

## REQUEST FOR QUOTATION

<b>Vendor No.</b>     <b>Contact person/Telephone/Email</b> Erica Brown/212-435-4606/enbrown@panynj.gov	<b>Collective# / Bid Due Date</b> 50825 / 09/19/2017  Bids must be received no later than 11:00 AM on the above Bid Due Date. <b>Deliver Goods/Services To:</b> Path Harrison Stockroom Foot of Cape May St. Harrison NJ 07029
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Quantity	Description	Unit Price	Total
	Air Filters - PATH Two (2) Year Requirements Contract.  Two (2) Year Requirements Contract for the Supply and Delivery of Air Filters in accordance with PATH Car Equipment Division Specifications. Contract to commence on or about 11/1/17.  The attached "PATH Stockroom Requirement Contract/Standard Terms & Conditions" and Specification Sheets, are to be made part of this solicitation. Please read all terms and conditions before bidding. There are no guarantees as to the quantities, if any, that may actually be ordered.  ***PLEASE QUOTE FULLY DELIVERED PRICES FIRM FOR TWO (2) YEARS***  Contract Delivery Terms: Within seven (7) business days A.R.O.  PRIOR TO CONTRACT AWARD, THE SELECTED VENDOR WILL BE REQUIRED TO SUBMIT FOR APPROVAL 1-2 SAMPLES OF EACH FILTER WITHIN 10 DAYS OF REQUEST.  In addition to signing this RFQ, please print the name of the authorized signatory:  _____		
	<b>PLEASE QUOTE FULLY DELIVERED PRICES</b>	<b>PAYMENT TERMS</b>	<b>Total Delivered Price</b>

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

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

Signed \_\_\_\_\_  
 Firm Name \_\_\_\_\_  
 Telephone number \_\_\_\_\_ Date \_\_\_\_\_  
 Fax Number \_\_\_\_\_  
 Federal Taxpayer ID \_\_\_\_\_

Bidder  
 Must  
 Sign  
 In  
 Two  
 Places

NOTICE TO BIDDERS: Unless the following term of assurance that the above offer is irrevocable is signed, the offer submitted herein shall not be deemed to be complete.

The foregoing offer shall be irrevocable for 90 days after the date on which The PORT AUTHORITY TRANS-HUDSON CORPORATION opens this proposal.

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

## REQUEST FOR QUOTATION

<b>Vendor No.</b>	<b>Bid Number / Bid Due Date</b> 50825 / 09/19/2017
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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 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 "BID ENCLOSED", the Collective/Bid Number and Due Date, and your complete company name and address.  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		
	<b>PLEASE QUOTE FULLY DELIVERED PRICES</b>	<b>PAYMENT TERMS</b>	<b>Total Delivered Price</b>

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## REQUEST FOR QUOTATION

<b>Vendor No.</b>	Bid Number / Bid Due Date 50825 / 09/19/2017
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Quantity	Description	Unit Price	Total
	<p>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 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.</p> <p>There is no parking available at 4 WTC/150 Greenwich Street, and parking in the surrounding area is extremely limited. The Port Authority assumes no responsibility for delays, including, but not limited to delays caused by any delivery service, building access procedure or security requirement.</p> <p>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.</p> <p>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 at</p>		
	<b>PLEASE QUOTE FULLY DELIVERED PRICES</b>	<b>PAYMENT TERMS</b>	<b>Total Delivered Price</b>

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

# REQUEST FOR QUOTATION

Vendor No.	Bid Number / Bid Due Date 50825 / 09/19/2017
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Quantity	Description	Unit Price	Total
	<a href="http://www.panynj.gov/business-opportunities/bid-proposaladvertisements.html">http://www.panynj.gov/business-opportunities/bid-proposaladvertisements.html</a> and download any addenda that might have been issued in connection with this solicitation.		
2,400 BOX	2180490 Filter, Return Air, PA 5 A/C, 16" x 20" x 2", 30/30 Merv 8, Camfil #049880-001, 12 per box. Camfil or approved equal.  Manufacturer: _____ Item #: _____		
1,250 BOX	2180491 Filter, Fresh Air, PA 5 A/C, 10" x 20" x 2" 30/30, Merv 8, Camfil #049880-008, 12 per box. Camfil or approved equal.  Manufacturer: _____ Item #: _____		
<b>PLEASE QUOTE FULLY DELIVERED PRICES</b>		<b>PAYMENT TERMS</b>	<b>Total Delivered Price</b>

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

## REQUEST FOR QUOTATION

<b>Vendor No.</b>	<b>Bid Number / Bid Due Date</b> 50825 / 09/19/2017
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Quantity	Description	Unit Price	Total
300 BOX	2180492 Filter, Air Inverter, PA 5 Auxiliary Power Supply Unit, 11.73" x 17.12" x 1", 12 per box. Path Car Equipment Specification Document # CED071111-1.  Manufacturer: _____ Item #: _____		
300 BOX	2180493 Filter, Side Blower, PA 5 Auxiliary Power Supply Unit, 13.7" x 7.32" x 2", 12 per box. Path Car Equipment Specification Document # CED71111-2.  Manufacturer: _____ Item #: _____		
<b>PLEASE QUOTE FULLY DELIVERED PRICES</b>		<b>PAYMENT TERMS</b>	<b>Total Delivered Price</b>

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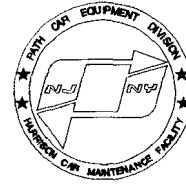
The foregoing offer shall be irrevocable for 90 days after the date on which The PORT AUTHORITY TRANS-HUDSON CORPORATION opens this proposal.

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

## TERMS AND CONDITIONS

1. The Port Authority (PA) reserves the right to request information relating to seller's responsibility, experience and capability to perform the work.
2. Unless otherwise provided, complete shipment of all items must be in one delivery FOB delivery point. Payment will not be made on partial deliveries unless authorized in advance by the party to be charged and the discount, if any, will be taken on the total order.
3. PA payment terms are net 30 days. Cash discounts for prompt payment of invoices may be taken but will not be considered in determining award, except in the case of tie bids.
4. Separate unit and total FOB delivered prices must be shown.
5. Sales to the PA and to PATH are currently exempt from New York and New Jersey State and local taxes and generally from federal taxation. The seller certifies that there are no federal, state, municipal or any other taxes included in the prices shown hereon.
6. The PA shall have the absolute right to reject any or all proposals or to accept any proposal in whole or part and to waive defects in proposals.
7. Unless the phrase "no substitute" is indicated, bidder may offer alternate manufacturer / brands, which shall be subject to Port Authority approval. Please indicate details of product being offered with bid.
8. Acceptance of seller's offer will be only by Purchase Order Form signed by the PA. No change shall be made in the agreement except in writing.
9. If the seller fails to perform in accordance with the terms of this purchase order, the PA may obtain the goods or services from another contractor and charge the seller the difference in price, if any, a reletting cost of \$100, plus any other damages to the PA.
10. Upon request, sellers are encouraged to extend the terms and conditions of any terms agreement with the PA to other government and quasi-government entities by separate agreement.
11. By signing this quotation or bid, the seller certifies to all statements on Form PA 3764A regarding non-collusive bidding; compliance with the PA Code of Ethics; and the existence of investigations, indictments, convictions, suspensions, terminations, debarments and other stated occurrences to assist the PA in determining whether there are integrity issues which would prevent award of the contract to the seller. The PA has adopted a policy set forth in full on PA 3764A, that it will honor a determination by an agency of the State of New York or New Jersey that a bidder is not eligible to bid on or be awarded public contracts because the bidder has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing wage legislation. The Terms and Conditions of PA 3764A apply to this order. A copy can be obtained by calling (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.

**PORT AUTHORITY**  
TRANS-HUDSON CORPORATION



**PATH Car Equipment Division**  
**Specification**

**AUXILIARY POWER UNIT BLOWER FILTER**  
**PA-5 CARS**  
**PATH STOCK NO. 2180493**

**Document Number: CED070617-2**

**Date Issued: 07/06/17**

**Page 1 of 4**

**CED070617-2**

**PORT AUTHORITY**  
**TRANS-HUDSON CORPORATION**



**PATH Car Equipment Division – Specification**

Document No. CED070617-2

Date: 07/06/17

Prepared by:

Peter J. Harris  
Supervisor – Technical Services

Approved:

Thomas Rowbottom  
Asst. Superintendent – Car Equipment Division



PORT AUTHORITY TRANS HUDSON  
CAR EQUIPMENT DIVISION  
FOOT OF CAPE MAY STREET  
HARRISON, NJ 07029

SPECIFICATION CED070617-2, "AUXILIARY POWER UNIT BLOWER FILTER FOR PA-5 CARS"

**DOCUMENT NO.: CED070617-2**

07/06/17

Item: PATH Stock Number 2180493 used on PATH PA-5 cars only. One per car. Framed.

### 1.0 General

- 1.1- For comparison and evaluation bids prior to award, PATH may request one or more samples of those filters which the successful bidder proposes as meeting the specifications outlined below. The successful vendor's filters will be retained by PATH for comparison against the media, construction and performance of all filters received during the course of the award.
- 1.2- All filters found unacceptable in comparison with those approved samples provided at the time of award will be replaced at no cost to PATH.

### 2.0 Construction

- 2.1 Filters shall be of the pleated type construction, disposable and non-renewable as defined in ARI Standard 850, latest version.
- 2.2 Actual size (inches) to be 13.7 x 7.32 x 2 (WxHxD).
- 2.3 Filters shall be water resistant.
- 2.4 Filter to contain new white 100% synthetic media.
- 2.5 An enclosing double wall frame of water resistant beverage board (24 point) shall provide a rigid and durable enclosure. The frame shall be bonded to the media on all sides with locking corners to prevent air bypass. Integral diagonal support members on the air entering and air exiting side shall be bonded to the apex of each pleat to maintain uniform pleat spacing and ensure stability.
- 2.6 A rust resistant, expanded metal support shall be bonded to the downstream side of the media to maintain radial pleats and prevent media oscillation.
- 2.7 Each filter shall contain 9 pleats and shall not have less than 3.6 square feet of media.

### 3.0 Performance

- 3.1 The filter shall have a minimum MERV 8 rating when evaluated under the guidelines of ANSI/ASHRAE Standard 52.2-2007 with an average efficiency of not less than 35-40% when evaluated under the guidelines of ANSI/ASHRAE Standard 52.1-1999.
- 3.2 The filter shall have a minimum airflow capacity of 350 cfm.
- 3.3 Initial resistance: 0.19 inches W.G.
- 3.4 Final resistance: 1.0 inches W.G.
- 3.5 Rated velocity: 500 fpm
- 3.6 Underwriters Laboratories shall classify the filter as UL Class 2 per UL Standard 900.
- 3.7 Maximum operating temperature: 200 degrees fahrenheit and 93 degrees celsius.
- 3.8 Tolerance: height and width  $\pm 1/8"$ , depth  $\pm 1/16"$ .

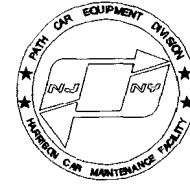
CED070617-2

#### 4.0 Identification

- 4.1 The filter shall be identified on the exterior of the frame with the manufacturer's name and part number, arrows showing the direction of air flow, UL classification and size.

**End of Section**

**PORT AUTHORITY**  
TRANS-HUDSON CORPORATION



**PATH Car Equipment Division**  
**Specification**

**AUXILIARY POWER UNIT INVERTER MODULE FILTER**  
**PA-5 CARS**  
**PATH STOCK NO. 2180492**

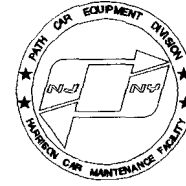
**Document Number:** CED070617-1

**Date Issued:** 07/06/17

**Page 1 of 4**

**CED070617-1**

**PORT AUTHORITY**  
**TRANS-HUDSON CORPORATION**



**PATH Car Equipment Division – Specification**

Document No. CED070617-1

Date: 07/06/17

Prepared by:



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Peter J. Harris  
Supervisor – Technical Services

Approved:



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Thomas Rowbottom  
Asst. Superintendent – Car Equipment Division

PORT AUTHORITY TRANS HUDSON  
CAR EQUIPMENT DIVISION  
FOOT OF CAPE MAY STREET  
HARRISON, NJ 07029

SPECIFICATION CED070617-1, "AUXILIARY POWER UNIT INVERTER MODULE FILTER FOR  
PA-5 CARS"

**DOCUMENT NO.: CED070617-1**

07/06/17

Item: PATH Stock Number 2180492 used on PATH PA-5 cars only. One per car. Framed.

### 1.0 General

- 1.1-For comparison and evaluation bids prior to award, PATH may request one or more samples of those filters which the successful bidder proposes as meeting the specifications outlined below. The successful vendor's filters will be retained by PATH for comparison against the media, construction and performance of all filters received during the course of the award.
- 1.2-All filters found unacceptable in comparison with those approved samples provided at the time of award will be replaced at no cost to PATH.

### 2.0 Construction

- 2.1 Filters shall be of the pleated type construction, disposable and non-renewable as defined in ARI Standard 850, latest version
- 2.2 Actual size (inches) to be 11.73 x 17.12 x 1 (WxHxD).
- 2.3 Filters shall be water resistant.
- 2.4 Filter to contain new white 100% synthetic water resistant media.
- 2.5 An enclosing double wall frame of water resistant beverage board (24 point) shall provide a rigid and durable enclosure. The frame shall be bonded to the media on all sides with locking corners to prevent air bypass. Integral diagonal support members on the air entering and air exiting side shall be bonded to the apex of each pleat to maintain uniform pleat spacing and ensure stability.
- 2.6 A rust resistant, expanded metal support shall be bonded to the downstream side of the media to maintain radial pleats and prevent media oscillation.
- 2.7 Each filter shall contain 22 pleats and shall not have less than 3.33 square feet of media.

### 3.0 Performance

- 3.1 The filter shall have a minimum MERV 8 rating when evaluated under the guidelines of ANSI/ASHRAE Standard 52.2-2007 with an average efficiency of not less than 35-40% when evaluated under the guidelines of ANSI/ASHRAE Standard 52.1-1999.
- 3.2 The filter shall have a minimum airflow capacity of 425 cfm.
- 3.3 Initial resistance: 0.21 inches W.G.
- 3.4 Final resistance: 1.0 inches W.G.
- 3.5 Rated velocity: 300 fpm
- 3.6 Underwriters Laboratories shall classify the filter as UL Class 2 per UL Standard 900.
- 3.7 Maximum operating temperature: 200 degrees fahrenheit and 93 degrees celsius.
- 3.8 Tolerance: height and width  $\pm 1/8"$ , depth  $\pm 1/16"$ .

CED070617-1

#### 4.0 Identification

- 4.1 The filter shall be identified on the exterior of the frame with the manufacturer's name and part number, arrows showing the direction of air flow, UL classification and size.

**End of Section**

# **PATH STOCKROOM REQUIREMENT CONTRACT**

## **Information for Bidders**

### **1. AWARD METHOD**

#### **AWARD TO SINGLE BIDDER:**

It is the intent of the Port Authority to award this Bid to one Bidder based on the total estimated delivered price for all items. However, the Port Authority shall have the absolute right to reject any or all bids or to accept any bid in whole or in part and to waive defects in bids.

### **2. CORRECTION IN COMPUTATION**

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

### **3. ACCEPTABLE PRODUCTS**

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

Samples of all the requested products shall be submitted to the Port Authority for evaluation within seven (7) business days of request. Failure by the Bidder to deliver samples within the required timeframe may result in the rejection of the Bid. The package containing sample products should clearly indicate the following: (1) the Bidder's name and address, (2) the Bid number, and (3) the Bid due date. Additionally, each item must be tagged with the Port Authority's Material Stock Number and the Bidder's name and address. Sample products are to be sent directly to: the PATH Harrison Stockroom, Foot of Cape Street, Harrison, N. J. 07029. All sample products submitted by the Bidder will be evaluated by the Port Authority, and the Port Authority will make the final determination as to whether or not the sample product is acceptable. The Bidder shall bear all costs of the evaluation, if any. Should a proposed alternate product be deemed not acceptable, the Bidder shall be obligated to provide one of the listed acceptable brands, including the manufacturer's name

and model/part numbers at the original quoted price to maintain eligibility for contract award. All samples must be picked up by the Bidder within thirty (30) days of notification, after which all samples will become the property of the Port Authority.



## **STANDARD TERMS AND CONDITIONS**

### **1. GENERAL AGREEMENT**

The Vendor agrees to furnish and deliver on an "as needed" basis to the Port Authority's stockrooms as set forth herein, the Authority's stockroom requirements for the items set forth in the "Request for Quotation" form, within the calendar days indicated in paragraph 4 below. The furnishing and delivery shall be at the prices quoted in the Request for Quotation. The contract term is **two (2) years**.

The dollar value of this requisition is for evaluation purposes only and there are no guarantees as to the actual amount, if any, that may be ordered. In full consideration for the performance of all duties and obligations hereunder, the Vendor agrees to accept from the Port Authority a compensation consisting of payment for the items or services supplied by the Vendor computed at the bid prices quoted in the Request for Quotation. The "Unit Prices" quoted **shall not** exceed two decimal places. The Port Authority Trans Hudson Corporation (PATH) is a third party beneficiary of this agreement and may order its requirements for stockroom items upon the same terms and conditions by issuing a separate purchase order.

### **2. EXTENSION PERIOD**

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

### **3. FACSIMILE EQUIPMENT**

The Vendor shall have available a facsimile machine for receipt of releases via facsimile message from the Port Authority Trans-Hudson Corp.

### **4. PURCHASE ORDERS**

Releases against the Contract for the PATH stockroom(s) will be coordinated using Purchase Orders issued by PATH. Purchase Orders may be verbal or in writing. If verbal, the Port Authority will confirm all orders by a facsimile hard copy transmission bearing the stock number, quantity, delivery location and Purchase Order number. The Vendor shall accept Purchase Orders only from PATH. The Vendor shall deliver within **7 business days**, from receipt of Purchase Order. There shall be no minimum quantities or dollars per order.

## **5. ADDITIONAL ITEMS**

Additional related items may be added to this contract by the Manager, Purchasing Services Division. If the items on the contract were bid at a specified discount off list price, additional items, as determined by the Manager, Purchasing Services 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 **seven (7) days** from receipt of purchase order release.

## **8. DELIVERY LOCATIONS AND RESTRICTIONS**

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

PATH HARRISON Stockroom  
Foot of Cape May Street  
Harrison, NJ 07029  
(973) 350-3944/3945

## **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 Day

## **10. MATERIAL SAFETY DATA SHEETS**

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

## **11. UNION JURISDICTION**

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

## **12. BILLING**

An invoice with a unique invoice number must be issued for all deliveries. The vendor must attach backup delivery receipts with Purchase Order number. **To ensure proper receipt and payment of invoices, mail all invoices only to: The Port Authority of New York and New Jersey, Accounts Payable, 2 Montgomery Street, 3<sup>rd</sup> Floor, Jersey City, New Jersey 07302.**

### **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. NON DISCRIMINATION REQUIREMENTS**

The Vendor shall take all necessary and reasonable steps to ensure non-discrimination in the performance and administration of all aspects of this Contract.

A. Vendor hereby agrees that no person on the ground of race, color, national origin, creed/religion, sex, age or handicap/disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the furnishing of goods or services or in the selection and retention of subcontractors and/or vendors under this Contract. Vendor shall also ascertain and comply with all applicable federal, state and local laws, ordinances, rules, regulations, and orders that pertain to equal employment opportunity, affirmative action, and non-discrimination in employment.

B. Vendor agrees that these "Non Discrimination Requirements" are a binding part of this Contract. Without limiting the generality of any other term or provision of this Contract, in the event the Authority, or a state or federal agency finds that the Contractor or any of its subcontractors or vendors has not complied with these "Non Discrimination Requirements", the Authority may cancel, terminate or suspend this Contract in accordance with Section 14 of these Standard Terms and Conditions entitled "Termination."

C. Vendor agrees to cooperate fully with the Authority's investigation of allegations of discrimination. Cooperation includes, but is not limited to, allowing the Authority to question employees during the investigation of allegations of discrimination, and complying with directives that the Authority or the State or Federal government deem essential to ensure compliance with these "Non-Discrimination Requirements."

### **16. 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.

## **17. 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.