

REQUEST FOR QUOTATION

<p>Contact person/Telephone Steven Joseph/212-435-4658</p>	<p>Collective# / Bid Due Date 0000042535 / 06/11/2015 Bids must be received no later than 11:00 AM on the above Bid Due Date.</p> <p>Deliver Goods/Services To: Path Waldo Stockroom 122 Academy St. Jersey City NJ 07302</p>
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Quantity	Description	Unit Price		Total
	<p>EXTERIOR CLEANER FOR PATH RAILCARS - Two (2) year requirements Contract</p> <p>TWO (2) YEAR REQUIREMENTS FOR THE SUPPLY AND DELIVERY OF EXTERIOR CLEANER ON AN AS NEEDED BASIS. CONTRACT TO COMMENCE ON OR ABOUT 8/1/2015 - 7/31/2017.</p> <p>CONTRACT ADMINISTRATOR: GARY SEWATSKY</p> <p>ATTACHMENTS: "STOCKROOM REQUIREMENTS CONTRACT - INFORMATION FOR BIDDERS" TO BE MADE PART OF THIS CONTRACT.</p> <p>PLEASE READ ALL INSTRUCTIONS AND TERMS & CONDITIONS PRIOR TO STARTING BID PREPARATION.</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. Quantities shown are for bid evaluation only and constitute no guarantee what quantity, if any may actually be called for.</p>			
	PLEASE QUOTE FULLY DELIVERED PRICES	Total Delivered Price		

PAYMENT TERMS

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 TRANS-HUDSON CORPORATION opens this proposal.

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Quantity	Description	Unit Price		Total
	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 _____. In addition to signing this RFQ, please print the name of the authorized signatory: _____			
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	This is a Formal Bid Invitation Mail Sealed Bids to: The Port Authority of NY & NJ Attn: Bid Custodian Procurement Department 4 World Trade center 150 Greenwich Street, 21st Floor New York, NY 10007 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.		
	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> PAYMENT TERMS </div>		
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Quantity	Description	Unit Price	Total
9,000 GAL	000707 CLEANER, EXTERIOR, ALKALINE, LIQUID, FINE ORGANICS #FO-976-TA, @ QUICK QLEEN #2, QUICK CHEMICAL #NA-1719, PENBLITZ 200H-WEST PENETONE, TEXO CORP BRAND NAME, TRACK-TEX AM., SOLUTIONS PLUS #SP187, FRP# M-500. GRIGNARD BW#1-CONCENTRATED ALKALINE CLEANER. VENDOR TO SUPPLY MATERIAL SAFETY DATA SHEETS PRIOR TO DELIVERY, TO ADDRESS LISTED ON PURCHASE ORDER.		
6,000 GAL	000708 CLEANER, EXTERIOR, ACID, FINE ORGANICS #479F, PENBLAST #316M, GRIGNARD #PCTW ALUMINUM/STEEL BRIGHTNER & ACID CLEANER CONCENTRATE & SOLUTIONS PLUS INC. #SP221. DELIVERY INSTRUCTIONS: FOR ITEMS RELEASED CONCURRENT WITH THE AWARD OF THIS REQUIRMENT, THE VENDOR AGREES TO MEET THE FIRST DELIVERY AND SUBSEQUENT DELIVERY REQUIREMENTS AS INDICATED IN EACH ITEM LISTED. FIRST DELIVERY: DELIVER APPROXIMATELY 1500 GALLONS. SUBSEQUENT DELIVERIES, DELIVER APPROXIMATELY 1500 GALLONS WITHIN TEN (10) DAYS UPON NOTIFICATION FROM THE PATH STOCKROOM AND AS WHEN REQUIRED. 1) VENDOR MUST MAKE DELIVERIES MONDAY THRU FRIDAY BETWEEN THE HOURS OF 10:30 AM AND 12:30		
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	PM. 2)VENDOR MUST CONTACT THE PATH STOCKROOM AT LEAST TWENTY FOUR (24) HOURS PRIOR TO DELIVERY.NO DELIVERIES WILL BE ACCEPTED WITHOUT SUCH NOTIFICATION. 3)VENDOR MUST DELIVER CLEANER FROM A TANKER TRUCK TO A TANK ON SITE.A OIL TYPE/SIZE STRAIGHT NO TRAILERS.TRUCK MUST HAVE BOOSTER PUMP WITH ABILITY UP TO FIFTEEN (15) FEET HIGH. 4)THE FILLING SYSTEM ON SITE HAS A TWO (2") INCH CAM LOCK COUPLER.THE TRUCK USED FOR DELIVERY MUST HAVE AT LEAST SIXTY (60)FEET OF HOSE IN ORDER TO REACH THE AREA WHERE THE COUPLERS ARE LOCATED. 5)PRIOR TO ACTUAL PUMPING/DELIVERY,THE DRIVER MUST CONTACT THE PATH STOCKROOM STOCKKEEPER AT THE WALDO STOCKROOM (BUILDING ADJACENT TO THE CAR WASH FACILITY)WHO WILL RECEIPT UPON COMPLETION ON-SITE, ACCOMPANY AND WITNESS THE HOOK UP AND DELIVERY OF MATERIAL. THE DRIVER MUST NEVER ATTEMPT TO DRIVE INTO THE DELIVERY AREA WITHOUT SUCH CONTACT. 6)VENDOR MUST PROVIDE TO PATH A CERTIFIED METERED DELIVERY RECEIPT UPON COMPLETION ON-SITE. 7)ANY QUESTIONS REGARDING THE INSTRUCTIONS CAN BE MADE DIRECTLY TO THE MATERIALS ANALYST COORDINATOR OR HIS DESIGNEE.		
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	8)PATH RECOMMENDS THAT ALL VENDORS VISIT THE DELIVERY AREA IN ORDER TO UNDERSTAND WHERE AND HOW THE DELIVERIES ARE TO BE MADE. 9)VENDOR MUST STATE DILUTION RATIO FOR GENERAL CLEANING WITH BID,FAILURE TO DO SO MAY RESULT IN REJECTION OF BID.			
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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 (212) 435-4600 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.

PATH STOCKROOM REQUIREMENT CONTRACT

Information for Bidders

1. AWARD METHOD

AWARD TO SINGLE BIDDER:

It is the intent of the Port Authority to award this Bid 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

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

3. ACCEPTABLE PRODUCTS

This bid may 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 PATH WALDO Stockroom, 122 Academy Street, Jersey City, NJ 07302. 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.

STANDARD TERMS AND CONDITIONS

1. GENERAL AGREEMENT

The Vendor agrees to furnish and deliver, on an "as needed" basis to the Port Authority's/PATH's stockrooms as set forth herein, the Authority's stockroom 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. The contract term is **two (2) years**. 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. The Port Authority Trans-Hudson Corporation (PATH) is a third party beneficiary of this agreement and may order its requirements for stockroom items upon the same terms and conditions by issuing a separate purchase order.

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 (hereinafter called the "Extension Period") subsequent to the Expiration Date of the Base Term or to the Expiration Date of the final exercised Option 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 Trans-Hudson Corp.

4. PURCHASE ORDERS

Releases against the Contract for the PATH stockroom(s) will be coordinated using Purchase Orders issued by PATH. 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 PATH. The Vendor shall deliver within **7 business days** from receipt of Purchase Order. There shall be no minimum quantities or dollars per order.

5. ADDITIONAL ITEMS

Additional related items may be added to this contract by the Procurement Department. If the items on the contract were bid at a specified discount off list price, additional items, as determined by Procurement, 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 stockrooms listed in paragraph 8, below. All deliveries shall be made between the hours of 10:30 a.m. and 12:30 p.m. unless otherwise noted in the specifications. The Vendor MUST follow instructions 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 PATH Purchase Order Number
2. The Stock Number (s)
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 be damaged or 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 stockrooms will be accepted. When partial deliveries are made, the receiving stockroom must be notified as to when the balance of the order will be shipped

E. Trucks making deliveries must be standard loading dock height. No delivery from smaller trucks will be accepted.

7. DELIVERY CONDITIONS

Following a reasonable **two (2) weeks** set-up time after the initial award of the contract, delivery of material should be within **seven (7) days** from receipt of purchase order release.

8. DELIVERY LOCATIONS AND RESTRICTIONS

All shipments must be “inside standard delivery, dock level” except where noted below.

PATH WALDO Stockroom
122 ACADEMY STREET
JERSEY CITY, NJ 07302
PHONE: (201) 216-7070/7079

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’s Birthday | Columbus Day |
| Lincoln’s Birthday | Veterans Day |
| President’s Day | Thanksgiving Day |
| Memorial Day | The day after Thanksgiving Day |
| Independence Day | Christmas Eve – ½ day Closed 11:00AM |
| | Christmas Day |

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. **To ensure proper receipt and payment of invoices, mail all invoices only to: The Port Authority of New York and New Jersey, Accounts Payable, 1 PATH Plaza, 5th Floor, Jersey City, New Jersey 07306.**

13. NON-PERFORMANCE OF VENDORS DUTIES 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 or without cause at any time upon five (5) days written notice to the Vendor and in such an event this Contract shall cease and expire on the date set forth in the notice of termination as fully and completely as though such date was the original expiration date. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions of this agreement already performed but no allowance shall be made for anticipated profits. The Vendor shall complete delivery of all items ordered before receipt of the notice of termination.

15. CONFLICT OF TERMS AND CONDITIONS

In the event of any conflict between these "stockroom 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.