

REQUEST FOR QUOTATION

<p>Contact person/Telephone Margaret D'Emic/212-435-4609/mdemic@panynj.gov</p>	<p>Collective# 0000042640 Bid Due Date 07/01/2015 Bids must be received no later than 11:00 AM on the above Bid Due Date.</p> <p>Deliver Goods/Services To: See Below</p>
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Quantity	Description	Unit Price	Total
	<p>FURNISH AND DELIVER SAFETY AND SECURITY GUARD VESTS IN ACCORDANCE WITH PATH SPECIFICATIONS</p> <p>TWO-YEAR REQUIREMENTS CONTRACT TO BEGIN ON OR ABOUT 9/14/2015</p> <p>Vests to be made in accordance with the the PATH Specifications dated 2/1/2015, Attachments A and B.</p> <p>The attached "PATH Stockroom Requirements Contract" (nine pages) is included as part of this Contract. Please read all terms and conditions before bidding.</p> <p>Bidders To Indicate The Manufacturer of the Vests Being Bid</p> <p>Delivery locations are the PATH Harrison, NJ and Jersey City, NJ Stockrooms.</p> <p>PRIOR TO CONTRACT AWARD, THE SELECTED VENDOR WILL BE REQUIRED TO SUBMIT FOR APPROVAL ONE PRE-PRODUCTION SAMPLE OF THE SAFETY AND SECURITY VEST WITH PATH ARTWORK. THE PORT AUTHORITY WILL PROVIDE THE ARTWORK TO THE SELECTED VENDOR. SAMPLES ARE TO BE PROVIDED TO THE PORT AUTHORITY WITHIN 14 DAYS OF NOTIFICATION AND AT THE VENDOR'S EXPENSE.</p>		
	PLEASE QUOTE FULLY DELIVERED PRICES	PAYMENT TERMS	Total Delivered Price

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 Firm Name _____
 Telephone number _____ Date _____
 Fax Number _____
 Federal Taxpayer ID _____

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Signed _____ Date _____
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Print Name: _____
 Email Address: _____

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	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 _____. BID IN ACCORDANCE WITH UNIT MEASURE (EACH). **QUOTE FULLY DELIVERED PRICES**		
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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 4 World Trade Center 150 Greenwich Street, 21st Floor New York, NY 10007</p> <p>by the date and time listed above, where it will be publicly opened and read.</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>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. Express carrier deliveries by commercial vehicles can be made via vendors approved by Silverstein Properties, the 4 World Trade Center (4WTC) Property Manager, through the Vehicle Security Center (VSC). Presently, UPS is the only delivery vendor with approved recurring delivery times. There is extensive security at the World Trade Center Site. Individuals must present a valid government-issued photo ID</p>		
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	to enter 4 WTC. Individuals without packages or carrying small packages or boxes that can be conveyed by hand or on a hand truck may enter through the lobby. All envelopes, packages and boxes may be subject to additional security screening. There is no parking available at 4 WTC/150 Greenwich Street, and parking in the surrounding area is extremely limited. A valid government-issued photo ID is required to gain access into the building to attend the bid opening or hand deliver a bid. Bids that are not received by the bid custodian by the scheduled bid opening date will be considered late.		
200 EA	007442 VEST, SAFETY, SMALL, TWO SHOULDER RELEASES, AS PER PATH VEST SPECIFICATIONS DATED 02/01/15 (ATTACHMENT A). (PACKAGED 50 PER BOX) Please deliver to:		
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Quantity	Description	Unit Price	Total
	Path Waldo Stockroom 122 Academy St. Jersey City NJ 07302		
600 EA	007465 VEST, SAFETY, MEDIUM, TWO SHOULDER RELEASES, AS PER PATH VEST SPECIFICATIONS DATED 02/01/15 (ATTACHMENT A). (PACKAGED 50 PER BOX) Please deliver to: Path Waldo Stockroom 122 Academy St. Jersey City NJ 07302		
2,200 EA	007466 VEST, SAFETY, X-LARGE, TWO SHOULDER RELEASES, AS PER PATH VEST SPECIFICATIONS DATED 02/01/15 (ATTACHMENT A). (PACKAGED 50 PER BOX) Please deliver to: Path Waldo Stockroom 122 Academy St. Jersey City NJ 07302		
1,800 EA	007468 VEST, SAFETY, LARGE, TWO SHOULDER RELEASES, AS PER PATH VEST SPECIFICATIONS DATED 02/01/15 (ATTACHMENT A). (PACKAGED 50 PER BOX)		
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Quantity	Description	Unit Price	Total
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1,800 EA	007469 VEST, SAFETY, XX-LARGE, TWO SHOULDER RELEASES, AS PER PATH VEST SPECIFICATIONS DATED 02/01/15 (ATTACHMENT A). (PACKAGED 50 PER BOX) Please deliver to: Path Waldo Stockroom 122 Academy St. Jersey City NJ 07302		
800 EA	007492 VEST, SAFETY, 3XL, TWO SHOULDER RELEASES, AS PER PATH VEST SPECIFICATIONS DATED 02/01/15. (ATTACHMENT A). (PACKAGED 50 PER BOX) Please deliver to: Path Waldo Stockroom 122 Academy St. Jersey City NJ 07302		
400 EA	033378 VEST, SECURITY FOR PATH, XL, TWO SHOULDER		
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Quantity	Description	Unit Price	Total
	RELEASES, AS PER PATH VEST SPECIFICATIONS DATED 02/01/15 (ATTACHMENT B). (PACKAGED 20 PER BOX) Please deliver to: Path Waldo Stockroom 122 Academy St. Jersey City NJ 07302		
200 EA	033379 VEST, SECURITY FOR PATH, 2XL, TWO SHOULDER RELEASES, AS PER PATH VEST SPECIFICATIONS DATED 02/01/15 (ATTACHMENT B). (20 PER BOX) Please deliver to: Path Waldo Stockroom 122 Academy St. Jersey City NJ 07302		
160 EA	033380 VEST, SECURITY FOR PATH, 3XL, TWO SHOULDER RELEASES, AS PER PATH VEST SPECIFICATIONS DATED 02/01/15 (ATTACHMENT B). (PACKAGED 20 PER BOX) Please deliver to:		
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Quantity	Description	Unit Price	Total
	Path Waldo Stockroom 122 Academy St. Jersey City NJ 07302		
100 EA	033381 VEST, SECURITY FOR PATH, 4XL, TWO SHOULDER RELEASES, AS PER PATH VEST SPECIFICATIONS DATED 02/01/15 (ATTACHMENT B). PACKAGED (20 PER BOX) Please deliver to: Path Waldo Stockroom 122 Academy St. Jersey City NJ 07302		
240 EA	033392 VEST, SECURITY FOR PATH, MEDIUM, TWO SHOULDER RELEASES, AS PER PATH VEST SPECIFICATIONS DATED 02/01/15 (ATTACHMENT B). (PACKAGED 20 PER BOX) Please deliver to: Path Waldo Stockroom 122 Academy St. Jersey City NJ 07302		
180 EA	033393 VEST, SECURITY FOR PATH, LARGE, TWO SHOULDER RELEASES, AS PER PATH VEST SPECIFICATIONS DATED 02/01/15 (ATTACHMENT B). (PACKAGED 20 PER BOX)		
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Quantity	Description	Unit Price		Total
	Please deliver to: Path Waldo Stockroom 122 Academy St. Jersey City NJ 07302			
100 EA	007495 VEST, SAFETY, 4XL, TWO SHOULDER RELEASE, AS PER PATH SPECIFICATIONS DATED 02/01/15 (ATTACHMENT A). (PACKAGED 50 PER BOX) Please deliver to: Path Waldo Stockroom 122 Academy St. Jersey City NJ 07302			
200 EA	007468 VEST, SAFETY, LARGE, TWO SHOULDER RELEASES, AS PER PATH VEST SPECIFICATIONS DATED 02/01/15 (ATTACHMENT A). (PACKAGED 50 PER BOX) Please deliver to: Path Harrison Stockroom Foot of Cape May St. Harrison NJ 07029			
200 EA	007466 VEST, SAFETY, X-LARGE, TWO SHOULDER RELEASES, <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;"> PAYMENT TERMS </div>			
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200 EA	007469 VEST, SAFETY, XX-LARGE, TWO SHOULDER RELEASES, AS PER PATH VEST SPECIFICATIONS DATED 02/01/15 (ATTACHMENT A). (PACKAGED 50 PER BOX) Please deliver to: Path Harrison Stockroom Foot of Cape May St. Harrison NJ 07029		
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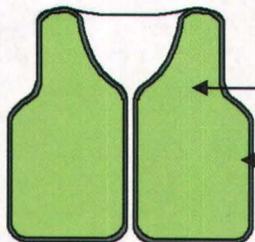
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TERMS AND CONDITIONS

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.

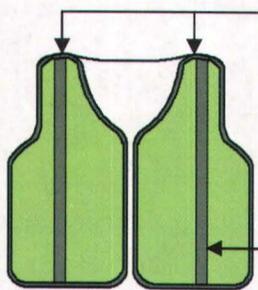
- Vest to meet ANSI/ISEA 107-2010 Class 2, Level 2 certification for retroreflectivity.
- Vest, including silver vertical and horizontal trim, and the fluorescent yellow-green and orange background material to meet the requirements of ASTM D6413, NFPA 1971 or NFPA 701 for flame resistance.
- Retroreflectivity and flame resistance test documentation to be submitted with bid.
- Vests must be labeled with the retroreflectivity and flame resistant standard information and state "Flame Resistant"

**Cloth**

Front: Fluorescent yellow-green, 3.6 oz. Polyester knit fabric.

Back: Fluorescent yellow-green. 3.6 oz. mesh fabric.

Reflective Binding: 3/4" 3M Scotchlite™ #8935 Silver, or approved equal, applied to all outer edges.

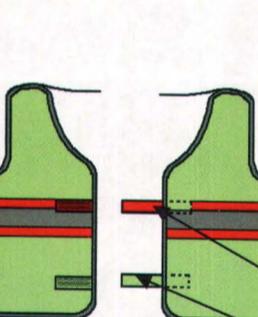


Shoulder Design: Approximate width 5 1/2" with rounded edges front and back.

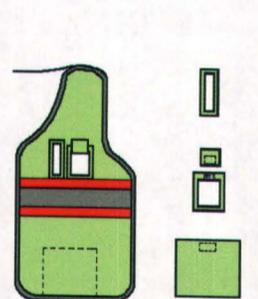
Shoulder Release: Wearer's right and left shoulder release featuring overlap material from front and back secured by 1" X 5" hook and loop fastener tape for easy release.



Vest Trim – Vertical: 2" 3M Scotchlite™ #8935 Silver stripe, or approved equal, applied vertically on both the front and back, waist to shoulder, on both the left and right side to meet ANSI/ISEA 107-2010 Class 2 Standard.



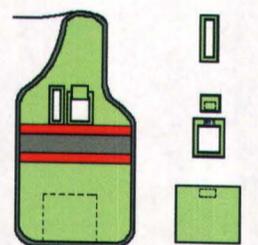
Vest Trim – Horizontal: 4-1/4" Horizontal trim to consist of two 1-1/8" orange stripes and a 2" 3M Scotchlite™ #8935 Silver, or approved equal center stripe applied horizontally, around the entire vest starting at the bottom of the shoulder opening.

**Front Closure:**

Two 1" X 2-1/2" Hook and 1" X 5-1/2" Loop fastener tape closures, applied horizontally with the 1" X 2-1/2" Hook fasteners applied to the outside of the right front side of the vest and the 5-1/2" Loop fasteners applied to the left front side of the vest. 3 inches of the Loop fasteners to extend out from left front side of the vest and the remaining 2-1/2 inches to be applied to the inside of the left front side of the vest

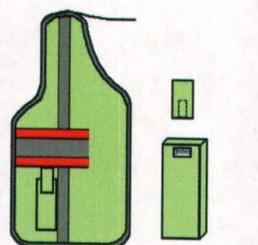
Location of closures is as follows:

1. Just below the lower end of the "V" neck opening.
2. Approximately 6" from the bottom of the vest.

**Left Front Pockets:**

Utility Pocket: 5-1/4"H X 2"W clear plastic with yellow-green fabric trim applied above the horizontal trim to the right of the ID Pocket.

ID Pocket: 4-3/4"H X 4"W clear plastic with yellow-green fabric trim. 1-1/2"H X 3"W yellow-green fabric cover flap. Cover flap to be secured to the pocket with hook and loop closure. ID Pocket to be applied above the horizontal trim to the left of the Utility Pocket.



Inside Pocket: 6"H X 7"W yellow-green fabric with 1" X 1-1/2" hook and loop closure. Inside Pocket to be centered at the bottom of the left side of the vest.

**Right Front Radio Pocket:**

6-1/2"H X 2-3/4"W X 1-1/2"D yellow-green fabric with 2"H X 3/4"W hook and loop closure.

3-1/2"H X 1-3/4"W yellow-green elastic material cover flap with 1/2"H X 1-1/2"W hook and loop closure.



Back Panel: 3 1/2" X 8" 3M Scotchlite™ #8935 Silver, or approved equal, panel applied to the center of the back, approximately 5" down from the neckline.

Panel Printing: The PATH logo printed with #072 blue ink, centered on the panel, using PATH provided camera-ready artwork.



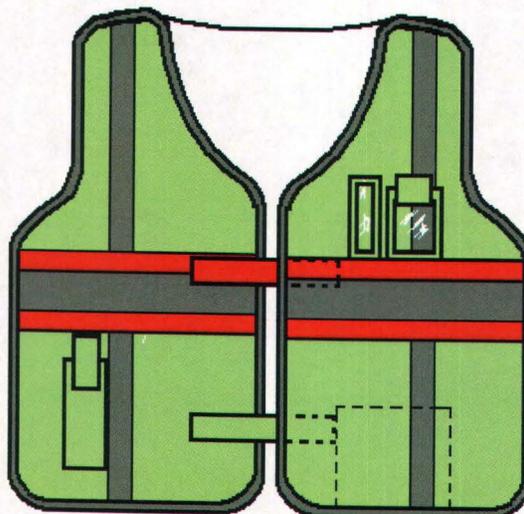
PATH ANSI VEST SPECIFICATION
with left and right shoulder release
(Revised 2/1/15)

- Vest to meet ANSI/ISEA 107-2010 Class 2, Level 2 certification for retroreflectivity.
- Vest, including silver vertical and horizontal trim, and the fluorescent yellow-green and orange background material to meet the requirements of ASTM D6413, NFPA 1971 or NFPA 701 for flame resistance.
- Retroreflectivity and flame resistance test documentation to be submitted with bid.
- Vests must be labeled with the retroreflectivity and flame resistant standard information and state “Flame Resistant “

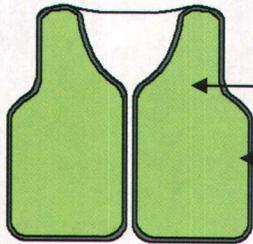
STYLE: Two shoulder break-away coat style vest, with shoulder seams, secured with hook and loop fastener tape. Vest to meet ANSI/ISEA 107-2010 Class 2 certification.

SIZING: Measurements as listed below:

Small:	Height (neck back to bottom):	24”
	Girth at waist (with front closure adjustment):	39” to 41”
Medium:	Height (neck back to bottom):	26”
	Girth at waist (with front closure adjustment):	43” to 45”
Large:	Height (neck back to bottom):	26”
	Girth at waist (with front closure adjustment):	49” to 51”
XLarge:	Height (neck back to bottom):	28”
	Girth at waist (with front closure adjustment):	53.5” to 55.5”
XXLarge:	Height (neck back to bottom):	30”
	Girth at waist (with front closure adjustment):	58” to 60”
XXXLarge:	Height (neck back to bottom):	32”
	Girth at waist (with front closure adjustment):	62” to 64”
XXXXLarge:	Height (neck back to bottom):	32”
	Girth at waist (with front closure adjustment):	64” to 66”



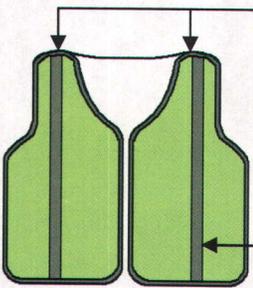
- Vest to meet ANSI/ISEA 107-2010 Class 2, Level 2 certification for retroreflectivity.
- Vest, including silver vertical and horizontal trim, and the fluorescent yellow-green and orange background material to meet the requirements of ASTM D6413, NFPA 1971 or NFPA 701 for flame resistance.
- Retroreflectivity and flame resistance test documentation to be submitted with bid.
- Vests must be labeled with the retroreflectivity and flame resistant standard information and state "Flame Resistant"

**Cloth**

Front: Fluorescent yellow-green, 3.6 oz. Polyester knit fabric.

Back: Fluorescent yellow-green. 3.6 oz. mesh fabric.

Reflective Binding: 3/4" 3M Scotchlite™ #8935 Silver, or approved equal, applied to all outer edges.

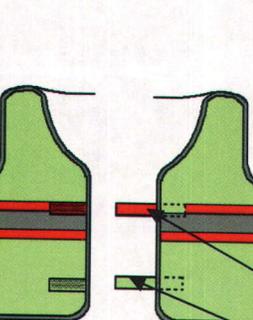


Shoulder Design: Approximate width 5 1/2" with rounded edges front and back.

Shoulder Release: Wearer's right and left shoulder release featuring overlap material from front and back secured by 1" X 5" hook and loop fastener tape for easy release.



Vest Trim – Vertical: 2" 3M Scotchlite™ #8935 Silver stripe, or approved equal, applied vertically on both the front and back, waist to shoulder, on both the left and right side to meet ANSI/ISEA 107-2010 Class 2 Standard.



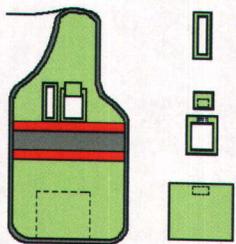
Vest Trim – Horizontal: 4-1/4" Horizontal trim to consist of two 1-1/8" orange stripes and a 2" 3M Scotchlite™ #8935 Silver, or approved equal center stripe applied horizontally, around the entire vest starting at the bottom of the shoulder opening.

**Front Closure:**

Two 1" X 2-1/2" Hook and 1" X 5-1/2" Loop fastener tape closures, applied horizontally with the 1" X 2-1/2" Hook fasteners applied to the outside of the right front side of the vest and the 5-1/2" Loop fasteners applied to the left front side of the vest. 3 inches of the Loop fasteners to extend out from left front side of the vest and the remaining 2-1/2 inches to be applied to the inside of the left front side of the vest

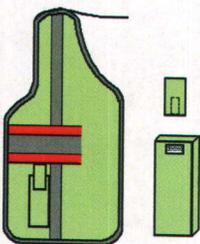
Location of closures is as follows:

1. Just below the lower end of the "V" neck opening.
2. Approximately 6" from the bottom of the vest.

**Left Front Pockets:**

Utility Pocket: 5-1/4"H X 2"W clear plastic with yellow-green fabric trim applied above the horizontal trim to the right of the ID Pocket.

ID Pocket: 4-3/4"H X 4"W clear plastic with yellow-green fabric trim. 1-1/2"H X 3"W yellow-green fabric cover flap. Cover flap to be secured to the pocket with hook and loop closure. ID Pocket to be applied above the horizontal trim to the left of the Utility Pocket.



Inside Pocket: 6"H X 7"W yellow-green fabric with 1" X 1-1/2" hook and loop closure. Inside Pocket to be centered at the bottom of the left side of the vest.

Right Front Radio Pocket:

6-1/2"H X 2-3/4"W X 1-1/2"D yellow-green fabric with 2"H X 3/4"W hook and loop closure.

3-1/2"H X 1-3/4"W yellow-green elastic material cover flap with 1/2"H X 1-1/2"W hook and loop closure.



Back Panel: 5 1/2" X 8" 3M Scotchlite™ #8935 Silver, or approved equal, panel applied to the center of the back, approximately 5" down from the neckline.

Panel Printing: The word "Security" and the PATH logo printed with #072 blue ink, centered on the panel, using PATH provided camera-ready artwork.



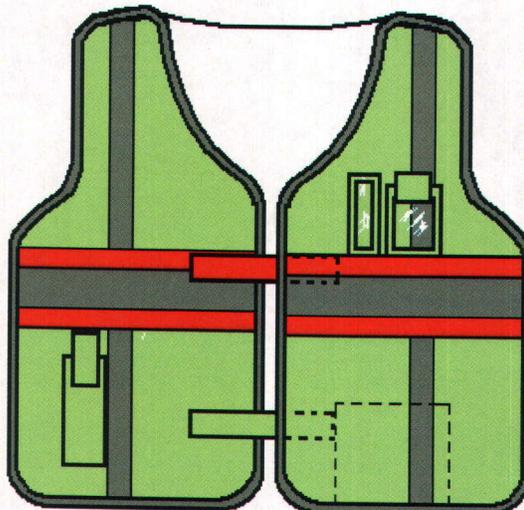
PATH ANSI VEST SPECIFICATION
with left and right shoulder release
 (Revised 2/1/15)

- Vest to meet ANSI/ISEA 107-2010 Class 2, Level 2 certification for retroreflectivity.
- Vest, including silver vertical and horizontal trim, and the fluorescent yellow-green and orange background material to meet the requirements of ASTM D6413, NFPA 1971 or NFPA 701 for flame resistance.
- Retroreflectivity and flame resistance test documentation to be submitted with bid.
- Vests must be labeled with the retroreflectivity and flame resistant standard information and state "Flame Resistant"

STYLE: Two shoulder break-away coat style vest, with shoulder seams, secured with hook and loop fastener tape. Vest to meet ANSI/ISEA 107-2010 Class 2 certification.

SIZING: Measurements as listed below:

Small:	Height (neck back to bottom):	24"
	Girth at waist (with front closure adjustment):	39" to 41"
Medium:	Height (neck back to bottom):	26"
	Girth at waist (with front closure adjustment):	43" to 45"
Large:	Height (neck back to bottom):	26"
	Girth at waist (with front closure adjustment):	49" to 51"
XLarge:	Height (neck back to bottom):	28"
	Girth at waist (with front closure adjustment):	53.5" to 55.5"
XXLarge:	Height (neck back to bottom):	30"
	Girth at waist (with front closure adjustment):	58" to 60"
XXXLarge:	Height (neck back to bottom):	32"
	Girth at waist (with front closure adjustment):	62" to 64"



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 fourteen (14) 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.

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 a 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 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 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 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 fourteen (14) 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 7, below. 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 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 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 **fourteen (14) business 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

PATH **HARRISON** Stockroom
Foot of Cape May Street
Harrison, NJ 07029
Phone: (973) 350-3978/3979

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 11:00 A.M.
	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. **Mail all invoices to: The Port Authority of New York and New Jersey, Accounts Payable, 1 PATH Plaza, 5th Floor, Jersey City, New Jersey 07306.**

13. NON-PERFORMANCE OF VENDORS DUTIES 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 five (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 "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.

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: _____