



REQUEST FOR QUOTATION

<p>Contact person/Telephone Larry Waxman/201-395-3451</p>	<p>Collective# 0000035928</p> <p>Bid Due Date 12/30/2013</p> <p>Bids must be received no later than 11:00 AM on the above Bid Due Date.</p> <p>Deliver Goods/Services To: Path Consolidated Maintenance Shop Academy Street</p>
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Quantity	Description	Unit Price	Total
	<p style="text-align: right;">Jersey City NJ 07302</p> <p>CEMBRE MACHINE USED ON AND FOR Pandrol Fast Clip installation/removal machine meeting the following requirements FURNISH AND DELIVER IN ACCORDANCE WITH THE FOLLOWING:</p> <p>NOTE: These services may be funded in whole or in part by the Federal Transit Administration (FTA). Accordingly, the FTA requirements will be required as part of the agreement and will be applicable to the performance of such services.</p> <p>The machine shall be the CEMBRE Model PCM-FY including a Pump Unit, Clamp Unit, Support Carriage, and Connecting Rod, or approved equal USED FOR Pandrol Fast Clip installation/removal. THE machine meeting the following requirements.</p> <ul style="list-style-type: none"> - The machine must be capable of installing or removing Pandrol Fast Clips on wood, steel, or concrete ties, or direct fixation track without damaging any track component. - Must be equipped with a fail-safe braking system that will prevent it from moving along the track without an operator being present. - Must be equipped with a four-cycle Honda engine to power the hydraulic system that activates the clamping units. - Must be designed to be easily mounted on track by two operators without the use of any lifting equipment. - Must be capable of inserting or removing two clips 		
	PLEASE QUOTE FULLY DELIVERED PRICES	PAYMENT TERMS	Total Delivered Price

This Quotation is subject to the terms and conditions set forth on the back page hereof. Bidder is advised to read these before signing.

We have read the instructions and, if favored with an order, we agree to furnish the items enumerated herein at the prices and under the conditions indicated.

Signed _____
 Firm Name _____
 Telephone number _____ Date _____
 Fax Number _____
 Federal Taxpayer ID _____

**Bidder
Must
Sign
In
Two
Places**

NOTICE TO BIDDERS: Unless the following term of assurance that the above offer is irrevocable is signed, the offer submitted herein shall not be deemed to be complete.

The foregoing offer shall be irrevocable for 90 days after the date on which The PORT AUTHORITY TRANS-HUDSON CORPORATION opens this proposal.

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	<p>simultaneously, or inserting/removing clips on one side of the rail when there are no clips on the opposite side.</p> <ul style="list-style-type: none"> - Clamps must be fully adjustable enabling the complete or partial removal of clips for rail distressing operations without need of adjustment to the hydraulic system. - Must not shunt the track signal system. - Must have three spot lights to facilitate use in night work and tunnel system. <p>WITH BID RESPONSE ADVISE EQUIPMENT TO BE OFFERED: MANUFACTURER: _____ PLANT LOCATION: _____ MAKE/MODEL/PART NUMBER: _____</p> <p>IF OFFERING OTHER THAN CEMBRE Model PCM-FY AS SPECIFIED INCLUDE WITH YOUR BID RESPONSE TWO COPIES OF CATALOG CUTS/SPECIFICATIONS/DRAWINGS FOR PORT AUTHORITY REVIEW AND APPROVAL.</p> <p>ALL MATERIAL QUOTE FOB DELIVERED PRICING. IN THE EVENT OF AN ORDER ADVISE DELIVERY IN DAYS ____ A.R.O.</p> <p>IN THE EVENT OF AN ORDER DELIVER TO: Consolidated Maintenance Facility, 120 Academy Street,</p>				
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	<p>Jersey City, New Jersey 07302.</p> <p>Delivery must be made between the hours of 8:00 AM and 2:00 PM weekdays. Contact Mr. John Wargo 24 hours prior to delivery at (201) 264-7770 for instructions.</p> <p>Invoices for payment must be sent to:</p> <p>Port Authority Trans-Hudson Corporation 120 Academy Street Jersey City, New Jersey 07302 Attention: Yifeng Mao</p> <p>PLEASE FOLLOW RETURN TO BID INSTRUCTIONS. REPLY IF POSSIBLE ONLY ON PATH/PA REQUEST FOR QUOTATION FORM AS ATTACHING YOUR COMPANIES TERMS & CONDITIONS MAY CAUSE YOUR BID TO BE DEEMED NON RESPONSIVE AND OR DELAY AN AWARD ISSUED.</p> <p>QUESTIONS ONLY CONTACT: LARRY WAXMAN TEL: 201 395 3451 OR EMAIL: Lwaxman@panynj.gov</p>				
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	<p>This is a Formal Bid Invitation Mail Sealed Bids to:</p> <p>The Port Authority of NY & NJ Attn: Bid Custodian Procurement Department 2 Montgomery Street, 3rd Floor Jersey City, NJ 07302</p> <p>by the date and time listed above, where it will be publicly opened and read.</p> <p>Bids are only accepted Monday through Friday, excluding Port Authority holidays, between the hours of 8 A.M. & 5 P.M., via regular mail, express delivery service or hand delivery.</p> <p>If you do not use or have an envelope provided, you must clearly mark the outside envelope/package with 'BID ENCLOSED' and show the company name, address, as well as Bid number and Due date as stated on this bid document.</p> <p>A valid photo id is required to gain access into the building, to attend the bid opening or hand deliver a bid.</p>		
2 EA	<p>Pandrol Fast Clip Installation/Removal</p>		
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PURCHASE ORDER TERMS AND CONDITIONS

1. The Port Authority (Authority) reserves the right to request information relating to seller's responsibility, experience and capability to perform the work.

2. WARRANTY – The Seller warrants that the supplies or equipment delivered hereunder shall be free from all defects in material and workmanship and shall comply with all the requirements of this Order for a period of one (1) year from date such supplies or equipment are placed in use.

3. PAYMENT – The Total Delivered price shall include the separate unit and total FOB delivered prices. Payment terms are net 30 days. Cash discounts for prompt payment of invoices may be taken but will not be considered in determining award, except in the case of tie bids.

Unless otherwise provided, complete shipment of all items must be in one delivery FOB delivery point. Payment will not be made on partial deliveries unless authorized in advance by the party to be charged and the discount, if any, will be taken on the total order.

4. CHANGES – Acceptance of seller's offer will be only by Purchase Order Form signed by the PA. The Authority may at any time, by a written order, make changes within the general scope of this Purchase Order, in any one or more of the following: (a) drawings, designs, or specifications; (b) method of shipment or packing; and (c) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this Purchase Order, an equitable adjustment shall be made in the Purchase Order price or delivery schedule, or both, and the Purchase Order shall be modified in writing accordingly. Any claim by the Seller for adjustment under this section must be asserted within 30 days from the date of receipt by the Seller of a notification of change: provided, however, that nothing in this section, "CHANGES," shall excuse the Seller from proceeding with the Purchase Order as changed. Except as otherwise provided herein no payment for CHANGES shall be made, unless the Changes and adjustments in price, if any, have been authorized in writing by the Authority.

5. INSPECTION AND ACCEPTANCE – Inspection and acceptance will be conducted at the destination, unless otherwise provided. Any risk of loss will be the Seller's responsibility until such delivery and acceptance made, unless loss results from negligence of the Authority.

6. VARIATION IN QUANTITY – No variation in the quantity of any item called for by this Purchase Order will be accepted unless such variation has been caused by

conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this Purchase Order.

7. DEFAULT-DELAYS – The Authority may cancel this Purchase Order in whole or in part in the event that seller fails or refuses to deliver any of the items purchased, within the time provided or otherwise violates any of the conditions of this Purchase Order, or if it becomes evident that the seller is not conducting the work in accordance with the specifications or with such diligence as to permit delivery on or before the delivery date. In the event the Authority cancels this Purchase Order in whole or in part as herein provided, the buyer may procure, upon such terms and in such manner as the buyer may deem appropriate, materials or services similar to those so cancelled and the seller shall be liable to the Authority for any excess costs for such similar materials or services; provided, that the seller shall continue the performance of this Purchase Order to the extent not terminated under the provisions of this article. The rights and remedies of the buyer provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.

8. TERMINATION – The Authority may terminate this Purchase Order, in whole or in part, at any time by written notice to the seller when it is in the Authority's best interest. The seller shall be paid for items received and accepted, including shipping costs, if applicable, up to the time of termination. The seller shall promptly submit its termination claim to the Authority to be paid to the seller.

9. FEDERAL, STATE & LOCAL TAXES – Sales to the PA and to PATH are currently exempt from New York and New Jersey State and local taxes and generally from federal taxation. The seller certifies that there is no federal, state, municipal or any other taxes included in the prices shown hereon.

10. The PA shall have the absolute right to reject any or all proposals or to accept any proposal in whole or part and to waive defects in proposals.

11. Bidder may offer alternate manufacturer / brands, which shall be subject to Port Authority approval. Please indicate details of product being offered with bid.

12. If the seller fails to perform in accordance with the terms of this purchase order, the PA may obtain the goods or services from another contractor and charge the seller the difference in price, if any, a reletting cost of \$100, plus any other damages to the PA.

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13. Upon request, sellers are encouraged to extend the terms and conditions of any terms agreement with the PA to other government and quasi-government entities by separate agreement.

14. By signing this quotation or bid, the seller certifies to all statements on Form PA 3764A regarding non-collusive bidding; compliance with the PA Code of Ethics; and the existence of investigations, indictments, convictions, suspensions, terminations, debarments and other stated occurrences to assist the PA in determining whether there are integrity issues which would prevent award of the contract to the seller. The PA has adopted a policy set forth in full on PA 3764, that it will honor a determination by an agency of the State of New York or New Jersey that a bidder is not eligible to bid on or be awarded public contracts because the bidder has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing wage legislation. The Terms and Conditions of PA 3764A apply to this order. A copy can be obtained by calling (201) 395-3405 or at <http://www.panynj.gov/business-opportunities/pdf/PA3764A.pdf>

15. The vendor may subcontract the services or use a supplier for the furnishing of materials required hereunder to such persons or entities as the Manager, Purchasing Services may from time to time expressly approve in writing. All further subcontracting shall also be subject to such approval.

16. The successful bidder (vendor) shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or that goods will be, are being or have been provided to it and/or that services will be, are being or have been performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

17. FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS (for purchase orders in excess of \$2,500) -- The attached cited Federal Acquisition Regulation clauses shall be incorporated herein.

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FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS

1. INCORPORATION OF FEDERAL TERMS – As used herein, the term “Agreement” shall mean “Purchase Order”. This Agreement is anticipated to be partially funded by the Federal Transit Administration.

Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests that would cause the Authority to be in violation of the FTA terms and conditions.

Each and every provision required by the FTA to be inserted in this Agreement shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. If any provision of this Contract shall be such as to effect non-compliance with any FTA requirement, such provision shall not be deemed to form part hereof, but the balance of this Agreement shall remain in full force and effect.

2. FEDERAL CHANGES –The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of this Contract. Contractor’s failure to so comply shall constitute a material breach of this Contract. The most recent Federal laws, regulations, policies, and administrative practices apply to this Contract at any particular time, unless FTA issues a written determination otherwise. All standards or limits within this document are minimum requirements, unless modified by the FTA.

3. NO FEDERAL OBLIGATIONS TO THIRD PARTY – The Authority and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Authority, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal Assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

4. ORGANIZATIONAL CONFLICT OF INTEREST

A. This Contract may give rise to a potential for an organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under the contract may, without some form of restriction on future activities; result in an unfair competitive advantage to the Contractor.

(i) The Contractor shall have access to confidential and/or sensitive Authority information in the course of contract performance. Additionally, the Contractor may be provided access to proprietary information obtained from other contracted entities during contract performance. The Contractor agrees to protect all such information from disclosure unless so authorized, in writing, by the Authority and to refrain from using such information for any purpose other than that for which it was furnished.

(ii) To the extent that the Contractor either (a) uses confidential and/or sensitive Authority information or proprietary information obtained from other Authority contractors to develop any form of document, report, or plan that is determined by the Authority to be the basis, in whole or in part, of any subsequent solicitation issued by the Authority or (b) develops written specifications that are used in any subsequent solicitation issued by the Authority, the Contractor agrees that it shall not be eligible to compete for such subsequent solicitation(s) as a prime or principal contractor or as part of any teaming arrangement unless the Authority provides, in writing, a specific waiver of this restriction. The duration of any restriction imposed under this subparagraph shall not exceed the length of the initial performance period of any subsequently awarded contract for which the Contractor was ineligible to compete.

B. The Contractor, by submitting its bid or proposal, agrees to the above stated conditions and terms and further agrees to perform all duties under the contract and, in doing so, not to enter into contractual agreements with Authority prime contractors and first-tier subcontractors in such a way as to create an organizational conflict of interest.

C. If the Authority determines that the Contractor has violated any term of this numbered clause, the Authority may take any appropriate action available under the law or regulations to obtain redress to include, but not be limited to, requiring the Contractor to terminate any affiliation or contractual arrangement with an Authority prime contractor or first-tier subcontractor at no cost to the Authority; determining the Contractor ineligible to compete for or be awarded any subsequent or “follow-on” contracts that may be based upon the Contractor’s actions under this Contract or violations of this numbered clause, or terminating this Contract, in whole or in part.

4. ACCESS TO RECORDS AND REPORTS - The Contractor agrees to provide the Authority, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor also agrees, pursuant to 49 CFR 633.15 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to the Contractor's records and construction sites pertaining to the project.

The Contractor agrees to provide the Authority, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any

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books, documents, papers and record of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions.

The Contractor shall make available records related to the contract to the Authority, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after final payment is made by the Authority and all other pending matters are closed, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case the Contractor agrees to maintain same until the Authority, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

This requirement is independent of the Authority's requirements for record retention contained elsewhere in the contract documents.

5. CIVIL RIGHTS

A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, and section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or

age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 42 U.S.C. § 623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

C. The Contractor also agrees to include these requirements in each subcontract related to this project, modified only if necessary to identify the affected parties.

6. **CARGO PREFERENCE – USE OF UNITED STATES FLAG VESSELS** – If this Contract involves equipment, materials, or commodities that may be transported by ocean vessels, the Contractor herein agrees:

a. To utilize privately owned United States-flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

b. To furnish within twenty (20) days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) above to the FTA Administrator and grantee (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20230.

c. To include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

7. **ENERGY CONSERVATION** – The Contractor agrees to comply with the mandatory energy efficiency standards and policies within the applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §6321 *et seq.* The Contractor also agrees to ensure that all work performed under this Contract including work performed by a Subcontractor is in compliance with the requirements of this Section.

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8. FLY AMERICA – The Federal Government will not participate in the costs of international air transportation of any persons involved in or property acquired for this Contract unless that air transportation is provided by U.S.-flag air carriers to the extent service by U.S.-flag air carriers is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and with U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 through 301-10.143.

9. PREFERENCE FOR RECYCLED PRODUCTS – The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recover Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

10. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. The Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the contract or project. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under this Contract, financed in whole or in part with Federal assistance, the Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

C. The Contractor agrees to include the above two clauses in each subcontract related to this Contract. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

11. CERTIFICATION, DEBARMENT AND SUSPENSION – This contract is a covered transaction for purposes of 2 cfr parts 180 and 1200. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 2 cfr 180.995, or affiliates, as defined at 2 cfr 180.905, are excluded or disqualified as defined at 2 cfr 180.935 and 180.940. The Contractor is required to comply with 2 CFR 180, Subpart C and must include the requirement to comply with 2 CFR 180, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid, the bidder certifies as follows: The certification in this clause is a material representation of fact relied upon by the Port Authority of New York and New Jersey. If it is later determined that the bidder knowingly rendered an

erroneous certification, in addition to remedies available to the Port Authority of New York and New Jersey, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder agrees to comply with the requirements of 2 CFR 180, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

12. ADA ACCESS REQUIREMENTS - Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 *et seq.* and DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38.