FOI #15939

Re: New Jersey Rights to Know Law

Dear Open Records Officer,

Under the provisions of the New Jersey Right to Know Law, we are requesting access to the following information: We are asking for the ***most recent*** information about your mail machine or postage equipment from vendor Neopost, Hasler, MailFinance, Francotyp Postalia, or Pitney Bowes.

LINCOLN TUNNEL PORT AUTHORITY OF NY-
OPEN RECORDS OFFICER
500 BOULEVARD E
WEEHAWKEN, NJ 07086

1. A copy of the original purchase order issued to purchase, lease or rent the equipment from vendor.

   Or

2. A copy of the vendor agreement issued to purchase, lease or rent the equipment from the vendor. If the equipment was purchased, we are requesting a copy of your most recent meter rental bill and maintenance / service contract.

We will entertain suggestions you feel will make my request more responsive and thereby ensure that you can meet our request. If possible we would like to have the data sent to us at the address below. If there are any fees for searching for, or coping, the records we have requested, please supply the records without informing us if the fees do not exceed $50.00. Please invoice us for any applicable fees. In the event the fees exceed $50.00, please contact us for approval prior to fulfilling the request.

Please forward your request to my attention at:

Total Office Management
Attn: Walter Malek
1866 Leithsville Rd #266
Hellertown, PA 18055

If all or any part of this request is denied, please cite the specific exemption(s) that you think justifies your refusal to release the information, and inform me of the appeal procedures available to me under the law.

We would appreciate you handling this request as quickly as possible, and look forward to hearing from you.

Respectfully,

Walter Malek
1866 Leithsville Rd #266
Hellertown, PA 18055

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

April 23, 2015

Mr. Walter Malek
Total Office Management
1866 Leithsville Rd #266
Hellertown, PA 18055

Re: Freedom of Information Reference No. 15939

Dear Mr. Malek:

This is in response to your March 27, 2015 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code", copy enclosed) for a copy of the original purchase order issued to purchase, lease or rent the equipment from vendor or a copy of the vendor agreement issued to purchase, lease or rent the equipment from vendor Neopost, Hasler, MailFinance, Francotyp Postalia, or Pitney Bowes. If the equipment was purchased, request for a copy of the most recent meter rental bill and maintenance/service contract.

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/15939-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,

Danny Ng
FOI Administrator

Enclosure

4 World Trade Center, 18th Floor
150 Greenwich Street
New York, NY 10006
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.*

PO Number/Date
4500063741 / 12/12/2012
Ref: Contract 4600009337

THE PORT AUTHORITY OF NY & NJ
2 Montgomery Street, 3rd Floor, Jersey City NJ 07302

PURCHASE ORDER

Vendor No. 115450
PITNEY BOWES
34 MAPLE AVENUE
PINE BROOK NJ 07058
Telephone# 800-322-8000
Fax# 212-613-0457

Our fax number
201-395-3425
Deliver to Address:
Lincoln Tunnel
500 Boulevard East - Stockroom
Weehawken NJ 07087
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 wll 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
	DM400C Digital Meter System - Sixty (60) Month Lease. Price is in reference to NJPA Contract #043012-PIT and quote dated 12/3/12. Contract to commence 12/31/12 to 12/30/17. Contract Administrator: Anne Marie Gentile (212)502-2401 Attachment: "Insurance Procured by the Contractor" is made part of this contract. QUESTIONS CONCERNING UNPAID INVOICES MUST BE ADDRESSED TO DISBURSEMENTS AT (201) 216-6372. 60 Month Lease - Mail Machine Includes the following: (1) #SBTA DM400C Digital Meter System (1) #G900 IntelliLink Interface/PSD for DM300C/DM450C w/PP (NTF) (1) #FAE Accounting (50 Dept) Software (1) #1GW9 10lb Integrated Weighing (1) #MP9G Integrated Weighing Platform (1) #G9SS IntelliLink Subscription		

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.*

THE PORT AUTHORITY OF NY & NJ
2 Montgomery Street, 3rd Floor, Jersey City NJ 07302

Page 2 Of 3

Vendor No. 115450
PITNEY BOWES
PINE BROOK NJ 07058

PO Number/Date
4500063741 / 12/12/2012

Quantity	Description	Unit Price	Total
	60 months at $127.00 per month for a total of $7,620.00 Contract to be billed quarterly at $381.00. **The item covers the following services:** 60 Month Lease - Mail Machine **Freight Terms FOB Delivery Point,Freight Incl.** **Contact person/Telephone** Shanta Nelson/201-395-3480		7,620.00
	Total Delivered Price In USD		7,620.00

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.

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, 2 Montgomery Street, 3rd Floor, Jersey City, NJ 07302.

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.

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, products-completed operations, 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 - $ 2 million combined single limit per occurrence for bodily injury and property damage liability.

Automobile Liability Insurance - $ 2 million combined single limit per accident for bodily injury and property damage liability.

Garagekeepers Direct Legal Liability Insurance - $250,000.00 per location in the Comprehensive form to cover all risk, including but not limited to 1. Fire and Explosion, 2. Partial or Total Theft of entire vehicle, 3. Riot and/or Vandalism 4. Collision or Upset.

In addition, the liability policy (ies) shall name "The Port Authority of New York and New Jersey and its related entities, their commissioners, directors, officers, partners, employees and agents as additional insured", including but not limited to premises-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 separation of insured condition and severability of interests clause for all policies so that coverage will respond as if separate policies were in force for each insured. An act or omission of one of the insureds shall not reduce or void coverage to the other insureds. Furthermore, the Contractor's insurance shall be primary insurance as respects to the above additional insureds. Any insurance or self insurance maintained by the above additional insureds shall not contribute to any loss or claim. These insurance requirements shall be in effect for the duration of the contract to include any warrantee/guarantee period.

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

"The insurer(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 statutes 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, and Employer's Liability Insurance with limits of not less than $1 million each accident.

The Contractor shall also take out, maintain and pay premiums on a Comprehensive Dishonesty, Disappearance and Destruction Policy including but not limited to Employee Dishonesty Coverage, Loss inside and outside the premises coverage, and Depositors Forgery Coverage in limits of not less than $ 1 million per occurrence. The Port Authority of New York and New Jersey shall be named as loss payee.

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 NY and NJ, Att: Facility Contract Administrator, at the location where the work will take place and to the General Manager, Risk Management.

The Port Authority may at any time during the term of this agreement change or modify the limits and coverages of insurance. Should the modification or change results in an additional premium, The General Manager, Risk Management for the Port Authority may consider such cost as an out-of-pocket expense.

Within five (5) days after the award of this agreement or contract and prior to the start of work, the Contractor must submit an original certificate of insurance, to the Port Authority of NY and NJ, Facility Contract Administrator, at the location where the work will take place. This certificate of insurance MUST show evidence of the above insurance policy (ies), stating the agreement/contract number prior to the start of work. The General Manager, Risk Management must approve the certificate(s) of insurance before any work can begin. Upon request by the Port Authority, the Contractor shall furnish to the General Manager, Risk Management, a certified copy of each policy, including the premiums.

If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as above required, then, if the Manager shall so direct, the Contractor shall suspend performance of the Contract at the premises. If the Contract is so suspended, no extension of time shall be due on account thereof. If the Contract is not suspended (whether or not because of omission of the Manager to order suspension), then the Authority may, at its option, obtain insurance affording coverage equal to the above required, the cost of such insurance to be payable by the Contractor to the Port Authority.

Renewal certificates of insurance or policies shall be delivered to the Facility Contractor Administrator, Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Management must approve the renewal certificate(s) of insurance before work can resume on the facility. If at any time any of the certificates or policies shall become unsatisfactory to the Port Authority, the Contractor shall promptly obtain a new and satisfactory certificate and policy.

The requirements for insurance procured by the Contractor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Contractor under this Contract. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Contractor against the obligations imposed on them by law or by this or any other contract.

Pitney Bowes

CUSTOMER PROPOSAL:

For:

LINCOLN TUNNEL
500 BOULEVARD E
WEEHAWKEN, NJ 07086-6706

December 3, 2012

LEASE TERM: **60 Months** LEASE FREQUENCY: **Quarterly**

Russell Rodd
860. 680. 3586

LEASE PAYMENT INFORMATION

# of Payments	Total
60	$127

Rates are Monthly but billed Quarterly

EQUIPMENT DETAILS

Qty	Pack/Item	Equipment Description
1	SBTA	DM400C Digital Meter System
1	G900	IntelliLink Interface / PSD for DM300C/ DM400C/DM450C w/PP (NTF)
1	1FAE	Accounting (50 Dept) Software
1	1GW9	10 lb Integrated Weighing
1	MP9G	Integrated Weighing Platform
1	G9SS	IntelliLink Subscription

Note: Applicable taxes will be added to the above lease payments.

Includes Equipment Maintenance Agreement

Includes Softguard Rate Replacement For Up To Six Rate Upgrades Per Year and Software Maintenance Agreement