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

Date 11/06/2014

REQUEST FOR QUOTATION

Collective#
0000040353

Bid Due Date
11/25/2014

Bids must be received no later than 11:00 AM on the above Bid Due Date.

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

Deliver Goods/Services To:
Port Authority Journal Square
Port Authority, One Path Plaza
Jersey City NJ 07306

Quantity	Description	Unit Price	Total
	MICR Printers and Folder/Sealer- Three (3) Year Maintence/Service Contract. Contract to commence on or about 2/15/2015 through 2/14/2018. ATTACHMENTS: "SPECIFICATIONS-MICR PRINTERS, FOLDERS AND SEALERS", ATTACHMENT A AND 'INSURANCE PROCURED BY THE CONTRACT' to be made part of this Contract. ***NOTE THE FOLLOWING FACILITY, JOURNAL SQUARE TRANSOPORATION CENTER (JSTC), LISTED UNDER THE SPECIFICATION AND ATTACHMENT A, WILL BE RELOCATED SOMETIME IN 2015 TO 2 MONTGOMERY STREET, 3RD FLOOR, JERSEY CITY, NJ 07302. Contract Administrator: Michael Dzurina TERMINATION: In addition to any other right of termination under this Agreement, this Contract may be terminated by the Port Authority with or without cause at any time during the term or extend term of this Contract upon (5) days written notice to the Contractor. Termination shall be by certified mail. 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		
	PLEASE QUOTE FULLY DELIVERED PRICES — **PAYMENT TERMS**	**Total Delivered Price**	

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_____

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

REQUEST FOR QUOTATION

Bid Due Date
11/25/2014

Quantity	Description	Unit Price	Total
	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 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 $1,500,000. My firm was certified as a _____on_____. ****QUOTE ONLY FULLY DELIVERED PRICES****		
	PLEASE QUOTE FULLY DELIVERED PRICES — **PAYMENT TERMS**	**Total Delivered Price**	

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Signed_____Date_____
Firm Name_____

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

Date 11/06/2014

REQUEST FOR QUOTATION

Bid Due Date
11/25/2014

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.		
1 EA	3 Year M&S Contract		
	PLEASE QUOTE FULLY DELIVERED PRICES	**PAYMENT TERMS**	**Total Delivered Price**

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Signed_____Date_____
Firm Name_____

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

REQUEST FOR QUOTATION

Bid Due Date
11/25/2014

Quantity	Description	Unit Price	Total
	Three(3) Year maintenance and on call services for MICR Printers, Folders and Scanners as described in Specifications. PRICING: 1.Monthly/Semi Annual Maintenance for MICR Printers and Sealer/Folders $_____ X 36 = $_____ 2.Replacement parts for 3 years: Percent mark-up or Discount off invoice _____% X $15,000 = $_____+/- $15,000 = $_____ 3.Hourly Labor Charge for Emergency Service: NOTE: Emergency hours are 5:00pm to 8:00am Charge per hour / Est. Emergency Hrs. for 3 years / Est. 3 year , , Total $_____ x 90 hours = $_____ Total Annual Contract Price - $_____ (Sum of 1-3)		
	PLEASE QUOTE FULLY DELIVERED PRICES	**Total Delivered Price**	

PAYMENT TERMS

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Signed_____Date_____
Firm Name_____

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.

Insurance Procured By The Contractor

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

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

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

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

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

"The insurance carrier(s) shall not, without obtaining the express advance written permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statues respecting suits against the Port Authority."

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

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

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

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

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

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

The requirements for insurance procured by the Contractor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Contractor under this contract. The insurance requirements is not a representation by the Authority as to the adequacy of the insurance to protect the Contractor against the obligations imposed on them by law or by this or any other Contract. (CITS#4670N)

SPECIFICATIONS - MICR PRINTERS, FOLDERS AND SEALERS

1. **Specific Definitions**

   To avoid undue repetition, the following terms, as used in this Contract, shall be construed as follows: "Facility" shall mean:

   Journal Square Transportation Center (JSTC)

   One PATH Plaza, 5th & 6th Floor

   Jersey City, NJ 07306

   Attention: Mike Dzurina 201-216-6301

   or

   Linda Gligorijevic 201-216-6394

   Teleport

   5 Telecenter Drive, Suite 201

   Staten Island, NY 10311

   Attention: Mike Dzurina 201-216-6301

   or

   Linda Gligorijevic 201-216-6394

2. **Work Required by the Specifications**

   These specifications relate generally to the performance of maintenance and service on an "on-call" or as needed basis for MICR printers, folders and sealers including routine semi-annually inspections of all MICR printers and folder/sealer equipment as indicated in attachment A.

   Work shall be scheduled during the regular service window hours or 8:00a.m. to 5:00p.m., Monday through Friday, excluding holidays. The Contractor shall provide confirmation and schedule the service call to the Port Authority authorized representative within two (2) hours of notification of needed service.

3. **Regular Repair Service**

   a. The Port Authority may make request for repair services by telephone, fax or email. The Contractor shall acknowledge the request for repair within two (2) hours after Port Authority notification.

   b. Regular repair service shall consist of arriving at the designated Facility with the appropriate personnel and materials within the designated response times provided in schedule A below. The Contractor shall perform all necessary repairs and adjustments to

the equipment, including by not limited to the replacement of failed parts, and/or restoration of unimpaired equipment.

4. **Emergency Repair Service**

The Contractor shall arrive at the designated Facility with the appropriate personnel and materials within three (3) hours of notification by the Port Authority authorized representative. The Contractor shall also respond to Port Authority request for emergency repair at anytime outside of the regular repair service window period (Monday though Friday, 8 a.m. to 5 p.m, excluding holidays) and shall continue working until the emergency is abated. Requests for service shall be made by the authorize representative by telephone, fax or email.

a. Emergency repair service shall be requested for failures that constitute an immediate danger to personnel or property, or interfere with Port Authority operations, as determined by the Port Authority authorized representative.

b. If any of the following conditions are found to exist, the Contractor shall contact the Port Authority authorized representative for further instructions and authorizations:

1. The work required is substantially more extensive or difficult than the specific, routine maintenance inspection and warranted service call request indicated;
2. The costs of parts, material and labor will exceed Five Hundred Dollars ($500)
3. Repairs require the Contractor return a second day.
4. Emergency Service Calls be made by one (1) person. If the work requested requires a second person, the Port Authority authorized representative must approve the additional labor prior to the commencement of work by the Contractor.

5. **Replacement Parts**

All replacement parts shall be new or equivalent to new in performance. New part shall be used unless no longer available from the manufacturer. HP printer maintenance kits (110V) will be provided by the Port Authority for replacement of consumable parts for the TROY 9050 MICR payroll printers. The maintenance kits include original HP replacement parts: fuser assembly, transfer roller, tray pick up rollers and gloves The contractor will advise the PA when are used and need to be restocked. Service Tickets

The Contractor shall submit Service Tickets for each service call. These tickets shall be submitted to the Port Authority and shall constitute the official records of service performed on the equipment specified herein. The ticket shall include the following information:

1. Date of service call
2. Equipment repaired

3. Service provided

4. Parts furnished, including description, model number and serial number of the part replaced.

5. Arrival and departure times at each work location. The entries will be countersigned by the Port Authority authorized representative in order to verify that arrival and departure times. The Contractor shall not be compensated without such verification

6. Service employee names and signatures.

Attachment A

Secure MICR Check Printer Inventory

#	Location	Division	Model #	Serial #
1	JSTC - 5th Floor	Payroll	Troy MICR 9050	JPRCC580MQ
2	JSTC - 5th Floor	Payroll	Troy MICR 9050	JPRCBCH0FR
3	JSTC - 5th Floor	Payroll	Troy MICR 9050	JPRCC9P0NW
4	JSTC - 5th Floor	General Accounting	Troy MICR 4015N	CNDY949630
5	JSTC - 5th Floor	General Accounting	Troy MICR 601TN	CNDCG8Z088
6	The Teleport	Payroll	Troy MICR 9000	JPBJP04986
7	The Teleport	Payroll	Troy MICR 9000	JPBJP05776
8	The Teleport	General Accounting	Troy MICR 4015N	CNDYC40495
9	The Teleport	General Accounting	Troy MICR 3015DN	VNB3R88343

Nine (9) MICR Ceck Printers **as of: 10/31/14**

Check & Document Folder / Pressure Sealer Inventory

#	Location	Division	Model #	Serial #
10	JSTC - 5th Floor	Payroll	Moore 4180-PS-4 Turbo	DBA 1014
11	JSTC - 5th Floor	General Accounting	Moore 4100	DBC 1333
12	JSTC - 6th Floor	Revenue	Moore 4100	DAR 0020
13	JSTC - 6th Floor	Revenue	Moore LM5	JBX2428
14	The Teleport	Payroll & Gen. Acctg.	Moore 4180-PS-4 Turbo	DBA 1012
15	JSTC - 5th Flr	Payroll	Moore LM-10 / VS-15	OBK7262 / 61

Six (6) Folder/Pressure Sealers **as of: 10/31/14**