

**Olivencia, Mildred**

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**From:** jborghoff@nationalairfilter.com  
**Sent:** Wednesday, January 20, 2016 12:31 PM  
**To:** Olivencia, Mildred  
**Cc:** Torres-Rojas, Genara; Van Duyne, Sheree; Ng, Danny; Shalewitz, William  
**Subject:** Freedom of Information Online Request Form

Information:

First Name: Joseph  
Last Name: Borghoff  
Company: National Air Filter  
Mailing Address 1: 74 Sand Park Road  
Mailing Address 2:  
City: Cedar Grove  
State: NJ  
Zip Code: 07009  
Email Address: [jborghoff@nationalairfilter.com](mailto:jborghoff@nationalairfilter.com)  
Phone: 2014380800  
Required copies of the records: Yes

List of specific record(s):  
4600010435 Air Filters, WIM - 4 Year Req. Contract

**THE PORT AUTHORITY OF NY & NJ**

FOI Administrator

February 1, 2016

Mr. Joseph Borghoff  
National Air Filter  
74 Sand Park Road  
Cedar Grove, NJ 07009

Re: Freedom of Information Reference No. 16624

Dear Mr. Borghoff:

This is in response to your January 20, 2016 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code", copy enclosed) for a copy of Contract No. 4600010435 Air Filters, WIM - 4 Year Req.

Material responsive to your request can be found on the Port Authority's website at <http://www.panynj.gov/corporate-information/foi/16624-C.pdf>. Paper copies are available upon request.

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

Very truly yours,



William Shalewitz  
FOI Administrator

Enclosure



**THE PORT AUTHORITY OF NY & NJ**

4 World Trade Center, 150 Greenwich Street, 21st Floor, New York, NY 10007

AIR ENGINEERING FILTERS, INC.  
ATTN: PAM RUBIN  
P.O. BOX 174  
CHAPPAQUA NY 10514

<b>CONTRACT</b>	
<b>Contract Number/Date</b>	4600010435 / 06/29/2015
<b>Contact person/Telephone</b>	Steven Joseph/212-435-4658
<b>Our fax number</b>	212-435-4697

Your vendor number with us  
100886

Valid from: 02/20/2016

Valid to: 02/19/2020

Item	Material Quantity	Unit	Description	Price per unit	Net value
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**AIR FILTERS-FOUR (4) YEAR REQUIREMENTS CONTRACT**

FOUR (4) YEAR REQUIREMENTS FOR THE SUPPLY AND DELIVERY OF AIR FILTERS ON AN AS NEEDED BASIS, PRICING IN REFERENCE TO RFQ# 6000121190 DATED 6/10/15 AND CITY OF NEW YORK (DCAS) CONTRACT (RC/OMPA 3187102). CONTRACT TO COMMENCE ON 2/20/2016 - 2/19/2020.

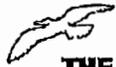
CONTACT ADMINISTRATOR: JOSEPH KORMAN 201-386-6815

PLEASE CONTACT JOSEPH KORMAN 48 HOURS PRIOR TO DELIVERY FOR INSTRUCTIONS.

ATTACHMENTS: "STOCKROOM REQUIREMENTS CONTRACT - INFORMATION FOR BIDDERS" MADE PART OF THIS CONTRACT.

New York (DCAS) Contract (RC/OMPA 3187102)

Vendor shall be bound to honor requests from the facilities for the materials shown for a four (4) year period, commencing on date of award. Quantities are estimated and constitute no guarantee what quantity, if any may actually be called for.



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Item	Material Quantity	Unit	Description	Price per unit	Net value
			FILTER, AIR, FIBERGLASS, 8-7/8X 23-5/8 X 1 FRAMED, UL CLASS-II		
00020	27 DS0300037	each		3.45	93.15
			FILTER, AIR, FIBERGLASS, 8-7/8X 39-5/8 X 1 FRAMED, U.L. CLASS-II		
00030	27 DS0300064	each		4.40	118.80
			FILTER, AIR, FIBERGLASS, 9 X 30-7/8 X 3/4 FRAMED, U.L. CLASS-I I		
00040	27 DS0300150	each		4.30	116.10
			FILTER, AIR, FIBERGLASS, 16" X 20" X 1", FRAMED, UL CLASS-II		
00050	66 DS0300170	each		1.90	125.40
			FILTER, AIR, FIBERGLASS, 16" X 25" X 1". FRAMED, UL CLASS II, PUROLATOR F312-STD1 5038901303.		
00060	205 DS0300181	each		1.90	389.50
			FILTER, PLEATED, AIR, 12" X 24" X 4". MERV 8. PUROLATOR# 5251572544 OR AIR HANDLER# 6B974.		
00070	14 DS0300190	each		4.50	63.00
			FILTER, AIR, FIBERGLASS, 20" X 20" X 1", FRAMED, UL CLASS-II		



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Item	Material Quantity	Unit	Description	Price per unit	Net value
00080	40 DS0300200	each		2.95	118.00
			FILTER, AIR, FIBERGLASS, 20" X 20" X 2". FRAMED. UL CLASS-II ONLY. PUROLATOR# F312-STD-2 5039002004.		
00090	338 DS0300210	each		2.95	997.10
			FILTER, AIR, FIBERGLASS, 20" X 25" X 1", FRAMED, UL CLASS-II, MODEL: T/A POLY		
00100	130 DS0300220	each		2.95	383.50
			FILTER, AIR, FIBERGLASS, 20" X 25" X 2". FRAMED. UL CLASS II. PUROLATOR# F312-STD2 5039002005.		
00110	184 DS0300230	each		2.65	487.60
			FILTER, AIR, FIBERGLASS, 24" X 24" X 2", UL CLASS-1 ONLY, FILTER ONLY, (METAL FRAME STK # DS0300292), TRI-DIM, PART NO. 2322424211		
00120	537 DS0300235	each		6.00	3,222.00
			FILTER, AIR, FIBERGLASS, 25" X 25" X 2", FRAMED, PUROLATOR A2F-225, UL CLASS-II, MODEL T/A POLY		
00130	159 DS0300306	each		2.70	429.30



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Item	Material Quantity	Unit	Description	Price per unit	Net value
			FILTER, AIR, BLUE FOAM, 20" X 90" X 1" THICK, UL CLASS-II AMERICAN AIR FILTER CO # 357011200 OR TRI-DEK # 7,1 PLY, BULK MEDIA (100BW067) BLUE FOAM.		
00140	4 DS0300320	Roll		57.05	228.20
			FILTER, AIR, 24" X 24" X 2", MANUFACTURED BY CAMFIL-FARR, MODEL 30/30, MERV 8, ASHRAE 25-30%, CLASS #1 ONLY		
00150	489 DS0300500	each		4.95	2,420.55
			FILTER, AIR, PLEATED, 20" X 20" X 2". RATED FACE VELOCITY 500 FPM. AMERICAN AIR FILTER# AM-300, TRI-DIM# PART NO. 2302020240, OR PUROLATOR KP-STD2-0002.		
00160	1,188 DS0300505	each		3.15	3,742.20
			FILTER, PLEATED, 3-3/4" X 39-1/4" X 4", AIRGUARD OR APPROVED EQUAL		
00170	27 DS0300510	each		7.95	214.65
			FILTER, AIR, PLEATED, 20" X 25" X 2", EXTENDED SURFACE, FRAMED, MERV 8, DAYTON, TRI-DIM# 2322025208 OR PUROLATOR# KP-STD2-0502.		
00180	3,485 DS0300515	each		3.60	12,546.00
			AIR FILTER, 16"X16"X2" PLEATED MERV 8 PUROLATOR #5251184831 OR AIR HANDLER #6B958 (UNSPSC# 40161505)		



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Item	Material Quantity	Unit	Description	Price per unit	Net value
00190	132 DS0300520	each		3.95	521.40
			FILTER, AIR, PLEATED. 16" X 20" X 2". HIGH CAPACITY. EXTENDED SURFACE. FRAMED. MERV 8. AMERICAN, DAYTON, TRI-DIM# 2321620208 OR PUROLATOR 5251474620.		
00200	3,934 DS0300525	each		3.60	14,162.40
			FILTER, AIR, PLEATED. 16 X 20 X 4. TRI DIM# 2321620408 OR PUROLATOR# 5251504832.		
00210	53 DS0300530	each		4.50	238.50
			FILTER, AIR, PLEATED. 20" X 24" X 2". EXTENDED SURFACE. FRAMED. AIR HANDLER# 6B933, TRI DIM# 2322024208, OR PUROLATOR# 5251186262 KP-STD2-0402,		
00220	344 DS0300540	each		3.60	1,238.40
			FILTER, AIR, PLEATED, 16 X 24 x 2, EXTENDED SURFACE, FRAMED, MFG #6B952, TRI-DIM PART NO. 23016Z4208 OR PUROLATOR KPSTD26402.		
00230	198 DS0300550	each		3.75	742.50
			FILTER, AIR, PLEATED, 18 X 24 X 2, EXTENDED SURFACE, FRAMED, DAYTON #5W514, PUROLATOR KEY PLEAT PART NUMBER# KP-STD2-8402		
00240	66 DS0300560	each		3.95	260.70
			FILTER, PLEATED, 20" x 20" x 1", AS MFG'D. BY AIR HANDLER #13220201 ,PUROLATOR KPH-STD1-0001.		



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Item	Material Quantity	Unit	Description	Price per unit	Net value
00250	1,254 DS0300565	each		3.15	3,950.10
			FILTER, PLEATED. 16" X 20" X 1". HIGH CAPACITY. AIR HANDLER #6B957, TRI DIM# 2321620108, OR PUROLATOR# 5351304809.		
00260	119 DS0300570	each		3.40	404.60
			FILTER, 16" X 25" X 1". 40% EFF. HIGH CAPACITY. MERV 8. PLEATED FOR HVAC (HELIPORT), AIR HANDLER# 6B951 OR PUROLATOR# 5251074025.		
00270	132 DS0300600	each		3.50	462.00
			FILTER, AIR, 25" X 25" X 2". CARDBOARD FRAME. UL CLASS-1 ONLY. TRI DIM# 2322525208 OR PUROLATOR# 5251104795.		
00280	53 DS0300850	each		10.60	561.80
			FILTER, AIR, 24" X 24" X 2", TRIDIM MODEL #ES40E, PART #2352424240E; PUROLATOR KEY PLEAT #KPSTD2-4402 OR AIRGUARD #DP40.		
00290	3,630 DS0300860	each		4.95	17,968.50
			FILTER, AIR, 24" X 24" X 12", PUROLATOR MODEL #FAC95-44 12.		
00300	5 DS0300875	each		80.60	403.00



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Item	Material Quantity	Unit	Description	Price per unit	Net value
			FILTER, AIR, 11-3/8" X 23-3/8" X 1-3/4", MEDIUM DENSITY, PLEATED, UL APPROVED, CLASS II- B25P (NOMINAL SIZE IS 12" X 24" X 2")		
00310	185 DS0300890	each		3.15	582.75
			FILTER, PLEATED, 16" X 25" X 2", HIGH CAPACITY, GRAINGER #6B950, AIRHANDLER #13216252, TRI-DIM# 2301625208, PUROLATOR KEY PLEAT# 5251404825.		
00320	951 DS0300910	each		4.10	3,899.10
			FILTER, AIR FIBERGLASS, PUROLATOR #5038902001 F312, 20x30x1.		
00330	27 DS0300920	each		2.20	59.40
			FILTER, AIR FIBERGLASS, PUROLATOR FACET AIRE #L96-033 F312 14x25x1.		
00340	27 DS0301010	each		1.90	51.30
			FILTER, CARBON VILEDON MINI CP SIZE 20" X 20" X 2", MATERIAL #6904579		
00350	168 DS0301015	each		88.05	14,792.40
			FILTERS, CARBON VILEDON MINI CP. SIZE 16" X 25" X 2". MATERIAL# 6904582.		
00360	40 DS0301020	each		97.95	3,918.00
			FILTER, CARBON VILEDON MINI CP SIZE 16" X 20" X 2", MATERIAL #6905269		



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Item	Material Quantity	Unit	Description Price per unit	Net value
00370	130 DS0301025	each	78.80	10,244.00
FILTER, CARBON VILEDON MINI CP SIZE 20" X 24" X 2", MATERIAL #6905266				
00380	13 DS0301030	each	105.85	1,376.05
FILTER, VILEDON, 12 X 24 X 12 CP CARBON, MATERIAL #6904402.				
00390	31 DS0301035	each	336.25	10,423.75
FILTER, VILEDON, 12 X 24 X 12 MVFR95 CL-1, MATERIAL #6914347.				
00400	33 DS0301040	each	111.40	3,676.20
FILTER, VILEDON, 24 X 24 X 12 CP, MATERIAL #6904400.				
00410	19 DS0301045	each	436.50	8,293.50
FILTER, VILEDON, 24 X 24 X 12 MVFR95 CL-1, MATERIAL #6914346.				
00420	31 DS0301050	each	163.85	5,079.35
FILTER, VILEDON, 20 X 20 X 12 CP CARBON, MATERIAL #6904356				



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Item	Material Quantity	Unit	Description	Price per unit	Net value
00430	7 DS0301055	each		374.30	2,620.10
			FILTER, VILEDON, 20 X 20 X 12, MVFR95 CL-1, MATERIAL #6909682		
00440	7 DS0301060	each		112.05	784.35
			FILTER, VILEDON, 20 X 24 X 12 CP, CARBON, MATERIAL #6904470		
00450	7 DS0301065	each		384.80	2,693.60
			FILTER, VILEDON, 20 X 24 X 12, MVFR95 CL-1, MATERIAL #909680		
00460	7 DS0301070	each		122.55	857.85
			FILTER, VILEDON, 20 X 24 X 4 CP CARBON, MATERIAL #6904584		
00470	14 DS0301075	each		121.05	1,694.70
			FILTER, VILEDON, 20 X 24 X 4 MINI 95, MATERIAL #6901581		
	14	each		114.40	1,601.60
	<b>139,256.95</b>				

**For Chief Procurement Officer,  
Procurement Department**

## AIR FILTERS

### WAREHOUSE REQUIREMENT CONTRACT

#### Information for Bidders

#### AWARD METHOD

##### 1. AWARD TO SINGLE BIDDER:

It is the intent of the Port Authority of New York and New Jersey (the "Port Authority") to award an order 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

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 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 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 that have been deemed acceptable for the purpose intended, 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 the Port Authority 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 the Port

## **AIR FILTERS**

Authority's Material Stock Number and the Bidder's name and address. Sample products are to be sent directly to: the Port Authority of New York and New Jersey, Central Warehouse, 777 Jersey Ave, Jersey City, New Jersey 07310. All sample products submitted by the Bidder will be evaluated by the Port Authority, and the Port Authority 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 the Port Authority.

### **4. ENERGY STAR**

Where 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 informational purposes only.

#### **Recycling Definitions:**

For purposes of this solicitation, the following definitions 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-product generated

## AIR FILTERS

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 lesser amount of toxic constituents.

## **AIR FILTERS**

### **STANDARD TERMS AND CONDITIONS**

#### **1. GENERAL AGREEMENT**

The Vendor agrees to furnish and deliver on an "as needed" basis to the Port Authority's warehouses as set forth herein, the Authority's warehouse 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, and shall be fixed and firm for the duration of this contract. The contract term is 4 YEARS. There shall be no minimum quantities or dollars per Purchase Order release. 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.

#### **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 (hereinafter called the "Extension Period") subsequent to the Expiration Date of the Base Term or to the Expiration Date of the final exercised Option 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 Purchase Orders via facsimile message from the Port Authority. The Vendor must be able to receive orders via fax machine 24 hours a day, 7 days a week.

#### **4. PURCHASE ORDERS**

Releases against the Contract for the Port Authority warehouse(s) will be coordinated using Purchase Orders issued by the Inventory Control Group located at 777 Jersey Avenue, Jersey City, N.J. 07310. 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 Inventory Control Group. The Vendor shall deliver within 10 calendar

## **AIR FILTERS**

days from receipt of Purchase Order. There shall be no minimums per order.

## **5. ADDITIONAL ITEMS**

Additional related items may be added to this contract by the Contract Administrator, Central Warehouse. 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.

## **6. DELIVERY**

Delivery shall be, FOB delivered, to any or all warehouses listed. 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** follow the instructions in paragraph 6 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 Port Authority Purchase Order.
2. The Port Authority Stock Number.
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 warehouses will be accepted. When partial deliveries are made, the receiving warehouse must be notified as to when the balance of the order will be shipped.

## **AIR FILTERS**

### **7. DELIVERY CONDITIONS**

The Port Authority estimates an average of 2 deliveries per month to any one, or combination of delivery points listed. This number is based on past requirements and constitutes no guarantee as to the actual number of deliveries, or the delivery sites. Delivery of material must be within 10 calendar days from receipt of purchase order.

### **8. DELIVERY LOCATIONS AND RESTRICTIONS**

All shipments must be 'inside delivery' except where noted below:

Central Warehouse  
777 Jersey Ave.  
Jersey City, NJ 07310  
(201) 386-6806

JFK Int'l Airport Warehouse  
P.A. Administration Bldg. 14  
Jamaica, NY 11430  
(718) 244-3679

Newark Liberty Int'l Airport  
Building #11 Warehouse  
Newark, NJ 07114  
MUST BE 'TAIL GATE DELIVERY'  
(973) 961-6250

LaGuardia Airport Warehouse  
Bldg. 2B, Hangar 7 S.Wing  
Jackson Heights, NY 11371  
MUST BE 'TAIL GATE DELIVERY'  
(718) 533-3523

GWB Warehouse  
220 Bruce Reynolds Blvd.  
Fort lee, NJ 07024  
MUST BE 'TAIL GATE DELIVERY'  
(201) 346-4127

World Trade Center  
4 World Trade Center  
New York City, New York 10006  
MUST BE 'INSIDE DELIVERY'

## **AIR FILTERS**

The Port Authority shall have the unilateral right to add or delete delivery locations that are within the Port District. The Port District is defined as a 25-mile radius from the Statue of Liberty.

## **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, Jr. 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**

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, 5<sup>th</sup> Floor, Jersey City, New Jersey 07306.

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

## **AIR FILTERS**

### **14. TERMINATION**

The Port Authority may terminate this Contract with cause at any time and without cause within 5 business 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 "warehouse 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.

## AIR FILTERS

### 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 \_\_\_\_\_