

REQUEST FOR QUOTATION

<p>Contact person/Telephone Larry Waxman/212-435-4639</p>	<p>Collective# / / Bid Due Date 0000043470 / / 09/10/2015</p> <p>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>SUPPLY AND DELIVER BAGGED CRYSTAL SALT AND BAGGED CALCIUM CHLORIDE ON NON RETURNABLE PALLETS TO PATH FACILITIES - SIX (6) MONTH REQUIREMENTS CONTRACT TO COMMENCE ON OR ABOUT 11/01/2015.</p> <p>NOTE: CALCIUM CHLORIDE, PELADOW BRAND OR PATH APPROVED EQUAL</p> <p>**** MSDS FOR BOTH ITEMS ARE REQUIRED WITH BID SUBMISSION ****</p> <p>THE ATTACHED "PATH STOCKROOM REQUIREMENTS CONTRACT: INFORMATION FOR BIDDERS/STANDARD TERMS & CONDITIONS" (8 PAGES) IS TO BE MADE PART OF THIS CONTRACT. NOTE THE ON-HAND INVENTORY REQUIREMENT AND THE DELIVERY LOCATIONS AND RESTRICTIONS SECTIONS IN THE PATH STOCKROOM REQUIREMENT CONTRACT. THERE ARE NO GUARANTEES AS TO THE QUANTITIES, IF ANY, THAT MAY ACTUALLY BE ORDERED.</p> <p>Contract Delivery Terms: Within 3 calendar day A.R.O. ===== QUOTE FOB DELIVERED PRICING ON ALL ITEMS.</p> <p>WITH BID RESPONSE ADVISE MATERIALS TO BE</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px; width: fit-content;"> <p style="text-align: center;">PAYMENT TERMS</p> </div> <p style="margin-top: 10px;">PLEASE QUOTE FULLY DELIVERED PRICES</p>		
	Total Delivered Price		

This Quotation is subject to the terms and conditions set forth on the back page hereof. Bidder is advised to read these before signing.

We have read the instructions and, if favored with an order, we agree to furnish the items enumerated herein at the prices and under the conditions indicated.

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.

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 TRANS-HUDSON CORPORATION opens this proposal.

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 Firm Name _____

REQUEST FOR QUOTATION

	Bid Due Date 09/10/2015
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Quantity	Description	Unit Price	Total
	OFFERED: ITEM 000424 BAGGED CRYSTAL ROCK SALT: MANUFACTURER: _____ PLANT LOCATION: _____ MAKE/MODEL/PART NUMBER: _____ AND ITEM 000427 BAGGED PELADOW CALCIUM CHLORIDE PETTETS: MANUFACTURER: _____ PLANT LOCATION: _____ MAKE/MODEL/PART NUMBER: _____ IF OFFERING OTHER THAN 000424 AND 000427 AS SPECIFIED INCLUDE WITH YOUR BID RESPONSE TWO COPIES OF CATALOG CUTS/SPECIFICATIONS/DRAWINGS/MSDS SHEETS FOR PATH / PORT AUTHORITY REVIEW AND APPROVAL. PLEASE FOLLOW RETURN TO BID INSTRUCTIONS. REPLY ONLY ON P.A./PATH REQUEST FOR QUOTATION FORM AS ATTACHING YOUR COMPANY'S TERMS & CONDITIONS MAY CAUSE YOUR BID TO BE DEEMED NON RESPONSIVE AND OR DELAY AN AWARD ISSUED. <div style="border: 1px solid black; padding: 5px; width: fit-content; margin-left: auto;"> PAYMENT TERMS </div>		
	PLEASE QUOTE FULLY DELIVERED PRICES	Total Delivered Price	

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Quantity	Description	Unit Price		Total
	<p>A price preference of 10 % is available for NY/NJ Minority and Women Business Enterprises (M/WBE) or 5% for NY/NJ Small Business Enterprises (SBE) certified by the Port Authority (PA) by the day before bid opening for awards not exceeding \$1,000,000. My firm was certified as a _____ on _____.</p> <p>QUESTIONS ONLY CONTACT: LARRY WAXMAN TEL: 212 435 4639 OR FAX 212 435 4695 OR EMAIL: Lwaxman@panynj.gov</p>			
	<p>PLEASE QUOTE FULLY DELIVERED PRICES</p>	<p>PAYMENT TERMS</p>		
		<p>Total Delivered Price</p>		

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Quantity	Description	Unit Price	Total
	<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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Quantity	Description	Unit Price		Total	
	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.				
16,000 BAG	000424 SALT, CRYSTAL, MELTS ICE AND SNOW, PATH WILL ACCEPT 50 LB. BAGS ONLY. MSDS REQUIRED (49 PER PALLET) MINIMUM RELEASE 1 PALLET. PATH REQUIRES 3 DAY DELIVERY FOR THIS MATERIAL.				
	PLEASE QUOTE FULLY DELIVERED PRICES	PAYMENT TERMS		Total Delivered Price	

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 Firm Name _____

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Quantity	Description	Unit Price	Total
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Quantity	Description	Unit Price		Total
8,000 BAG	000427 CALCIUM CHLORIDE PELLETS, PELADOW OR PATH APPROVED EQUAL 50LB. BAGS (PACKED 56 BAGS PER PALLET) CALCIUM MUST BE 90 to 92% PURE. MINIMUM RELEASE 1/2 PALLET. MSDS REQUIRED PRIOR TO SHIPMENT. DELIVERY : SAME AS ROCK SALT INSTRUCTIONS.			
PLEASE QUOTE FULLY DELIVERED PRICES		Total Delivered Price		

**PAYMENT
TERMS**

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 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 (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 time frame 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 Bidder number, 3) the Bid due date. Additionally, each item must be tagged with the Port Authority Material Stock Number and Bidder's name and address. Samples of proposed alternate products are to be sent to: **PATH WALDO Stockroom, 122 Academy Street, Jersey City, New Jersey 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 the 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 ear 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 **Six Months**. 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.

4. PURCHASE ORDERS

Releases against the Contract for 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 **1 to 3 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 7:00 a.m. and 2:00 p.m. unless otherwise noted in the specifications. The Vendor MUST following 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
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.

F. ON HAND INVENTORY

To insure uninterrupted supply of calcium chloride and rock salt, the successful bidder must be able to maintain inventory at their location that is available for pickup or delivery during the time period of November 1st through April 30th. The Vendor must maintain an inventory of 616 bags of calcium chloride, PELADOW brand, and 980 bags of rock salt.

- G. VENDOR WILL BE NOTIFIED AS TO WHAT TYPE OF TRUCK CAN BE USED FOR DELIVERY, DEPENDING UPON LOCATION. FLATBED TRUCKS, CLOSED BED, TRUCK WITH TAILGATE. IF REQUIRED A TRUCK MUST BE EQUIPPED WITH EITHER A FORKLIFT OR HANDJACK ON IT. FLATBED TRUCKS NOT TO EXCEED 45 FEET IN LENGTH. FLATBED TRUCKS FOLLOW THE FOLLOWING DIRECTIONS:

SPECIAL NOTE: THIS IS A PATH SPECIFIC (6) SIX MONTH REQUIREMENT CONTRACT FOR SUPPLY AND DELIVERY OF SALT FROM NOVEMBER 1ST 2015 TO APRIL 30TH, 2016. VENDOR MUST DELIVER MATERIAL ON AN OPEN FLATBED TRUCK FOR SIDE UNLOADING BY FORKLIFT. VENDOR AND TRUCKER MUST CONTRACT WALDO STOCKROOM AT LEAST 24 HOURS PRIOR TO DELIVERY TO SET UP DELIVERY. CALL: 201-216-7070/7079 BETWEEN THE HOURS OF 7:00 A.M. AND 2:00 P.M. MONDAY THROUGH FRIDAY. VENDOR TO SUPPLY MATERIAL SAFETY DATA SHEETS PRIOR TO DELIVERY TO ADDRESS LISTED ON PURCHASE ORDER.

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 (3) three days from the receipt of Purchase Order Release.

8. DELIVERY LOCATIONS AND RESTRICTIONS

PATH – WALDO Stockroom
122 ACADEMY STREET
JERSEY CITY, NEW JERSEY 07302
CONTACT: D. EVANS
TEL.: (201) 216-7070/7079

PATH – HARRISON Stockroom
FOOT OF CAPE MAY STREET
HARRISON, NEW JERSEY 07209
CONTACT: BOB DATO
TEL.: 201-216-6043

PATH – JOURNAL SQUARE TRANSPORTATION BUILDING
1 PATH PLAZA
JERSEY CITY, NJ 07306
CONTACT: BOB DATO
TEL: 201-216-6043

9. LEGAL HOLIDAYS

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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 Day – ½ day Closed 11:00AM
	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. 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.