

From: warren.havens@sbcglobal.net
Sent: Thursday, January 03, 2013 9:59 PM
To: Duffy, Daniel
Cc: Torres Rojas, Genara; Van Duyne, Sheree
Subject: Freedom of Information Online Request Form

Information:

First Name: Warren
Last Name: Havens
Company: Skybridge Spectrum Foundation
Mailing Address 1: 2649 Benvenue Ave.
Mailing Address 2:
City: Berkeley
State: CA
Zip Code: 94704
Email Address: warren.havens@sbcglobal.net
Phone: 5108412220
Required copies of the records: Yes

List of specific record(s):

Below, by Port Authority I mean the Meadowlands Sports Complex in the State of New Jersey and all other facilities owned, managed, run, or controlled by your agency. 1. All written contracts, agreements, understandings and undertakings, including all drafts, signed or authorized by any person representing Port Authority, between Port Authority and Pinnacle Wireless Inc. or any related name, herein Pinnacle it is described at: www.pinnacle-wireless.com, 80 Commerce Way, Hackensack, NJ 07601-6302. 2. All written contracts, agreements, understandings and undertakings, including all drafts, signed or authorized by any person representing the Port Authority, between the Port Authority and Maritime Communications Land Mobile LLC - also called MCLM, or any company with a similar name, or any agent of it: herein together called MCLM. 3. All correspondence communications of any kind that relate to items 1 and 2 above, between the Port Authority, Pinnacle, and MCLM.

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

January 28, 2013

Mr. Warren Havens
Skybridge Spectrum Foundation
2649 Benvenue Avenue
Berkeley, CA 94704

Re: Freedom of Information Reference No. 13674

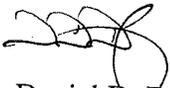
Dear Mr. Havens:

This is a response to your January 3, 2013 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code"), for copies of records between the Port Authority and Pinnacle Wireless Inc. and copies of records between the Port Authority and Maritime Communications Land Mobile LLC.

Material responsive to your request, namely the contract between The Port Authority of New York and New Jersey and "Pinnacle Wireless", and available under the Code can be found on the Port Authority's website at <http://www.panynj.gov/corporate-information/foi/13674-C.pdf>.

Please refer to the above FOI reference number in any future correspondence relating to your request.

Very truly yours,



Daniel D. Duffy
FOI Administrator

THE PORT AUTHORITY OF NY & NJ
 241 Erie St. Room 222, Jersey City NJ 07310

Attn: Lori Chessa

Fax # 973-256-0602 Page 1 of 3

PINNACLE WIRELESS
 145 PATERSON AVENUE
 LITTLE FALLS NJ 07424

CONTRACT
Contract Number/Date 460003620 / 08/01/2002
Contact person/Telephone Jessie Santos/212-435-3930
Our fax number 212-435-3959

Your vendor number with us
 134233

Valid from: 08/15/2002
 Valid to: 08/16/2004

Item	Material Quantity	Unit	Description	Price per unit	Net value
------	----------------------	------	-------------	----------------	-----------

Delivery terms: FOB DELIVERED
 Payment terms: Net 30 Days

Currency USD

TWO YEAR REQUIREMENT CONTRACT FOR VARIOUS RADIO SUPPLIES
 CONTRACT WILL COMMENCE ON AUGUST 15, 2002.

DELIVERY INSTRUCTIONS: TO ALL P.A. FACILITIES WITHIN 10
 CALENDAR DAYS OF RECEIPT OF ORDER,
 MINIMUM RELEASE OF \$ 50.00.

AS PER ATTACHED SPECIFICATIONS ENTITLED: "STOCKROOM REQUIREMENT CONTRACT INFORMATION FOR BIDDERS"

00010 BQ0100040

CABLE,INTERCOM-2 PAIR 1 JACKET-1 PAIR SHIELDED ALPHA #12434

00020	BQ0100090	5,000	Foot	\$1.77	408.85
-------	-----------	-------	------	--------	--------

BULLHORN,PANON #MV-16-S-C OR SPECO #ER-370

THE PORT AUTHORITY OF NY & NJ
 241 Erie St. Room 222, Jersey City NJ 07310

PENNAACLE WIRELESS
 1-53 PATERSON AVENUE
 LITTLE FALLS NJ 07424

Contract Number/Date
 4600X03630 / 08/01/2002

Page 2 Of 3

Item	Material Quantity	Unit	Description	Price per unit	Net value
00030	40 BQ0100130	each		81.31	3,252.40
			CONNECTOR, UHF, PL259, SILVER PLATED, TEFLON INSULATION, MAXRAD P/N MPL9TF, *NO SUBSTITUTE* (5/PK)		
00040	50 BQ0100195	each		10.41	520.50
			RELAY, CONTINUOUS DUTY 12V COLE HERSEB #24059, NO SUBSTITUTE		
00050	50 BQ0100230	each		12.10	605.00
			HORN, HOG, RESONATING, 120-VOLTS A.C. COLOR: GRAY, FEDERAL-SIGNAL MODEL #55-120-1, GRANCIER #EN745		
00060	12 BQ0300020	each		472.10	5,665.20
			ANTENNA, WHIP ASSY, MAXRAD MOD #MFT-120, FIELD TUNABLE WITH MOUNT NUT FOR MOTOROLA TYPE MOUNT (118-513 MHZ RANGE)		
00070	700 BQ0300025	each		3.54	2,478.00
			MOUNT, ANTENNA, PERMANENT HOLE BASE WITH CABLE, MAXRAD MODEL #MP, MOTOROLA TYPE, INCLUDES RG58/U - 17 FT CABLE (FOR MAXRAD MODEL #MFT-120)		
00080	700 BQ1004680	each		6.92	4,844.00

THE PORT AUTHORITY OF NY & NJ
241 Erie St. Room 222, Jersey City NJ 07310

PINNACLE WIRELESS
145 PATERSON AVENUE
LITTLE FALLS NJ 07424

Contract Number/Date
460003630 / 08/01/2002

Page 3 Of 3

Item	Material Quantity	Unit	Description	Price per unit	Net value
			HOLDER, FUSE LITTLEFUSE #150145, *NO SUBSTITUTE*		
03090	500 BQ1004686	each		3.09	1,545.00
			HOLDER, FUSE, BUSS HRB-RR, 40 AMP		
00100	200 BQ1004720	each		13.79	2,758.00
			MICROPHONE, (MOBIL) SHURE #104C		
	20	each		43.99	879.80
					22,956.75

Janette Santos
For Director,
Procurement Department

Requisition # 10026228

STOCKROOM REQUIREMENT CONTRACT

Information for Bidders

1. AWARD METHOD

AWARD TO SINGLE BIDDER:

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

2. CORRECTION IN COMPUTATION

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 call for specific brands that have been deemed acceptable for the purpose intended. Where specific brands are cited, bidders must bid only on these brands. However, the Port Authority will consider equivalent products for evaluation in future bid solicitations. The Bidder may call the Buyer for information on how its products can be evaluated. The Bidder shall bear all costs of evaluation, if any.

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, within the calendar days indicated in paragraph 3 below. The furnishing and delivery shall be at the prices quoted in the Request for Quotation. The contract term is for TWO years. Quantities shown are for bid evaluation only and there are no guarantees as to the quantity, if any may actually 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 be firm for the term of this contract. 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. FACSIMILE EQUIPMENT

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

3. PURCHASE/RELEASE ORDERS

Releases against the Purchase Order from the Port Authority stockroom will be coordinated using Purchase/Release Orders issued by the Material Control Group located in the World Trade Center or PATH. Releases may be verbal or in writing. If verbal, the Port Authority will confirm all releases by a facsimile hard copy release transmission bearing the stock number, quantity, delivery location and release number. The Vendor shall accept Purchase/Release Orders only from the Material Control Group or PATH. The Vendor shall deliver within 10 calendar days, from receipt of Purchase/Release Orders.

4. ADDITIONAL ITEMS

Additional related items may be added to this contract by the Manager, Purchasing Services Division. If the items on the contract were bid at a specified discount off list price, additional items, as determined by the Manager, Purchasing Services, shall be priced at the same discount. Prices for items not covered by a discount off list price may be negotiated or bid by the Buyer, and added to the order if prices are deemed acceptable. The Port Authority shall not be obligated to add new items to the contract unless it is in the best interest of the Port Authority. All items to be added shall be set forth in a change order.

Requisition # 10026228

5. DELIVERY

Delivery shall be, FOB delivered, to any or all stockrooms listed. All deliveries shall be made between the hours of 7:00 a.m. and 2:30 p.m. unless otherwise noted in the specifications. The Vendor MUST follow the instructions in paragraph 7 for the proper method of making deliveries. Failure to do so may result in delayed payments.

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

1. The Port Authority Purchase Order.
2. The Port Authority Stock Number.
3. A description of each item.
4. The quantity shipped of each item.
5. The Vendor's packing slip/invoice number.

B. The Vendor shall not combine orders.

In the event the Vendor receives more than one separate and distinct release for one delivery point, the Vendor shall package each release individually though delivery is made to the same location simultaneously. Each separate release 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.

6. DELIVERY CONDITIONS

The Port Authority estimates an average of TWO 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. The minimum release amount for this contract is \$50.00.

7. DELIVERY LOCATIONS AND RESTRICTIONS

Central Warehouse
777 Jersey Ave.
Jersey City, NJ 07310
(201) 386-6802

Newark Int'l Airport
Building #11 Stockroom
Newark, NJ 07114
MUST BE 'TAIL GATE DELIVERY'

Requisition # 10026228
(973) 961-6250

JFK Int'l Airport Stockroom
P.A. Administration Bldg. 14
Jamaica, NY 11430
(718) 244-3679

Lincoln Tunnel Stockroom
500 Boulevard East
Weehawken, NJ
(201) 617-8372

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

GWB Stockroom
220 Bridge Plaza South
Fort Lee, NJ 07024
MUST BE 'TAIL GATE DELIVERY'
(201) 346-4127

P.A. Brooklyn Piers Stockroom
90 Columbia Street
Brooklyn, NY 11201
MUST BE 'TAIL GATE DELIVERY'
(718) 834-6189

Goethals Bridge Admin. Bldg.
Stockroom
Staten Island, NY 10303
MUST BE 'TAIL GATE DELIVERY'
(718) 390-2579

P.A. Bus Terminal Stockroom
40TH St. & 9TH Ave.
New York, NY 10018
MUST BE 'INSIDE DELIVERY'
(212) 502-2347

PATH delivery locations are in Jersey City and Harrison, New Jersey.

Requisition # 10026228

8. HOLIDAYS

Except where otherwise specified, all the following holidays will be observed at the facilities. Where specified, these holidays shall mean and include:

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veterans Day
Lincoln's Birthday	Thanksgiving Day
President's Day	The day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	
Labor Day	

9. MATERIAL SAFETY DATA SHEETS

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

10. 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. All shipments must be 'inside delivery'.

11. 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 and release number. Mail all invoices to: The Port Authority of New York and New Jersey, Accounts Payable, 1 Path Plaza, 3rd floor, Jersey City, NJ 07302.

12. NON-PERFORMANCE OF VENDORS DUTIES RELETING CHARGES

If the Vendor fails to perform in accordance with the terms of this Purchase Order, 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. No substitution for brands listed will be permitted.

13. TERMINATION

Requisition # 10026228

The Port Authority may terminate this contract with cause or without cause at any time upon ten (10) 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.

14. 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.

15. PURCHASE BY OTHER GOVERNMENT AGENCIES

Upon such request, vendors who are awarded Requirement Contracts are encouraged to extend the terms and conditions of these contracts under separate agreement, to other government and quasi-governmental entities.