THE PORT AUTHORITY OF NY & NJ
2 Montgomery Street, 3rd Floor, Jersey City, NJ 07302

Date 11/15/2013

REQUEST FOR QUOTATION

Collective# 0000035588
Bid Due Date 12/09/2013
Bids must be received no later than 11:00 AM on the above Bid Due Date.

Deliver Goods/Services To:

Contact person/Telephone
Nancy Ubilla/201-395-3402

Quantity	Description	Unit Price	Total
	HYDRANTS & ACCESSORIES - TWO(2) YEAR REQUIREMENTS CONTRACT THIS IS A REQUIREMENTS CONTRACT FOR HYDRANTS & ACCESSORIES AS SPECIFIED, TO BE SUPPLIED ON AN AS REQUIRED BASIS. CONTRACT TO COMMENCE ON OR ABOUT 4/4/2014 - 4/3/2016. UNIT PRICES SHALL REMAIN FIRM FOR TWO (2) YEAR TERM OF THE CONTRACT. DELIVERY REQUIREMENTS: THE VENDOR SHALL DELIVER WITHIN TEN (10) CALENDAR DAYS FROM RECEIPT OF PURCHASE RELEASE ORDERS. DELIVERY POINTS: STOCKROOMS AS INDICATED ON ATTACHMENT ATTACHMENTS: WAREHOUSE REQUIREMENTS CONTRACT - INFORMATION FOR BIDDERS TO BE MADE PART OF THIS CONTRACT. PLEASE READ ALL INSTRUCTIONS PRIOR TO STARTING BID PREPARATION. This is not to be considered an order for delivery, but merely, upon issuance, vendor shall be bound to honor requests from the facilities for the materials shown for the term of the contract commencing on date of award. Quantities shown are for bid evaluation only and constitute no guarantee what		
	PLEASE QUOTE FULLY DELIVERED PRICES — **PAYMENT TERMS**	**Total Delivered Price**	

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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 _____

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	quantity, if any may actually be called for. *******UNIT PRICES SHALL BE ENTERED WITH A MAXIMUM OF TWO DECIMAL PLACES. ******* IT IS THE INTENTION OF THE PORT AUTHORITY TO ISSUE AN AWARD TO ONE BIDDER BASED ON THE TOTAL DELIVERED PRICE FOR ALL ITEMS. MAKE ALL EFFORTS TO QUOTE ON EVERY ITEM. BIDS THAT CONTAIN ITEMS NOT QUOTED MAY BE REJECTED. 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_____. ****QUOTE ONLY FULLY DELIVERED PRICES****		
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Quantity	Description	Unit Price	Total
	This is a Formal Bid Invitation Mail Sealed Bids to: The Port Authority of NY & NJ Attn: Bid Custodian Procurement Department 2 Montgomery Street, 3rd Floor Jersey City, NJ 07302 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.		
18 EA	BG0800030		
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Quantity	Description	Unit Price	Total
	HYDRANT, FOR SMITH FIRE PART #6 - STEAMER NOZZLE CAPS 4-1/4" V.O. - 4-1/2" - 5-3/4" OD 4 THREADS BLACK 7 PENT. FOR "S" SERIES HYDRANT.		
18 EA	BG0800040 HYDRANT, FOR SMITH "S" SERIES, PART #7 - MAIN VALVE BOTTOM PLATES- 4-1/4" V.O., PART #200001651		
18 EA	BG0800050 HYDRANT, FOR SMITH "S" SERIES, PART #8 - MAIN VALVE TOP PLATES 4-1/4 V.O, PART #4000023298 .		
18 EA	BG0800060 HYDRANT, FOR SMITH "S" SERIES PART #9 -MAIN VALVE SEAT RINGS 4-1/4 V.O., PART #4000019622		
48 EA	BG0800070 HYDRANT, FOR SMITH "S" SERIES, PART #12 - SPRING PINS-4-1/4 V.O.		
48 EA	BG0800090 HYDRANT, FOR SMITH "S" SERIES, PART #22 - SPRINGS (#692515), PART #2000001773		
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Quantity	Description	Unit Price	Total
96 EA	BG0800100 HYDRANT, FOR SMITH "S" SERIES, PART #30 - SPRING WASHERS		
48 EA	BG0800130 HYDRANT, FOR SMITH "S" SERIES, PART #44 -MAIN VALVE, OPEN RIGHT		
48 EA	BG0800140 HYDRANT, FOR SMITH "S" SERIES, PART #45, VALVE SEAT RING WASHERS NYFD PART #2000001651		
19 EA	BG0800150 HYDRANT, FOR SMITH "S" SERIES, PART #50 - TOP FLANGE GASKET NYFD-4-1/4 V.O.		
12 EA	BG0800290 HYDRANT PART, SMITH "S" SERIES DRAIN ROD #26 NYPD 8 FT HEIGHT BURY		
24 EA	BG0800291		
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Quantity	Description	Unit Price	Total
	HYDRANT PART, SMITH "S" SERIES DRAIN ROD #26 NYFD 6 FT HEIGHT BURY		
24 EA	BG0800340 HYDRANT, SMITH "S" SERIES PART #39 YOKE STEM BRONZE SHEATHED. (OPEN RIGHT), PART #4000019570		
24 EA	BG0800480 HYDRANT, PART SMITH "S" SERIES, PROTECTOP #18 CROSS BAR 5' BURY NEWARK STANDARD LOW PRESSURE (#687411), PART #40000019550.		
48 EA	BG0800505 HYDRANT, PART SMITH "S" SERIES, PROTECTOP #91 BOTTOM CAP NUT GASKET 5 FT BURY LOW PRESS (#500022), PART #200001775.		
24 EA	BG0800550 HYDRANT, SMITH "S" SERIES, PART #29 CROSS BAR SET SCREW NEWARK STANDARD PROTECTOP, 5' BURY PARTS LOW PRESS (#009411), PART # 2000001646.		
48 EA	BG0800605		
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Quantity	Description	Unit Price	Total
	HYDRANT, SMITH "S" SERIES, PART #19A, HOLD DOWN NUT.		
48 EA	BG0800615 HYDRANT, SMITH "S" SERIES, PART #92A, TOP PLATE GASKET.		
48 EA	BG0800625 HYDRANT, SMITH "S" SERIES, PART #95, HOLD DOWN NUT-O-RING.		
48 EA	BG0800700 HYDRANT, SMITH "S" SERIES, PART #53 KEY PIN FOR VALVE ROD, NEWARK STANDARD PROTECTOP - 5' BURY PARTS, LOW PRESSURE. (#692349).		
48 EA	BG0800705 HYDRANT, SMITH "S" SERIES, PART #90 SEAL PLATE "O" RING RUBBER NEWARK STANDARD PROTECTOP 5' BURY PARTS		
24 EA	BG0800720 HYDRANT, SMITH "S" SERIES - DRIP ROD UPPER		
	PLEASE QUOTE FULLY DELIVERED PRICES	**PAYMENT TERMS**	**Total Delivered Price**

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Quantity	Description	Unit Price	Total
	EXTENSION #15 NEWARK STANDARD 5' BURY, LOW PRESS.		
24 EA	BG0800730 HYDRANT, SMITH "S" SERIES, DRIP (DRAIN) ROD LOWER EXTENSION #16 NEWARK STANDARD 5' BURY, PROTECTOP, LOW PRESSURE.		
24 EA	BG0800740 HYDRANT PART, SMITH "S" SERIES, DRIP ROD NUT #17 NEWARK STD PROTECTOP 5 FT BURY, LOW PRESS, PART #2000001753.		
24 EA	BG0800750 HYDRANT PART, SMITH "S" SERIES, DRIP ROD LOCKNUT #17A NEWARK STD PROTECTOP 5 FT BURY, LOW PRESS, PART #2000001753.		
24 EA	BG0800760 HYDRANT, SMITH "S" SERIES, MAIN VALVE NUT #21B NEWARK STANDARD PROTECTOP 5' BURY, LOW PRESS.		
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48 EA	BG0800780 HYDRANT, SMITH "S" SERIES, MIDDLE FLANGE GASKET #65 NEWARK STANDARD PROTECTOP 5' BURY, LOW PRESS.		
48 EA	BG0800790 HYDRANT, SMITH "S" SEREIES, TOP FLANGE GASKET #50 NEWARK STANDARD PROTECTOP 5' BURY, LOW PRESS.		
24 EA	BG0800800 HYDRANT, SMITH "S" SERIES, BOTTOM FLANGE GASKET #51 NEWARK STANDARD PROTECTOP 5' BURY, LOW PRESS.		
24 EA	BG0800810 HYDRANT PART,SMITH "S" SERIES MAIN VALVE ROD #668649 LOWER SECTION W/CAP NUT GASKET, NEWARK STD PROTECTOP 5 FT BURY, #25A-PT W/ 20, 27,21B,53,91 ,91A,92,92A, LOW PRESS.		
18 EA	BG0800830 HYDRANT PART, SMITH "S" SERIES, STAND PIPE		
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Quantity	Description	Unit Price	Total
	COUPLING #60 PT. NEWARK STD PROTECT OP 5 FT BURY LOW PRESSURE (#668921), PART #4000019704.		
48 EA	BG0800840 HYDRANT, SMITH "S" SERIES MAIN ROD COUPLING #61 NEWARK STANDARD PROTECTOP 5' BURY, LOW PRESS.		
96 EA	BG0800850 HYDRANT, SMITH "S" SERIES MAIN ROD COUPLING PART #62 NEWARK STANDARD PROTECTOP 5' BURY, LOW PRESS. (#010380)		
38 EA	BG0800860 HYDRANT, SMITH "S" SERIES, MAIN ROD COUPLING SPRINGS #63 NEWARK STANDARD PROTECTOP 5' BURY, LOW PRESS. (#692497)		
2 EA	BG0800962 HYDRANT, CLOW MEDALLION #415069114APx02, 5 1/4" x 6", 6" MCJ W/MCJ AND MJ ACC, 3 WAY NST, OL 6', YELLOW BURY		
6 EA	BG1000030		
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Quantity	Description	Unit Price	Total
	WRENCH, SPANNER,HOSE 2-1/2" COMMON TYPE FIRE END CROCKER #NA 2 205 BADGER # 16-185 or POTTER ROEMER # 6051		
22 EA	BG1000060 WRENCH, HYDRANT, SPANNER ADJUSTABLE J.G. POLLARD HYDRANT WRENCH - FIG #P66602, TRUMBULL #377-5960 OR APPROVED EQUAL.		
22 EA	BG0800280 HYDRANT PART, SMITH "S" SERIES MAIN VALVE ROD #25 PT NYFD UPPER SECTION (#692092)		
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PA280/9-03

TERMS AND CONDITIONS

1. The Port Authority (PA) reserves the right to request information relating to seller's responsiblity, 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.
14.Neither the Commissioners of the Port Authority, nor Directors of PATH, nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Contractor with any liability, or held personally liable to the Contractor under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach, thereof.

WAREHOUSE 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 completely 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 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 deem 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 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 co nsumer 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 calendar1 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 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 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 **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 warehouse 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 **1** 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, Hangar 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

2 Montgomery Street
Jersey City, New Jersey 07032

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, 5th Floor, Jersey City, New Jersey 07306.

13. NON-PERFORMANCE OF VENDORS DUTIES RELETTING 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

The Port Authority may terminate this Contract with 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 "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