

A Freedom of Information request has been submitted.

Request date: 03/29/2016

Requested by: Glenn Reed

Business: Software Services

Address: 152 Veterans Memorial Highway
Commack, NY, Zip: 11725

Contact: Phone: 631.670.1625
Email: glenn.reed@vehicletracking.com

Records seeking: 1. Any and all contracts related to the Port Authorities use of GPS, Fleet Management and/or Telematics Services.
2. Any and all contracts or agreements with GPS North America Services.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
PUBLIC RECORD ACCESS FORM

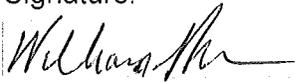
PRA # 16798

Action by (print / type name):

William Shalewitz

, Freedom of Information Administrator

Signature:



Date:

07/12/2016

On behalf of the Secretary of the Port Authority, as Records Access Officer and Custodian of Government Records of the Port Authority.

The requested records are being made available.

Any responsive records that may exist are currently in storage or archived, and a diligent search is being conducted. The Port Authority will respond by:

A diligent search has been conducted, and no records responsive to your request have been located.

The requested records that have been located are not being made available, as they are exempt from disclosure for the following specific reasons:

Some requested records that have been located are being made available. The remainder are exempt from disclosure for the following specific reasons:

The request does not reasonably describe or identify specific records; therefore, the Port Authority is unable to search for and locate responsive records. Please consider submitting a new request that describes or identifies the specific records requested with particularity and detail.

Other:

Material responsive to your request can be found on the Port Authority's website at <http://corpinfo.panynj.gov/documents/16798-C>. Paper copies of the available records are available upon request.

This form is promulgated by the Port Authority pursuant to the Port Authority Public Records Access Policy and is intended to be construed consistent with the New York Freedom of Information Law and the New Jersey Open Public Records Act. It is intended to facilitate requests for Port Authority public records and does not constitute legal advice.



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

FOCUS CAMERA LLC
905 MCDONALD AVENUE
BROOKLYN NY 11218

<p>CONTRACT</p> <p>Contract Number/Date 4600010424 / 06/23/2015</p> <p>Contact person/Telephone Nancy Ubilla/212-435-4605</p> <p>Our fax number 212-435-4697</p>

Your vendor number with us
170637

Valid from: 06/26/2015
Valid to: 06/25/2016

Item	Material Quantity	Unit	Description Price per unit	Net value
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THIS IS A ONE (1) YEAR REQUIREMENTS CONTACT FOR ELECTRONICS TO COMMENCE ON 6/26/2015 - 6/25/2016,

PRICES IN REFERENCE TO GSA CONTRACT #GS-02F-111BA AND RFQ#6000121186 SIGNED AND DATED 6/28/16.

"WAREHOUSE REQUIREMENT CONTRACT, INFORMATION FOR BIDDERS" IS HEREBY MADE PART OF THIS CONTRACT.

CONTACT: JOSEPH KORMAN 201-386-6875.

00010 001508100

GARMIN NUVI 52LM PORTABLE GPS SYSTEM, PART NUMBER: 010-01115-01

00020	17	each	149.00	2,533.00
	001508101			

GARMIN NUVI, 760LMT PORTABLE GPS SYSTEM. FOR TRUCK ROUTES USERS NEED TO CONTACT
MANAGER-CENTRAL AUTOMOTIVE TO GET GP.

	2	each	367.00	734.00
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Item	Material Quantity	Unit	Description	Price per unit	Net value
00030	BQ2000300		CAMERA, MINI DOME NETWORK SECURITY HD CAMERA. SONY #SNC-DHI40T. SUPPORTS H.264, MPEG-4, JPEG COMPRESSION FORMATS, DUAL STREAMING CAPABILITY, PICTURE QUALITY IN HD 720P AT 30 FPS, HIGH SPEED "EXMOR" CMOS SENSOR, EASY FOCUS FUNCTION/EASY ZOOM FUNCTION, INTELLIGENT MOTION DETECTION WITH TAMPER ALARM, POWER OVER ETHERNET CAPABILITY. PoE: AC 24 V, DC 12V, POWER CONSUMPTION: 8.0 W MAX. APPROX 1 LB 10 OZ, 5 5/8 x 4 3/4 INCHES. OPERATING SYSTEM: WINDOWS XP AND WINDOWS VISTA.		
			ACCESSORIES INCLUDE THE FOLLOWING: CD-ROM (USER'S GUIDE, SNC TOOL BOX), INSTALLATION MANUAL, TEMPLATE, WIRE ROPE, BRACKET, LAN CABLE, BNC CABLE, POWER INPUT CABLE, I/O CABLE, AUDIO CABLE, WARRANTY BOOKLET, M4 SHOULDER SCREW, M4 SCREWS (2).		
00040	4 EI0100008	each		1,298.00	5,192.00
			BATTERY, SONY ION LITHIUM MODEL #NP-FM50. USED ON SONY MAVICA MVC-250 CAMERA		
00050	3 EI0100015	each		59.00	177.00
			BINOCULAR, BUSHNELL H20, HIGH POWER 10 X 25 COMPACT FOLDABLE BINOCULAR, MODEL #130105		
00060	38 EI0100016	each		44.00	1,672.00
			CAMCORDER, SONY #HDCRX405 B VIDEO CAMERA WITH 2.7-INCH LCD (BLACK)		
00070	8 EI0100018	each		228.00	1,824.00



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Item	Material Quantity	Unit	Description	Price per unit	Net value
			TAPE, CAMCORDER DVM 60 PR2 MINI-DV (USED WITH EI0100016) MODEL #HQADVM605.		
00080	18 EI0100021	each		13.95	251.10
			PICTURE CARD, OLYMPUS M2GBN 2GB XD MEMORY CARD - TYPE M, MFR PART # 200495. COMPATIBLE WITH FUJI F470 FINEPIX CAMERA.		
00090	15 EI0100022	each		24.95	374.25
			CASE, CAMERA, FC-CA15B-L STANDARD LARGE DIGITAL CAMERA CASE FC-CA15B-L		
00100	75 EI0100023	each		6.48	486.00
			BATTERY, RECHARGEABLE, FUJI #NP-40 OR SAKAR NP40F. FOR FUJI F470 FINEPIX CAMERA.		
00110	3 EI0100025	each		10.95	32.85
			CAMERA, DIGITAL. FUJIFILM FINEPIX AX660, KODAK PIXPRO FZ41, SONY DSC-W830 OR NIKON L32-RED.		
00120	187 EI0100036	each		119.00	22,253.00
			CARD, MICRO SD WITH SD CARD ADAPTER. 8GB. KINGSTON DIGITAL, UHS-I MEMORY CARD. 30 MB/S. PART NUMBER SDC108GB. MUST BE A CLASS 10.		
00130	110 EI0100041	each		6.94	763.40



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Item	Material Quantlty	Unit	Description	Price per unit	Net value
00140	57 EI0100094	each	BINOCULAR, 10X42. WATERPROOF/FOGPROOF. EAGLE OPTICS RANGER# BIN-EO-RGR-4210 OR BUSHNELL LBGENE ULTRA# 191042. USED BY WILDLIFE STAFF.	379.94	21,656.58
00150	345 TV0100010	Package	FILM, INSTAX 200 INSTANT COLOR PRINT FILM #IS0800 (TWIN PACK), SIZE WIDE. USE IN CAMERA #EI0100093.	16.94	5,844.30
00160	4 TV0100015	each	TELEVISION, COLOR TV/DVD COMBINATION. 19" PROSCAN# PLED1945A. TV MUST HAVE THE FOLLOWING INTERFACE: VGA, HDMI, USB, RF IN, AV IN, DIGITAL AUDIO OUT (COAXIAL/OPTICAL), PC AUDIO INPUT, EXTERNAL SPEAKER OUT, AND COMPONENT IN (Y, PB, PR) + AUDIO.	156.99	627.96
00170	11 TV0100016	each	TELEVISION, 24" FHD LED HDTV/DVD COMBINATION - PROSCAN PRODUCT MODEL: PLEDV2488A. TV MUST HAVE THE FOLLOWING INTERFACE: VGA, HDMI, USB, RF IN, AV IN, DIGITAL AUDIO OUT (COAXIAL/OPTICAL), PC AUDIO INPUT, EXTERNAL SPEAKER OUT, AND COMPONENT IN (Y, PB, PR) + AUDIO.	214.94	2,364.34
	8	each	TELEVISION, 24 INCH, LED. 1080P. VIZIO# E24LI-A1. TELEVISION, 24 INCH. LED. 1080P. VIZIO# E24LI-A1. TV MUST HAVE THE FOLLOWING INTERFACE: VGA, HDMI, USB, RF IN, AV IN, DIGITAL AUDIO OUT (COAXIAL/OPTICAL), PC AUDIO INPUT, EXTERNAL SPEAKER OUT, AND COMPONENT IN (Y, PB, PR) + AUDIO.	210.00	1,680.00



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Item	Material Quantity	Unit	Description	Price per unit	Net value
00180	TV0100020		VCR/DVD COMBO. PHILIPS# DVP3345V, TOSHIBA# SDV296 OR FUNAI DV220FXS.		
	2	each		119.00	238.00
00190	TV0100025		MOUNT, TELEVISION, WALL MOUNTING SYSTEM. MFG. BY PBERLESS. MODEL #PM1327S, UP TO 27 INCH CRT TV'S.		
	4	each		84.00	336.00
00200	TV0100035		TELEVISION, 42 INCH. LED HDTV. LG# 42LY340C. TV MUST HAVE THE FOLLOWING INTERFACE: VGA, HDMI, USB, RF IN, AV IN, DIGITAL AUDIO OUT (COAXIAL/OPTICAL), PC AUDIO INPUT, EXTERNAL SPEAKER OUT, AND COMPONENT IN (Y, PB, PR) + AUDIO.		
	48	each		494.00	23,712.00
00210	TV0100037		MONITOR, SAMSUNG. DM-D SERIES. 40" SLIM DIRECT-LIT LED DISPLAY. SAMSUNG DM40D. MUST HAVE EMBEDDED PC.		
	57	each		1,366.00	77,862.00
00220	TV0100039		MOUNT, TILT. PLASMA & LCD TV FLAT WALL MOUNT. UNIVERSAL DESIGN FOR 22" TO 37" DISPLAYS. DIGICOM# PMA-6031. USED ON 26 INCH TV0100015.		
	5	each		34.00	170.00
00230	TV0100042				



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Item	Material Quantity	Unit	Description	Price per unit	Net value
			BRACKET, UNIVERSAL, MOUNTING UP TO 37" DIGICOM PMA-6031		
00240	4 TV0100043	each		34.00	136.00
			BRACKET, WALL MOUNT. DIGICOM SUPER THIN FLAT/TILT WALL MOUNT FOR FLAT PANEL TELEVISION FOR 40" TO 80" INCHES. DIGICOM# PMA-5031. SHARP AQUOS.		
00250	2 TV0100045	each		34.00	68.00
			TELEVISION, 39". LCD. LG# 39LN5300 OR 39LY340C.		
00260	10 TV0100046	each		384.94	3,849.40
			BRACKET, DUAL CEILING MOUNT. CHIEF# MCB1U. DOES NOT COME WITH CEILING PLATES AND EXTENSION COLUMN.		
00270	3 TV0100047	each		290.00	870.00
			BRACKET, TV, WALLMOUNT, PORTRAIT DISPLAY FITS MOST 32"-47" TV, WITH A 16" CENTER STUD, CHIEF MODEL #MTMPU		
00280	37 TV0100048	each		134.00	4,958.00
			PROJECTOR, DIGITAL. BENQ # MW665.		
00290	8 TV0100050	each		699.00	5,592.00



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Item	Material Quantity	Unit	Description	Price per unit	Net value
			DVD Player, Sony DVP SR510H		
00300	20 TV0100052	each		48.00	960.00
			TELEVISION, 50 INCH. LED. 1080P. SANSUI# SLED5018. TV MUST HAVE THE FOLLOWING INTERFACE: VGA, HDMI, USB, RF IN, AV IN, DIGITAL AUDIO OUT (COAXIAL/OPTICAL), PC AUDIO INPUT, EXTERNAL SPEAKER OUT, AND COMPONENT IN (Y, PB, PR) + AUDIO.		
00310	24 TV0100055	each		980.00	23,520.00
			TELEVISION, 60 INCH. LED. 1080P. LG# 60LY340C. TV MUST HAVE THE FOLLOWING INTERFACE: VGA, HDMI, USB, RF IN, AV IN, DIGITAL AUDIO OUT (COAXIAL/OPTICAL), PC AUDIO INPUT, EXTERNAL SPEAKER OUT, AND COMPONENT IN (Y, PB, PR) + AUDIO.		
00320	21 TV0100060	each		1,149.00	24,129.00
			BRACKET, TELEVISION UNIVERSAL. TILT WALL MOUNT FOR 32"-55" LED MONITOR, MUSTANGA V MV-ARM-M		
00330	20 TV0100065	each		124.00	2,480.00
			MOUNT, TILT DIGICOM #PMA-5031, *USED ON 40"-70" PLASMA TELEVISION.		



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Item	Material Quantity	Unit	Description Price per unit	Net value
00340	53 TV0100070	each	34.00	1,802.00
			TELEVISION, 22" SAMSUNG, MODEL #UN22F5000, LCD, HDTV.	
00350	3 TV0100075	each	183.00	549.00
			TV, 32" COLOR PROSCAN LED TV/DVD COMBO #PLDV321300	
00360	19 TV0100085	each	299.00	5,681.00
			BRACKET, FULL-SERVICE WALL MOUNT FOR 40" TO 60" DISPLAYS PEBERLESS #DS-VW765-LAND	
00370	28 TV0100090	each	354.00	9,912.00
			BRACKET, TELEVISION. PLA SERIES ARTICULATING DUAL WALL ARM WITH VERTICAL ADJUSTMENT FOR 42" TO 95" DISPLAYS. WEIGHT CAPACITY 200LB. BLACK WITH POWER COAT FINISH, PEBERLESS MODEL: PLAV70-UNL, UPC CODE 735029243359.	
00380	4 TV0100100	each	450.00	1,800.00
			PRINTER, PHOTO CANNON PIXMA-PRO 100	
00390	2 BQ2000240	each	399.00	798.00
			BRACKET, CAMERA. INDOOR WALL MOUNT. SONY #UNIUMB1. USED WITH MINI CAMERA (BQ2000300).	



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Item	Material Quantity	Unit	Description	Price per unit	Net value
00400	4 BQ2000250	each		99.00	396.00
			SECURITY MONITOR, ORION 19RCR, TFT LCB		
	34	each		555.00	18,870.00
					277,154.18


For Chief Procurement Officer,
Procurement Department

ELECTRONICS

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

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 Authority's Material Stock Number and the Bidder's name and address. Sample products are to

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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 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

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included in the broader category of "Recovered Material".

- c. "Pre-consumer Material" shall be defined as any material or by-product generated after the manufacture of a product but before the product reaches the consumer, such as damaged or obsolete products. Pre-consumer Material does not include mill and manufacturing trim, scrap, or broken material that is generated at a manufacturing site and commonly reused on-site in the same or another manufacturing process.
- d. "Recycled Product" shall be defined as a product that contains the highest amount of post-consumer material practicable, or when post-consumer material is impracticable for a specific type of product, contains substantial amounts of Pre-consumer Material.
- e. "Recyclable Product" shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.
- f. "Waste Reducing Product" shall be defined as any product that will result in less waste generated due to its use rather than another product designed to serve the same function with a greater waste generation rate. This shall include, but not be limited to, those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

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 1 YEAR. 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 subsequent to the Expiration Date of the Base Term, or the Expiration Date of the final exercised Option Period (hereinafter called the

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"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 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 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 Manager, Purchasing Services Division. 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 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.

ELECTRONICS

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.

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.

Television orders shall be delivered directly to the end user at their specified location. All television orders will not be delivered to any of the Warehouse locations listed unless the Contractor has been directed to deliver to a Warehouse location, in writing, prior to the purchase order being created.

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

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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, Hanger 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'

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. 30 DAY RETURN AND EXCHANGE POLICY

The Port Authority of New York and New Jersey reserves the right to return damaged merchandise within 30 calendar days of receipt of delivery for a full refund or exchange for the same product. All returned products will be repacked in the original box and packing with UPC intact and include all accessories, manuals, and unfilled warranty cards. Vendor will be responsible for having the merchandise picked up at the end user location or at one of the delivery locations as mentioned in Section 8 at their expense. The Port Authority of New York and New Jersey will not pay any restocking fees.

10. LEGAL HOLIDAYS

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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

11. MATERIAL SAFETY DATA SHEETS

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

12. 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.

13. 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, 5th Floor, Jersey City, New Jersey 07306.

14. 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.

15. 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

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allowance shall be made for anticipated profits. The Vendor shall complete delivery of all items ordered before receipt of the notice of termination.

16. 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.

17. 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.

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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")

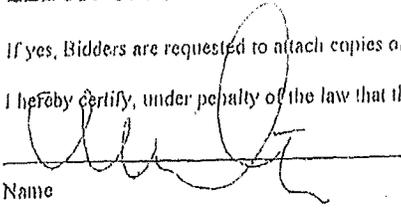
- ISO 14000 or adopted some other equivalent environmental management system
- Other industry environmental standards (where applicable), such as the C2RES principles, LEED Certification, C2C Protocol, Responsible Care Codes of Practice or other similar standards
- Third Party product certifications such as Green Seal, Scientific Certification Systems, Smartwood, etc.

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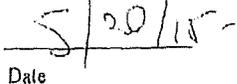
If yes, Bidders are requested to attach copies of the certificates obtained.

I hereby certify, under penalty of the law that the above statements are true and correct.

Name

A handwritten signature in black ink, appearing to be 'A. J. [unclear]', written over a horizontal line.

Date

A handwritten date '5/20/15' written over a horizontal line.