Page 1 Of 10 Date 03/08/2017

REQUEST FOR QUOTATION

Vendor No.			0 B	000049004/ 0	Bid Due Date 03/30/2017 eived no later than 1 ue Date.	1:00 AM or)
Contact person	on/Telephone/Email		D	eliver Goods/Servi	ices To:		
•	/212-435-4637/sdeshpande@panyi	nj.gov					
Quantity	Description				Unit Price	Total	
	SUPPLY AND DELIVER WELDING SI YEAR REQUIREMENTS CONTRACT OR ABOUT 07/15/2017.		` '	N			
	The attached "Warehouse Requirement Terms and Conditions" is included and this solicitation. Please read all terms abidding. There are no guarantees as tany, that may be ordered. Deliver to vive New Jersey warehouse facilities.	d is to be mad and conditions to the actual a	e part on the part of the part	of e if			
	Contract Delivery Terms: WITHIN TEI DAYS A.R.O.	N(10) CALEN	DAR				
	If bidding an alternate brand, list the sp model number of the product being bid	•	acturer	and			
	PLEASE QUOTE FULLY DELIVER TWO (2) YEARS Unit prices must be in accordance to the indicated on the bid document and at a decimal places.	he unit of mea	asure	OR			
	In addition to signing this RFQ, please authorized signatory:	print the nam	ne of the	Э			
	PLEASE QUOTE FULLY DELI	WEDED DE	DICES	PAYMENT TERMS	Total Dalivared Drice		
					Total Delivered Price		
We have read	n is subject to the terms and conditions something the instructions and, if favored with an order and enumerated herein at the prices and under	r, we agree to	N	OTICE TO BIDDER	Ider is advised to read to see the following to so irrevocable is signed, the	rm of assuran	се
Firm Name	mberDate	Bidder Must Sign In	or	The foregoing offer and which the Port Aut	eemed to be complete. shall be irrevocable for 90 thority of New York and N	•	
		Two Places	Si	is proposal. gned rm Name	D	ate	

Page 2 Of 10 Date 03/08/2017

REQUEST FOR QUOTATION

Collective# / Bid Due Date

			000004900	04 / 03/30/2017			
Vendor No.							
Quantity	Description				Jnit Price	Total	
	A price preference of 10% is available f Women Business Enterprises (M/WBE) Small Business Enterprises (SBE) certi Authority (PA) by the day before the bid not exceeding \$1,000,000. My firm was on	or 5% for NY/ fied by the Por d opening for a certified as a	NJ t				
	PLEASE QUOTE FULLY DELIV	/ERED PRI	PAYMEN TERMS CES	Total Delive	ered Price		
We have read the	s subject to the terms and conditions se instructions and, if favored with an order, enumerated herein at the prices and under	we agree to	NOTICE TO E	eof. Bidder is advise BIDDERS: Unless the e offer is irrevocable is	following te	rm of assurand	ce
Firm Name		Bidder Must Sign In	The foregoin	ot be deemed to be co ng offer shall be irrevo Port Authority of New	cable for 90	-	
Fax Number	· ID	Two Places	Signed			ate	

Page 3 Of 10 Date 03/08/2017

REQUEST FOR QUOTATION

Collective# / Bid Due Date 0000049004 / 03/30/2017

V۵	n	4~	 _

Quantity	Description		Unit Price	Total
	This is a Formal Bid Invitation			
	Bid Submission Instructions:			
	Sealed Bids must be submitted to and received at the			
	following address by the due date and time listed on this			
	Request for Quotation, where they will be publicly opened a	and		
	read:			
	The Port Authority of NY & NJ			
	Attn: Bid Custodian			
	Procurement Department			
	4 World Trade Center			
	150 Greenwich Street, 21st Floor			
	New York, NY 10007			
	Clearly mark the outside of your envelope/package with "B	ID		
	ENCLOSED", the Collective/Bid Number and Due Date, an	d		
	your complete company name and address.			
	Bids are only accepted Monday through Friday, excluding F	Port		
	Authority holidays, between the hours of 8 A.M. & 5 P.M., v	ia		
	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	9		
		PAYMENT		
		TERMS		
	PLEASE QUOTE FULLY DELIVERED PRICES		Total Delivered Price	
	FLLAGE QUOTE FULLI DELIVERED PRICES	1	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.
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The quetalion is subject to the terms and conditions of		baok pago noroon Blaaci lo ac	iriood to rodd tiiooo bororo olgiiliigi
We have read the instructions and, if favored with an order,	we agree to	NOTICE TO BIDDERS: Unless	s the following term of assurance
furnish the items enumerated herein at the prices and under	the conditions	that the above offer is irrevoca	ble is signed, the offer submitted
indicated.	Bidder	herein shall not be deemed to	be complete.
Signed	Must	The foregoing offer shall be in	revocable for 90 days after the date
Firm Name	Sign	on which the Port Authority of I	New York and New Jersey opens
Telephone numberDate	In Two	this proposal.	
Fax Number	Places	Signed	Date
Federal Taxpayer ID		Firm Name	

Page 4 Of 10 **Date** 03/08/2017

REQUEST FOR QUOTATION

Collective# / Bid Due Date 0000049004 / 03/30/2017

Vendor No.

Quantity	Description		Unit Price	Total
	Vehicle Security Center (VSC). Presently, UPS is the only			
	delivery vendor with approved recurring delivery times. The	e		
	is extensive security at the World Trade Center Site.			
	Individuals must present a valid government-issued photo II)		
	to enter 4 WTC. Individuals without packages or carrying sn	nall		
	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 Stre	et,		
	and parking in the surrounding area is extremely limited. Th	е		
	Port Authority assumes no responsibility for delays, includin	g,		
	but not limited to delays caused by any delivery service,			
	building access procedure or security requirement.			
	A valid government-issued photo ID is required to gain acce	SS		
	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.			
	If any Addenda are posted or sent as part of this Bid, the			
	Bidder shall complete, sign and include with its Bid the			
	addenda form(s). In the event any Bidder fails to conform to			
	these instructions, its Bid will nevertheless be construed as			
	though the Addenda had been acknowledged. If the Bidder			
	downloaded this solicitation document, it is the responsibility	/		
	of the Bidder to periodically check the Port Authority website	e at		
			-	
		PAYMENT		
	DI FACE CHOTE FILL WAS TO WAS TO THE	TERMS		
	PLEASE QUOTE FULLY DELIVERED PRICES		Total Delivered Price	

This Quotation is subject to the terms and conditions set forth on $$ the back page hereof. Bidder is advised to read the	ese before signing.
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We have read the instructions and, if favored with an order, w	ve agree to	NOTICE TO BIDDERS: Unless the following term of assurance
furnish the items enumerated herein at the prices and under	the condition	ns that the above offer is irrevocable is signed, the offer submitted
indicated.	Bidder	herein shall not be deemed to be complete.
Signed	Must	The foregoing offer shall be irrevocable for 90 days after the day

Sign

In

Two Places

Signed	
Firm Name	
Telephone number	Date
Fax Number	

Federal Taxpayer ID

signed, the offer submitted nplete. able for 90 days after the date

on which the Port Authority of New York and New Jersey opens this proposal.

Signed	Date
Firm Name	

Page 5 **Of** 10 **Date** 03/08/2017

REQUEST FOR QUOTATION

Collective# / Bid Due Date 0000049004 / 03/30/2017

Vendor No.

Quantity	Description	Unit Price	Total
	http://www.panynj.gov/business-opportunities/bid-proposaladv ertisements.html and download any addenda that might have been issued in connection with this solicitation.		
 15 EA	AA4000140 WELDING, SOLDERING FLUX, 12OZ CONTAINER XUPER BRAZE 100 OR APPROVED EQUAL		
1 LB	AA4000380 WELDING, ROD ELECTRIC MILD STEEL 1/8 IN. AIRDYNE, TARTAN B, (5 LBS PER PKG) NO ASBESTOS, STEELTECTIC OR WELDCOTE E6011		
 20 LB	AA4000383 WELDING, ROD, ELECTRIC, 3/32" MILD STEEL, AIDYNE, AIRCO, AWS 6010, NO ASBESTOS. 10LBS/PKG.		
20 LB	AA4000385 WELDING, ROD, ELECTRIC, 5/32" MILD STEEL, AIRDYNE, AIRCO, TARTAN B #1815, AWS E6010, NO ASBESTOS. 10LBS/PKG.		
 120 LB	AA4000395		
	PAYM		
	PLEASE QUOTE FULLY DELIVERED PRICES	otal Delivered Price	

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We have read the instructions and, if favored with an order, we agree to	NOTICE TO BIDDERS: Unless the following term of assurance
furnish the items enumerated herein at the prices and under the conditions	that the above offer is irrevocable is signed, the offer submitted

indicated.		Bidder
Signed		_ Must
Firm Name		Sign
Telephone number	Date	- In - Two
Fax Number		Places
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herein shall not be deemed to be complete.

The foregoing offer shall be irrevocable for 90 days after the date on which the Port Authority of New York and New Jersey opens this proposal.

Signed	Date
Firm Name	

Page 6 **Of** 10 **Date** 03/08/2017

REQUEST FOR QUOTATION

Collective# / Bid Due Date 0000049004 / 03/30/2017

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Quantity	Description	Unit Price	Total	
	WELDING, ROD 1/8" TARTAN-B SHIELDED METAL ARC NO ASBESTOS, ROCK MOUNT NASSAU OR WASHINGTON ALLOY E6011, 10 LBS/PKG			
60 LB	AA4000400 WELDING, ROD 3/32" TARTAN-B SHIELDED METAL ARC NO ASBESTOS, ROCKMOUNT NASSAU PART #1813 OI WASHINGTON ALLOY E6011, 10LBS/PKG			
420 LB	AA4000624 WELDING, ROD, 3/32" MILD STEEL, EUTECTIC #CEC-9708, POLARIS 18 #1733B, EXCALIBUR AWS E70 10LBS/PKG	18,		
50 LB	AA4000627 WELDING, ROD ELECTRIC 3/32 LH AWS E7018, CEC 97 10 LB PKG	08,		
65 LB	AA4000680 WELDING,ROD, AWS E6011 1/8", ELECTRIC MILD STEE 10LB BOX	L,		
20 LB	AA4000685			
		PAYMENT		
	PLEASE QUOTE FULLY DELIVERED PRICES	TERMS	Total Delivered Price	

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We have read the instructions and, if favored with an order, we agree to	NOTICE TO BIDDERS: Unless the following term of assurance
furnish the items enumerated herein at the prices and under the conditions	that the above offer is irrevocable is signed, the offer submitted

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Signed		Must
Firm Name		Sign
elephone number	Date	- In - Two
ax Number		Places
ederal Taxpaver ID		

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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	

Page 7 Of 10 Date 03/08/2017

REQUEST FOR QUOTATION

Collective# / Bid Due Date 0000049004 / 03/30/2017

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Quantity	Description	Unit Price	Total
	WELDING, ROD ELECTRIC MILD STEEL 5/32", CLASS E-6011 10 LB BOX		
36 EA	AA4001025 HELMET, WELDING, SUPER SLIM, SUPER KOOL, PLATE SIZE 4-1/4" x 5-1/4"; SILVER COATED NYLON, WITH AUTO DARKENING WELDING FILTER; SELLSTROM# 29711 OR APPROVED EQUAL		
8 EA	AA4001030 HELMET, WELDING, HELLSTROM 29901-10 OR JACKSON #H100A BIG J, COMES WITH ADJUST-O-LOK HEADGEAR WITH INTERGRAL LARGE VIEW HOLDER 4-1/2 X 5-1/4. MUST MEET ANSI 287.1.5.1 OR JACKSON #H100 (BIG J) OR HUNTSMAN #951P		
1 EA	AA4001035 HELMET, WELDING, FIBERGLASS, EXTRA-LONG FRONT, WITH 2 X 4-1/4 #1 2 LIFT-UP LENS FIBRE-METAL #110PWE.		
 19 PAA	AA4001070		
	PAYMEN' TERMS	т	
	PLEASE QUOTE FULLY DELIVERED PRICES	Total Delivered Price	

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We have read the instructions and, if favored with an order, we agree to	NOTICE TO BIDDERS: Unless the following term of assurance

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indicated.	Bidder	herein shall not be deemed to be complete.	
Signed	Must	The foregoing offer shall be irrevocable for	90 days after the date
Firm Name	Sign	on which the Port Authority of New York and	d New Jersey opens
Telephone numberDate	In Two	this proposal.	
Fax Number	Places	Signed	_Date
Federal Taxpayer ID		Firm Name	

Page 8 Of 10 Date 03/08/2017

REQUEST FOR QUOTATION

Collective# / Bid Due Date 0000049004 / 03/30/2017

Vendor No.

Quantity	Description		Unit Price	Total
	GOGGLES, TORCH WELDING, EYE CUP, SHADE #5 TREATED GLASS SIDE SHIELDS + LEATHER BRIDGE P - SELLSTROM #85150, WILLSON #CW-70 OR GREEN DIAMOND/ANCHOR G-95 OR INSPECTION AND SAFETY APPROVED EQUAL.			
20 EA	AA4001104 WELDING,LENS CLEAR PLASTIC 4 1/2 X 5 1/4 INCH, FO JACKSON #H100 HELMET MUST MEET ANSI Z87 1.	R		
2 EA	AA4001105 WELDING,LENS-SHADE #10, 4 1/2" X 5 1/4" ,FOR JACKSON #HL-100 & H -500			
 157 EA	AA4001200 WELDING,COLD GALVANIZING COMPOUND, 200Z. AEROSOL CAN MFG. BY RUSTOLEUM V020066			
6 EA	AA4001253 WELDER, 350P MIG, COMES WITH 15' GUN PACKAGE, MILLER MATIC #907300			
7 EA	AA4001260			
		PAYMENT TERMS		
	PLEASE QUOTE FULLY DELIVERED PRICES	_	Total Delivered Price	

This Quotation is subject to the terms and conditions set forth on $$ the back page hereof. Bidder is advised to read the	ese before signing.
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We have read the instructions and, if favored with an order, w	NOTICE TO BIDDERS: Unless the following term of assurance		
furnish the items enumerated herein at the prices and under t	that the above offer is irrevocable is signed, the offer submitted		
indicated.	Bidder	herein shall not be deemed to	be complete.
Signed	Must	The foregoing offer shall be i	rrevocable for 90 days after the date
Firm Name	Sign	on which the Port Authority of	New York and New Jersey opens
Telephone numberDate	In Two	this proposal.	
Fax Number	Places	Signed	Date
Federal Taxpayer ID		Firm Name	

Vendor No.

4 World Trade Center, 150 Greenwich Street, 21st Floor, New York, NY 10007

Page 9 Of 10 Date 03/08/2017

REQUEST FOR QUOTATION

Collective# / Bid Due Date 0000049004 / 03/30/2017				

Quantity	Description		Unit Price	Total
	REGULATOR, WELDING/CUTTING, ACETYLENE, CGA30 INLET, W/HARD HAT, SMITH EQUIPMENT #40-15-300S.			
 16 EA	AA4001270 REGULATOR, WELDING/CUTTING, 1 STAGE, OXYGEN, CGA540, W/HARD HAT, SMITH MODEL #40-175-540			
10 LB	AA4002045 WELDING, ROD 3/32, ALLSTATE 4-60 OR (JUPITER A) F CAST IRON, 10LB BOX	OR		
		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 NOTICE TO BIDDERS: Unless the following term of assurance

furnish the items enumerated herein at the prices and under the conditions that the above offer is irrevocable is signed, the offer submitted

		- · · · · · · · · · · · · · · · · · · ·
indicated.	Bidder	herein shall not be deemed to be complete.
Signed	Must	The foregoing offer shall be irrevocable for 90 days after the date
Firm Name	Sign	on which the Port Authority of New York and New Jersey opens
Telephone numberDate	In Two	this proposal.
Fax Number	Places	SignedDate
Federal Taxpayer ID		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.

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

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 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. PRE-AWARD MEETING

The lowest responsive and responsible Bidder may be called for a pre-award meeting prior to award of the Contract.

5. 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.

6. 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 Page 2 of 9

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 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 (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 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 **10 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 Contract Administrator, Central Warehouse. 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.

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 **2** deliveries per month to any one, or combination of delivery points listed. This number is based on past requirements and constitutes <u>no</u> guarantee as to the actual number of deliveries, or the delivery sites. Delivery of material must be within 10 calendar days from receipt of purchase order.

8. <u>DELIVERY LOCATIONS AND RESTRICTIONS</u>

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, Hangar 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

WELDING SUPPLIES

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
Martin Luther King, Jr. Birthday
Lincoln's Birthday
President's Day

Labor Day
Columbus Day
Veterans Day
Thanksgiving Day

Memorial Day The day after Thanksgiving Day

Independence Day 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, 2 Montgomery Street, 3rd Floor, Jersey City, New Jersey 07302.

13. NON-PERFORMANCE OF VENDORS DUTIES RELETTING 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.

${\bf ATTACHMENT\ I\ -A\ -\ Certified\ Environmentally\ Preferable\ Products/Practices}$

Bidder Name:	Date:	
which reduce the Port Authority's in regarding their environmentally pr Bidders are requested to complete t	ew York and New Jersey's (The "Port Authority") efforts to promote products and practice in the environment and human health, Bidders are encouraged to provide informatice ferable/sustainable business practices as they relate to this contract wherever possible his form and submit it with their response, if appropriate. Bidders are requested to submit the items for which the Bidder indicates a "Yes" and present this documentation in the second of the provided in the second of the provided in the second of the second	ior le ni
1. Packaging		
Has the Bidder implemented any of	the following environmental initiatives? (A checkmark indicates, "Yes") is that exceed the required minimum EPA recommended post-	
	terials that contain recycled content and are recyclable in most local programs	
	and source reduction by reducing the extent of the packaging	
	take-back services, or shipping carton return	
	erials which have been bleached with chlorine or chlorine derivatives hat may contain polyvinyl chloride (PVC), or polystyrene or heavy metals	
Emiliates any packaging	nat may contain polyvinyl chloride (F v C), of polystyrene of neavy metals	
2. Business Practices / Operatio		
	that serve to reduce or minimize an impact to the environment, including, but not necessar (A checkmark indicates, "Yes")	ily
	varehouse or other operations	
	cles or vehicles equipped with diesel emission control devices for delivery or transportati	or
Use of energy efficient off	ice equipment or signage or the incorporation of green building design elements meets federal specifications) in their marketing and/or resource materials	
Other sustamable initiative		
3. Training and Education		
products to be offered under this co	rogram to train or inform customers and employees of the environmental benefits of the analysis of the Bidder conduct environmental training of its own staff? Its requested to attach a description of the training offered and the specific criteria training.	ihe
4. Certifications		
Has the Bidder or any of its manufar (A checkmark indicates, "Yes")	cturers and/or subcontractors obtained any of the following product / industry certification	1S
	other equivalent environmental management system	
	al standards (where applicable), such as the CERES principles,	
	otocol, Responsible Care Codes of Practice or other similar standards ons such as Green Seal, Scientific Certification Systems, Smartwood, etc.	
If yes, Bidders are requested to attach	ch copies of the certificates obtained.	
I hereby certify, under penalty of th	e law that the above statements are true and correct.	
Name	Date	