Torres Rojas, Genara FOI# 13342

From: adam.fritzinger@airgas.com
Sent: Tuesday, July 17, 2012 1:40 PM
To: Duffy, Daniel
Cc: Torres Rojas, Genara; Van Duyne, Sheree
Subject: Freedom of Information Online Request Form

Information:

First Name: Adam
Last Name: Fritzinger
Company: Airgas East, Inc
Mailing Address 1: 6990A Snowdrift Road
Mailing Address 2:
City: Allentown
State: PA
Zip Code: 18106
Email Address: adam.fritzinger@airgas.com
Phone: 8664374250
Required copies of the records: Yes

List of specific record(s):
please provide past award information for current solicitation 29996

THE PORT AUTHORITY OF NY & NJ

Daniel D. Duffy
FOI Administrator

August 6, 2012

Mr. Adam Fritzinger
Airgas East, Inc.
6990A Snowdrift Road
Allentown, PA 18106

Re: Freedom of Information Reference No. 13342

Dear Mr. Fritzinger:

This is a response to your July 17, 2012 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code") for a copy of the current contract related to Solicitation No. 29996.

Material responsive to your request and available under the Code can be found on the Port Authority's website at http://www.panynj.gov/corporate-information/foi/13342-C.pdf. Paper copies of the available records are available upon request.

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

Very truly yours,

Daniel D. Duffy
FOI Administrator

225 Park Avenue South
New York, , NY 10003
T: 212 435 3642 F: 212 435 7555

No change or addition to the terms of this purchase order shall be valid unless in writing and signed by the party to be charged: acceptance by the vendor is limited to the terms contained in this purchase order; and the agreement between the parties formed by this purchase order and the acceptance of the vendor may not be supplemented by course of dealing or usage of trade or by course of performance. *Send invoice to your Specific Contract Administrator.*

PORT AUTHORITY TRANS-HUDSON CORPORATION
1 Madison Avenue, 7th Floor, New York NY 10010

PO Number/Date
4500060562 / 07/29/2009
Ref: Contract 4600007841

PURCHASE ORDER

Vendor No. 118891
T. W. SMITH WELDING SUPPLY CO
885 MEEKER AVENUE
BROOKLYN NY 11222
Telephone# 718-388-7417
Fax# 718-388-8943

Our fax number
212-435-3959
Deliver to Address:
PATH
Consolidated Maintenance Shop
Academy Street
Jersey City, New Jersey NJ 07302
Deliver to this address unless a different address is shown below.

Notice: Unless otherwise provided, complete shipment of all items must be made in one delivery. Payments will not be made on partial deliveries unless authorized in advance by the party to be charged and discount wil be taken on total order. Ship no goods C.O.D. or transportation charges collect, unless otherwise specified.

Payt. terms: Net 30 Days

Quantity	Description	Unit Price	Total
	WELDING GAS - THREE (3) YR REQUIREMENT CONTRACT PRICE IS IN REFERENCE TO RFQ #6000092521 DATED 7/15/09 AND E-MAIL DATED 7/28/2009 CONFIRMING TERM OF CONTRACT. SUPPLY AND DELIVER WELDING GAS AS SPECIFIED IN THE ATTACHED SPECIFICATIONS ENTITLED: "PORT AUTHORITY TRANS-HUDSON CORPORATION PROCUREMENT CONTRACT FOR VARIOUS WELDING GASES" REVISION DATED MAY 1, 2009. CONTRACT TO COMMENCE AUGUST 4, 2009 TO AUGUST 3, 2012. ATTACHMENTS: "INSURANCE PROCURED BY THE CONTRACTOR" AND STOCKROOM REQUIREMENTS CONTRACT - INFORMATION FOR BIDDERS IS MADE PART OF THIS CONTRACT. FACILITY REPRESENTATIVE: JIM MARRONE (201) 216-6103 NOTE: ALL PICK UP/DELIVERY CHARGES TO BE INCLUDED IN UNIT PRICES.		

Sales to the Port Authority, as an instrumentality of the states of New York and New Jersey, are exempt from taxation, in those two states, and from federal taxation, including excise taxes. Certificate of Registry for tax-free transactions under Chapter 32 of the Internal Revenue Code No. 13-730079K. The vendor therefore certifies that there are no such taxes included in the prices shown hereon. The vendor shall retain a copy of the purchase order to substantiate the exempt sales.

For Director,
Procurement Department

No change or addition to the terms of this purchase order shall be valid unless in writing and signed by the party to be charged: acceptance by the vendor is limited to the terms contained in this purchase order; and the agreement between the parties formed by this purchase order and the acceptance of the vendor may not be supplemented by course of dealing or usage of trade or by course of performance. *Send invoice to your Specific Contract Administrator.*

PORT AUTHORITY TRANS-HUDSON CORPORATION
1 Madison Avenue, 7th Floor, New York NY 10010

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Vendor No. 118891
T. W. SMITH WELDING SUPPLY CO
BROOKLYN NY 11222

PO Number/Date
4500060562 / 07/29/2009

Quantity	Description	Unit Price	Total
	Welding Gas THREE (3) YR REQUIREMENTS CONTRACT FOR WELDING GAS SUPPLY AND DELIVER WELDING GAS AS SPECIFIED IN THE ATTACHED SPECIFICATIONS ENTITLED: "PORT AUTHORITY TRANS-HUDSON CORPORATION PROCUREMENT CONTRACT FOR VARIOUS WELDING GASES" REVISION DATED MAY 1, 2009. CONTRACT TO COMMENCE AUGUST 4, 2009 TO AUGUST 3, 2012. VENDOR TO PROVIDE DELIVERY WITHIN 24 HOURS OF REQUEST BY PATH MAINTENANCE SUPERVISOR OR APPOINTED REPRESENTATIVE. THIS IS NOT TO BE CONSIDERED AN ORDER FOR DELIVERY. QUANTITIES SHOWN ARE FOR BID EVALUATION ONLY AND CONSTITUTE NO GUARANTEE WHAT QUANTITY, IF ANY ACTUALLY BE CALLED FOR. PRICES ARE TO REMAIN FIRM FOR (3) THREE YEARS FROM DATE OF AWARD. FACILITY REPRESENTATIVE: JIM MARRONE (201) 216-6103 IN ADDITION TO ANY RIGHT OF TERMINATION UNDER THIS AGREEMENT, THE PORT AUTHORITY TRANS-HUDSON CORPORATION MAY TERMINATE THIS CONTRACT WITH CAUSE AT ANY TIME DURING THE TERM OR EXTENDED TERM OF THIS CONTRACT OR WITHOUT CAUSE UPON 30 DAYS WRITTEN NOTICE TO THE CONTRACTOR. THE CONTRACTOR SHALL HAVE NO RIGHT OR TERMINATION EXCEPT FOR CAUSE. TERMINATION SHALL BE BY CERTIFIED MAIL.		

Sales to the Port Authority, as an instrumentality of the states of New York and New Jersey, are exempt from taxation, in those two states, and from federal taxation, including excise taxes. Certificate of Registry for tax-free transactions under Chapter 32 of the Internal Revenue Code No. 13-730079K. The vendor therefore certifies that there are no such taxes included in the prices shown hereon. The vendor shall retain a copy of the purchase order to substantiate the exempt sales.

For Director,
Procurement Department

No change or addition to the terms of this purchase order shall be valid unless in writing and signed by the party to be charged; acceptance by the vendor is limited to the terms contained in this purchase order; and the agreement between the parties formed by this purchase order and the acceptance of the vendor may not be supplemented by course of dealing or usage of trade or by course of performance. *Send invoice to your Specific Contract Administrator.*

PORT AUTHORITY TRANS-HUDSON CORPORATION
1 Madison Avenue, 7th Floor, New York NY 10010

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Vendor No. 118891
T. W. SMITH WELDING SUPPLY CO
BROOKLYN NY 11222

PO Number/Date
4500060562 / 07/29/2009

Quantity	Description	Unit Price	Total
	NOTE: ALL PICK UP/DELIVERY CHARGES TO BE INCLUDED IN UNIT PRICES.		
	The item covers the following services: Welding Gas		12,405.00
	Invoices for payment must be sent to: Port Authority Trans-Hudson Corporation One PATH Plaza, 9th Floor Jersey City, New Jersey 07306 Attention: Jim Marrone		
	Freight Terms FOB Delivery Point,Freight Incl. **Contact person/Telephone** Shanta Nelson/212-435-3980		

Total Delivered Price In USD 12,405.00

Sales to the Port Authority, as an instrumentality of the states of New York and New Jersey, are exempt from taxation, in those two states, and from federal taxation, including excise taxes. Certificate of Registry for tax-free transactions under Chapter 32 of the Internal Revenue Code No. 13-730079K. The vendor therefore certifies that there are no such taxes included in the prices shown hereon. The vendor shall retain a copy of the purchase order to substantiate the exempt sales.

Selene Ortiz
For Director,
Procurement Department

TERMS AND CONDITIONS

1. To be valid, this purchase order must be signed by the Director of Procurement of the Port Authority (PA), or her designee.

2. 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 party to be charged and the discount, if any, will be taken on the total order.

3. Standard PA payment terms are net 30 days, unless otherwise stated.

4. Sales to the PA and to Port Authority Trans-Hudson (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 sales taxes included in the prices shown hereon.

5. 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.

6. If the vendor 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, plus a reletting cost of $100, plus any other damages to the PA.

7. The vendor may subcontract the services including using 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.

8. Upon request, vendors are encouraged to extend the terms and conditions of this agreement with the PA to other government and quasi-government entities by separate agreement.

9. If the vendor's office set forth herein is not located in the states of New York or New Jersey, this agreement shall be construed in accordance with the laws of the State of New York, not including conflict of law provisions.

10. All notices in connection with this agreement shall be sent by the vendor to the Port Authority of NY & NJ, Manager, Purchasing Services Division, One Madison Ave. - 7th floor, New York, New York 10010.

11. 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 to the fact that goods have been, are being or will be provided to it and/or that services have been, are being or will be 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.

PORT AUTHORITY TRANS-HUDSON CORPORATION
PROCUREMENT CONTRACT FOR
VARIOUS WELDING GASES

Revised May 1, 2009

GENERAL REQUIREMENTS

A. This is a 3-year requirement contract to provide various welding gases to the Port Authority Trans-Hudson Corporation. Deliveries will be made to the Port Authority Trans-Hudson Corporation (PATH) "C" Yard located at 120 Academy Street, Jersey City, New Jersey.

B. The Contract 3 year term will begin on the Date of the Award.

C. The products are for the exclusive use of the PATH and not for personal use. PATH is exempt from taxation imposed by the United States, the States of New York and New Jersey, or by municipalities of either of said two states.

D. This is not to be considered an order for delivery, but merely, upon issuance, the Contractor shall be bound to honor requests from the Facility for the materials ordered, for the term of the contract.

E. Quantities shown are for bid evaluation only and constitute no guarantee what quantity, if any, may actually be ordered.

F. The Contractor shall provide delivery within 24 hours after receiving notification from the PATH Maintenance Supervisor or his duly appointed representative. Deliveries are to be made on weekdays between the hours of 8:00 a.m. and 2:00 p.m.

G. In addition to any other right of termination under this Agreement, the Port Authority Trans-Hudson Corporation may terminate this Contract with cause at any time during the term or extended term of this Contract or without cause upon 30 days written notice to the Contractor. The Contractor shall have no right of termination except for cause. Termination shall be by certified mail.

H. The minimum release order is 5 (five) tanks and this can be any combination of the tanks listed.

I. Quote fully delivered prices only, to the location specified above.

INSURANCE PROCURED BY THE CONTRACTOR

A. The Contractor shall provide insurance in conformance with "Insurance Procured by the Contractor" requirements attached herewith.

B. The cost of said insurance shall be included in the unit bid pricing and extended pricing for each item shown in the Estimated Quantity of Tanks for Bid Comparison sheet.

ESTIMATED QUANTITY OF TANKS FOR BID COMPARISON

The quantities shown below are for bid evaluation only and constitute no guarantee what quantity, if any, may actually be ordered.

ITEM DESCRIPTION	3YR ESTIMATED QTY.	UNIT	UNIT BID PRICE	3YR ESTIMATED CONTRACT PRICE
Oxygen Tanks (282 Cu. Ft. size)	180	(each)	$ 8.00	$ 1,440.00
Oxygen Tanks Leasing	540	(month)	$ 3.25	$ 1,755.00
Acetylene Tanks (140 Cu. Ft. size)	120	(each)	$ 27.00	$ 3,240.00
Acetylene Tanks Leasing	720	(month)	$ 3.25	$ 2,340.00
Propane Liquid Withdrawal (33 Lb.)	60	(each)	$ 28.50	$ 1,710.00
Propane Tanks Leasing	468	(month)	$ 2.50	$ 1,170.00
Replacement of Lost Cylinders	5	(each)	$ 150.00	$ 750.00

3YR ESTIMATED CONTRACT PRICE $ 12,405.00

Insurance Procured By The Contractor

The Contractor shall take out, maintain, and pay the premiums on Commercial General Liability Insurance, including but not limited to premises-operations and products-completed operations, broad form property damage and independent contractors coverage, with contractual liability language covering the obligations assumed by the Contractor under this Contract and, if vehicles are to be used to carry out the performance of this Contract, then the Contractor shall also take out, maintain, and pay the premiums on Automobile Liability Insurance covering owned, non-owned, and hired autos in the following minimum limits:

Commercial General Liability Insurance - $ 1 million combined single limit per occurrence for bodily injury and property damage liability.

Automobile Liability Insurance - $ 1 million combined single limit per accident for bodily injury and property damage liability.

In addition, the liability policy (ies) shall name The Port Authority of New York and New Jersey and PATH as additional insured, including but not limited to premise-operations, products-completed operations on the Commercial General Liability Policy. Moreover, the Commercial General Liability Policy shall not contain any provisions for exclusions from liability other than provisions for exclusion from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy (ies) and certificate of insurance shall contain cross-liability language providing severability of interests so that coverage will respond as if separate policies were in force for each insured. These insurance requirements shall be in effect for the duration of the contract to include any warrantee/guarantee period.

The certificate of insurance and policy (ies) must contain the following endorsement for the above liability coverages:

"The insurance carrier(s) shall not, without obtaining the express advance written permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statues respecting suits against the Port Authority."

The Contractor shall also take out, maintain, and pay premiums on Workers' Compensation Insurance in accordance with the requirements of law in the state(s) where work will take place, including Employer's Liability Insurance with limits of not less than $1 million each accident.

Each policy above shall contain a provision that the policy may not be canceled, terminated, or modified without thirty (30) days' prior written notice to the Port Authority of New York and New Jersey, Att: Facility Contract Administrator, at the location where the work will take place and to the General Manager, Risk Management.