



REQUEST FOR QUOTATION

Contact person/Telephone
Larry Waxman/201-395-3451

Collective# 0000038030
Bid Due Date 06/12/2014
Bids must be received no later than 11:00 AM on the above Bid Due Date.

Deliver Goods/Services To:

Quantity	Description	Unit Price		Total	
	<p>TRAFFIC SAFETY PEDESTRIAN BARRIERS, BARRELS ETC., REQUIREMENTS CONTRACT. TERM OF CONTRACT IS A THREE (3) YEAR PERIOD FROM ON OR ABOUT 9/01/2014 TO ON OR ABOUT 8/31/2017.</p> <p>SEE ATTACHED NINE (9) PAGE BOILER PLATE WHICH ALSO CONTAINS A PROVISION FOR EXTRA WORK WHICH MAY INCLUDE THE RENTAL OF VARIOUS TRAFFIC SAFETAY AND CROWD CONTROL EQUIPMENT IF REQUIRED.</p> <p>QUOTE FOB DELIVERED PRICING ON ALL ITEMS.</p> <p>UPON REQUEST BY THE PORT AUTHORITY BIDDER(S) WITHIN THREE (3) CALENDAR DAYS SHALL SUBMIT THE FOLLOWING INFORMATION: EQUIPMENT TO BE OFFERED: MANUFACTURER(S): _____ PLANT LOCATION(S): _____ MAKE/MODEL/PART NUMBER(S): _____ IF OFFERING OTHER THAN AS SPECIFIED SUBMIT TWO COPIES OF CATALOG CUTS/SPECIFICATIONS/DRAWINGS FOR PORT AUTHORITY REVIEW AND APPROVAL.</p> <p>PLEASE FOLLOW RETURN TO BID INSTRUCTIONS.</p>				
	<p>PLEASE QUOTE FULLY DELIVERED PRICES</p>	<p>PAYMENT TERMS</p>		<p>Total Delivered Price</p>	

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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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	<p>REPLY ONLY ON PATH / PA REQUEST FOR QUOTATION FORM AS ATTACHING YOUR COMPANY'S TERMS & CONDITIONS MAY CAUSE YOUR BID TO BE DEEMED NON RESPONSIVE AND OR DELAY AN AWARD ISSUED.</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> <p>QUESTIONS ONLY CONTACT: LARRY WAXMAN TEL: 201 395 3451 OR EMAIL: Lwaxman@panynj.gov</p>				
	<p>PLEASE QUOTE FULLY DELIVERED PRICES</p>	<p>PAYMENT TERMS</p>		<p>Total Delivered Price</p>	

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	<p>This is a Formal Bid Invitation Mail Sealed Bids to:</p> <p>The Port Authority of NY & 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. & 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>				
132 EA	AS0100106				
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Quantity	Description	Unit Price		Total	
	SLEEVE, BOLLARD, 72" HIGH X 6" DIAMETER. SOLID YELLOW POLYETHYLENE WITH VERTICAL RIBS.				
400 EA	AS0100248 TRAFFIC BARREL, CHANNELIZER DRUM, LENGTH 23 IN., WIDTH 18 IN., HEIGHT 36 IN., COLOR ORANGE/WHITE, MATERIAL POLYPROPYLENE, OUTSIDE DIA. 23 IN., STORAGE SIZE LENGTH 23 IN., STORAGE WIDTH 23 IN., NUMBER OF PANELS 4, PANEL HEIGHT 6 IN., TAPE COLOR ORANGE/WHITE, ENGINEER GRADE SHEETING TAPE MATERIAL, WEIGHT 8 LBS. B500LC 4-6DG. Compliance: Meets MUTCD Standards.				
310 EA	AS0100249 BASE, TIRE RING FOR TRAFFIC DRUM STOCK# AS0100248.				
200 EA	AS0100643 BARRICADE, CROWD CONTROL, INTERLOCKING BLOCKADER STEEL BARRIER, 6-1/2FT(2M), FLAT FOOT WITH RUBBER PADS, HOT DIPPED GALVANIZED FINISH, 43 INCHES HIGH; PART # BB-116 AS MANUFACTURED BY TAMIS;				
PLEASE QUOTE FULLY DELIVERED PRICES		PAYMENT TERMS		Total Delivered Price	

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Quantity	Description	Unit Price	Total
51 EA	AS0100694 BARRIER, PEDESTRIAN, PORTABLE GALVANIZED 8 FT. LENGTH WITH BRIDGE LEGS		
14 EA	AS0100697 BARRIER, PORTABLE TRAFFIC, PLASTIC, 170LBS DRY WEIGHT. BARRIER SIZE: 42" HIGH X 24" W x 72" LONG. COMES WITH DRAIN PLUG COLOR: ORANGE OR WHITE. GUARDIAN PRODUCTS NUMBER P6000142.		
52 EA	AS0100970 BARRIER, PLASTIC PORTABLE, 60"L X 36"H X 24"W, WITH SWIVEL PIN. COLOR: ORANGE OR WHITE. (TO BE SPECIFIED AT TIME OF ORDER). WEIGHT: EMPTY 50 LBS, FULL 683LBS, ATM TRAFFIC SYSTEMS #590.		
210 EA	AS0103150 SIGN, BASE. ROLL-UP CONSTRUCTION, ZEPHYR		
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Quantity	Description	Unit Price		Total	
	RUBBER BASE STAND FOR TRAFFIX DEVICES ROLL-UP SIGN SYSTEM; ZYPHYR PORTABLE SIGN STAND UNIVERSAL #26000USH.				
10 EA	AS0103470 SIGN, DOUBLE ARROW 48" X 48" TRAFFIC DEVICES ROLL UP SIGN SYSTEM MUTCD #W12-1				
12 EA	AS0103480 SIGN, BLANK 48" X 48" TRAFFIC DEVICES ROLL UP SIGN SYSTEM				
10 EA	AS0103490 SIGN, ARROW POINTING TO THE LEFT, 48" X 24" TRAFFIC DEVICES ROLL UP SIGN SYSTEM MUTCD #W1-6				
10 EA	AS0103495 SIGN, TRANSITION SYMBOL LEFT, ROLL UP 48" X 48", TRAFFIX DEVICES ROLL UP SIGN SYSTEM MUTCD #W4-2L				
10 EA	AS0103500 SIGN, TRANSITION SYMBOL RIGHT, ROLL UP 48" X 48"				
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 Firm Name _____



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Quantity	Description	Unit Price		Total	
	TRAFFIX DEVICES ROLL UP SIGN SYSTEM MUTCD #W4-2R				
10 EA	AS0103510 SIGN, CENTER LANE CLOSED AHEAD, ROLL UP 48" X 48" TRAFFIX DEVICES ROLL UP SIGN SYSTEM MUTCD #W9-3				
10 EA	AS0103520 SIGN, ROAD WORK AHEAD, ROLL UP 48" X 48",TRAFFIX DEVICES ROLL UP SIGN SYSTEM MUTCD #W20-1				
10 EA	AS0103530 SIGN, LEFT LANE CLOSED AHEAD, ROLL UP 48" X 48" TRAFFIX DEVICES ROLL UP SIGN SYSTEM MUTCD # W20-5L				
10 EA	AS0103540 SIGN, LEFT LANE CLOSED 1000 FT, ROLL UP 48" X 48" TRAFFIX DEVICES ROLL SIGN SYSTEM MUTCD # W20-5L				
10 EA	AS0103550 SIGN, LEFT LANE CLOSED 400 FT, ROLL UP 48" X 48" TRAFFIX DEVICES ROLL UP SIGN SYSTEM MUTCD #				
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Quantity	Description	Unit Price		Total	
	W20-5L (SPEEDS <= 30 MPH)				
10 EA	AS0103560 SIGN, RIGHT LANE CLOSED AHEAD, ROLL UP 48" X 48" TRAFFIX DEVICES ROLL UP SIGN SYSTEM MUTCD # W20-5R				
10 EA	AS0103570 SIGN, RIGHT LANE CLOSED 1000 FT, ROLL UP 48" X 48" TRAFFIX DEVICES ROLL SIGN SYSTEM MUTCD # W20-5R				
10 EA	AS0103580 SIGN, RIGHT LANE CLOSED 400 FT, ROLL UP 48" X 48" TRAFFIX DEVICES ROLL UP SIGN SYSTEM MUTCD # W20-5R (SPEEDS <= 30 MPH)				
10 EA	AS0103590 SIGN, 2 RIGHT LANE CLOSED 1000 FT , ROLL UP 48" X 48" TRAFFIX DEVICES ROLL UP SIGN SYSTEM MUTCD # W20-5aR				
10 EA	AS0103595 SIGN, 2 RIGHT LANE CLOSED 400 FT, ROLL UP 48" X 48"				
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Quantity	Description	Unit Price	Total
	TRAFFIX DEVICES ROLL SIGN SYSTEM MUTCD # W20-5aR (SPEEDS <= 30 MPH)		
5,000 BAG	BC0100014 BAG,SAND, NYLON, 15" x 3" x 27", FILLED WITH SAND.40-50LB. 75 BAGS PER PALLET.		
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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.
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 whole or in part and to waive defects in bids.

2. CORRECTION IN COMPUTATION

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

3. ACCEPTABLE PRODUCTS

This Bid calls for specific brands and/or manufacturers that have been deemed acceptable for the purpose intended. Bidders may not offer alternate brands.

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 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 the contract. The contract term is **3 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 releases via facsimile message from the Port Authority.

4. PURCHASE ORDERS

Releases against the Contract for the Port Authority warehouse(s) will be coordinated using Purchase Orders issued by the Material Control Group located at 777 Jersey Avenue, Jersey City, NJ 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 Material Control Group. The Vendor shall

deliver within **5 CALENDAR DAYS**, from receipt of Purchase Order. There shall no minimum quantities or dollars per Purchase Order release.

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.
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 **5 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 5 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 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
(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

Labor Day

5

Martin Luther King, Jr. Birthday
Lincoln's Birthday
President's Day
Memorial Day
Independence 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. EXTRA WORK

The Contractor is required to provide separate materials, supplies, equipment and personnel for Extra Work when such is deemed necessary by the Manager. "Extra Work" as used herein shall be defined as work which differs from that expressly or impliedly required by the Specifications in their present form. Total Extra Work performed by the Contractor shall not exceed six percent (6%) of the Total Estimated Contract Price of this Contract for the entire Term of this Contract including extensions thereof, or six percent (6%) of the Total Estimated Contract Price of each Section if this Contract is awarded by separate Sections.

The Contractor is required to perform Extra Work pursuant to a written order of the Manager expressly recognizing such work as Extra Work. If Lump Sum or Unit Price compensation cannot be agreed upon by the parties in writing prior to the start of Work, the Contractor shall perform such Extra Work and the Contractor's compensation shall be increased by the sum of the following amounts and such amounts only: (1) the actual net cost, in money, of the labor and material, required for such Extra Work; (2) ten percent (10%) of the amount under (1) above; (3) such rental as the Manager deems reasonable for plant and equipment (other than small tools) required for such Extra Work; (4) if the Extra Work is performed by a subcontractor, an additional five percent five percent (5%) of the sum of the amounts under (1) through (3) above.

As used in this numbered clause (and in this clause only):

"Labor" means laborers, mechanics, and other employees below the rank of supervisor, directly employed at the Site of the Work subject to the Manager or their designee's authority to determine what employees of any category are "required for Extra Work" and as to the portion of their time allotted to Extra Work; and "cost of labor" means the wages actually paid to and received by such employees plus a proper proportion of (a) vacation allowances and union dues and assessments which the employer actually pays pursuant to contractual obligation upon the basis of such wages, and (b) taxes actually paid by the employer pursuant to law upon the basis of such wages and workers' compensation premiums paid pursuant to law. "Employees" as used above means only the employees of one employer.

"Net Cost" shall be the Contractor's actual cost after deducting all permitted cash and trade discounts, rebates, allowances, credits, sales taxes, commissions, and refunds (whether or not any or all of the same shall have been taken by the Contractor) of all parts and materials purchased by the Contractor solely for the use in performing its obligation hereunder provided, where such purchase has received the prior written approval of the Manager as required herein. The Contractor shall promptly furnish to the Manager such bills of sale and other instruments as the Manager may require, executed, acknowledged and delivered, assuring to the Manager title to such materials, supplies, equipment, parts, and tools free of encumbrances.

"Materials" means temporary and consumable materials as well as permanent materials; and "cost of materials" means the price (including taxes actually paid by the Contractor pursuant to law upon the basis of such materials) for which such materials are sold for cash by the manufacturers or producers thereof, or by regular dealers therein, whether or not such materials are purchased directly from the manufacturer, producer or dealer (or if the Contractor is the manufacturer or producer thereof, the reasonable cost to the Contractor of the manufacture and production), plus the reasonable cost of delivering such materials to the Site of the Work in the event that the price paid to the manufacturer, producer or dealer does not include delivery and in case of temporary materials, less their salvage value, if any.

The Manager shall have the authority to decide all questions in connection with the Extra Work. The exercise by the Manager of the powers and authorities vested in him/her by this section shall be binding and final upon PATH and the Contractor.

The Contractor shall submit all reports, records and receipts as are requested by the Manager so as to enable him/her to ascertain the time expended in the performance of the Extra Work, the quantity of labor and materials used therein and the cost of said labor and materials to the Contractor.

The provisions of this Contract relating generally to Work and its performance shall apply without exception to any Extra Work required and to the performance thereof. Moreover, the provisions of the Specifications relating generally to the Work and its performance shall also apply to any Extra Work required and to the performance thereof, except to the extent that a written order in connection with any particular item of Extra Work may expressly provide otherwise.

If the Contractor deems work to be Extra Work, the Contractor shall give written notice to Manager within twenty-four (24) hours of performing the work that he so considers as Extra Work, and failure of the Contractor to provide said notice shall be a waiver of any claim to an increase in compensation for such work and a conclusive and binding determination that it is not Extra Work.

The Contractor shall supply the amount of materials, supplies, equipment and personnel required by the Manager within five days (5) following the receipt of written or verbal notice from the Manager, or in the case of an emergency as determined by the Manager, within twenty four (24) hours following the receipt by the Contractor of the Manager's written or oral notification. Where oral notification is provided hereunder, the Manager shall thereafter confirm the same in writing. All Extra Work shall be billed to Port Authority on a separate invoice on a monthly basis.

12. 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

13. 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.

14. 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.

15. 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.

16. 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.

17. 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

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