



# REQUEST FOR QUOTATION

<p>Contact person/Telephone Richard Grehl/201-395-3441</p>	<p>Collective#                      Bid Due Date 0000033007                      04/25/2013 Bids must be received no later than 11:00 AM on the above Bid Due Date.</p> <p>Deliver Goods/Services To:</p>
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Quantity	Description	Unit Price	Total
	<p>FIRE EXTINGUISHERS - TWO (2) YEAR REQUIREMENTS CONTRACT TO COMMENCE ON OR ABOUT 6-7-13.</p> <p>ATTACHMENT ENTITLED "WAREHOUSE REQUIREMENTS CONTRACT" WILL BE MADE PART OF ANY RESULTANT CONTRACT AS A RESULT OF THIS REQUEST FOR QUOTE.</p> <p>UNIT PRICES QUOTED SHALL NOT EXCEED TWO (2) DECIMAL PLACES.</p> <p>A price preference of 10 % is available for NY/NJ Minority and Women Business Enterprises (M/WBE) 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 as a _____ on _____.</p>		
	<b>PLEASE QUOTE FULLY DELIVERED PRICES</b>	<b>PAYMENT TERMS</b>	<b>Total Delivered Price</b>

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 of New York and New Jersey opens this proposal.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
 Firm Name \_\_\_\_\_



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Bid Due Date  
04/25/2013

Quantity	Description	Unit Price		Total	
	<p>This is a Formal Bid Invitation Mail Sealed Bids to:</p> <p>The Port Authority of NY &amp; NJ Attn: Bid Custodian Procurement Department 2 Montgomery Street, 3rd Floor Jersey City, NJ 07302</p> <p>by the date and time listed above, where it will be publicly opened and read.</p> <p>Bids are only accepted Monday through Friday, excluding Port Authority holidays, between the hours of 8 A.M. &amp; 5 P.M., via regular mail, express delivery service or hand delivery.</p> <p>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.</p> <p>A valid photo id is required to gain access into the building, to attend the bid opening or hand deliver a bid.</p>				
1 EA	<p>BG0100095</p> <div data-bbox="878 1543 1068 1682" style="border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;"> <p style="text-align: center;">PAYMENT TERMS</p> </div> <p style="text-align: center;"><b>PLEASE QUOTE FULLY DELIVERED PRICES</b></p>				
		Total Delivered Price			

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Firm Name \_\_\_\_\_



# REQUEST FOR QUOTATION

Bid Due Date  
04/25/2013

Quantity	Description	Unit Price	Total
	COVER, FIRE EXTINGUISHER, FOR ANSUL 150LB. WHEELED UNIT #CO-150		
74 EA	BG0300046 CHARGE, ANGUS ALCOSEAL 3-6% ALCOHOL RESISTANT FOAM CONCENTRATE,ANSUL #55797. 5 GAL. PLASTIC PAIL (REPLACES #BG0300045).		
73 DRM	BG0300047 CHARGE, ANGUS "ALCOSEAL" 3-6% ALCOHOL RESISTANT FOAM CONCENTRATE.55 GAL DRUM. ANSUL PART #55808.		
171 EA	BG0300070 EXTINGUISHING AGENT, ANSUL #9335 DRY CHEMICAL, 50 LB.PLASTIC PAIL.		
136 GAL	BG0300090 AGENT, FIRE SUPPRESSING 5 GAL DRUM,FIREFREEZE # GIL-ZO-2001-0551.		
67 DRM	BG0300200 FOAM, UNIVERSAL GOLD, AR-AFFF ALCOHOL		
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# REQUEST FOR QUOTATION

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04/25/2013

Quantity	Description	Unit Price		Total	
	RESISTANT AQUEOUS FILM FORMING FOAM 3%, NATIONAL FOAM UNIVERSAL GOLD FOAM, CONCENTRATE 55 GALLON DRUM,PART #2130-7481-6, NO SUBSTITUTE				
4 EA	BG0400013 EXTINGUISHER, FIRE 150 LB. WHEELED UNIT, BC DRY CHEMICAL, CARTRIDGE OPERATED  U/L FIRE RATING: 240B:C AGENT TYPER: REGULAR ITEM PART # 19906 SHELL MATERIAL: STEEL OPERATING PRESSURE: 240 PSI  BADGER, MODEL #B150R-1, ANSUL MODEL #CR-1-150D OR APPROVED EQUAL.				
25 EA	BG0400030 EXTINGUISHER, FIRE, PURPLE K, 20-LB., STORED PRESSURE TYPE, U.L. RATING 80 B-C, AMEREX #415, ANSUL/SENTRY MODEL #PK20 PART #429011 OR BADGER.				
		<b>PAYMENT TERMS</b>			
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Quantity	Description	Unit Price	Total
220 EA	BG0400035 EXTINGUISHER, FIRE,(ABC) 10 LB., SENTRY #436503, AMEREX #B456, KIDDIE ABC 10LB #466204, ANSUL SENTRY A10H #436500 OR BADGER.		
221 EA	BG0400037 EXTINGUISHER, FIRE, 20LB. SENTRY #434798, (ABC) SENTRY #429006, ANSUL #SY2014, AMEREX A411, KIDDIE OR BADGER, SENTRY 20 AA20-1,PART #43747		
13 EA	BG0400040 EXTINGUISHER, FIRE (WATER) CHARGED, 2-1/2 GAL STORED PRESSURE TYPE, KELOY STAINLESS STEEL, ANSUL SENTRY MODEL WO2-1, PART #430847, KIDDIE #897880, AMEREX MODEL 240 OR APPROVED EQUAL. **BADGER #WP61 NOT APPROVED BY RISK MANAGEMENT**		
23 EA	BG0400070 EXTINGUISHER, FIRE,(WATER) EMPTY, 2-1/2GAL. STORED PRESSURE TYPE, SENTRY #W02-1, AMEREX #240, GENERAL #WS 900, KIDDE #897880. **BADGER #WP61 NOT APPROVED BY RISK MANAGEMENT**		
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Quantity	Description	Unit Price	Total
145 EA	BG0400090 EXTINGUISHER, FIRE, 2-1/2 LB. (ABC) DRY CHEMICAL (COMES WITH MOUNTING BRACKET) KIDDIE #466227/10-ABC OR ANSUL #429101.		
55 EA	BG0400110 EXTINGUISHER, FIRE, DRY CHEMICAL, 5LB - U/L FIRE RATING 40B:C BADGER MODEL NUMBER 5R8-4H, ANSUL PART #429014, AMAREX B4523.		
72 EA	BG0400120 EXTINGUISHER, FIRE, CARBON DIOXIDE, GENERAL #15 RA CLASS 10 BCUL, KIDDE #PRO 15 CDM ANSUL STEEL 431571 OR ANSUL ALUMINUM 429322, SENTRY 15 ALUM, PART #431555.		
2 EA	BG0400130 EXTINGUISHER, FIRE ANSUL 150LB WHEELED, ABC DRY CHEMICAL, STANDARD UNIT. MODEL NUMBERS: AMERY 489 OR BADGER 150MB-98.		
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## 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 3764A 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 3764A, 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 3764A apply to this order. A copy can be obtained by calling (201) 395-3405 or at <http://www.panynj.gov/business-opportunities/become-vendor.html>
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.

**WAREHOUSE REQUIREMENTS 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 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 "Total", the Bidder's unit price shall prevail.

**3. ACCEPTABLE PRODUCTS**

This Bid may call for specific brands and/or manufacturers that have been deemed acceptable for the purpose intended. Bidders may however, offer alternate products. Bidder must identify the specific mfr. and / or model number they intend to supply for alternate products only. Prior to award, specification sheets and samples may be requested to be submitted for evaluation. 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 mfr. and model no's at the original quoted price to maintain bid eligibility for contract award. If you do not specify a mfr./model no., you will be required to supply one of the brands, if any, specified in the item description at the quoted price.

**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](http://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:

- 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 warehouse 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 dollar or quantities per Purchase Order release. The quantities noted in the Request for Quotation are 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 releases via facsimile message from the Port Authority.

### 4. PURCHASE ORDERS

Releases against the Contract for the Port Authority warehouse will be coordinated using Purchase Orders issued by Inventory Control Group, 2 Montgomery St, Jersey City, New Jersey 07302. 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. The Vendor shall deliver within ten **(10) working 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 warehouses listed. 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 Number
2. The Port Authority Stock Number
3. A description of each item and part number
4. The quantity shipped of each item.
5. The Vendor's packing slip and 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 warehouse 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** working 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 07201  
(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

## **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, Jr. 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, 5<sup>th</sup> 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 re-letting cost of \$100, plus any other damages to the Port Authority.

## **14. 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 five (5) days written notice to the Contractor. The contractor shall have no right of termination except for cause.

## **15. CONFLICT OF TERMS AND CONDITIONS**

In the event of any conflict between these "Warehouse Requirements Contract" terms and conditions and the terms and conditions on the "Request for Quotation" form, the "Warehouse Requirements Contract" 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