REQUEST FOR QUOTATION

Vendor No.__________________________ Collective# / Bid Due Date

Contact person/Telephone/Email
Steven Joseph/212-435-4658/stjoseph@panynj.gov

0000058190 /08/08/2019

Bids must be received no later than 11:00 AM on the above Bid Due Date.

Deliver Goods/Services To:

Quantity | Description | Unit Price | Total
---|---|---|---

Supply & Deliver Evaporator, Condenser Units, and Accessories - Two (2) Year Requirements Contract.

Contract to commence approximately on 11/08/19-11/07/21

Contract Administrator: Malissa Hill

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 a three (3) year period, 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.

Contract Delivery Terms: WITHIN TEN (10) CALENDAR DAYS A.R.O.

**PLEASE QUOTE FULLY DELIVERED PRICES FIRM FOR TWO(2) YEARS**

In addition to signing this RFQ, please print the name of the authorized signatory:

______________________________

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_________________________________

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.

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Signed_________________________________

Date____

Firm Name____________________________

Page 1 Of 13
Date 07/18/2019

4 World Trade Center, 150 Greenwich Street, 21st Floor, New York, NY 10007
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 Vendor No.

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PAYMENT TERMS

PLEASE QUOTE FULLY DELIVERED PRICES

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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.

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.

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.

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

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REQUEST FOR QUOTATION

Bid Due Date
08/08/2019

Vendor No.

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<tbody>
<tr>
<td>1 EA</td>
<td>DS0100211 CONDENSER UNIT. FUJITSU MULTI ZONE OUTDOOR AC UNIT. 36,000 BTU. FUJITSU# AOU36RLXFZ1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 EA</td>
<td>DS0100212 EVAPORATOR UNIT. FUJITSU WALL MOUNTED EVAPORATOR. 18,000 BTU. MODEL# B71-565 ASU18RLF 18K DSS.</td>
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<td></td>
</tr>
<tr>
<td>2 EA</td>
<td>DS0100214 AIR CONDITIONER CONTROL WIRING. FOR EZ-IN MINI SPLIT 14 AWG 3 CONDUCTOR CABLE. FUJITSU MODEL# G80-729 58340802 14/4 250 MC.</td>
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Signed ____________________________ Date ______

Firm Name __________________________________

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<tr>
<td>1 EA</td>
<td>DS0100216 EVAPORATOR UNIT, FUJITSU. WALL MOUNTED EVAPORATOR. VOLTS 208/230. AMPS 1.9. BTUH COOLING 12,000. BTUH HEATING 16000. CFM HIGH: 441. DEPTH 8&quot;. HEIGHT 10 1/8&quot;. WIDTH 33-1/16&quot;. WEIGHT 19LBS. LIQUID CONN. 1/4&quot;. MAXIMUM FUSE SIZE 20. SEER UP TO 17.0&quot;. SUCTION FITTING 3/8&quot;. UNIT TYPE INDOOR. APPLE-CATECHIN FILTER FOR ION DEODORIZING. R410A REFRIGERANT. INVERTER TECHNOLOGY. QIET COMPRESSOR. FUJITSU# ASU12RLF1.</td>
<td></td>
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<tr>
<td>4 EA</td>
<td>DS0100217 EVAPORATOR UNIT, FUJITSU. WALL MOUNTED EVAPORATOR. VOLTS 208/230. AMPS 1.5. BTUH COOLING 9000. BTUH HEATING 12000. CFM HIGH: 441. DEPTH 8&quot;. HEIGHT 10 1/8&quot;. WIDTH 33-1/16&quot;. WEIGHT 19LBS. LIQUID CONN. 1/4&quot;. MAXIMUM FUSE SIZE 15. SEER UP TO 17.0&quot;. SUCTION FITTING 3/8&quot;. UNIT</td>
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<td></td>
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<tr>
<td>1 EA</td>
<td>DS0100218 CONDENSER UNIT, FUJITSU, DUCTLESS MINI SPLIT 18K FLEX HP, 230V,</td>
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<td></td>
<td>FUJITSU #AOU18RLXFZ</td>
<td></td>
<td></td>
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<tr>
<td>1 EA</td>
<td>DS0100219 CONDENSER UNIT, FUJITSU, DUCTLESS MINI SPLIT 18K FLEX HP, 230V,</td>
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</tr>
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<td></td>
<td>FUJITSU #AOU18RLFC</td>
<td></td>
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<tr>
<td>5 EA</td>
<td>DS0100265 AIR HANDLER, DUCTLESS MINI SPLIT 18K FLEX CASSETTE MOUNT HP</td>
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<td></td>
<td>FUJITSU #AUU18RLF ORDER# B71-569</td>
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<tr>
<td>3 EA</td>
<td>DS0100260 MULTIZONE OUTDOOR UNIT WITH HEAT PUMP R410A.</td>
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<td></td>
<td>FUJITSU # B78-873.</td>
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<tr>
<td></td>
<td>UNIT TYPE: OUTDOOR; SEER: 19.7; BTUH COOLING: 48,000; BTUH HEATING:</td>
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**PLEASE QUOTE FULLY DELIVERED PRICES**

**PAYMENT TERMS**

**Total Delivered Price**
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<tr>
<td>7 EA</td>
<td>DS0100262 COMPACT CASSETTE GRILLE, FOR AIR HANDLER. FUJITSU ORDER# B85-849</td>
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<tr>
<td>3 EA</td>
<td>DS0100263 CONTROLLER, REMOTE. FOR USE WITH AIR HANDLER. FUJITSU #G35-703</td>
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<tr>
<td>2 EA</td>
<td>DS0100275 AIR HANDLER, DUCTLESS MINI SPLIT 9K FLEX CASSETTE. FUJITSU PART #AUU9RLF</td>
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<tr>
<td>1 EA</td>
<td>DS0100276 LINE SET, 1/4&quot; X 3/8&quot; X 50&quot;. FUJITSU ORDER #B72 - 489</td>
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<tr>
<td>4 EA</td>
<td>DS0100460&lt;br&gt;CONDENSER UNIT, VRF OUTER UNIT, HEAT PUMP 10 TON, 460 VAC, 3-PHASE, 60HZ, 120,000 BTU COOLING, 135 BTU HEATING, FUJITSU #AOUA120RLCV</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 EA</td>
<td>DS0100461&lt;br&gt;CONDENSER UNIT, VRF OUTER UNIT, HEAT PUMP 8 TON, 460 VAC, 3-PHASE, 60HZ, 96,000 BTU COOLING 108 BTU HEATING, FUJITSU #AOUA96RLCV</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7 EA</td>
<td>DS0100463&lt;br&gt;CONDENSER UNIT, REMOTE CONTROLLER, PANEL&lt;br&gt;WIRED TOUCH PANEL, CONNECTS TO VRF INDOOR UNITS, USIN 2 WIRES, 12V, FUJITSU #UTY-RNRUZ2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 EA</td>
<td>DS0100466&lt;br&gt;CONDENSER UNIT, TUBE SEPERATION, VRF INDOOR&lt;br&gt;CONNECTION UNIT GAS/LIQUID PIPE COOLNG (KW) 56.1 OR MORE, FUJITSU #UTP-AX567A</td>
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PAYMENT TERMS

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**Bid Due Date**
08/08/2019

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<tr>
<td>9 EA</td>
<td>DS0100462 CONDENSER UNIT, INDOOR UNIT, HIGH STATIC PRESSURE DUCT, 96,000 BTU, FOR HEAT-RECOVERY HEAT PUMP AIRSTAGE VRF SYSTEM FUJITSU #ARUH96TLAV</td>
<td></td>
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<tr>
<td>2 EA</td>
<td>DS0100465 CONDENSER UNIT, TUBE SEPARATION, VRF INDOOR CONNECTION UNIT GAS/LIQUID PIPE, COOLING (KW) 28.1 TO 56.0 FUJITSU #UTP-AX180A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 EA</td>
<td>DS0100464 CONDENSER UNIT, TUBE SEPARATION, OUTDOOR UNIT, 2 PIPES, GAS/LIQUID PIPE, FUJITSU #UTR-CP567X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 EA</td>
<td>DS0100467 CONDENSER UNIT, CABLE 500F, LONWORKS, SHIELDED, LEVEL 4 NEMA 22A WG, FUJITSU #K00500LW</td>
<td></td>
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Firm Name__________________________________________
1. For the purposes of this Request For Quotations (RFQ), the terms "Authority," "Port Authority," or "PA" mean the Port Authority of New York and New Jersey and/or the Port Authority Trans Hudson Corporation ("PATH.") as applicable.

2. The Port Authority reserves the right to request information relating to seller's responsibility, experience and capability to perform the work.

3. Prices must be quoted in United States Dollars. All figures inserted will be interpreted as being quoted in United States Dollars. Unless otherwise specified, unit prices shall be quoted to two (2) decimal places.

4. Unless otherwise provided, complete shipment of all items must be in one delivery FOB delivery point freight included. Payment will not be made on partial deliveries unless authorized in advance by the PA and any discount, if applicable, will be taken on the total order.

5. Inspection and acceptance will be conducted at the delivery point, unless otherwise provided. Any risk of loss will be the seller's responsibility until such delivery and acceptance is made, unless loss results from negligence of the Authority.

6. PA payment terms are net 30 days. Cash discounts for prompt payment of invoices may be quoted, but will not be considered in determining award.

7. Separate unit and total FOB delivered prices must be shown. In the event of a discrepancy between unit prices and total prices, unit prices will govern.

8. 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.

9. The PA shall have the absolute right to reject any or all quotes or to accept any quote in whole or part and to waive defects in quotes.

10. Unless "no substitute" or "no approved equal" is indicated, seller may offer alternate manufacturer/brands, which shall be subject to Port Authority approval. Please indicate details of product being offered with its quote. Brand name or equal descriptions are used as a means to define the performance or other salient characteristics of procurements. In the subject RFQ, even if the phrase "or approved equal" is inadvertently omitted, it is implied after any brand name.

11. Acceptance of seller's offer will be only in writing, authorized by the PA. No changes shall be made to any agreement resulting from this RFQ, except in writing, authorized by the PA.

12. If the seller fails to perform in accordance with the terms of this RFQ, or the terms of any agreement resulting from this RFQ, 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, per order included in this RFQ, plus any other damages to the PA.

13. The PA may cancel this RFQ at any time, when it is in the PA's best interest, via an addendum. The PA may terminate any agreement resulting from this RFQ, in accordance with terms and conditions of that agreement, in which case the successful seller ("Vendor") shall be paid for items received and accepted, including shipping costs, if applicable, up to the time of termination, unless otherwise provided for in that agreement. The Vendor shall promptly submit its final invoice to the PA to be paid to the Vendor.

14. Upon request, sellers are encouraged to extend the terms and conditions of any agreement resulting from this RFQ with the PA to other government and quasi-government entities by separate agreement.
15. By signing this RFQ, the seller certifies to all relevant statements on Form PA 3764A (copy can be obtained at http://www.panynj.gov/business-opportunities/become-vendor.html), including but not limited to those relating to the submission of bids. As set forth on PA 3764A, the PA has adopted a policy that it will honor a determination by an agency of the State of New York or New Jersey that a seller is not eligible to bid on or be awarded public contracts because the seller 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 will apply to any agreement resulting from this RFQ.

16. The Vendor may subcontract the services or use a supplier for the furnishing of materials required hereunder to such persons or entities as the PA, may, from time to time, expressly approve in writing. All further subcontracting shall also be subject to such approval by the PA. All persons to whom the Vendor subcontracts services shall be deemed to be its agents and no subcontracting or approval thereof shall be deemed to release the Vendor from its obligations under any agreement resulting from this RFQ.

17. The Vendor may not assign any subsequent agreement resulting from this RFQ without written consent of the PA.

18. The 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 RFQ or any subsequent 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.

19. Notwithstanding anything to the contrary, the seller acknowledges that the Port Authority's obligations, if any, under this RFQ, or any agreement resulting from this RFQ, are subject to the provisions of its Public Records Access Policy, and any amendments thereto, and any disclosure made pursuant thereto is not a violation of this RFQ. The Port Authority Public Records Access Policy can be found at http://corpinfo.panynj.gov/documents/Access-to-Port-Authority-Public-Records/, and is incorporated herein.

20. 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 any seller with any liability, or held personally liable to any Contractor under any term or provision of this RFQ (or any agreement resulting from this RFQ), or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach, thereof.

21. MBE/WBE GOOD FAITH PARTICIPATION - The Vendor shall use every good-faith effort to provide for participation by Port Authority Certified Minority Business Enterprises (MBEs) and Port Authority Certified Women-owned Business Enterprises (WBEs) in all purchasing and subcontracting opportunities associated with any agreement resulting from this RFQ, including purchase of equipment, supplies and labor services. If this RFQ contains participation goals, the Vendor shall use good faith efforts to achieve the goals.

Good faith efforts to include and facilitate participation by MBE/WBEs shall include, but not be limited to the following:

A. Dividing the services and materials to be procured into smaller portions, where feasible.
B. Giving reasonable advance notice of specific contracting, subcontracting and purchasing opportunities to such MBE/WBEs as may be appropriate.
C. Soliciting services and materials from a Port Authority certified MBE/WBE. To access the Port Authority's Directory of MBE/WBE Port Authority certified firms go to http://www.panynj.gov/business-opportunities/sd-mwsdbe-profile.html.
D. Ensuring that provision is made to provide progress payments to MBE/WBEs as defined in the prompt payment provision below.
E. Observance of reasonable commercial standards of fair dealing in the respective trade or business.

22. If this solicitation has not been set aside for the purposes of making an award based on bids solicited from Port Authority certified Minority Business, Women Business or Small Business Enterprises as indicated within this RFQ,
a price preference of 10% is available for NY/NJ Minority and Women Business Enterprises (M/WBEs) or 5% for NY/NJ Small Business Enterprises (SBEs) certified by the Port Authority (PA) by the day before bid opening for awards not exceeding one million dollars ($1,000,000.)

23. 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 any agreement resulting from this RFQ.

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 any agreement resulting from this RFQ. 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 any agreement resulting from this RFQ. Without limiting the generality of any other term or provision of this RFQ or any agreement resulting from this RFQ, in the event the Authority, or a state or federal agency finds that the Vendor or any of its subcontractors or vendors has not complied with these "Non-Discrimination Requirements," the Authority may cancel, terminate or suspend this RFQ or any agreement resulting from this RFQ.

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."

24. To the extent permitted by law, the Vendor shall indemnify and hold harmless the Port Authority, its Commissioners, Directors, agents, servants, officers, representatives and employees from and against all claims and demands, just or unjust, of third persons (including Vendor's agents, servants, officers, representatives and employees) arising out of or in any way connected to or alleged to arise out of or alleged to be in any way connected with any subsequent agreement resulting from this RFQ and all other services and activities of the Vendor under any subsequent agreement resulting from this RFQ and for all expenses incurred by it and by them in the defense, settlement or satisfaction thereof. The Vendor assumes the following risks, whether such risks arise out of or are in any way connected to the Vendor's operations or to its performance of work under any agreement resulting from this RFQ, or arise out of acts or omissions (negligent or not) of the Vendor, the Port Authority or third persons (including agents, servants, officers, representatives, Commissioners, Directors and employees of the Port Authority and the Vendor) or from any other cause, excepting only risks occasioned solely by affirmative willful acts of the Port Authority done subsequent to the opening of bids/quotes on this RFQ, and shall to the extent permitted by law indemnify the Port Authority for all loss or damage incurred in connection with such risks: (a) the risk of any and all loss or damage to Port Authority or Vendor property, equipment, materials and possessions, and those of Vendor's agents, employees, materialmen or others performing work under any agreement resulting from this RFQ, on or off the premises, the loss or damage of which shall arise out of the Vendor's operations or which shall result from this RFQ; and (b) the risk of claims, whether made against the Vendor or the Port Authority, including those, whether just or unjust, of third persons (including agents, servants, officers, representatives, Commissioners, Directors and employees of the Port Authority and the Vendor), for any and all injuries, loss or damages occurring to any property, equipment, materials and possessions of the Contractor's agents, employees, materialmen and others performing work under any agreement resulting from this RFQ.

25. Seller's attention is directed to the Port Authority's "Code of Ethics for Port Authority Vendors" (the "Code"). The Code will be made apart of any agreement resulting from this solicitation. The Code can be found at https://www.panynj.gov/business-opportunities/become-vendor.html.

26. The PA has transitioned to an all electronic method of paying its vendors and contractors via an Automated Clearing House (ACH) funds transfer. The Vendor must complete the Port Authority’s "Authorization Agreement For Direct Deposits And Direct Payments (ACH Credits)" form, which is available at http://www.panynj.gov/business-opportunities/become-vendor.html, in order to receive payment. To avoid delays in payments for commodities and services provided, vendors and contractors must be enrolled in ACH. The Authorization Agreement shall remain in full force and effect until the Port Authority has received written notification from the Vendor of its termination in such time and in such manner as to afford the Port Authority and the depository financial institution(s) a reasonable opportunity to act on it. Any questions on this initiative may be directed to the ACH Enrollments contact line at 201 216-6002 or emailed to ACHENROLLMENT@PANYNJ.GOV.
27. Prospective Bidders are advised that additional vendor information, including but not limited to, forms, documents and other information, including protest procedures, may be found on the Port Authority website at: http://www.panynj.gov/business-opportunities/become-vendor.html.

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.

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.
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 extended total or the “Total Delivered 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
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.

Once a bid is accepted, the successful Bidder should deliver the approved product accepted by the Port Authority, unless otherwise approved in advance by the Port Authority. After rejection of a substitute for award consideration, the Bidder can offer any specified manufacturer/brand in the material description, but shall maintain the price quoted for the rejected substitute.

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](http://www.energystar.gov) for complete product specifications and updated lists of qualifying products.

6. **CERTIFICATION OF RECYCLED MATERIALS**

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

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

a. “Recovered Material” shall be defined as any waste material or by-product that has been recovered or diverted from solid waste, excluding those materials and by-products generated from, and commonly reused within, an original manufacturing process.

b. “Post-consumer Material” shall be defined as any material or finished product that has served its intended use and has been discarded for disposal or recovery having completed its life as a consumer item. “Post-consumer material” is included in the broader category of “Recovered Material.”

c. “Pre-consumer Material” shall be defined as any material or by-product generated after the manufacture of a product but before the product reaches the consumer, such as damaged or obsolete products. Pre-consumer Material does not include mill and manufacturing trim, scrap, or broken material that is generated at a manufacturing site and commonly reused on-site in the same or another manufacturing process.

d. “Recycled Product” shall be defined as a product that contains the highest amount of post-consumer material practicable, or when post-consumer material is impracticable for a specific type of product, contains substantial amounts of Pre-Consumer Material.

e. “Recyclable Product” shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.

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

1. GENERAL AGREEMENT

The Vendor agrees to furnish and deliver on an "as needed" basis to the Port Authority's warehouses as set forth herein, the 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. Bidders should indicate for each line item in the Request for Quotation or electronic pricing sheet, as applicable, which manufacturer/part number for which it is providing a quote. 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, 777 Jersey Avenue, Jersey City, NJ 07310. Purchase Orders may be verbal or in writing. If
THE PORT AUTHORITY OF NY & NJ

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) 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.

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) 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

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

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  
MUST BE TAIL GATE DELIVERY  
(718) 244-3678

LaGuardia Airport Warehouse  
Bldg. 2B, Hangar 7 S.Wing  
Jackson Heights, NY 11371  
MUST BE TAIL GATE DELIVERY  
(718) 533-3523

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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 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.”

16. CODE OF ETHICS FOR PORT AUTHORITY VENDORS

The Port Authority has adopted a Code of Ethics for Port Authority Vendors (the “Code”). The Code is hereby made a part of this Agreement. The Code can be found at https://www.panynj.gov/business-opportunities/become-vendor.html.
17. **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.

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.
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 ___________________________