S. PIONEER BLVD
SPRINGBORO OH 45066-0150

CONTRACT

Contract Number/Date

4600009360 / 12/24/2012

Contact person/Telephone

Larry Waxman/201-395-3451

Our fax number

201-395-3425

Please deliver to:
Central Stockroom
Jersey Avenue Maintenance Building
777 Jersey Avenue
Jersey City NJ 07310

Valid from: 01/01/2013

Valid to: 12/31/2014

Item	Material Quantity	Unit	Description	Price per unit	Net value
TOLL DEPOSIT AND RECEIPT PAPER TWO YEAR CONTRACT PERIOD FROM 01/01/2013 TO 12/31/2014 SEE ATTACHED 8 PAGE ATTACHMENT AND ADDENDUM 1 DATED 12/04/2012					
ATTENTION GEORGE TREMOULIS TEL 865 777 0183 FAX 865 777 0184 EMAIL GTREMOULIS@PAPERSYSTEMS.COM					
REFERENCE WRITTEN QUOTE DATED 12/10/12 AND ADDENDUM #1					
WIM FACILITY CONTACT THOMAS MARTINEZ TEL 201 386 6815					

REQUIREMENTS CONTRACT DISCLAIMER:

Requirements contract. There are no guarantees as to the quantity, if any, that may actually be ordered. Only actual quantities ordered will be considered as being eligible to be invoiced.



THE PORT AUTHORITY OF NY & NJ

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

PAPER SYSTEMS INC
185 S. PIONEER BLVD
SPRINGBORO OH 45066-0150

Contract Number/Date
4600009360 / 12/24/2012

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Item	Material	Unit	Description	Price per unit	Net value
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DELIVERY TIME:

For Standard, stock, items, delivery shall be made within (30) calendar days after notification to Atlantic Tactical by the Port Authority of NY & NJ.

MINIMUM ORDER QUANTITIES:

There are no minimum order /delivery requirements.

TERMINATION:

In addition to any other right of termination under this Agreement, this Contract may be terminated by the Port Authority with cause at any time during the term or extended term of this Contract or without cause upon 5 days written notice to the Contractor. The contractor shall have no right of termination.

00010 GW3200020

PAPER, TOLL DEPOSIT, 4.5 WIDE. PAPER SPECS: 4.5 INCHES WIDE STANDARD, PAPER ROLL DIMENSIONS: MAXIMUM OUTSIDE DIAMETER - 3.125 INCHES (PUSH*) FOR PRINTER MODEL: STAR MICRONICS INC, MODEL DP8340 DOT MATRIX PRINTER PAPER THICKNESS IS TO BE .004 ONLY. ALL PACKAGES MUST BE CLEARLY MARKED WITH PA STOCK NUMBER AND QUANTITY. PACKED 25 PER CASE.

59	Case	23.27	1,372.93
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00020 GW3200030

PAPER, TOLL RECEIPT
2.36 X 6 HEAVYWEIGHT THERMAL
1.5 X 1.75 CORE
CORE MATERIAL: PLASTIC
COATED SIDE OUT
BLACK PRINT THERMAL
END OF ROLL WARNING STRIP
ROLL SHRINK WRAPPED
PAPER WEIGHT: 21 LB. THICKNESS.
PACKED: 8 ROLL PER CARTON.
NOTE THE ROLLS ARE WRAPPED INDIVIDUALLY.

PAPER WILL BE USED ON THE FOLLOWING MACHINE: CYBER TEC INC. MODEL 825T-60 SERIES



THE PORT AUTHORITY OF NY & NJ

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

PAPER SYSTEMS INC
185 S. PIONEER BLVD
SPRINGBORO OH 45066-0150

Contract Number/Date
4600009360 / 12/24/2012

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Item	Material Quantity	Unit	Description	Price per unit	Net value
			#LK3624.		
	7,872	Roll		3.01	23,694.72

NOTE: THE LENGTH OF GW3200020 IS AN ESTIMATED 170 FEET, THE LENGTH OF GW3200030 IS AN ESTIMATED 640 FEET.

25,067.65

**For Director,
Procurement Department**