



THE PORT AUTHORITY OF NY & NJ

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

REQUEST FOR QUOTATION

Vendor: Contact person/Telephone/Email Jasmine Green/212-435-4654/jrgreen@panynj.gov	Bid # / Bid Due Date 52172 / 02/20/2018 Bids must be received no later than 11:00 AM on the above Bid Due Date. Deliver Goods/Services To: Various Port Authority Facilities
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Quantity	Description	Unit Price	Total
	<p>Cable Ties and Accessories - Two (2) Year Requirements Contract</p> <p>Two (2) Year Requirement Contract for Cable Ties and Accessories to be delivered on an as needed basis.</p> <p>Contract to commence on or about 5/16/2018.</p> <p>Attachments: "WAREHOUSE REQUIREMENTS CONTRACT INFORMATION FOR BIDDERS" to be made part of this Contract. Orders placed by any Port Authority Facilities must be received by the facility within ten (10) calendar days of receipt of order.</p> <p>If bidding an alternate brand, list the specific manufacturer and model number of the item being bid.</p> <p>This is not to be considered an order for delivery, but merely upon issuance, vendor shall be bound to honor requests from the facilities for the materials shown for the term of the contract commencing on date of award. Quantities shown are for bid evaluation only and constitute no guarantee what quantity, if any may actually be called for.</p> <p>*****</p> <p>Seller's attention is directed to the Port Authority's "Code of Ethics for Port Authority Vendors" (the "Code"). Vendors must certify</p>		
	PLEASE QUOTE FULLY DELIVERED PRICES	PAYMENT TERMS	Total Delivered Price

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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

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	<p>in writing that they will comply with every aspect of this Code. The seller should submit an executed Compliance Certification with their Quotation. The Compliance Certification, once executed, will be a material and integral part of any agreement resulting from this solicitation. The Code and the Compliance Certification can be found on the Port Authority's website at https://www.panynj.gov/business-opportunities/become-vendor.html. An executed Compliance Certification should be submitted with the seller's quote. Violations of the law or of the Code may subject a Vendor or a Vendor's Employees to civil or criminal penalties. In addition, in the case of violation of any provision of the law or the Code, the Port Authority may pursue any available remedy, including, but not limited to, determining that a Vendor is in material breach of its contract and/or that, in the future, the Port Authority will have no further commercial dealings with the Vendor.</p> <p>*****</p> <p>The Port Authority of New York and New Jersey (Port Authority), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.</p>		
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	<p>Additionally, all bidders (including proposers, and respondents, as applicable) are notified that the Port Authority will ensure that, with respect to any contract/agreement entered into pursuant to this advertisement, disadvantaged business enterprises, minority business enterprises and woman-owned business enterprises, as applicable, will be afforded full and fair opportunity to submit bids, proposals and responses, as applicable, in response to this invitation, and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.</p>				
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	<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</p>		
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	<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>				
	<p>PLEASE QUOTE FULLY DELIVERED PRICES</p>	<p>PAYMENT TERMS</p>		<p>Total Delivered Price</p>	

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Quantity	Description	Unit Price	Total
	http://www.panynj.gov/business-opportunities/bid-proposaladvertisements.html and download any addenda that might have been issued in connection with this solicitation.		
130 PKG	BE0103860 TIE, CABLE. HEAVY DUTY, BLACK. 36" LONG, .345 WIDE. MINIMUM LOOP TENSILE 175LBS. 50 PER PKG. TY-FAST #L361750L, OR APPROVED EQUAL. ANY ALTERNATE PRODUCT MUST BE IDENTICAL IN SIZE AND STRENGTH.		
77,879 EA	BE0103861 TIE, CABLE, TY-RAP, 6", T&B #TY525MX, ALL WEATHER BLACK PLASTIC (OUTDOOR) 100/PKG.		
660 PKG	003634 Ty, Cable, with Metal Clip, 7.3", Thomas & Betts #TY525M, 100 per package, or approved equal.		
39,820 EA	BE0103862 TIE, CABLE, 5 1/2", SELF LOCKING TY-RAP T&B #TY524M,		
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Quantity	Description	Unit Price	Total
	WHITE (100/BAG)		
1,760 EA	BE0103863 TIE, CABLE TY RAP T&B #TY5424PX, 24" LONG TWO PIECE LASHING, (25/BAG)		
30,635 EA	BE0103864 TIE, CABLE, 13.4", SELF LOCKING TY-RAP T&B #TY527M, WHITE, 50/BAG		
8,000 EA	016777 Ty, Cable, with Metal Clip, 13.4", Thomas & Betts #TY527M, 100 per package, or approved equal.		
264 EA	BE0103865 TIE, CABLE TY RAP, T&B #TY5442PX, 10/BAG, 42" LONG TWO PIECE LASHING		
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2,368 EA	BE0103866 TIE,CABLE, TY-RAP, T&B TY529M, 30", WHITE, 50/PKG		
11,882 EA	BE0103867 TIE,CABLE TY-RAP, 14-1/2", T&B #TY5354M-14, 100/BAG, 5/8"		
36,410 EA	BE0103868 TIE,CABLE TY-RAP T&B #TY535MX, 100/BX, 7", W/EYE, OUTDOOR BLACK		
50 PKG	006090 TY,CABLE, WITH METAL CLIP, THOMAS & BETTS #TY535M, @ 100 PER PACKAGE, or approved equal.		
33,495 EA	BE0103869 TIE,CABLE, BLK, 13 7/8", W/EYE, T&B # TY37MX 50/BAG TY-RAP.		
18,755 EA	BE0103870		
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	TIE, CABLE SELF LOCKING TY-RAP, 50/BAG, 8", T&B #5232M, WHITE.		
14,520 EA	BE0103871 TIE, CABLE TY-RAP, 4", T&B #TY533M, 100/BAG		
30,910 EA	BE0103873 TIE, CABLE, 11", WHITE, T&B #TY26M OR TY526M, PANDUIT #PLT3I-M, 100/BAG		
14,960 EA	BE0103874 TIE, CABLE TY-RAP, 6", white, T&B #TY534M W/EYE, (100/BAG)		
255 PAC	BE0103875 TIES, CABLE. HEAVY DUTY, 18" X 0.30". 120LB TENSILE STRENGTH. 50/PACK. T&B L-18-120-9-7.		
11,330 EA	BE0103878 TIE, CABLE TY RAP, 13.9", WHITE, T&B #TY537M OR PANDUIT #PLC4H S25, 50/BAG,		
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Quantity	Description	Unit Price		Total
108,462 EA	BE0103879 TIE,CABLE,BLK.,14.2", T&B #TY528MX,100/BAG, TY-RAP ALL WEATHER BLACK PLASTIC.			
1,900 PKG	003635 Ty,Cable,with Metal Clip,14.2",Thomas & Betts #TY528M, 100 per package, or approved equal.			
400 PKG	006085 Ty,Cable,with Metal Clip,3.6",Thomas & Betts #TY523M, 100 per package, or approved equal.			
650 PKG	006089 Ty,Cable,with Metal Clip,7.0",Thomas & Betts #TY5321M,100 per package, or approved equal.			
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Quantity	Description	Unit Price		Total	
40 PKG	017723 Ty,Cable,with Metal Clip,7.75",Thomas & Betts #TY535M, 100 Per package, or approved equal.				
10,000 EA	033421 Ty,Cable,with Metal Clip,8",Thomas & Betts #TY5232M, 100 per package, or approved equal.				
2,244 EA	BE0100450 BASE, TY-RAP, T&B #TC-5342A, ADHESIVE MOUNTING, 100/BAG				
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TERMS AND CONDITIONS

1. The Port Authority (PA) reserves the right to request information relating to seller's responsibility, experience and capability to perform the work.
2. Unless otherwise provided, complete shipment of all items must be in one delivery FOB delivery point. Payment will not be made on partial deliveries unless authorized in advance by the party to be charged and the discount, if any, will be taken on the total order.
3. PA payment terms are net 30 days. Cash discounts for prompt payment of invoices may be taken but will not be considered in determining award, except in the case of tie bids.
4. Separate unit and total FOB delivered prices must be shown.
5. Sales to the PA and to PATH are currently exempt from New York and New Jersey State and local taxes and generally from federal taxation. The seller certifies that there are no federal, state, municipal or any other taxes included in the prices shown hereon.
6. The PA shall have the absolute right to reject any or all proposals or to accept any proposal in whole or part and to waive defects in proposals.
7. Unless the phrase "no substitute" is indicated, bidder may offer alternate manufacturer / brands, which shall be subject to Port Authority approval. Please indicate details of product being offered with bid.
8. Acceptance of seller's offer will be only by Purchase Order Form signed by the PA. No change shall be made in the agreement except in writing.
9. If the seller fails to perform in accordance with the terms of this purchase order, the PA may obtain the goods or services from another contractor and charge the seller the difference in price, if any, a reletting cost of \$100, plus any other damages to the PA.
10. Upon request, sellers are encouraged to extend the terms and conditions of any terms agreement with the PA to other government and quasi-government entities by separate agreement.
11. By signing this quotation or bid, the seller certifies to all statements on Form PA 3764A regarding non-collusive bidding; compliance with the PA Code of Ethics; and the existence of investigations, indictments, convictions, suspensions, terminations, debarments and other stated occurrences to assist the PA in determining whether there are integrity issues which would prevent award of the contract to the seller. The PA has adopted a policy set forth in full on PA 3764A, that it will honor a determination by an agency of the State of New York or New Jersey that a bidder is not eligible to bid on or be awarded public contracts because the bidder has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing wage legislation. The Terms and Conditions of PA 3764A apply to this order. A copy can be obtained by calling (212) 435-4600 or at <http://www.panynj.gov/business-opportunities/become-vendor.html>
12. The vendor may subcontract the services or use a supplier for the furnishing of materials required hereunder to such persons or entities as the Manager, Purchasing Services may from time to time expressly approve in writing. All further subcontracting shall also be subject to such approval.
13. The successful bidder (vendor) shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or that goods will be, are being or have been provided to it and/or that services will be, are being or have been performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.
14. Neither the Commissioners of the Port Authority, nor Directors of PATH, nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Contractor with any liability, or held personally liable to the Contractor under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach, thereof.

THE PORT AUTHORITY OF NY & NJ

WAREHOUSE REQUIREMENTS CONTRACT**Information for Bidders****1. AWARD TO SINGLE BIDDER**

It is the intent of The Port Authority of New York and New Jersey (the "Port Authority") to award 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 ensure 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, 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

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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

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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.

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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 Port 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 **two (2) years**. There shall be no minimum quantities or dollars per Purchase Order release. The dollar value on the Bid 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 (2) 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 the term of 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. EMAIL/FACSIMILE COMMUNICATIONS

The Vendor shall have available a facsimile machine and email address for receipt of Purchase Orders from the Port Authority. The Vendor must be able to receive orders twenty-four (24) hours a day, seven (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 Contract Administrator located at the Central Warehouse,

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777 Jersey Avenue, Jersey City, NJ 07310. Purchase Orders may be verbal or in writing. If verbal, the Port Authority will confirm all orders by facsimile or email stating the stock number, quantity, delivery location and Purchase Order number. The Vendor shall accept Purchase Orders only from the Contract Administrator. The Vendor shall deliver within **ten (10) calendar days** from receipt of Purchase Order.

5. ADDITIONAL ITEMS

Additional related items may be added to this Contract by the Contract Administrator. 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 below. 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 comply with the following instructions for the proper method of making deliveries. Failure to do so may result in delayed payments.

A. All deliveries must be accompanied by an original packing slip which, shall always contain:

1. The Port Authority Purchase Order Number.
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.

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E. Only in extenuating circumstances will partial deliveries to Port Authority warehouses 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 **two (2)** deliveries per month to any one or combination of delivery points listed. This number is based on past requirements and constitutes no guarantee as to the actual number of deliveries, or the delivery sites. Delivery of material must be within **ten (10)** calendar days from receipt of purchase order. There shall be no minimums per order.

8. DELIVERY LOCATIONS AND RESTRICTIONS

All shipments must be ‘inside delivery’ except where noted below:

New Jersey Locations

Central Warehouse
777 Jersey Ave.
Jersey City, NJ 07310
MUST BE TAIL GATE DELIVERY’
(201) 386-6806

PATH WALDO Stockroom
122 Academy Street
Jersey City, NJ 07302
(201) 216-7070/7079

GWB Warehouse
220 Bruce Reynolds Blvd.
Fort lee, NJ 07024
MUST BE TAIL GATE DELIVERY
(201) 346-4127

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

Newark Liberty International Airport
Building #11 Warehouse
Newark, NJ 07114
MUST BE TAIL GATE DELIVERY
(973) 961-6250

New York Locations

JFK International Airport Warehouse
P.A. Administration Bldg. 14
Jamaica, NY 11430

LaGuardia Airport Warehouse
Bldg. 2B, Hangar 7 S.Wing
Jackson Heights, NY 11371

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MUST BE TAIL GATE DELIVERY
(718) 244-3678

MUST BE TAIL GATE DELIVERY
(718) 533-3523

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 facilities. Where specified, these holidays shall mean and include:

New Year's Day
Martin Luther King, Jr. Birthday
Lincoln's Birthday
President's Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
The day after Thanksgiving 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, NJ 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

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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 one hundred dollars (\$100), plus any other damages to the Port Authority.

14. TERMINATION

The Port Authority may terminate this Contract with cause at any time and without cause within five (5) business days' written notice to the Vendor and in such an event this Contract shall cease and expire on the date set forth in the notice of termination as fully and completely as though such date was the original expiration date. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions of this agreement already performed but no allowance shall be made for anticipated profits. The Vendor shall complete delivery of all items ordered before receipt of the notice of termination.

15. 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."

THE PORT AUTHORITY OF NY & NJ**16. CONFLICT OF TERMS AND CONDITIONS**

In the event of any conflict between the standard terms and conditions provided in this “Warehouse Requirements Contract” document and the terms and conditions provided in the "Request for Quotation" form, the standard terms and conditions in this “Warehouse Requirements Contract” document shall prevail.

17. CODE OF ETHICS FOR PORT AUTHORITY VENDORS

Pursuant to the Code of Ethics for Port Authority Vendors (“Code”), Contractors must execute a Compliance Certification, and provide it to the Port Authority, prior to beginning Work under this Contract. This Compliance Certification, once executed, is a material and integral part of the Contract. All Compliance Certifications must be retained by the Contractor, unless and until the Port Authority indicates that the Certifications may be disposed of. Violations of the law or of the Code may subject a Vendor or a Vendor’s Employees to civil or criminal penalties. In addition, in the case of violation of any provision of the law or the Code, the Port Authority may pursue any available remedy, including, but not limited to, determining that a Vendor is in material breach of its contract and/or that, in the future, the Port Authority will have no further commercial dealings with the Vendor. The Code and the Compliance Certification (PA Form 4254) can be found at <https://www.panynj.gov/business-opportunities/become-vendor.html>

18. 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.

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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 _____

CODE OF ETHICS FOR PORT AUTHORITY VENDORS: COMPLIANCE CERTIFICATION

_____ (the “Vendor”) has reviewed the Code of Ethics for
(Legal Business Name of Entity)
Port Authority Vendors (the “Code”).

Vendor understands that the Vendor and Vendor’s Employees must comply with the requirements of this Code in connection with any work being performed on behalf of the Port Authority and whenever they are on property, used, owned or controlled by the Port Authority.

The Vendor understands that violations of the law or of this Code may subject a Vendor or a Vendor’s Employees to civil or criminal penalties. In addition, in the case of violation of any provision of the law or this Code, the Port Authority may pursue any available remedy, including, but not limited to, determining that a Vendor is in material breach of its contract and/or that, in the future, the Port Authority will have no further commercial dealings with the Vendor.

This Compliance Certification must be submitted to the Port Authority in accordance with the instructions in any solicitation, or as otherwise requested.

This Compliance Certification must be executed, and provided to the Port Authority, before Vendor begins work on a Port Authority project and before Vendor can receive payment in connection with a Port Authority project. This Compliance Certification, once executed, will be a material and integral part of the contract between the Vendor and the Port Authority. If this Compliance Certification was submitted in response to a solicitation, it will become a material and integral part of any contract between the Vendor and the Port Authority resulting from that solicitation.

A copy of this Compliance Certification must be retained by the Vendor, unless and until the Port Authority indicates that the Certifications may be disposed of.

Number/Name of Solicitation/Contract/Agreement

By signing below, I represent that I am authorized to execute this Compliance Certification on behalf of Vendor.

Signature _____ Date _____

Print Name _____

Title _____