

## REQUEST FOR QUOTATION

<b>Vendor:</b>       <b>Contact person/Telephone/Email</b> Jasmine Green/212-435-4654/jrgreen@panynj.gov	<b>Bid# / Bid Due Date</b> 61598 / 08/12/2020 Bids must be received no later than 11:00 AM on the above Bid Due Date.  <b>Deliver Goods/Services To:</b> Path Harrison Stockroom Foot of Cape May St. Harrison NJ 07029
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Quantity	Description	Unit Price	Total
	HVAC Items for PATH PA-5 Railcar  ***NO SUBSTITUTES / NO EQUALS***  Two (2) Year Requirements Contract for PATH PA-5 Railcar HVAC Items to be delivered on an as needed basis.  Contract to commence on or about 12/1/2020.  Requirements Contract:  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 two (2) 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.  ATTACHMENTS, PRICING AND BID SUBMISSION REQUIREMENTS: (1) "PATH Requirements Contract" and "Pricing Sheets - 61598" are to be made part of this contract.		
	<b>PLEASE QUOTE FULLY DELIVERED PRICES</b>	<b>PAYMENT TERMS</b>	<b>Total Delivered Price</b>

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

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 \_\_\_\_\_

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Quantity	Description	Unit Price	Total
	<p>(2) The list of items under this Contract is available as an electronic spreadsheet for pricing, which must be downloaded by accessing the following link: <a href="http://www.panynj.gov/business-opportunities/bidproposaladvertisements.html">Pricing Sheets Bid 61598</a>. This Bid may be accessed on the Port Authority's website at <a href="http://www.panynj.gov/business-opportunities/bidproposaladvertisements.html">http://www.panynj.gov/business-opportunities/bidproposaladvertisements.html</a>.</p> <p>(3) On the Pricing Sheets, insert information only in the columns entitled "Unit Price" (in two decimal places), "Manufacturer Name", and "Part No." Submit a signed PDF version of the completed Pricing sheets in addition to the Excel version.</p> <p>The Request for Quotation must include the "Total Estimated Two (2) Year Contract Price" from the Pricing Sheets. Contract Delivery Terms: Within seven (7) calendar days or quoted lead time A.R.O.</p> <p>A price preference of 10% is available for NY/NJ Minority and Women Owned Business Enterprises (MWBE) or 5% for NY/NJ Small Business Enterprises (SBE) certified by the Port Authority of New York and New Jersey by the day before opening for awards not exceeding \$1,000,000. My firm was certified as a _____ on _____.</p>		
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Fax Number \_\_\_\_\_

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Quantity	Description	Unit Price	Total
	<p><b>BID SUBMISSION INSTRUCTIONS:</b></p> <p>The Port Authority has temporarily ceased public bid openings and will allow for the electronic submission of bids.</p> <p>Bidders are advised that their bids must be electronically submitted as a readable Adobe PDF or in the format as provided by the Port Authority. The Port Authority shall only accept bids in electronic format until 11:00 A.M. ET on the Bid Due Date.</p> <p>Electronic Bids should be submitted via email only to Bid Custodian at bidrfpsubmittal@panynj.gov. Each electronic Bid submission must include all required information. The Port Authority may request an original, signed paper submission at any time following the Bid Due Date.</p> <p>Each email submission should include the Due Date, Bid #, and solicitation title.</p> <p>If requested by the Port Authority, the paper submission must be identical to the electronic submission that was submitted by the Bid Due Date. In the event of a discrepancy, the electronic submission shall take precedence.</p> <p>THERE WILL BE NO PUBLIC BID OPENINGS AND HAND DELIVERIES WILL NOT BE ACCEPTED. Bid results will be</p>		
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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 _____	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">                     Bidder                      Must                      Sign                      In                      Two                      Places                 </div>	<p><b>NOTICE TO BIDDERS:</b> 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.</p> <p>The foregoing offer shall be irrevocable for 90 days after the date on which The PORT AUTHORITY TRANS-HUDSON CORPORATION opens this proposal.</p> Signed _____ Date _____ Firm Name _____
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# REQUEST FOR QUOTATION

<b>Vendor:</b>	<b>Bid# / Bid Due Date</b> 61598 / 08/12/2020
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Quantity	Description	Unit Price	Total
	<p>posted to the Port Authority's website as soon as they are available.</p> <p>Bidders should anticipate that some emails may take a period to be delivered, and as such, should send them as early as possible to ensure it is received no later than 11:00 A.M. ET in the designated Port Authority's designated email account.</p> <p>Bidders should note that there is a limit to the size of attachments that can be received by the Port Authority's designated email account. That limit is 100MB. Additionally, Bidders must check their files to ensure they have submitted complete documents, i.e. no missing pages.</p> <p>Bidders' internal networks may have limits on the size of emails they can send. Therefore, it is incumbent upon the Bidder to determine ahead of time that the file(s) being submitted can both be transmitted by their servers and accepted by Port Authority servers. If the files are too big, the Port Authority will accept Bid in multiple emails, provided all parts which comprise a complete submission are received by the Bid Due Date and time and all emails should include the Bid # and title. Under this circumstance, Bidders should note in the description of the email that the Bid will be arriving in multiple parts and include in the subject line the total number of components and which component, of the total, the particular transmission represents.</p>		
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Firm Name \_\_\_\_\_

# REQUEST FOR QUOTATION

Vendor:	Bid# / Bid Due Date 61598 / 08/12/2020
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Quantity	Description	Unit Price	Total
1	Total Estimated Two (2) Year Contract Price		
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 Firm Name \_\_\_\_\_

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 Firm Name \_\_\_\_\_

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PA280/9-03

## TERMS AND CONDITIONS

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 caused by seller's breach, and may seek any remedy available under law or contract .
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/SDVOB GOOD FAITH PARTICIPATION - The Vendor shall use every good-faith effort to provide for participation by Port Authority Certified Minority Business Enterprises (MBEs), Port Authority Certified Women-owned Business Enterprises (WBEs) and Port Authority certified Service-disabled Veteran-owned Business Enterprises (SDVOBs) 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/WBE/SDVOBs 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/WBE/SDVOBs as may be appropriate.
- C. Soliciting services and materials from a Port Authority certified MBE/WBE/SDVOB. To access the Port Authority's Directory of MBE/WBE/SDVOB Port Authority certified firms go to <http://www.panynj.gov/business-opportunities/sd-mw-sd-be-profile.html>.
- D. Ensuring that provision is made to provide progress payments to MBE/WBE/SDVOBs 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, Small Business Enterprises or Service-disabled Veteran-owned Business Enterprises as indicated within this RFQ, a price preference of 10% is available for NY/NJ Minority and Women Business Enterprises (M/WBEs), 5% for NY/NJ Small Business Enterprises(SBEs) or 10% for Service-disabled Veteran-owned Business Enterprises (SDVOBs) 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 under any agreement resulting 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](mailto: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>.

28. The Contractor shall provide its personnel, and shall require its subcontractors to provide their personnel, with Personal Protective Equipment (PPE) prior to entering the Facility, and shall replenish PPE periodically as appropriate. PPE is equipment worn to minimize exposure to hazards that may cause serious injuries and illnesses at the workplace. These injuries and illnesses may result from contact with biological, chemical, radiological, physical, electrical, mechanical, or other workplace hazards. PPE may include, but shall not be limited to, items such as face coverings, gloves, safety glasses, shoes, earplugs, muffs, hard hats, respirators, coveralls, vests and full body suits. The Contractor shall require its personnel, and shall require its subcontractors to require its personnel, to utilize such PPE as appropriate to the Facility and Work covered under the Contract or as may be required by the Port Authority. Regardless of the type of Work, face coverings are required to be worn at all times at all Port Authority Facilities, unless otherwise directed in writing by the Port Authority.

*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.*

# PATH STOCKROOM REQUIREMENTS CONTRACT

## Information for Bidders

### 1. AWARD METHOD

#### AWARD TO SINGLE BIDDER:

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

### 2. CORRECTION IN COMPUTATION

Prices must be quoted in United States Dollars. All figures inserted will be interpreted as being quoted in United States Dollars. Each Bidder shall insure that all information and figures are inserted as required and that all computations have been verified for accuracy. Bidders are advised that PATH may verify only the quotation or quotations that it deems appropriate and may not check each bid for errors in computation. PATH 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 Estimated Two (2) Year Contract Price," **as entered in the Pricing Sheets**, 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 PATH 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 PATH's Material Stock Number and the Bidder's name and address. Sample products are to be sent directly to: PATH Harrison Stockroom, Foot of Cape Street, Harrison, N J 07029. All sample products submitted by the Bidder will be evaluated by PATH 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 PATH.

Once a bid is accepted, the successful Bidder should deliver the approved product accepted by PATH, unless otherwise approved in advance by PATH. 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. ENERGY STAR**

When 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.

#### **5. CERTIFICATION OF RECYCLED MATERIALS**

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

##### **Recycling Definitions:**

For purposes of this solicitation, the following definition 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-products 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 less amount of toxic constituents.

## STANDARD TERMS AND CONDITIONS

### 1. GENERAL AGREEMENT

The Vendor agrees to furnish and deliver on an "as-needed" basis to PATH's stockrooms as set forth herein, the Authority's stockroom requirements for the items set forth in the Pricing Sheets, within the business days indicated in Section 5 below. The furnishing and delivery shall remain firm at the prices quoted in the Pricing Sheets 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 quantities provided is for evaluation purposes only and there are no guarantees as to the actual quantity, if any, that may be ordered. In full consideration for the performance of all duties and obligations hereunder, the Vendor agrees to accept from PATH 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

PATH 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 the Expiration Date of the final exercised Option Period, if any, subject to the same terms and conditions as the previous contract period. The prices quoted by the Vendor for the previous contract period shall remain in effect during this Extension Period without adjustment. If it so elects to extend this Contract, PATH will advise the Vendor, in writing that the term is so extended, and stipulate the length of the extended term, at least thirty (30) days prior to the expiration date of the previous contract period.

### 3. FACSIMILE EQUIPMENT

The Vendor shall have available a facsimile machine for receipt of releases via facsimile message from the Port Authority Trans-Hudson Corp. 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 PATH stockroom(s) will be coordinated using Purchase Orders issued by PATH. Purchase Orders may be verbal or in writing. If verbal, PATH will confirm all orders by a facsimile hard copy transmission bearing the stock number, quantity, delivery location and Purchase Order number. The Vendor shall accept Purchase Orders only from PATH. The Vendor shall deliver within **seven (7) business days or within the quoted Lead Time** 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. PATH shall not be obligated to add new items to the contract unless it is in the best interest of PATH. 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 eight (8), 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 with the follow instructions for the proper method of making deliveries. Failure to do so may result in delayed payments.

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

1. 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 PATH 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 shall be within **seven (7) days or within the quoted Lead Time** from receipt of purchase order release.

**8. DELIVERY LOCATIONS AND RESTRICTIONS**

All shipments must be “inside standard delivery, dock level” except where noted below:

PATH Harrison Stockroom  
Foot of Cape May Street  
Harrison, NJ 07029  
(973) 350-3944/3945

**9. LEGAL HOLIDAYS**

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

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

**10. MATERIAL SAFETY DATA SHEETS**

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

**11. UNION JURISDICTION**

The Vendor is advised to ascertain whether any union now represented or not represented at the facility will claim jurisdiction over any aspect of the operation to be performed hereunder including delivery.

**12. BILLING**

All invoices and packing slips shall have a full description of material, quantity shipped and price. 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. Invoices payments will be made by PATH Net 30 days after verification and processing of the invoice.**

### **13. NON-PERFORMANCE OF VENDORS DUTIES RELETING CHARGES**

If the seller fails to perform in accordance with the terms of this contract, or the terms of agreement resulting from this contract, PATH may obtain the goods or services from another contractor and charge the seller the difference in price, if any, a reletting cost of one hundred dollars (\$100), per order included in this contract, plus any other damages to PATH caused by seller's breach, and may seek and remedy available under law or contract.

### **14. TERMINATION**

PATH 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. 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 these "Stockroom Requirement Contract Terms and Conditions" and the terms and conditions on the "Request for Quotation" form, these standard terms and conditions in this "Stockroom 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.

**19. ATTACHMENT I -A - Certified Environmentally Preferable Products/Practices**

Attached.

# 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 \_\_\_\_\_