



# REQUEST FOR QUOTATION

**Contact person/Telephone**  
Srividya Deshpande/201-395-3449

**Collective#** 0000041361  
**Bid Due Date** 03/03/2015  
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>SUPPLY AND DELIVER MOTOR OIL AND LUBRICANTS - TWO (2) YEAR REQUIREMENTS CONTRACT TO COMMENCE ON OR ABOUT 06/11/2015 TO 06/10/2017.</p> <p>The attached "Warehouse Requirements Contract/Standard Terms and Conditions" is included and is to be made part of this contract. Please read all terms and conditions before bidding.</p> <p>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 a two (2) year period, commencing on date of award. There are no guarantees as to the quantities, if any, that may actually be ordered.</p> <p>Delivery to be made to all P.A. facilities within (5) five calendar days of receipt of order.</p> <p>PLEASE NOTE: WHEN QUOTING EQUAL, ALL SUGGESTED OILS AND LUBRICANTS WILL BE PRE-APPROVED BY A PORT AUTHORITY AUTOMOTIVE CHIEF MAINTENANCE SUPERVISOR AND PARTS TECHNICIAN.</p>				
	<p><b>PLEASE QUOTE FULLY DELIVERED PRICES</b></p>	<p><b>PAYMENT TERMS</b></p>		<p><b>Total Delivered Price</b></p>	

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	<p>***PLEASE QUOTE FULLY DELIVERED PRICES FIRM FOR TWO (2) YEARS***</p> <p>Unit prices must be in accordance to the unit of measure indicated on the bid document and at a maximum of two decimal places.</p> <p>In addition to signing this RFQ, please print the name of the authorized signatory:</p> <p>_____</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 the bid opening for awards not exceeding \$1,000,000. My firm was certified as a _____ on _____.</p>				
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	<p>This is a Formal Bid Invitation</p> <p>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. 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. You must clearly mark the outside envelope/package with "BID ENCLOSED" and show your company name and address, as well as the 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.</p> <p>Questions concerning bid may be addressed to Srividya Deshpande at 201-395-3449 or sdeshpande@panynj.gov</p>				
	<p><b>PLEASE QUOTE FULLY DELIVERED PRICES</b></p>	<p><b>PAYMENT TERMS</b></p>		<p><b>Total Delivered Price</b></p>	

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Quantity	Description	Unit Price		Total
1,800 LB	EQ0100020 LUBRICANT, GEAR, 85W-140, API GL-5, API MT-1, 120 LB DRUM - COASTAL GEAR OIL 85W-140,KENDALL NS-MP 85W-140, EXXON GX 85W-140, GIBRALTAR 85W/140 EP, GETTY 85/140 GEAR OIL.			
3,575 GAL	EQ0100030 OIL, HYDRAULIC, ISO VG 32,PREMIUM ANTI-WEAR, RUST & OXIDATION INHIBITED, QUALIFIED AGAINST DENISON HF-O, VICKERS M-2950-S & I-286-S & CINCINNATI MILACRON P-68 (55 GAL DRUM), CONOCO HYDRAULIC AW32, TEXACO RANDO HD 32, GIBRALTAR 32 PREMIUM A/W HYDR, EXXON NUTO H 32, GETTY PREMIUM AW32.			
905 GAL	EQ0100034 OIL, RANDO HD 32,BULK FORM,ISO 32, PREMIUM HYDRAULIC OIL FORMULATED WITH ANTI-WEAR, RUST & OXIDATION INHIBITORS QUALIFIED AGAINST DENISON HF-O, VICKERS M-2950-S & I-286-S & CINCINNATI MILACRON P-68 SPEC, TEXACO PRODUCT CODE #1657, GILBRALTER 32 A/W HYDR OIL, EXXON HUMBLE AW-32 OR BEACON AW32 PRODUCT CODE #18055, GETTY AW32.			
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1,145 GAL	EQ0100035 OIL, HYDRAULIC, ISO VG 32, PREMIUM ANTI-WEAR, RUST & OXIDATION INHIBITED, QUALIFIED AGAINST DENISON HF-0, VICKERS M-2950-S & I-286-S & CINCINNATI MILACRON P-68 (5 GAL PAIL). CONOCO HYDRAULIC AW32, TEXACO RANDO HD 32, GIBALTAR 32 PREMIUM A/W HYDR, EXXON NUTO H 32, GETTY PREMIUM AW32.				
30 GAL	EQ0100037 OIL, COMPRESSOR, ISO VG 46, ANTI-WEAR, RUST & OXIDATION INHIBITORS, FOAM INHIBITORS, (5 GAL CAN). CONOCO PHILLIPS AW 46, EXXON NUTO H-46, TEXACO RANDO HD-46, GIBALTAR PREMIUM A/W 46, GETTY 46 AW.				
18,204 QT	EQ0100063 OIL, MOTOR, SAE 5W/30, FULL SYNTHETIC MOTOR OIL. API SN, ILSAC GF-5. LUBRIGOLD FULL SYNTHETIC 5W30 GF-5/SN, KENDALL GT-1, HAVOLINE FORMULA 3 M.O. SAE 5 W 30 TEXACO # 2195 OR GIBALTAR 5W/30 HD, EXXON SUPERFLO 5W30, GETTY SUPREME 5W/30, CONOCO 5W30.				
72 QT	EQ0100064				
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	OIL, MOTOR, SAE 40, API CF-2, CF.CAM2 SAE40, TEXACO URSA SUPER PLUS SAE 40, EXXON XD-3 SAE 40, GIBRALTAR SAE 40 SUPER S-3, 76 GUARDOL QLT 40.				
171 EA	EQ0100067 OIL, MOTOR, SAE 40, API CF-2, CF. CAM2 SUPER HD SAE40, CONOCO HD FLEET 40, TEXACO URSA SUPER PLUS SAE 40, EXXON XD-3 SAE 40, GIBRALTAR SAE 40 SUPER S-3, 76 GUARDOL QLT 40. * EACH = 1 GAL.				
252 QT	EQ0100070 OIL, MOTOR, SAE 10W-40. CAM2 10W40 SYNTHETIC BLEND, CONOCO SUPER ALL SEASON SYNTHETIC BLEND, KENDALL LIQUID TITANIUM 10w 40, 76 SUPER MOTOR OIL.API SM,SL, EXXON SUPERFLO, TEXACO HAVOLINE FORMULA 3, GIBRALTAR HD, GETTY SUPREME 10W/40.				
13,164 QT	EQ0100071 OIL, ENGINE, 5W20 FULL SYNTHETIC. LUBRIGOLD FULL SYNTHETIC SAE 5W20, MOBIL ONE, KENDALL FULL SYNTHETIC 5W20. API SERVICE GF-5/SN.				
810 GAL	EQ0100072				
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	OIL, MOTOR, SYNTHETIC BLEND 15W-40, API CJ-4 BULK FORM. CAM2 SUPER HD PREMIUM PLUS SYNTHETIC BLEND, KENDALL SUPER-D XA DIESEL ENGINE OIL, GETTY PREMIUM SYN BLEND 15W/40.				
2,220 QT	EQ0100073 OIL, MOTOR, SAE 15W/40, PREMIUM SYNTHETIC BLEND DIESEL ENGINE OIL. API CJ-4. CAM2 SUPER HD PREMIUM PLUS SYNTHETIC BLEND, KENDALL SUPER-D XA DIESEL ENGINE OIL, (12/1 QUARTS), 76 GUARDOL ECT 15/40				
715 GAL	EQ0100074 OIL, MOTOR, SYNTHETIC BLEND 15W/40, API CJ-4, (55 GAL DRUM). CAM2 SUPER HD PREMIUM PLUS SYNTHETIC BLEND, GETTY PREMIUM SYN BLEND 15W40 CJ-4				
59 DRM	EQ0100075 OIL, FULL SYNTHETIC 5W-40; 55 GAL. DRUM. KENDALL SHP FULL SYNTHETIC 5W-40 MOTOR OIL. MOBIL DELVAC 1 ESP; SHELL ROTELLA T SYNTHETIC; CITGUARD SYNDURANCE PLUS SYNTHETIC; AMALIE XLO ULTIMATE FULL SYNTHETIC. MUST BE APPROVED FOR CJ-4, CI-4 PLUS, API CI-4, CH-4,CG-4 (DIESEL ENGINES)				
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	API SM, SL, SJ (GASOLINE ENGINES)-CUMMINS CES 20081, MACK EO-O PREMIUM PLUS, MEET OEM APPROVALS FOR DETROIT DIESEL, CATERPILLAR, CUMMINS MACK AND VOLVO 2007 AND NEWER EMISION COMPLIANT ENGINES.				
5,271 EA	EQ0100076 OIL, MOTOR, SAE 15W/40, PREMIUM SYNTHETIC BLEND(1 GAL. CONTAINER). CAM2 SUPER HD PREMIUM PLUS SYNTHETIC BLEND, KENDALL SUPER-D XA DIESEL ENGINE OIL, API CJ-4, GUARDOL ECT. 15W/40.				
1,546 QT	EQ0100077 OIL, MOTOR, SAE 10W-30, SYNTHETIC BLEND. API SM SL, ILSAC GF-5. CAM2 SUPERPRO MAX 10W30 SYNTHETIC BLEND, CONOCO SUPER SYNTHETIC BLEND 10W-30, EXXON SUPERFLO, TEXACO HAVOLINE FORMULA 3, GIBRALTAR HD, GETTY SUPREME 10W30.				
90 GAL	EQ0100079 OIL, SAE 10 W 30, SYNTHETIC BLEND, BULK FORM, ILSAC GF-5. CAM2 SUPERPRO MAX 10W30 SYNTHETIC BLEND, CONOCO SUPER ALL SEASON SYNTHETIC BLEND 10W-30. EXXON SUPERFLO, TEXACO HAVOLINE				
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	FORMULA 3, GIBRALTAR HD, GETTY SUPREME 10W/30.				
60 EA	EQ0100083 OIL, MOTOR, SAE 30, API CF-2, CF, 1 GAL CONTAINER. CAM2 SUPER HD SAE30. CONOCO HD FLEET 30, KENDALL SUPER D-3 SAE 30, TEXACO URSA SUPER PLUS SAE 30, EXXON XD-3 SAE 30, GIBRALTAR SAE 30 SUPER S-3, 76 GUARDOL QLT30.				
552 GAL	EQ0100084 OIL, FULL SYNTHETIC 5W-40; BULK FORM. KENDALL SHP FULL SYNTHETIC 5W-40, MOBIL DELVAC 1 ESP; SHELL ROTELLA T SYNTHETIC; CITGUARD SYNDURANCE FULL SYNTHETIC ; TRITON ECT FULL SYNTHETIC AMALIE XLO ULTIMATE FULL SYNTHETIC. MUST BE APPROVED FOR CJ-4, CI-4 PLUS, API CI-4, CH-4,CG-4 (DIESEL ENGINES) API SM, SL, SJ (GASOLINE ENGINES)-CUMMINS CES 20081, MACK EO-O PREMIUM PLUS, MEET OEM APPROVALS FOR DETROIT DIESEL, CATERPILLAR, CUMMINS MACK AND VOLVO 2007 AND NEWER EMISION COMPLIANT ENGINES. ***IF ANY OTHER OIL IS SUGGESTED MUST BE PRE-APPROVED BY AN AUTOMOTIVE CHIEF MAINTENANCE SUPERVISOR AND A AUTOMOTIVE PARTS TECHNICIAN BEFORE				
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	PURCHASE*****		
279 GAL	EQ0100085 OIL, FULL SYNTHETIC 5W-40; 1 GALLON CONTAINER. CAM2 SYNAVEX ULTRA HD SAE 5W40, SHP Diesel Full Syn 5W40 MOBIL DELVAC 1 ESP; SHELL ROTELLA T SYNTHETIC; CITGUARD SYNDURANCE PLUS SYNTHETIC; KENDALL FULL SYNTHETIC SHP; TRITON ECT FULL SYNTHETIC AMALIE XLO ULTIMATE FULL SYNTHETIC. . MUST BE APPROVED FOR CJ-4, CI-4 PLUS, API CI-4, CH-4,CG-4 (DIESEL ENGINES) API SM, SL, SJ (GASOLINE ENGINES)-CUMMINS CES 20081, MACK EO-O PREMIUM PLUS, MEET OEM APPROVALS FOR DETROIT DIESEL, CATERPILLAR, CUMMINS MACK AND VOLVO 2007 AND NEWER EMISION COMPLIANT ENGINES. ***IF ANY OTHER OIL IS SUGGESTED MUST BE PRE-APPROVED BY AN AUTOMOTIVE CHIEF MAINTENANCE SUPERVISOR AND A AUTOMOTIVE PARTS TECHNICIAN BEFORE PURCHASE*****		
1,308 QT	EQ0100086 OIL, MOTOR, SAE 30, API CF-2, CF. CAM2 SUPER HD OR CAM2 SUPER PRO MAX SAE30. CONOCO HD FLEET 30, KENDALL SUPER D-3, SAE 30, TEXACO URSA SUPER		
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	PLUS SAE 30, EXXON XD-3 SAE 30, GIBRALTAR SAE30 SUPER S-3, 76 GUARDOL QLT 30.				
960 LB	EQ0100090 LUBRICANT, GEAR, 80W/90, 120 LB DRUM - API GL-5, API MT-1, COASTAL GEAR OIL 80W90, KENDALL NS MP 80W-90 GIBRALTAR 80W/90 EP GEAR, EXXON GX 80W-90, TEXACO, GETTY 80W90 GEAR OIL.				
330 GAL	EQ0100100 OIL, LUBRICATING, RUST & OXIDATION INHIBITED, ISO VG 68 (55 GAL DRUM). ARG R&O 68. TEXACO REGAL R&O 68 ASTM D4304, BRITISH STANDARD 489, EXXON TERESSTIC 68, GIBRALTAR 68 LUBE OIL R&O, MOBIL DTE HEAVY MEDIUM.				
330 GAL	EQ0100120 ANTIFREEZE, COOLANT, PRE-MIX. PEAK PREMIX, SHELLZONE #94010, OR FULL FORCE. (55 GALLON DRUM)				
522 QT	EQ0100125 OIL, AUTOMATIC TRANSMISSION FLUID.(ATF) DEXRON VI. LUBRIGOLD FULL SYNTHETIC MV DEXRON VI, DELCO				
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	10-9029, PENZOIL 5069376, KENDALL DEXRON VI OR EQUAL. USED ON GM CARS AND TRUCKS 2006 AND NEWER.		
936 QT	EQ0100130 OIL, AUTOMATIC TRANSMISSION FLUID (ATF). CAM2 DEX III ATF, CONOCO SUPER ATF, PHILLIPS 66 SUPER ATF, DEXRON III, EXXON SUPER-FLO ATF-M, HAVOLINE DEXRON III, GIBALTAR DEXRON III/MERCON ATF, TEXACO, GETTY MULTIPURPOSE ATF DEXIII/MERCON.		
375 GAL	EQ0100131 OIL, AUTOMATIC TRANSMISSION FLUID (ATF), LUBRIGOLD FULL SYNTHETIC MV DEXRON VI, BULK FORM, APPROVED FOR VEHICLES WHERE DEXRON VI ATF OR ALL EARLIER DEXRON FLUID IS SPECIFIED. GETTY MULTIPURPOSE ATF DEXRON VI.		
220 GAL	EQ0100133 OIL, DEXRON III/MERCON. 55 GAL. DRUM. CAM2 DEX III ATF, CONOCO SUPER ATF, GETTY ATF, CASTROL PART #25009 OR EQUAL. MUST MEET THE FOLLOWING SPECIFICATIONS: GM DEXRON III-QUALIFICATION F-30716 FORD MERCON QUALIFICATION M-960707		
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Signed \_\_\_\_\_  
 Firm Name \_\_\_\_\_  
 Telephone number \_\_\_\_\_ Date \_\_\_\_\_  
 Fax Number \_\_\_\_\_  
 Federal Taxpayer ID \_\_\_\_\_

Bidder  
Must  
Sign  
In  
Two  
Places

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 \_\_\_\_\_



# REQUEST FOR QUOTATION

Bid Due Date  
03/03/2015

Quantity	Description	Unit Price	Total
	ALLISON C-4 APPROVED C4-26843498		
145 GAL	EQ0100141 OIL, T.D.H.,(TRANSMISSION DIFFERENTIAL HYDRAULIC), 5-GAL. CAN,(10W20), MUST MEET REQUIREMENTS OF JOHN DEERE J20C; MASSEY FERGUSON M-1141; WHITE FARM EQUIPMENT Q-1802; FORD TRACTOR M2C134A M2C53A. CAM2 10W20 TDH, KENDALL HYKEN 052, EXXON TORQUE FLUID 560,TEXACO, GETTY UNIVERSAL TRACTOR HYDRAULIC FLUID.		
130 GAL	EQ0100142 OIL,BULK FORM, CAM2 HY-TRAN, KENDALL HYKEN 052,HY-TRAN(INTERNATIONAL HARVESTER)P/N 991067C2 OR CASE IH HY- TRAN ULTRA ( MS1209 ) 991054C2, OR HYDRA-TRANZ(PENZOIL)10W20,SAE GRADE-J300,ISO GRADE-3448:68. ONLY THE OILS MENTIONED ABOVE ARE ACCEPTABLE. OIL MUST MEET SAUER SUNDSTRAND HYDROSTATIC TRANSMISSION FLUID SPECIFICATIONS.		
15 EA	EQ0100147 OIL, UNIVERSAL TRACTOR, TRANSMISSION, DIFFERENTIAL & HYDRAULIC - MUST BE DELIVERED IN ORIGINAL MANUFACTURERS 5 GAL. PAIL.(EACH = ONE		
<b>PLEASE QUOTE FULLY DELIVERED PRICES</b>		<b>PAYMENT TERMS</b>	<b>Total Delivered Price</b>

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



# REQUEST FOR QUOTATION

Bid Due Date  
03/03/2015

Quantity	Description	Unit Price		Total	
	(1) 5 GAL. PAIL) - KENDALL HYKEN 052, TEXACO # TDH 'W' OIL, EXXON HYDRAULIC 56, MOBILFLUID 424, GIBALTAR UNIVERSAL TRACTOR FLUID, GETTY UNIVERSAL TRACTOR HYDRAULIC FLUID.				
1,428 QT	EQ0100148 FLUID, AUTOMATIC TRANSMISSION, COASTAL MV SYNTHETIC BLEND, CAM-2 MULTI-PURPOSE, MULTI-VEHICLE SYNTHETIC BLEND; PENNZOIL PT # 159920, KENDALL VERSATRANS ATF; CAN BE USED IN GM,FORD AND CHRYSLER PRODUCTS.				
192 PT	EQ0100151 OIL, OUTBOARD, COASTAL OUTBOARD 2-CYCLE, EVINRUDE TC-W3, VALVOLINE # 465, EXXON 2 CYCLE SUPREME, CASTROL MARINE MULTI MIX 3, TEXACO, KENDALL GT-1 2CYCLE LUBRICANT.				
770 EA	EQ0100178 GREASE, MULTI-PURPOSE, LITHIUM, CAM2 MULTIPURPOSE LITHIUM GREASE, CONOCO DYNALIFE HT, MOBILUX EP2, NLGI 2 (14 OZ CARTRIDGES) - TEXACO MARFAK #2, QUAKER STATE MULTI-PURPOSE, EXXON LIDOK EP #2, GIBALTAR HIGH EP #2, 76 REDTAC #2 GREASE.				
		<b>PAYMENT TERMS</b>			
<b>PLEASE QUOTE FULLY DELIVERED PRICES</b>				<b>Total Delivered Price</b>	

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



# REQUEST FOR QUOTATION

Bid Due Date  
03/03/2015

Quantity	Description	Unit Price	Total
1,760 GAL	EQ0100340 OIL, HYDRAULIC, BIODEGRADABLE, ISO 32-46, ANTI-WEAR, RUST & OXIDATION INHIBITED (MUST BE VEGETABLE BASED) MOBIL #EAL224H, GIBRALTAR BIO-SAFE, SHELL NATURELLE HF-M(55 GAL DRUM), CASTROL CARE LUBE HTG.		
60 EA	EQ0100370 GREASE, LITHIUM WITH MOLY, CITGO LITHOPLEX CM, NLGI #2 (14 OZ CARTRIDGES). CONOCO MEGAPLEX XD3 #2 GREASE. SHELL RETINAX AM GREASE 2,MOLY EP-2 VALVOLINE #633, TEXACO MOLYTEX EP 2, GIBRALTAR MOLY-LITHO EP-2. 10 14oz CARTRIDGES PER CASE.		
2,880 LB	EQ0100380 GREASE, CHASSIS, NLGI #2 EP LITHIUM, 120 LB DRUM. CITGO LITHOPLEX CM, EXXON LIDOK #2, GIBRALTAR HIGH EP #2, TEXACO MOLYTEX EP 2, 76 RED TAC #2 GREASE.		
7 DRM	EQ0100395		
<b>PLEASE QUOTE FULLY DELIVERED PRICES</b>		<b>PAYMENT TERMS</b>	<b>Total Delivered Price</b>

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Firm Name \_\_\_\_\_  
Telephone number \_\_\_\_\_ Date \_\_\_\_\_  
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Firm Name \_\_\_\_\_



# REQUEST FOR QUOTATION

Bid Due Date  
03/03/2015

Quantity	Description	Unit Price		Total	
	OIL, GEAR, SYNTHETIC, API GL-5, 75w-90, 120 lb DRUM. CAM2 SYNTHETIC GEAR OIL 75W90, KENDALL SHP 75W-90, 76 TRITON SYNTHETIC LUBE 75W90, OR SHELL SPIRAX A5-59226/032				
5 GAL	EQ0100520 OIL, COMPRESSOR, RUST & OXIDATION INHIBITED (5 GALLON PAIL) ASTM D4304, BRITISH STANDARD 489. TEXACO REGAL R&O 100, MOBIL DTE HEAVY, SHELL TURBO 100, GIBRALTAR 100 LUBE OIL R&O, EXXON TERESSTIC 100, 76 TURBINE 100.				
2,592 EA	EQ0100530 OIL,MAX-MIX #50 AIR COOLED TWO CYCLE ENGINE OIL,(1-1.8 FL OZ. PER PKG.1PKG. = 1 EACH). INTERLUBE #20288-OPTI-2 MFG:ENVIRO,AMSOIL/SABER # 24615 100:1 SYNTHETIC 1.5 FL.OZ., TEXACO.				
5 DRM	EQ0100088 OIL, FULL SYNTHETIC, 5W-30. MUST MEET GM DEXOS1 STANDARD.				
4 DRM	EQ0100089				
<b>PLEASE QUOTE FULLY DELIVERED PRICES</b>		<b>PAYMENT TERMS</b>		<b>Total Delivered Price</b>	

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



# REQUEST FOR QUOTATION

Bid Due Date  
03/03/2015

Quantity	Description	Unit Price		Total	
	OIL, FULL SYNTHETIC, 5W-20. MUST MEET GM 6094M, WSS-M2L945-A, CHRYSLER MS-6395.				
400 EA	EQ0100179 GREASE, BEARING, SYNTHETIC. MOBIL #MOBILITH SCH 100. 40 IN EACH CASE.				
<b>PLEASE QUOTE FULLY DELIVERED PRICES</b>		<b>PAYMENT TERMS</b>		<b>Total Delivered Price</b>	

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

## 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**

**AWARD METHOD**

**1. AWARD TO SINGLE BIDDER:**

It is the intent of the Port Authority of New York and New Jersey (the "Port Authority") to award an order to one Bidder based on the total estimated delivered price for all items. However, the Port Authority shall have the absolute right to reject any or all bids or to accept any bid in whole or in part and to waive defects in bids.

**2. CORRECTION IN COMPUTATION**

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

**3. ACCEPTABLE PRODUCTS AND SAMPLES**

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

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

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

#### **4. ENERGY STAR**

Where applicable, the Bidder shall make best efforts to provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency. The Bidder is encouraged to visit [www.energystar.gov](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 warehouses as set forth herein, the Authority's warehouse requirements for the items set forth in the "Request for Quotation" form, within the calendar days indicated in paragraph 4 below. The furnishing and delivery shall be at the prices quoted in the Request for Quotation, and shall be fixed and firm for the duration of this contract. The contract term is **2 YEARS**. There shall be no minimum quantities or dollars per Purchase Order release. The dollar value of this requisition is for evaluation purposes only and there are no guarantees as to the actual amount, if any, that may be ordered. In full consideration for the performance of all duties and obligations hereunder, the Vendor agrees to accept from the Port Authority a compensation consisting of payment for the items or services supplied by the Vendor computed at the bid prices quoted in the Request for Quotation. The "Unit Prices" quoted **shall not** exceed two decimal places.

**2. EXTENSION PERIOD**

The Port Authority shall have the absolute right to extend the Base Term for an additional period of up to one hundred and twenty (120) days subsequent to the Expiration Date of the Base Term, or the Expiration Date of the final exercised Option Period (hereinafter called the "Extension Period"), subject to the same terms and conditions as the previous contract period. The prices quoted by the Contractor for the previous contract period shall remain in effect during this Extension Period without adjustment. If it so elects to extend this Contract, the Port Authority will advise the Contractor, in writing that the term is so extended, and stipulate the length of the extended term, at least thirty (30) days prior to the expiration date of the previous contract period.

**3. FACSIMILE EQUIPMENT**

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

**4. PURCHASE ORDERS**

Releases against the Contract for the Port Authority warehouse(s) will be coordinated using Purchase Orders issued by the Inventory Control Group located at 777 Jersey Avenue, Jersey City, N.J. 07310. Purchase Orders may be verbal or in writing. If verbal, the Port Authority will confirm all orders by a facsimile hard copy transmission bearing the stock number, quantity, delivery location and Purchase Order number. The Vendor shall accept Purchase Orders only from the Inventory Control Group. The Vendor shall deliver within **5 calendar days**, from receipt of Purchase Order. There shall be no minimums per order.

**5. ADDITIONAL ITEMS**

Additional related items may be added to this contract by the Manager, Purchasing Services Division. The Port Authority shall not be obligated to add new items to the contract unless it is in the best interest of the Port Authority.

All items to be added shall be set forth in a change order.

**6. DELIVERY**

Delivery shall be, FOB delivered, to any or all warehouses listed. It should be noted that within a facility location, there might be one or more individual site locations where delivery may be required. All deliveries shall be made between the hours of 7:00 a.m. and 2:30 p.m. unless otherwise noted in the specifications. The Vendor MUST follow the instructions in paragraph 6 for the proper method of making deliveries. Failure to do so may result in delayed payments.

- A. All deliveries must be accompanied by an original packing slip which, shall always contain:
  - 1. The Port Authority Purchase Order.
  - 2. The Port Authority Stock Number.
  - 3. A description of each item.
  - 4. The quantity shipped of each item.
  - 5. The Vendor's packing slip/invoice number.

- B. The Vendor shall not combine orders.

In the event the Vendor receives more than one separate and distinct purchase order for one delivery point, the Vendor shall package each order individually though delivery is made to the same location simultaneously. Each separate order must be accompanied by its own packing slip/invoice containing all information numbered 1 through 5 in Paragraph A above.

- C. Shipping cartons shall not contain loose and/or unmarked items.

- D. Unless otherwise provided, complete shipment of all items must be in one delivery.

Only in extenuating circumstances partial deliveries to Port Authority warehouses will be accepted. When partial deliveries are made, the receiving warehouse must be notified as to when the balance of the order will be shipped.

**7. DELIVERY CONDITIONS**

The Port Authority estimates an average of **15** 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 07310  
(201) 386-6806

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

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

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

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

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

**9. LEGAL HOLIDAYS**

Except where otherwise specified, all of the following holidays will be observed at the Facility. Where specified, these holidays shall mean and include:

- |                                  |                                |
|----------------------------------|--------------------------------|
| New Year's Day                   | Labor Day                      |
| Martin Luther King, Jr. Birthday | Columbus Day                   |
| Lincoln's Birthday               | Veterans Day                   |
| President's Day                  | Thanksgiving Day               |
| Memorial Day                     | The day after Thanksgiving Day |
| Independence Day                 | Christmas                      |

**10. MATERIAL SAFETY DATA SHEETS**

When required by Federal, State or Local law, a Material Safety Data Sheet must be included with all deliveries.

**11. UNION JURISDICTION**

The Vendor is advised to ascertain whether any union now represented or not represented at the facility will claim jurisdiction over any aspect of the operation to be performed hereunder including delivery.

**12. BILLING**

An invoice with a unique invoice number must be issued for all deliveries. The vendor must attach backup delivery receipts with Purchase Order number. Mail all invoices to: The Port Authority of New York and New Jersey, Accounts Payable, 1 PATH Plaza, 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 reletting cost of \$100, plus any other damages to the Port Authority.

**14. TERMINATION**

The Port Authority may terminate this Contract with cause at any time and without cause within 5 business days written notice to the vendor and in such an event this Contract shall cease and expire on the date set forth in the notice of termination as fully and completely as though such

date was the original expiration date. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions of this agreement already performed but no allowance shall be made for anticipated profits. The Vendor shall complete delivery of all items ordered before receipt of the notice of termination.

**15. CONFLICT OF TERMS AND CONDITIONS**

In the event of any conflict between these "warehouse requirement contract terms and conditions" and the terms and conditions on the "Request for Quotation" form, these standard terms and conditions shall prevail.

**16. PURCHASE BY OTHER GOVERNMENT AGENCIES**

Upon such request, vendors who are awarded contracts are encouraged to extend the terms and conditions of these contracts under separate agreement, to other government and quasi-governmental entities.

ATTACHMENT I -A - Certified Environmentally Preferable Products/Practices

Bidder Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

1. Packaging

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

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

2. Business Practices / Operations / Manufacturing

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

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

3. Training and Education

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

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

4. Certifications

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

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

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date