

Torres Rojas, Genara

FOI#12843

From: dberkowitz@sandhuniforms.com
Sent: Thursday, December 08, 2011 11:20 AM
To: Duffy, Daniel
Cc: Torres Rojas, Genara; Van Duyne, Sheree
Subject: Freedom of Information Online Request Form

Information:

First Name: Dan
Last Name: Berkowitz
Company: S&H Uniforms
Mailing Address 1: One Aqueduct Road
Mailing Address 2:
City: White Plains
State: NY
Zip Code: 10606
Email Address: dberkowitz@sandhuniforms.com
Phone: 914-937-6800
Required copies of the records: Yes

List of specific record(s):

BidContract: 4600008790 24975 Vests, Safety Security, PATH - 1 Yr Reqmnts Contract List of Bidders and pricing Contract Pricing Item Specifications

THE PORT AUTHORITY OF NY & NJ

Daniel D. Duffy
FOI Administrator

January 25, 2012

Mr. Dan Berkowitz
S&H Uniforms
One Aqueduct Road
White Plains, NY 10606

Re: Freedom of Information Reference No. 12843

Dear Mr. Berkowitz:

This is a response to your December 8, 2011 request, which has been processed under the Port Authority's Freedom of Information Policy for a copy of the contract and the list of bidders for Contract No. 4600008790 24975 - Vest, Safety Security, PATH - 1 Year Requirements Contract.

Material responsive to your request and available under the Policy, which consists of 24 pages, will be forwarded to your attention upon receipt of a photocopying fee of \$6 (25¢ per page). Payment should be made in cash, certified check, company check or money order payable to "The Port Authority of New York & New Jersey" and should be sent to my attention at 225 Park Avenue South, 17th Floor, New York, NY 10003.

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

Sincerely,



Daniel D. Duffy
FOI Administrator

Enclosure

Bidders on Bid No. 24975 - Safety and Security Vests

THE STRONG GROUP, INC.

FREMONT INDUSTRIAL CORP.

TCI INDUSTRIAL SUPPLY, LTD.

GOODWILL INDUSTRIES OF KANSAS, INC.

CPR SAVERS AND FIRST AID SUPPLY

TURTLE & HUGHES, INC.

PERFORMANCE SAFETY GROUP, INC.

A&I EQUIPMENT

UNIFORMS 4 ALL INC.

WASHINGTON GENERAL TRADE, LLC

ABEL UNLIMITED INC.

BRW SAFETY & SUPPLY, INC.

A & A SALES ASSOCIATES, LLC



FREMONT INDUSTRIAL CORP.
2200 SHAMES DRIVE
WESTBURY NY 11590

CONTRACT

Contract Number/Date
4600008790 / 09/07/2011
Contact person/Telephone
Margaret D'Emic/212-435-3910
Our fax number
212-435-3959

Your vendor number with us
107962

Valid from: 09/14/2011
Valid to: 09/13/2013

Item	Material Quantity	Unit	Description	Price per unit	Net value
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SAFETY AND SECURITY VESTS IN ACCORDANCE WITH RFQ NO. 6000102271 DATED 6/21/11 AND PATH SPECIFICATIONS DATED 5/6/11, ATTACHMENTS A AND B. TWO-YEAR REQUIREMENTS CONTRACT BEGINNING 9/14/11.

Per quote and Addenda No. 1 dated 6/3/11, Addendum No. 2 dated 6/15/11 and Addendum No. 3 dated 6/17/11 from Cassandra Beatty.

The attached "PATH Stockroom Requirements Contract/Standard Terms and Conditions" (five pages) is included at part of this contract.

Delivery within 14 business days of Purchase Order receipt.

Your facility contacts are:

-WALDO Stockroom: Gary Sewatsky (201) 216-7080/Joseph Nestor (201)216-7079
-Harrison Stockroom: Joseph Gerbasio (973) 350-3944

00010 (X)7442

VEST, SAFETY, SMALL, TWO SHOULDER RELEASES PER PATH SPECIFICATIONS DATED 5/6/11
(ATTACHMENT A) 50 PER BOX.



FREMONT INDUSTRIAL CORP.
 2200 SHAMES DRIVE
 WESTBURY NY 11590

Contract Number/Date
 4600008790 / 09/07/2011

Page 2 Of 7

Item	Material Quantity	Unit	Description	Price per unit	Net value
	200	each		12.50	2,500.00

Please deliver to:
 Path Waldo Stockroom
 122 Academy St.
 Jersey City NJ 07302
 00020 007465

VEST,SAFETY,MEDIUM,TWO SHOULDER RELEASES PER PATH SPECIFICATIONS DATED 5/6/11
 (ATTACHMENT A) 50 PER BOX.

	300	each		12.50	3,750.00
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Please deliver to:
 Path Waldo Stockroom
 122 Academy St.
 Jersey City NJ 07302
 00030 007466

VEST,SAFETY,X-LARGE,TWO SHOULDER RELEASES, PER PATH SPECIFICATIONS DATED 5/6/11
 (ATTACHMENT A). 50 PER BOX

	1,400	each		12.50	17,500.00
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Please deliver to:
 Path Waldo Stockroom
 122 Academy St.
 Jersey City NJ 07302
 00040 007468

VEST,SAFETY, LARGE, TWO SHOULDER RELEASES, PER PATH SPECIFICATIONS DATED 5/6/11
 (ATTACHMENT A). 50 PER BOX

	1,400	each		12.50	17,500.00
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FREMONT INDUSTRIAL CORP.
 2200 SHAMES DRIVE
 WESTBURY NY 11590

Contract Number/Date
 4600008790 / 09/07/2011

Item	Material Quantity	Unit	Description Price per unit	Net value
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Please deliver to:
 Path Waldo Stockroom
 122 Academy St.
 Jersey City NJ 07302
 00050 007469

VEST, SAFETY, XX-LARGE TWO SHOLDER RELEASES, PER PATH SPECIFICATIONS DATED 5/6/11 (ATTACHMENT A). 50 PER BOX

1,200	each	12.50	15,000.00
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Please deliver to:
 Path Waldo Stockroom
 122 Academy St.
 Jersey City NJ 07302
 00060 007492

VEST, SAFETY, 3XL.TWO SHOULDER RELEASES, PER PATH SPECIFICATIONS DATED 5/6/11 (ATTACHMENT A). 50 PER BOX

400	each	12.50	5,000.00
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Please deliver to:
 Path Waldo Stockroom
 122 Academy St.
 Jersey City NJ 07302
 00070 033378

VEST, SECURITY FOR PATH, XL.TWO SHOULDER RELEASES, PER PATH SPECIFICATIONS DATED 5/6/11(ATTACHMENT B). 20 PER BOX

200	each	12.50	2,500.00
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Please deliver to:



FREMONT INDUSTRIAL CORP.
 2200 SHAMES DRIVE
 WESTBURY NY 11590

Contract Number/Date
 4600008790 / 09/07/2011

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Item	Material Quantity	Unit	Description	Price per unit	Net value
Path Waldo Stockroom 122 Academy St. Jersey City NJ 07302 00080 033379					
			VEST, SECURITY FOR PATH, 2XL, TWO SHOULDER RELEASES, PER PATH SPECIFICATIONS DATED 5/6/11 (ATTACHMENT B) 20 PER BOX		
	200	each		12.50	2,500.00
Please deliver to: Path Waldo Stockroom 122 Academy St. Jersey City NJ 07302 00090 033380					
			VEST, SECURITY FOR PATH, 3XL, TWO SHOULDER RELEASES, PER PATH SPECIFICATIONS DATED 5/6/11 (ATTACHMENT B) 20 PER BOX		
	150	each		12.50	1,875.00
Please deliver to: Path Waldo Stockroom 122 Academy St. Jersey City NJ 07302 00100 033381					
			VEST, SECURITY FOR PATH, 4XL, TWO SHOULDER RELEASES, PER PATH SPECIFICATIONS DATED 5/6/11 (ATTACHMENT B) 20 PER BOX		
	100	each		12.50	1,250.00

Please deliver to:



FREMONT INDUSTRIAL CORP.
 2200 SHAMES DRIVE
 WESTBURY NY 11590

Contract Number/Date
 4600008790 / 09/07/2011

Item	Material Quantity	Unit	Description	Price per unit	Net value
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Path Waldo Stockroom
 122 Academy St.
 Jersey City NJ 07302
 00110 033392

VEST, SECURITY FOR PATH, MEDIUM, TWO SHOULDER RELEASES PER PATH SPECIFICATIONS
 DATED 5/6/11 (ATTACHMENT B). 20 PER BOX

120	each	12.50	1,500.00
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Please deliver to:
 Path Waldo Stockroom
 122 Academy St.
 Jersey City NJ 07302
 00120 033393

VEST, SECURITY FOR PATH, LARGE, TWO SHOULDER RELEASES PER PATH SPECIFICATIONS
 DATED 5/6/11 (ATTACHMENT B). 20 PER BOX

120	each	12.50	1,500.00
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Please deliver to:
 Path Waldo Stockroom
 122 Academy St.
 Jersey City NJ 07302
 00130 007468

VEST, SAFETY, LARGE, TWO SHOULDER RELEASES, PER PATH SPECIFICATIONS DATED 5/6/11
 (ATTACHMENT A). 50 PER BOX

200	each	12.50	2,500.00
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Please deliver to:



FREMONT INDUSTRIAL CORP.
 2200 SHAMES DRIVE
 WESTBURY NY 11590

Contract Number/Date
 4600008790 / 09/07/2011

Item	Material Quantity	Unit	Description Price per unit	Net value
Path Harrison Stockroom Foot of Cape May St. Harrison NJ 07029				
00140	007466			
			VEST,SAFETY, X-LARGE, TWO SHOULDER RELEASES, PER PATH SPECIFICATIONS DATED 5/6/11 (ATTACHMENT A). 50 PER BOX	
	200	each	12.50	2,500.00
Please deliver to: Path Harrison Stockroom Foot of Cape May St. Harrison NJ 07029				
00150	007469			
			VEST,SAFETY,XX-LARGE,TWO SHOULDER RELEASES, PER PATH SPECIFICATIONS DATED 5/6/11 (ATTACHMENT A). 50 PER BOX	
	200	each	12.50	2,500.00
Please deliver to: Path Harrison Stockroom Foot of Cape May St. Harrison NJ 07029				
00160	007465			
			VEST, SAFETY, MEDIUM, TWO SHOULDER RELEASES, PER PATH SPECIFICATIONS DATED 5/6/11 (ATTACHMENT A). 50 PER BOX	
	200	each	12.50	2,500.00

Please deliver to:



FREMONT INDUSTRIAL CORP.
2200 SHAMES DRIVE
WESTBURY NY 11590

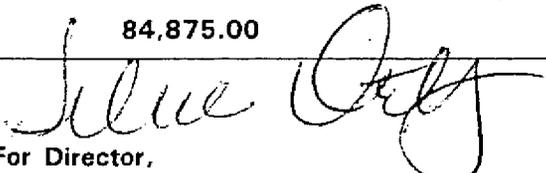
Contract Number/Date
4600008790 / 09/07/2011

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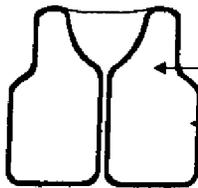
Item	Material Quantity	Unit	Description Price per unit	Net value
Path Harrison Stockroom Foot of Cape May St. Harrison NJ 07029 00170 007492				
	200	each	VEST,SAFETY, 3XL, TWO SHOULDER RELEASES, PER PATH SPECIFICATIONS DATED 5/6/11 (ATTACHMENT A). 50 PER BOX 12.50	2,500.00

Please deliver to:
Path Harrison Stockroom
Foot of Cape May St.
Harrison NJ 07029

84,875.00


For Director,
Procurement Department

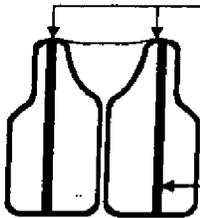
- Vest to meet ANSI/ISEA 107-2004 Class 2, Level 2 certification for retroreflectivity.
- Vest, including silver vertical and horizontal trim, and the fluorescent yellow-green and orange background material to meet the requirements of ASTM D6413, NFPA 1971 or NFPA 701 for flame resistance.
- Retroreflectivity and flame resistance test documentation to be submitted with bid.
- Vests must be labeled with the retroreflectivity and flame resistant standard information and state "Flame Resistant"

**Cloth**

Front: Fluorescent yellow-green, 3.6 oz. Polyester knit fabric.

Back: Fluorescent yellow-green, 3.6 oz. mesh fabric.

Reflective Binding: 3/4" 3M Scotchlite™ #8935 Silver, or approved equal, applied to all outer edges.



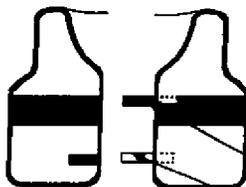
Shoulder Design: Approximate width 5 1/2" with rounded edges front and back.

Shoulder Release: Wearer's right and left shoulder release featuring overlap material from front and back secured by 1" X 5" hook and loop fastener tape for easy release.



Vest Trim – Vertical: 2" 3M Scotchlite™ #8935 Silver stripe, or approved equal, applied vertically on both the front and back, waist to shoulder, on both the left and right side to meet ANSI/ISEA 107-2004 Class 2 Standard.

Vest Trim – Horizontal: 4-1/4" Horizontal trim to consist of two 1-1/8" orange stripes and a 2" 3M Scotchlite™ #8935 Silver, or approved equal center stripe applied horizontally, around the entire vest starting at the bottom of the shoulder opening.

**Front Closure:**

Two 1" X 2-1/2" Hook and 1" X 5-1/2" Loop fastener tape closures, applied horizontally with the 1" X 2-1/2" Hook fasteners applied to the outside of the right front side of the vest and the 5-1/2" Loop fasteners applied to the left front side of the vest. 3 inches of the Loop fasteners to extend out from left front side of the vest and the remaining 2-1/2 inches to be applied to the inside of the left front side of the vest

Location of closures is as follows:

1. Just below the lower end of the "V" neck opening.
2. Approximately 6" from the bottom of the vest.

**Left Front Pockets:**

Utility Pocket: 5-1/4"H X 2"W clear plastic with yellow-green fabric trim applied above the horizontal trim to the right of the ID Pocket.

ID Pocket: 4-3/4"H X 4"W clear plastic with yellow-green fabric trim, 1-1/2"H X 3"W yellow-green fabric cover flap. Cover flap to be secured to the pocket with hook and loop closure. ID Pocket to be applied above the horizontal trim to the left of the Utility Pocket.



Inside Pocket: 6"H X 7"W yellow-green fabric with 1" X 1-1/2" hook and loop closure. Inside Pocket to be centered at the bottom of the left side of the vest.

Right Front Radio Pocket:

6-1/2"H X 2-3/4"W X 1-1/2"D yellow-green fabric with 2"H X 3/4"W hook and loop closure.

3-1/2"H X 1-3/4"W yellow-green elastic material cover flap with 1/2"H X 1-1/2"W hook and loop closure.



Back Panel: 3 1/2" X 8" 3M Scotchlite™ #8935 Silver, or approved equal, panel applied to the center of the back, approximately 5" down from the neckline.

Panel Printing: The PATH logo printed with #072 blue ink, centered on the panel, using PATH provided camera-ready artwork.



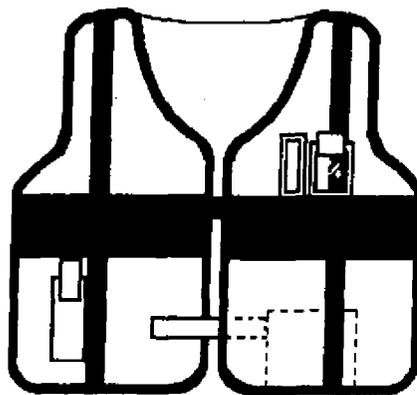
PATH ANSI VEST SPECIFICATION
 with left and right shoulder release
 (Revised 5/6/11)

- Vest to meet ANSI/ISEA 107-2004 Class 2, Level 2 certification for retroreflectivity.
- Vest, including silver vertical and horizontal trim, and the fluorescent yellow-green and orange background material to meet the requirements of ASTM D6413, NFPA 1971 or NFPA 701 for flame resistance.
- Retroreflectivity and flame resistance test documentation to be submitted with bid.
- Vests must be labeled with the retroreflectivity and flame resistant standard information and state "Flame Resistant"

STYLE: Two shoulder break-away coat style vest, with shoulder seams, secured with hook and loop fastener tape. Vest to meet ANSI/ISEA 107-04 Class 2 certification.

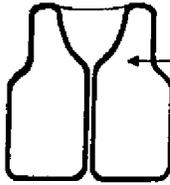
SIZING: Measurements as listed below:

Small:	Height (neck back to bottom):	24"
	Girth at waist (with front closure adjustment):	39" to 41"
Medium:	Height (neck back to bottom):	26"
	Girth at waist (with front closure adjustment):	43" to 45"
Large:	Height (neck back to bottom):	26"
	Girth at waist (with front closure adjustment):	49" to 51"
XLarge:	Height (neck back to bottom):	28"
	Girth at waist (with front closure adjustment):	53.5" to 55.5"
XXLarge:	Height (neck back to bottom):	30"
	Girth at waist (with front closure adjustment):	58" to 60"
XXXLarge:	Height (neck back to bottom):	32"
	Girth at waist (with front closure adjustment):	62" to 64"





- Vest to meet ANSI/ISEA 107-2004 Class 2, Level 2 certification for retroreflectivity.
- Vest, including silver vertical and horizontal trim, and the fluorescent yellow-green and orange background material to meet the requirements of ASTM D6413, NFPA 1971 or NFPA 701 for flame resistance.
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**Cloth**

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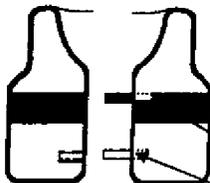


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Shoulder Release: Wearer's right and left shoulder release featuring overlap material from front and back secured by 1" X 5" hook and loop fastener tape for easy release.



Vest Trim – Vertical: 2" 3M Scotchlite™ #8935 Silver stripe, or approved equal, applied vertically on both the front and back, waist to shoulder, on both the left and right side to meet ANSI/ISEA 107-2004 Class 2 Standard.



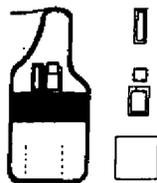
Vest Trim – Horizontal: 4-1/4" Horizontal trim to consist of two 1-1/8" orange stripes and a 2" 3M Scotchlite™ #8935 Silver, or approved equal center stripe applied horizontally, around the entire vest starting at the bottom of the shoulder opening.

Front Closure:

Two 1" X 2-1/2" Hook and 1" X 5-1/2" Loop fastener tape closures, applied horizontally with the 1" X 2-1/2" Hook fasteners applied to the outside of the right front side of the vest and the 5-1/2" Loop fasteners applied to the left front side of the vest. 3 inches of the Loop fasteners to extend out from left front side of the vest and the remaining 2-1/2 inches to be applied to the inside of the left front side of the vest

Location of closures is as follows:

1. Just below the lower end of the "V" neck opening.
2. Approximately 6" from the bottom of the vest.

**Left Front Pockets:**

Utility Pocket: 5-1/4"H X 2"W clear plastic with yellow-green fabric trim applied above the horizontal trim to the right of the ID Pocket.

ID Pocket: 4-3/4"H X 4"W clear plastic with yellow-green fabric trim. 1-1/2"H X 3"W yellow-green fabric cover flap. Cover flap to be secured to the pocket with hook and loop closure. ID Pocket to be applied above the horizontal trim to the left of the Utility Pocket.



Inside Pocket: 6"H X 7"W yellow-green fabric with 1" X 1-1/2" hook and loop closure. Inside Pocket to be centered at the bottom of the left side of the vest.

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3-1/2"H X 1-3/4"W yellow-green elastic material cover flap with 1/2"H X 1-1/2"W hook and loop closure.



Back Panel: 5 1/2" X 8" 3M Scotchlite™ #8935 Silver, or approved equal, panel applied to the center of the back, approximately 3 1/2" down from the neckline

Panel Printing: The word "Security" and the PATH logo printed with #072 blue ink, centered on the panel, using PATH provided camera-ready artwork.



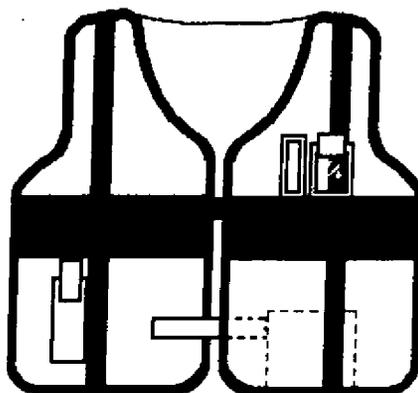
PATH ANSI VEST SPECIFICATION
with left and right shoulder release
(Revised 5/6/11)

- Vest to meet ANSI/ISEA 107-2004 Class 2, Level 2 certification for retroreflectivity.
- Vest, including silver vertical and horizontal trim, and the fluorescent yellow-green and orange background material to meet the requirements of ASTM D6413, NFPA 1971 or NFPA 701 for flame resistance.
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SIZING: Measurements as listed below:

Small:	Height (neck back to bottom):	24"
	Girth at waist (with front closure adjustment):	39" to 41"
Medium:	Height (neck back to bottom):	26"
	Girth at waist (with front closure adjustment):	43" to 45"
Large:	Height (neck back to bottom):	26"
	Girth at waist (with front closure adjustment):	49" to 51"
XLarge:	Height (neck back to bottom):	28"
	Girth at waist (with front closure adjustment):	53.5" to 55.5"
XXLarge:	Height (neck back to bottom):	30"
	Girth at waist (with front closure adjustment):	58" to 60"
XXXLarge:	Height (neck back to bottom):	32"
	Girth at waist (with front closure adjustment):	62" to 64"



W&S SECURITY GUARD SAFETY VEST SPECIFICATION

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, One Madison Avenue, 7th Floor, New York, NY 10010. 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 14 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 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. 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 **fourteen (14) days** 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 – WALDO Stockroom
122 Academy Street
Jersey City, NJ 07302
(201) 216-7070/7079

PATH HARRISON Stockroom
Foot of Cape May Road
Harrison, NJ 07029
(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	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

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.

THE PORT AUTHORITY OF NY & NJ
PROCUREMENT DEPARTMENT
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010

Date: 6/3/11

ADDENDUM #1

To prospective bidders on Bid # 24975 for Safety and Security Vests

Due back on 6/22/11, no later than 11:00AM

Originally due on _____, no later than _____

The following changes/modifications are hereby made in the documents:

Questions and Answers

The following information is made available in response to questions submitted by bidders to the Port Authority. It addresses only those questions, which the Port Authority of NY&NJ has deemed to require additional information and/or clarification. The fact that information has not been supplied with respect to any questions asked by a bidder does not mean or imply, nor should it be deemed to have any meaning, construction or implication with respect to the terms and provision of the sales offer document which will be construed without reference to such questions.

Question #1

Are all the vests delivered in one order or multiple releases? If multiple releases, approximately how many releases should we expect over the two-year contract?

Answer #1

Please see the "Standard Terms and Conditions", Page 2, Paragraph 1, "General Agreement".

Question #2

Please provide pricing under the current contract.

Answer #2

Attached for informational purposes is Contract No. 4600007908 for safety and security vests. The Port Authority of New York and New Jersey does not guarantee the relevancy of the pricing material as it may pertain to proposals solicited for other contracts. Vendors are cautioned that the use of this information to determine future bid prices or for any other purpose shall be used at the vendor's own risk. Bid prices should be based on the company's costs, overhead and profit. The material requested may be based on a

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PROCUREMENT DEPARTMENT

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different specification and/or different quantity or delivery requirements than those in future solicitations.

Question #3

Please provide quantity purchased under the current contract.

Answer #3

Below are the quantities purchased for each vest under Contract No. 4600007908. Bidders are reminded that this is a Requirements Contract, and there are no guarantees as to the actual amount, if any, that may be ordered.

Material No.	Description	Qty. Purchased Contract 4600007908
007442	VEST,SAFETY,SMALL,TWO SHOULDER RELEASES	150
007465	VEST,SAFETY,MEDIUM,TWO SHOULDER RELEASES	100
007466	VEST,SAFETY,X-LARGE,TWO SHOULDER RELEASE	1250
007468	VEST,SAFETY,LARGE,TWO SHOULDER RELEASES	1000
007469	VEST,SAFETY,XX-LARGE,TWO SHOULDER	900
007492	VEST,SAFETY,3XL,TWO SHOULDER RELEASES	400
033378	VEST,SECURITY FOR PATH,XL,TWO SHOULDER	0
033379	VEST,SECURITY FOR PATH,2XL,TWO SHOULDER	0
033380	VEST,SECURITY FOR PATH,3XL,TWO SHOULDER	0
033381	VEST,SECURITY FOR PATH,4XL,TWO SHOULDER	0
033392	VEST,SECURITY FOR PATH,MEDIUM TWO	60
033393	VEST,SECURITY FOR PATH,LARGE,TWO	60
007468	VEST,SAFETY,LARGE,TWO SHOULDER RELEASES	1000
007466	VEST,SAFETY,X-LARGE,TWO SHOULDER RELEASE	1250
007469	VEST,SAFETY,XX-LARGE,TWO SHOULDER	900
007465	VEST,SAFETY,MEDIUM,TWO SHOULDER RELEASES	100
007492	VEST,SAFETY,3XL,TWO SHOULDER RELEASES	400

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 PORT AUTHORITY

This communication should be initialed by you and annexed to your bid/proposal upon submission.

In case any bidder/proposer fails to conform to these instructions, its bid/proposal will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ

KATHY LESLIE WHELAN, MANAGER
PURCHASING SERVICES

PS11All

BIDDER'S/PROPOSER'S FIRM NAME: Fremont Industrial

INITIALED: CB

DATE: 6/21/11

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO
MARGARET D'EMIC, WHO CAN BE REACHED AT (212) 435-3910 or at
mdemic@panynj.gov.

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THE PORT AUTHORITY OF NY & NJ

**PROCUREMENT DEPARTMENT
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010**

Date: June 15, 2011

ADDENDUM #2

To prospective Bidders on Bid # 24975 for Safety and Security Vests

Due back on June 22, 2011 no later than 11 A.M.

BIDDER'S QUESTIONS AND ANSWERS

The following information is available in response to questions submitted by prospective Bidders. The responses should not be deemed to answer all questions, which have been submitted by Bidders to the Port Authority. It addresses only those questions, which the Port Authority has deemed to require additional information and/or clarification. The fact that information has not been supplied with respect to any questions asked by a Bidders does not mean or imply, nor should it be deemed to mean or imply, any meaning, construction, or implication with respect to the terms.

The Port Authority makes no representations, warranties or guarantees that the information contained herein is accurate, complete or timely or that such information accurately represents the conditions that would be encountered during the performance of the Contract. The furnishing of such information by the Port Authority shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Bidder, by submitting its bid, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement or promise, of the Port Authority, its Commissioners, officers, agents, representatives, or employees, oral or in writing, shall impair or limit the effect of the warranties of the Bidder required by this Bid or Contract and the Bidder agrees that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever.

The Questions and Answers numbering sequence will be continued sequentially in any forthcoming Addenda that may be issued.

Question # 4	Please let me know if I would still be eligible for award if bidding the vests with ASTM F-1506.
Answer # 4	Yes. ASTM F-1506 would be considered an acceptable standard.

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This communication should be initialed by you and annexed to your bid upon submission.

In case any Bidder fails to conform to these instructions, its Bid will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ

KATHY LESLIE WHELAN, MANAGER
PURCHASING SERVICES

BIDDER'S FIRM NAME: Fremont Industries
INITIALED: CB
DATE: 6/21/11

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO
MARGARET D'EMIC, WHO CAN BE REACHED AT (212) 435-3910 or at
mdemic@panynj.gov.

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PORT AUTHORITY

THE PORT AUTHORITY OF NY & NJ

**PROCUREMENT DEPARTMENT
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010**

Date: June 17, 2011

ADDENDUM #3

To prospective Bidders on Bid # 24975 for Safety and Security Vests

Due back on June 22, 2011 no later than 11 A.M.

BIDDER'S QUESTIONS AND ANSWERS

The following information is available in response to questions submitted by prospective Bidders. The responses should not be deemed to answer all questions, which have been submitted by Bidders to the Port Authority. It addresses only those questions, which the Port Authority has deemed to require additional information and/or clarification. The fact that information has not been supplied with respect to any questions asked by a Bidders does not mean or imply, nor should it be deemed to mean or imply, any meaning, construction, or implication with respect to the terms.

The Port Authority makes no representations, warranties or guarantees that the information contained herein is accurate, complete or timely or that such information accurately represents the conditions that would be encountered during the performance of the Contract. The furnishing of such information by the Port Authority shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Bidder, by submitting its bid, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement or promise, of the Port Authority, its Commissioners, officers, agents, representatives, or employees, oral or in writing, shall impair or limit the effect of the warranties of the Bidder required by this Bid or Contract and the Bidder agrees that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever.

The Questions and Answers numbering sequence will be continued sequentially in any forthcoming Addenda that may be issued.

Question # 5	Does each vest need to be individually bagged within the box or can they be packaged in bulk?
Answer # 5	The vests do not need to be individually bagged.

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This communication should be initialed by you and annexed to your bid upon submission.

In case any Bidder fails to conform to these instructions, its Bid will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ

KATHY LESLIE WHELAN, MANAGER
PURCHASING SERVICES

BIDDER'S FIRM NAME: Fremant Industrial
INITIALED: CB
DATE: 6/21/11

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO MARGARET D'EMIC, WHO CAN BE REACHED AT (212) 435-3910 or at mdemic@panynj.gov.

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