

REQUEST FOR QUOTATION

Vendor No. Port Authority Procurement Contact: John Santiago/212-435-4613/john.santiago@panynj.gov	Collective# / Bid Due Date 50962 / 10/13/2017 Bids must be received no later than 11:00 AM on the above Bid Due Date. Deliver Goods/Services To: PATH Harrison Stockroom Foot of Cape May St. Harrison NJ 07029
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Quantity	Description	Unit Price	Total
	Propulsion Replacement Parts for PATH PA-5 Railcar Fleet, as Mfd. by Siemens Industry, Inc. <p style="text-align: center;">***No Substitute, No Equal***</p> Contract Term: Two (2) Year Requirements Contract ATTACHMENTS, PRICING AND BID SUBMISSION REQUIREMENTS: (1) "PATH Stockroom Requirements Contract" is to be made part of this Contract. There is no guarantee as to the items or quantities, if any, that may be ordered. Any exceptions taken to terms and conditions in this solicitation may cause your bid to be deemed non-responsive. (2) The list of items under this Contract is available as an electronic spreadsheet for pricing, which must be downloaded by accessing the following link: Pricing Sheets - Bid 50962 . This Bid may be accessed on the Port Authority's website at http://www.panynj.gov/business-opportunities/bid-proposal-advertisements.html . (3) On the Pricing Sheets, insert information only in the columns entitled "Unit Price" (in two decimal places), "Manufacturer Name", and "Lead Time A.R.O." (4) Copy the completed electronic Pricing Sheets to your own CD or USB storage device.		
	PLEASE QUOTE FULLY DELIVERED PRICES	PAYMENT TERMS	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.

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

**Bidder
 Must
 Sign
 In
 Two
 Places**

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

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

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Quantity	Description	Unit Price	Total
	<p>(5) Submit the following in a sealed package:</p> <ul style="list-style-type: none"> i) a hard copy, signed printout of the completed Pricing Sheets; ii) the storage device with the saved Pricing Sheets; and iii) a completed and signed hard copy of the Request for Quotation, including all attachments that make up this entire solicitation package. <p>The Request for Quotation must include the "Total Estimated Two (2) Year Contract Price" from the Pricing Sheets.</p> <p>Note: The Port Authority is not responsible for an inoperable or inaccessible storage device. In the event of a discrepancy between the electronic Pricing Sheets and the signed hard copy of the Pricing Sheets, the signed hard copy prevails.</p>		
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Quantity	Description	Unit Price	Total
	<p>This is a Formal Bid Invitation</p> <p>Bid Submission Instructions:</p> <p>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:</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>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.</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.</p>		
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	<p>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 http://www.panynj.gov/business-opportunities/bid-proposaladvertisements.html and download any addenda that might have been issued in connection with this solicitation.</p>		
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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.

ITEMS FOR BID 50962

Item No.	Material No.	Material Description
10	0380036	Sensor,PA 5 Voltage,Siemens #450903912000.
20	0380038	Capacitor,PA 5 DC-Link,Siemens #A5E01021379.
30	0380039	Module,PA 5 Insulated Gate Bipolar Transistor,Siemens #450903910001.
40	0380040	Power Supply,PA 5 Gating Module,Siemens #A5E00783834.
50	0380041	Resistor,PA 5 Continuous Discharging,Siemens #1012052.
60	0380042	Sensor,PA 5 Temperature PT100/F1,Siemens #1013824.
70	0380043	Sensor,PA 5 Temperature PT100/F2,F3,Siemens #655332.
80	0380044	Module,PA 5 Pulsed Inverter,Insulated Gate Bipolar Transistor,Siemens #1011173.
90	0380045	Module,PA 5 Braking Chopper,Insulated Gate Bipolar Transistor,Siemens #1013818.
100	0380046	Module,PA 5 Free Wheeling Diode,Infineon #BYM300A16ODN13C_E3222,Siemens #A5E00165640.
110	0380049	Horn Kit,PA 5 High Speed Circuit Breaker,Siemens #SG101890R00001.
120	0380051	Line Contactor,PA 5,Siemens #A5E00817233.
130	0380052	Precharging Contactor,PA 5,Siemens #A5E00835426.
140	0380054	Line Reactor,PA 5,Siemens #A5E00728102.
150	0380055	Filter Capacitor,PA 5,Siemens #A5E00728114.
160	0380057	Arc Chute,PA 5 Line Contactor,Siemens #86412560.
170	0380059	Arc Chute,PA 5 Precharging Contactor,Siemens #8640250.
180	0380065	Auxiliary Contactor,PA 5 3RT1017-2WB41,Siemens #A5E00118911.
190	0380066	Auxiliary Contactor,PA 5 3RH1140-2KB40,Siemens #1011821.
200	0380067	Auxiliary Contactor,PA 5 3RH1131-2WB40,Siemens #A5E00818032.
210	0380068	Auxiliary Contactor,PA 5 3RT1017-2WB42,Siemens #A5E00151937.
220	0380069	Time Relay,PA 5 3RP2005-2BW30,Siemens #A5E00818035.
230	0380073	Air Inlet Filter,PA 5,Siemens #A5E00119978,consisting of the following:1 Air Inlet Cowl,Siemens # A5E0013235224 Hex Screws NMA 132822400024 Spring washer NMA 1385120300.
240	0380074	Cover,PA 5 Air Inlet Filter,Siemens #A5E00816419.
250	0380075	Air Outlet Grid,PA 5,Siemens #A5E00134836.
260	0380076	Rubber Pad,PA 5,Siemens #D141038.
270	0380079	Cover,PA 5 De,Siemens #D102179.
280	0380080	Cover,PA 5 De Outer,Siemens #A5E00783604.
290	0380081	Labyrinthring,PA 5 De,Siemens #A5E00273360.
300	0380082	Cover,PA 5 De Inner,Siemens #A5E00273382.
310	0380083	Cover,PA 5 Grease Chamber De,Siemens #A5E00136016.
320	0380084	Cover,PA 5 NDe,Siemens #A5E00825026.
330	0380085	Cover,PA 5 NDe,Siemens #D040310.
340	0380086	Grease Tube,PA 5,Siemens #A5E00137192.
350	0380087	Cover,PA 5 Terminal Box,Siemens #A5E00816195.
360	0380088	Cable,PA 5 Entry Plate,Siemens #A5E00815841.
370	0380089	Cable,PA 5 Slotted Gland,Siemens #23254D16.
380	0380090	Cable,PA 5 Terminal Box Lug,KRFS 50-8,Siemens #A5E00420362.
390	0380091	Cable,PA 5 Grounding Lug,10-50f 13531,Siemens #2638120800.
400	0380092	Terminal Strip,PA 5,Siemens #A5E00883091.
410	0380093	Insulator,PA 5,Siemens #1529102400.
420	0380096	Sealing Ring,Flat,PA 5,De 154 x 167 x 2.5,Siemens #1921210400.
430	0380097	Sealing Ring,Flat,PA 5,NDe 137 x 147 x 2.5,Siemens #1921316800.
440	0380098	Ring'O,PA 5,114.02 x 1.78,N-NBR70,Siemens #1921217100.
450	0380099	Ring'O,PA 5,208 x 3 N-NBR70.11,Siemens #A5E00285285.
460	0380100	Ring'O,PA 5 79 x 2 N.N70,Siemens #1921310300.
470	0380101	Ring,Securing,PA 5,AV 50 x 2,Siemens #A5E00126867.

ITEMS FOR BID 50962

Item No.	Material No.	Material Description
480	0380119	Plug,PA 5 M6,Plastic,Siemens #1916165900.
490	0380120	Plug,PA 5 C8.8,Plastic,Siemens #1932120900.
500	0380138	Sealing Tape,PA 5,140/132 BA,Siemens #499911.
510	0380139	Assembly,PA 5 Braking Resistor,Siemens #6GM1-B00266,KRC #20402-03505.
520	0380140	Resistor Bank,PA 5 Brake Resistor,Siemens #B00266B3.
530	0380141	Terminal Box,PA 5 Brake Resistor,4 cable glands PG29,Siemens #B00266E31-B.
540	0380142	Mica Insulator,PA 5 Brake Resistor,M8,Siemens #15291011100.
550	0380143	Speedsensor,PA 5 Propulsion System,Siemens #A2V00001469731.
560	0380145	Main Contact,PA 5 Precharging Contactor,Siemens #862251101.
570	0380149	Fan,PA 5 Equipment,Siemens #A5E00728107.
580	0380150	Capacitor,PA 5 Earthing,Siemens #343434.
590	0380151	Resistor,PA 5 Precharging,Siemens #632455.
600	0380152	Resistor,PA 5 Discharging,Siemens #A5E00836545.
610	0380153	Resistor,PA 5 High Speed Circuit Breaker,Siemens #A5E00836547.
620	0380154	Battery Switch,PA 5,Siemens #A5E00432959.
630	0380155	Voltage Indicator,PA 5,Siemens #A5E00327955.
640	0380156	Odometer,PA 5,Siemens #A5E01087998.
650	0380168	Friction Brake,PA 5 Propulsion Control Unit,Siemens #A5E00719825. REPAIR ONLY
660	0380193	Enclosure,PA 5 Complete Box & Lid,Siemens #SN2500-G10.
670	0380195	Hinge,PA 5 Knife Switch Assembly,Siemens #GMY23995.
680	0380196	Housing,PA 5 Upper & Lower Part,Siemens #7.690.220.000 & 7.690.230.000.
690	0380203	Plug,Screw,PA 5,G2 A DIN 908,Siemens #000.050.000.457.
700	0380207	Indicator,PA 5 Oil Level,EPHY-MESS G1 1/4 OSA,Siemens #000.001.152.046.
710	0380208	Pinion,PA 5 Shaft,RP 137.0/22.29,Siemens #000.001.333.350.
720	0380209	Disc,Sling,PA 5,D104 65 x 6,Siemens # 000.001.331.872.
730	0380210	Ring,Labyrinth,PA 5,D101 65 x 6,Siemens #000.001.331.873.
740	0380211	End Plate,PA 5,D 75 x 12,Siemens #000.001.219.700.
750	0380212	Cover,Labyrinth,PA 5,Siemens #000.001.331.917.
760	0380213	Gear,Wheel,PA 5,RP 318.0/2.44,Siemens #000.001.333.351.
770	0380214	Cover,Labyrinth,PA 5,D290 179.4 x 27.5,Siemens #000.001.333.354.
780	0380215	Ring,PA 5,177.8 x 201.0 x 13.0,Siemens #000001331911.
790	0380216	Ring,Labyrinth,PA 5,D202 175 x 22,Siemens #000.001.220.405.
800	0380217	Ring,Labyrinth,PA 5,D220 174 x 21.8,Siemens #000.001.220.442.
810	0380218	Disc,Labyrinth,PA 5,D232 190 x 10,Siemens #000.001.220.452.
820	0380219	Ring,PA 5,177.8 x 201.0 x 13.0,Siemens #000.001.331.911.
830	0380222	Disc,Labyrinth,PA 5,D232 190 x 10,Siemens #000.001.220.448.
840	0380223	Shaft,PA 5,D105 X 165,Siemens #000.001.333.332.
850	0380224	Gear,Wheel,PA 5,LP 137.0 x 2.29,Siemens #000.001.333.352.
860	0380225	Cover,Bearing,PA 5,125 x 170 x 015.0,Siemens #000.001.331.919.
870	0380226	Contact,Auxillary,PA 5,Siemens #SN2500-G2.
880	0380227	Base,Mounting,PA 5,Siemens #SN2500-G4.
890	0380228	Handle,PA 5 Insulating Switch,Siemens #SN2500-G5.
900	0380229	Terminal,Assembly,PA 5,Siemens #SN2500-G6.
910	0380230	Terminal,PA 5 Main Power Amp with Mounting Hardware,Siemens #SN2500-G8.
920	0380231	Cable,Glands,PA 5 Non-Metallic,535MCM,3/0 AWG,Siemens #SN2500-G9.
930	0380243	Hood,Movable Part 1,PA 5 High Speed Circuit Breaker,Siemens#A5E00806435.
940	0380244	Hood,Movable Part 2,PA 5 High Speed Circuit Breaker,Siemens#A5E00784215.
950	0380245	Handle,PA 5 including Knife,Siemens #SN2500-G1.
960	0380282	Latch,Safety,PA 5 Knife Switch Box,Siemens #SC312166G12.

ITEMS FOR BID 50962

<u>Item No.</u>	<u>Material No.</u>	<u>Material Description</u>
970	0380283	Catch,Safety, PA 5 Knife Switch Box,Siemens #GMX23990.
980	0380284	Bracket,Mounting, PA 5 Knife Switch Box,Siemens #GMX16470.
990	0380285	Module,PA 5 Spiral Encoder,Siemens #0699715.
1000	0380286	Assembly,PA 5 Brake Resistor,Siemens #6GN1B00266.
1010	0380332	Motor,PA 5 Traction Container Fan Assembly,Siemens #1PP70832AA99Z.
1020	0380361	Grille,Air Inlet,PA 5 Traction Motor,Siemens #A5E00132352.
1030	0380363	Shield,Bearing,PA 5 Traction Motor,Siemens #A5E01153079.
1040	0380364	Rotor,Complete,PA 5 Traction Motor,Siemens #A5E00720113.
1050	0380365	Plate,Blanking,PA 5 Speed Sensor,Siemens #DO40121.
1060	0380367	Rotor Fan,PA 5 Traction Motor,Siemens #A5E00852377.
1070	0380191	Traction Container,PA 5 Complete,Siemens #A5E00698597,KRC #20401-03507.

PATH STOCKROOM REQUIREMENTS 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, with no substitute, that have been deemed acceptable for the purpose intended, then the Bidder must bid the specific brand. However, if the bid does not call for "no substitute", then 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.

4. ENERGY STAR

Where applicable, the Bidder shall make best efforts to provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency. The Bidder is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

5. CERTIFICATION OF RECYCLED MATERIALS

Bidders are requested to submit, with their bid, Attachment I-A "Certified Environmentally Preferable Products / Practices Form", attesting that the products or items offered by the Bidder contain the minimum percentage of post-consumer recovered material in accordance with the most recent guidelines issued by the United States Environmental Protection Agency (EPA), or, for commodities not so covered, the minimum percentage of post-consumer recovered materials established by other applicable regulatory agencies. The data submitted by the Bidder in Attachment I-A is being solicited for informational purposes only.

Recycling Definitions:

For purposes of this solicitation, the following definitions shall apply:

- a. **"Recovered Material"** shall be defined as any waste material or by-product that has been recovered or diverted from solid waste, excluding those materials and by-products generated from, and commonly reused within, an original manufacturing process.
- b. **"Post-consumer Material"** shall be defined as any material or finished product that has served its intended use and has been discarded for disposal or recovery having completed its life as a consumer item. "Post-consumer material" is included in the broader category of "Recovered Material".
- c. **"Pre-consumer Material"** shall be defined as any material or by-product generated after the manufacture of a product but before the product reaches the consumer, such as damaged or obsolete products. Pre-consumer Material does not include mill and manufacturing trim, scrap, or broken material that is generated at a manufacturing site and commonly reused on-site in the same or another manufacturing process.
- d. **"Recycled Product"** shall be defined as a product that contains the highest amount of post-consumer material practicable, or when post-consumer material is impracticable for a specific type of product, contains substantial amounts of Pre-consumer Material.
- e. **"Recyclable Product"** shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.

- f. **“Waste Reducing Product”** shall be defined as any product that will result in less waste generated due to its use rather than another product designed to serve the same function with a greater waste generation rate. This shall include, but not be limited to, those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

STANDARD TERMS AND CONDITIONS**1. GENERAL AGREEMENT**

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

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

2. EXTENSION PERIOD

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

3. FACSIMILE EQUIPMENT

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

4. PURCHASE ORDERS

Releases against the Contract for the PATH stockroom(s) will be coordinated using Purchase Orders issued by PATH. Purchase Orders may be verbal or in writing. If verbal, the Port Authority will confirm all orders by a facsimile hard copy transmission bearing the stock number, quantity, delivery location and Purchase Order number. The Vendor shall accept Purchase Orders only from PATH. The Vendor shall deliver within the quoted lead times after receipt of 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, Commodities & Services Division. If the items on the contract were bid at a specified discount off list price, additional items, as determined by the Manager, Commodities & Services Division, 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 the quoted lead times after receipt of order.

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 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 RELETING CHARGES

If the Vendor fails to perform in accordance with the terms of this Contract, the Port Authority may obtain the goods or services from another Vendor and charge the seller the difference in price, if any, plus a reletting cost of \$100, plus any other damages to the Port Authority.

14. TERMINATION

The Port Authority may terminate this Contract with cause at any time or without cause within 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.

ATTACHMENT I -A - Certified Environmentally Preferable Products/Practices

Bidder Name: _____ Date: _____

In line with the Port Authority of New York and New Jersey’s (The “Port Authority”) efforts to promote products and practices which reduce the Port Authority’s impact on the environment and human health, Bidders are encouraged to provide information regarding their environmentally preferable/sustainable business practices as they relate to this contract wherever possible. Bidders are requested to complete this form and submit it with their response, if appropriate. Bidders are requested to submit appropriate documentation to support the items for which the Bidder indicates a “Yes” and present this documentation in the proper sequence of this Attachment.

1. Packaging

Has the Bidder implemented any of the following environmental initiatives? (A checkmark indicates, “Yes”)

- _____ Use of corrugated materials that exceed the required minimum EPA recommended post-consumer recycled content
- _____ Use of other packaging materials that contain recycled content and are recyclable in most local programs
- _____ Promotes waste prevention and source reduction by reducing the extent of the packaging and/or offering packaging take-back services, or shipping carton return
- _____ Reduces or eliminates materials which have been bleached with chlorine or chlorine derivatives
- _____ Eliminates any packaging that may contain polyvinyl chloride (PVC), or polystyrene or heavy metals

2. Business Practices / Operations / Manufacturing

Does the Bidder engage in practices that serve to reduce or minimize an impact to the environment, including, but not necessarily limited to, the following items? (A checkmark indicates, “Yes”)

- _____ Recycles materials in the warehouse or other operations
- _____ Use of alternative fuel vehicles or vehicles equipped with diesel emission control devices for delivery or transportation purposes
- _____ Use of energy efficient office equipment or signage or the incorporation of green building design elements
- _____ Use of recycled paper (that meets federal specifications) in their marketing and/or resource materials
- _____ Other sustainable initiative

3. Training and Education

Does the Bidder conduct/offer a program to train or inform customers and employees of the environmental benefits of the products to be offered under this contract, and/or does the Bidder conduct environmental training of its own staff?

- Yes No If yes, Bidder is requested to attach a description of the training offered and the specific criteria targeted by the training.

4. Certifications

Has the Bidder or any of its manufacturers and/or subcontractors obtained any of the following product / industry certifications? (A checkmark indicates, “Yes”)

- _____ ISO 14000 or adopted some other equivalent environmental management system
- _____ Other industry environmental standards (where applicable), such as the CERES principles, LEED Certification, C2C Protocol, Responsible Care Codes of Practice or other similar standards
- _____ Third Party product certifications such as Green Seal, Scientific Certification Systems, Smartwood, etc.

If yes, Bidders are requested to attach copies of the certificates obtained.

I hereby certify, under penalty of the law that the above statements are true and correct.

Name _____

Date _____