2 Montgomery Street, 3rd Floor, Jersey City, NJ 07302
PORT AUTHORITY TRANS-HUDSON CORPORATION


Date 05/06/2013

# REQUEST FOR QUOTATION

| | |
|---|---|
| | **Collective#** 0000033352 **Bid Due Date** 05/23/2013<br>Bids must be received no later than 11:00 AM on the above Bid Due Date.<br><br>**Deliver Goods/Services To:**<br>Path Waldo Stockroom<br>122 Academy St.<br>Jersey City NJ 07302 |
| **Contact person/Telephone**<br>Richard Grehl/201-395-3441 | |

| Quantity | Description | Unit Price | Total |
|---|---|---|---|
| | FIRE EXTINGUISHERS - TWO (2) YEAR REQUIREMENTS<br>CONTRACT TO COMMENCE ON OR ABOUT 8-14-13.<br><br>ATTACHMENT ENTITLED "PATH STOCKROOM REQUIREMENT CONTRACT"<br>SHALL BE MADE A PART OF ANY RESULTANT CONTRACT AS A<br>RESULT OF THIS REQUEST FOR QUOTATION.<br><br>****QUOTE ONLY FULLY DELIVERED PRICES****<br><br>A price preference of 10 % is available for NY/NJ Minority and Women Business Enterprises (M/WBE) or 5% for NY/NJ Small Business Enterprises (SBE) certified by the Port Authority (PA) by the day before bid opening for awards not exceeding $1,000,000. My firm was certified as a _____ on _____. | | |
| | **PLEASE QUOTE FULLY DELIVERED PRICES** PAYMENT TERMS | Total Delivered Price | |

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

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

Signed _____

Firm Name _____

Telephone number _____ Date _____

Fax Number _____

Federal Taxpayer ID _____

Bidder Must Sign In Two Places

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

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

Signed _____ Date _____

Firm Name _____

2 Montgomery Street, 3rd Floor, Jersey City, NJ 07302
PORT AUTHORITY TRANS-HUDSON CORPORATION



# REQUEST FOR QUOTATION

Bid Due Date
05/23/2013

| Quantity | Description | Unit Price | Total |
|---|---|---|---|
| | This is a Formal Bid Invitation<br>Mail Sealed Bids to:<br><br>The Port Authority of NY & NJ<br>Attn: Bid Custodian<br>Procurement Department<br>2 Montgomery Street, 3rd Floor<br>Jersey City, NJ 07302<br><br>by the date and time listed above, where it will be publicly opened and read.<br><br>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.<br><br>If you do not use or have an envelope provided, you must clearly mark the outside envelope/package with 'BID ENCLOSED' and show the company name, address, as well as Bid number and Due date as stated on this bid document.<br><br>A valid photo id is required to gain access into the building, to attend the bid opening or hand deliver a bid. | | |
| 40 EA | 002021 | | |
| | **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 _____

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

Signed_____Date_____
Firm Name_____

2 Montgomery Street, 3rd Floor, Jersey City, NJ 07302
PORT AUTHORITY TRANS-HUDSON CORPORATION



# REQUEST FOR QUOTATION

Bid Due Date
05/23/2013

| Quantity | Description | Unit Price | Total |
|---|---|---|---|
| | EXTINGUISHER, FIRE, DRY CHEMICAL 20 LB., ABC TYPE, COMPLETE WITH CHROME PLATED MACHINED BRASS INDEX VALVE,<br>WITH CORRECTED PLACEMENT ALIGNMENT. HEAVY DUTY WELDED<br>TUDE STEEL CYLINDER HEAVY DUTY STAINLESS STEEL HANDLE,<br>MIG WELDED BRACKET LOOP APPROVAL TEMERATURE TO 65 FARENHEIT,<br>RATING CLASSIFICATION.20 AMP, 120, B.C.BADGER #B20M, BUCKEYE #12120,AMEREX #A411 OR APPROVED EQUAL.<br>VENDOR TO SUPPLY MATERIAL SAFETY DATA SHEETS PRIOR TO<br>DELIVERY TO ADDRESS LISTED ON PURCHASE ORDER.<br><br>**THIS IS A SPLIT ORDER BETWEEN WALDO & HARRISON STOCKROOMS**<br><br>PATH<br>WALDO STOCKROOM<br>122 ACADEMY STREET<br>JERSEY CITY, NEW JERSEY 07302<br>TELEPHONE: 201-216-7070/7079<br>HOURS OF OPERATION: 7:00AM TO 2:30PM MONDAY TO FRIDAY<br>CONTACT PERSON: D. EVANS | | |
| | **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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The foregoing offer shall be irrevocable for 90 days after the date on which The PORT AUTHORITY TRANS-HUDSON CORPORATION opens this proposal.

Signed_____Date_____
Firm Name_____

2 Montgomery Street, 3rd Floor, Jersey City, NJ 07302
PORT AUTHORITY TRANS-HUDSON CORPORATION



# REQUEST FOR QUOTATION

Bid Due Date
05/23/2013

| Quantity | Description | Unit Price | Total |
|---|---|---|---|
| | PATH<br>HARRISON STOCKROOM<br>FOOT OF CAPE MAY STREET<br>HARRISON, NEW JERSEY 07209<br>TELEPHONE: 973-350-3978/3979<br>HOURS OF OPERATION: 7:00AM TO 2:30PM MONDAY TO FRIDAY<br>CONTACT PERSON: J. GERBASIO<br><br>**Please deliver to:**<br>Path Waldo Stockroom<br>122 Academy St.<br>Jersey City NJ 07302 | | |
| 20 EA | 002022<br>EXTINGUISHER, FIRE, CO2, 20 LB.COMPLETE WITH LUXFER HIGH,<br>PRESSURE DOT APPROVED ALUMINUM SHELL CHROME PLATED FORGED<br>BRASS VALVE,HEAVY DUTY STAINLESS STEEL HANDLE<br>O-RING SEAL<br>WITH STRAIGHT THREAD VAVLE RATING<br>CLASSIFICATION 10 B C.<br>BADGER #21096, BUCKEYE #46600, ANSUL#429323, AMEREX#332 OR APPROVED EQUAL. VENDOR TO SUPPLY MATERIAL SAFETY DATA SHEETS PRIOR TO DELIVERY TO ADDRESS LISTED ON PURCHASE ORDER. | | |
| | **PLEASE QUOTE FULLY DELIVERED PRICES** | PAYMENT TERMS<br>Total Delivered Price | |

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

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

Signed _____

Firm Name _____

Telephone number_____Date_____

Fax Number_____

Federal Taxpayer ID _____

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Signed_____Date_____

Firm Name_____

2 Montgomery Street, 3rd Floor, Jersey City, NJ 07302
PORT AUTHORITY TRANS-HUDSON CORPORATION



# REQUEST FOR QUOTATION

Bid Due Date
05/23/2013

| Quantity | Description | Unit Price | Total |
|---|---|---|---|
| | Please deliver to:<br>Path Waldo Stockroom<br>122 Academy St.<br>Jersey City NJ 07302 | | |
| 25 EA | 002023<br>EXTINGUISHER, FIRE, WATER PRESSURIZED, 2-1/2 GALLON,<br>COMPLETE WITH CHROME PLATED MACHINE BRASS VALVE, BUTT WELDED<br>STAINLESS STEEL CYLINDER LINEAR POLYETHYLENE BASE. MYLAR<br>PICTOGRAPH CLASSIFICATION BAND, AND UL APPROVAL FOR WATER<br>OR LOADED STREAM. RATING CLASSIFICATION 2A, ANSUL SENTRY-MODEL<br>#430847/W02-1. CENTRAL STOCKROOM #BG0400040, AMEREX#240 OR APPROVED EQUAL. VENDOR TO SUPPLY MATERIAL SAFETY DATA SHEETS PRIOR TO DELIVERY TO ADDRESS LISTED ON PURCHASE ORDER.<br><br>Please deliver to:<br>Path Waldo Stockroom<br>122 Academy St.<br>Jersey City NJ 07302 | | |
| 60 EA | 002025<br>EXTINGUISHER, FIRE, RED CAP, SUPER "105" | | |
| | **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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The foregoing offer shall be irrevocable for 90 days after the date on which The PORT AUTHORITY TRANS-HUDSON CORPORATION opens this proposal.

Signed_____Date_____

Firm Name_____

2 Montgomery Street, 3rd Floor, Jersey City, NJ 07302
PORT AUTHORITY TRANS-HUDSON CORPORATION



# REQUEST FOR QUOTATION

Bid Due Date
05/23/2013

| Quantity | Description | Unit Price | Total |
|---|---|---|---|
| | MODEL-1A5, 2 1/2" LB.,<br>A.B.C. DRY CLASS CHEMICAL, KIDDE<br>#466227-01-1A-10BC, BUCKEYE #13315,AMEREX #B417T<br>MULTI-DRY CHEMICAL WITH HANGER, ANSUL OR<br>APPROVED EQUAL. VENDOR TO SUPPLY MATERIAL<br>SAFETY DATA SHEETS PRIOR TO DELIVERY TO<br>ADDRESS LISTED ON PURCHASE ORDER.<br><br>**Please deliver to:**<br>Path Waldo Stockroom<br>122 Academy St.<br>Jersey City NJ 07302 | | |
| 50 EA | 002026<br>EXTINGUISHER, FIRE MODEL PA100T/ABC CAPACITY, 10 LB.,<br>U.L. CLASSIFICATION 4A60B, C, CHARGE WEIGHT 17-3/4 LBS.<br>PEMALL FIRE EXTINGUISHER, ANSUL SENTRY<br>#429003/A10H, BUCKEYE #11310,AMEREX #B456 OR<br>APPROVED EQUAL. MATERIAL SAFETY DATA SHEETS<br>MUST BE SHIPPED TO THE PURCHASE ORDER<br>ADDRESS PRIOR TO DELIVERY.<br><br>**Please deliver to:** | | |
| | **PLEASE QUOTE FULLY DELIVERED PRICES** | PAYMENT TERMS<br>Total Delivered Price | |

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

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

Signed _____
Firm Name _____
Telephone number_____Date_____
Fax Number_____
Federal Taxpayer ID _____

Bidder Must Sign In Two Places

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

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

Signed_____Date_____
Firm Name_____

2 Montgomery Street, 3rd Floor, Jersey City, NJ 07302
PORT AUTHORITY TRANS-HUDSON CORPORATION



# REQUEST FOR QUOTATION

Bid Due Date
05/23/2013

| Quantity | Description | Unit Price | Total |
|---|---|---|---|
| | Path Waldo Stockroom<br>122 Academy St.<br>Jersey City NJ 07302 | | |
| 1,000 EA | 002025<br>EXTINGUISHER, FIRE, RED CAP, SUPER "105"<br>MODEL-1A5, 2 1/2" LB.,<br>A.B.C. DRY CLASS CHEMICAL, KIDDE<br>#466227-01-1A-108C, BUCKEYE #13315,AMEREX #B417T<br>MULTI-DRY CHEMICAL WITH HANGER, ANSUL OR<br>APPROVED EQUAL. VENDOR TO SUPPLY MATERIAL<br>SAFETY DATA SHEETS PRIOR TO DELIVERY TO<br>ADDRESS LISTED ON PURCHASE ORDER.<br><br>**Please deliver to:**<br>Path Harrison Stockroom<br>Foot of Cape May St.<br>Harrison NJ 07029 | | |
| | **PLEASE QUOTE FULLY DELIVERED PRICES** | PAYMENT TERMS<br>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 _____

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

Signed_____Date_____

Firm Name_____

PA280/9-03

## TERMS AND CONDITIONS

1. The Port Authority (PA) reserves the right to request information relating to seller's responsiblity, 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 (201) 395-3405 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.

# PATH STOCKROOM REQUIREMENT CONTRACT

## Information for Bidders

### 1. AWARD METHOD

AWARD TO SINGLE BIDDER:

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

### 2. CORRECTION IN COMPUTATION

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 Contract may call for specific brands that have been deemed acceptable for the purpose intended. The Bidder may however, offer alternate products other than those listed hereunder. In the event the Bidder offers alternate products, the Bidder may be requested, at its own expense, to submit a sample of the proposed alternate along with a copy of the specifications for the sample being submitted. All samples shall become the property of the Port Authority upon submittal, and all samples submitted to the Port Authority for evaluation shall be delivered within seven **(7)** days of request. Failure by the Bidder to deliver samples within the required time frame may result in the rejection of the bid. All samples submitted by the Bidder will be evaluated by the Port Authority/PATH and the Port Authority/PATH will make the final determination as to whether or not the alternate product is acceptable. Samples of proposed alternate products shall be sent separately from the Bid. The package containing samples should clearly indicate the following: 1) the Bidder's name and address 2) the Quotation number, 3) the Bid due date. Additionally, each item must be tagged with the Port Authority Material Stock Number and Bidder's name and address. Samples of proposed alternate products are to be sent to: The Port Authority of New York and New Jersey, 2 Montgomery Street, 3rd Floor, Jersey City, New Jersey., 07302. The Bidder must identify the specific manufacturer and / or model number they intend to supply for alternate products only. The Bidder shall bear all costs of evaluation, if any. Should the proposed alternate product be deemed not acceptable, the Bidder shall be obligated to provide one of the listed acceptable brands and/or manufacturer and model numbers at the original quoted price to maintain eligibility for contract award.

## STANDARD TERMS AND CONDITIONS

### 1. GENERAL AGREEMENT

The Vendor agrees to furnish and deliver on an "as needed" basis to the Port Authority's stockrooms as set forth herein, the Authority's stockroom requirements for the items set forth in the "Request for Quotation" form, within the calendar days indicated in paragraph 4 below. The furnishing and delivery shall be at the prices quoted in the Request for Quotation. The contract term is ***2 years.*** The dollar value of this requisition is for evaluation purposes only and there are no guarantees as to the actual amount, if any, that may be ordered. In full consideration for the performance of all duties and obligations hereunder, the Vendor agrees to accept from the Port Authority a compensation consisting of payment for the items or services supplied by the Vendor computed at the bid prices quoted in the Request for Quotation. The "Unit Prices" quoted **shall not** exceed two decimal places. The Port Authority Trans Hudson Corporation (PATH) is a third party beneficiary of this agreement and may order its requirements for stockroom items upon the same terms and conditions by issuing a separate purchase order.

### 2. EXTENSION PERIOD

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

### 3. FACSIMILE EQUIPMENT

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

### 4. PURCHASE ORDERS

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

## 5. ADDITIONAL ITEMS

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

## 6. DELIVERY

Delivery shall be, FOB delivered, to any or all stockrooms listed in paragraph 7, below. All deliveries shall be made between the hours of 7:00 a.m. and 2:30 p.m. unless otherwise noted in the specifications. The Vendor MUST 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 PATH Purchase Order
2. The Stock Number (s)
3. A description of each item.
4. The quantity shipped of each item.
5. The Vendor's packing slip/invoice number.

B. The Vendor shall not combine orders.

In the event the Vendor receives more than one separate and distinct purchase order for one delivery point, the Vendor shall package each order individually though delivery is made to the same location simultaneously. Each separate order must be accompanied by its own packing slip/invoice containing all information numbered 1 through 5 in Paragraph A above.

C. Shipping cartons shall not contain loose and/or unmarked items.

D. Unless otherwise provided, complete shipment of all items must be in one delivery. Only in extenuating circumstances partial deliveries to Port Authority stockrooms will be accepted. When partial deliveries are made, the receiving stockroom must be notified as to when the balance of the order will be shipped

E. Trucks making deliveries must be standard loading dock height. No delivery from smaller trucks will be accepted.

## 7. DELIVERY CONDITIONS

Following a reasonable **two (2) weeks** set-up time after the initial award of the contract, delivery of material should be within 7 ***business days*** from receipt of purchase order release.

## 8. DELIVERY LOCATIONS AND RESTRICTIONS

All shipments must be "inside standard delivery, dock level",

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

PATH – **HARRISON** Stockroom
Foot of Cape May Road
Harrison, New Jersey07029
(973) 350-3978/3979

## 9. LEGAL HOLIDAYS

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

New Year's Day
Martin Luther King's 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

## 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, 1 PATH Plaza, 3rd Floor, Jersey City, New Jersey 07306.**

## 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 $100, plus any other damages to the Port Authority.

## 14. TERMINATION

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

## 15. 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.

## 16. 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.