REQUEST FOR QUOTATION

Collective# 0000041371 Bid Due Date 02/24/2015
Bids must be received no later than 11:00 AM on the above Bid Due Date.
Deliver Goods/Services To:
PATH
Consolidated Maintenance Facility
Academy Street
Jersey City NJ 07302

PAYMENT TERMS

Total Delivered Price

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SUPPLY AND DELIVER HARDWOOD TUNNEL AREA TIMBER TIES AS PER SPECIFICATION.</td>
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<td>Delivery to be made by flatbed truck.</td>
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<td>Deliver to:</td>
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<td>Consolidated Maintenance Facility, 120 Academy Street, Jersey City, New Jersey, 07302. Delivery must be made between the hours of 8:00 AM and 2:00 PM. Contact Nabil Asaad, 24 hours prior to delivery at(201) 216-7028 for instructions.</td>
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<td>PLEASE PROVIDE ESTIMATED LEAD TIME_______ DAYS</td>
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<td>Invoices for payment must be sent to:</td>
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<td>Port Authority Trans-Hudson Corporation</td>
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<td>120 Academy Street</td>
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<td>Jersey City, NJ 07302</td>
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<td>Attention: Nabil Asaad</td>
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<td>Attachments: &quot;PATH Way &amp; Structures Division Specifications for Timber Ties, Revised February 6, 2015&quot; is made part of this Bid. Ties shall conform to this specification.</td>
<td></td>
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</tr>
</tbody>
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PLEASE QUOTE FULLY DELIVERED PRICES

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____________________ Date________
Federal Taxpayer ID__________________

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.

Signed __________________________ Date________
Firm Name __________________________
This is a Formal Bid Invitation
Mail Sealed Bids to:
The Port Authority of NY & NJ
Attn: Bid Custodian
Procurement Department
2 Montgomery Street, 3rd Floor
Jersey City, NJ 07302
by the date and time listed above, where it will be publicly opened and read.

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.

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.

A valid photo id is required to gain access into the building, to attend the bid opening or hand deliver a bid.

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PAYMENT TERMS
**REQUEST FOR QUOTATION**

Collective 41371  
Bid Due Date 02/24/2015

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<th>Quantity</th>
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</table>
| 350 EA   | Hardwood Tunnel Area Timber Ties 6" x 9" x 8'3"  
6" x 9" x 8'3" Tunnel Timber Ties shall conform to Drawing No. WS061. Ties shall conform to PATH "SPECIFICATIONS FOR TIMBER TIES" Revision Dated February 6, 2015. | | |

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Signed ___________________________ Date ___________
Firm Name ____________________________

Telephone number __________ Date __________
Fax Number ____________________________
Federal Taxpayer ID ____________________________

Bidder Must Sign in Two Places

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

Date 02/09/2015
1. The Port Authority (PA) reserves the right to request information relating to seller’s responsibility, experience and capability to perform the work.

2. 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.

3. PA 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.

4. Separate unit and total FOB delivered prices must be shown.

5. 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 are no federal, state, municipal or any other taxes included in the prices shown hereon.

6. 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.

7. Unless the phrase “no substitute” is indicated, bidder may offer alternate manufacturer / brands, which shall be subject to Port Authority approval. Please indicate details of product being offered with bid.

8. Acceptance of seller’s offer will be only by Purchase Order Form signed by the PA. No change shall be made in the agreement except in writing.

9. 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.

10. 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.

11. 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 3764A, 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/become-vendor.html

12. 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.

13. 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.

14. Neither the Commissioners of the Port Authority, nor Directors of PATH, nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Contractor with any liability, or held personally liable to the Contractor under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach, thereof.
PORT AUTHORITY TRANS-HUDSON CORPORATION
WAY & STRUCTURES DIVISION
SPECIFICATIONS FOR TIMBER TIES

Revised February 6, 2015

1. GENERAL

A. All timber crossties and contact rail ties shall be new and conform to the current edition of the American Railway Engineering and Maintenance-of-Way Association (AREMA) Manual, Volume 1, Chapter 30 "TIES," except as modified herein.

B. References to railway, railroad or Railroad Company shall be deemed to mean the Port Authority Trans-Hudson Corporation (PATH.)

2. MATERIAL

A. Ties shall be produced from oaks and from mixed hardwoods listed in the AREMA Manual, Volume 1, Chapter 30, Part 3, Section 3.1 "TIMBER CROSS TIES" except that the following species shall not be included: Firs, Douglas fir, Pines, Hemlocks, Larches, Redwoods, Spruces, Gums.

B. The percentage of oak ties shall be at least 50%.

3. QUALITY AND FABRICATION

A. Ties shall be free from defects that may impair their strength or durability such as decay, splits, shakes, holes, checks, slanting grain, large or numerous holes or knots.

B. Ties shall be straight, well sawed, cut square at the ends, have bottom and top parallel, and have bark entirely removed.

C. The AREMA Manual Part 3, Section 3.1.1.4 “Inspection”, shall govern defect type, size and location for determining acceptability of material.

4. DESIGN

A. Standard cross ties shall be 8 feet 6 inches in length; standard contact rail ties shall be 9 feet 6 inches in length. Standard cross ties and contact rail ties shall measure 7 inches deep by 9 inches wide in cross section. Standard cross ties and contact rail ties shall be used in open area track.

B. Tunnel cross ties and contact rail ties shall be dimensioned as shown on Drawing Nos. WS 061 (revision 02-06-15). Tunnel cross ties and contact rail ties shall measure 7 inches deep by 9 inches wide in cross section and machined as shown on Drawing No. WS 061 with dowels (as shown).

C. Tunnel block ties shall be dimensioned as shown on Drawing Nos. WPS 055. Tunnel block ties shall measure 7 inches deep by 9 inches wide in cross section and machined as shown on Drawing No. WS 055 with dowels (as shown). Lengths shall be as specified in the bid documents.
D. Thickness, width, and length specified are minimum dimensions for green ties. Dry or treated ties may be one quarter (1/4) inch thinner or narrower than the specified sizes. Ties exceeding these dimensions by more than one inch shall be rejected.

5. MACHINING, INCISING AND ANTI-SPLITTING DEVICES

A. All ties shall be incised and have anti-splitting devices applied prior to seasoning. Incising shall be performed in accordance with AREMA Manual Section 3.6.2 "Preparation of Material Prior to Treatment (1995)."

B. Dowels or nail plates only shall be used. Strip irons shall not be acceptable. Nail plates shall measure 6" by 8". Dowels shall be steel; either three or four fluted, and shall be ½ inch in diameter with 3/8-inch root diameter. Dowels shall be 8-3/4 inches long.

C. Dowels or nail plates shall be applied to each end of each tie in accordance with AREMA Manual Section 3.1.6 “SPECIFICATIONS FOR DEVICES TO CONTROL THE SPLITTING OF WOOD TIES” and Section 3.1.7 “APPLICATION OF ANTI-SPLITTING DEVICES.”

D. Machining for all ties shall be performed in accordance with AREMA Manual Section 3.1.4 “SPECIFICATIONS FOR MACHINING CROSS TIES (1993).”

6. CONDITIONING AND SEASONING

A. Ties shall be conditioned prior to preservative treatment. Conditioning shall be either by air-drying, Boulton Drying, or vapor drying.

B. The conditioning process shall conform to the AREMA Manual, Part 3, Section 3.6.3 "CONDITIONING PRIOR TO TREATMENT (2002)." The process shall reduce the moisture content of oaks to a level of 50% or less and of the mixed hardwoods to a level of 45% or less.

7. TREATMENT

A. Ties shall be treated with a creosote-coal tar solution (Grade C composition minimum) in conformance with the AREMA Manual Part 3, Section 3.7.2 "TREATMENT (2002)."

B. Treatment shall be by the full cell process to obtain the maximum net retention. Retention shall be 8 lbs/cuft min. or refusal.

8. MARKING, BUNDLING AND DELIVERY

A. Ties shall be marked prior to preservative treatment. Ties shall be branded in the middle top surface with symbols that indicate the year of manufacture and the identity of the plant.

B. Ties shall be bundled with steel strapping 25 to the bundle. Tie deliveries shall be made by flatbed truck, gondola, or rail flatcar as specified in the purchase order.
C. Tie delivery locations, whether by truck or railcar, shall be as stated on the bid documents. The Vendor shall notify the PATH representative of impending deliveries as stated in the bid documents.

9. INSPECTION AND CERTIFICATION

A. The Engineer may inspect ties at any time before, during, or after treatment for conformance to the Specifications. Additional inspection after delivery may be made to ensure ties conform to the Specifications.

B. The Manufacturer shall furnish, for each load of ties, a notarized certificate of compliance stating that the ties meet the requirements of these specifications.

10. MEASUREMENT AND PAYMENT

A. Measurement of acceptable material shall be the actual number of each timber tie manufactured and delivered in accordance with the specifications.

B. Payment shall be made for each timber tie delivered and accepted in accordance with the specifications, in the amount bid for each type furnished.

C. Material not meeting the requirements of the specifications will be rejected. Rejected material shall be returned to the vendor at his expense.

END OF SECTION