



# REQUEST FOR QUOTATION

**Contact person/Telephone**  
Rene Munoz / 201-395-7366  
Email: ReMunoz@panynj.gov

**Collective# 000041428 Bid Due Date 03/04/2015**  
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

Quantity	Description	Unit Price		Total	
	<p>Provide Flash Butt Welding as required.</p> <p>Attachments: "Port Authority Trans-Hudson Corporation, CWR Rail Welding" dated 2/11/15. Vendor is to provide pricing under "Schedule of Prices" section. All RFQ documents are to be returned with bid submission, including any issued addenda.</p> <p>Deliver to:</p> <p>Consolidated Maintenance Facility, 120 Academy Street, Jersey City, New Jersey, 07302. Delivery must be made between the hours of 7:00 AM and 2:00 PM. Contact Nabil Asaad, 24 hours prior to delivery at (201) 232-7926 for instructions.</p>				
	<b>PLEASE QUOTE FULLY DELIVERED PRICES</b>	<b>PAYMENT TERMS</b>		<b>Total Delivered Price</b>	

**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 \_\_\_\_\_  
EMail: \_\_\_\_\_

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.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Firm Name \_\_\_\_\_



# REQUEST FOR QUOTATION

Collective# 41428  
Bid Due Date 03/04/2015

Quantity	Description	Unit Price		Total	
	<p>This is a Formal Bid Invitation Mail Sealed Bids to:</p> <p>The Port Authority of NY &amp; 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. &amp; 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>				
	<p>Electric Flash Butt Welds - 100 RB rail</p>				
	<p><b>PLEASE QUOTE FULLY DELIVERED PRICES</b></p>			<p><b>Total Delivered Price</b></p>	

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Firm Name \_\_\_\_\_



# REQUEST FOR QUOTATION

Collective# 41428  
Bid Due Date 03/04/2015

Quantity	Description	Unit Price	Total
150.00	150 Each Electric Flash Butt Welds to weld 100 RB rail into strings in accordance with the attached requirements entitled "PORT AUTHORITY TRANS-HUDSON CORPORATION - CWR RAIL WELDING" Dated 02/11/2015. PRICING TO BE RECORDED UNDER THE SCHEDULE OF PRICING PORTION.  <b>The item covers the following services:</b> Electric Flash Butt Welds - 100 RB Rail		
85.00	Electric Flash Butt Welds - 115 RE 85 Each Electric Flash Butt Welds to weld 115RE rail into strings in accordance with the attached requirements entitled: "PORT AUTHORITY TRANS-HUDSON CORPORATION - CWR RAIL WELDING" Dated 02/11/15. PRICING TO BE RECORDED UNDER THE SCHEDULE OF PRICING PORTION.  <b>The item covers the following services:</b> Electric Flash Butt Welds - 115 RE rail		
<b>PLEASE QUOTE FULLY DELIVERED PRICES</b>		<b>PAYMENT TERMS</b>	<b>Total Delivered Price</b>

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Signed \_\_\_\_\_  
 Firm Name \_\_\_\_\_  
 Telephone number \_\_\_\_\_ Date \_\_\_\_\_  
 Fax Number \_\_\_\_\_  
 Federal Taxpayer ID \_\_\_\_\_  
 EMail: \_\_\_\_\_

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Signed \_\_\_\_\_ Date \_\_\_\_\_  
 Firm Name \_\_\_\_\_

## TERMS AND CONDITIONS

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**  
**CWR RAIL WELDING**

February 11, 2015

**A. SCOPE OF WORK**

The work includes the production of approximately 235 welds to form 35 strings of 100-8 rail and 20 strings of 115RE rail utilizing 80 ft. rails and shorts. Each string to be approximately 400 feet in length. The welding must utilize the electric flash butt method and appropriate welding equipment conforming to state of the art industry standards.

**B. SERVICES FURNISHED BY PATH**

PATH will furnish the rail, a suitable welding site, and necessary equipment and personnel to assist the contractor in the handling and setting up of rail for welding. The support from PATH will include the moving of rails from the stockpile to the welding roller line and the moving of welded strings from the welding plant to the storage location.

**C. WELDING REQUIREMENTS**

1. The contractor shall use a portable electric flash butt welder capable of meeting or exceeding all the American Railway Engineering and Maintenance-of-Way Association (AREMA) specifications pertaining to the fabrication of welded rail.
2. The contractor shall be governed and comply with all applicable AREMA "Manual of Railway Engineering" requirements specified in Volume 1, "Track", Chapter 4, "Rail", Part 3, "Joining of Rail", Section 3.10, "Specification for the Quality Assurance of Electric-Flash Butt Welding of Rail" and Section 3.11, "Specification for Fabrication of Continuous Welded Rail".
3. The contractor shall furnish qualified personnel to prepare the rails ends for welding, weld rail, remove the upset around the head, web and base of rail, inspect the welds, and perform the finish grinding of the welds (head, web and base of rail).
4. The contractor shall furnish all necessary consumables required in the operation of the welding plant, weld inspection, and grinding. The contractor shall also provide all necessary rollers to weld the rail into strings as specified above.

**D. INSURANCE**

### **Insurance Procured by the Contractor**

The Contractor shall take out, maintain, and pay the premiums on Commercial General Liability Insurance, including but not limited to premises-operations, products-completed operations, coverage for work within 50 feet of railroad, coverage for explosion, collapse and underground property damage, (XCU) and independent contractors coverage, with contractual liability language covering the obligations assumed by the Contractor under this Contract and, if vehicles are to be used to carry out the performance of this Contract, then the Contractor shall also take out, maintain, and pay the premiums on Automobile Liability Insurance covering owned, non-owned, and hired autos in the following minimum limits:

Commercial General Liability Insurance - \$ 2 million combined single limit per occurrence for bodily injury and property damage liability.

Automobile Liability Insurance - \$ 2 million combined single limit per accident for bodily injury and property damage liability.

In addition, the liability policy (ies) shall name “The Port Authority of NY & NJ and its wholly owned entities, their commissioners, directors, officers, partners, employees and agents as additional insured”, including but not limited to premise-operations, products-completed operations on the Commercial General Liability Policy. Moreover, the Commercial General Liability Policy shall not contain any provisions for exclusions from liability other than provisions for exclusion from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy (ies) and certificate of insurance shall contain separation of insured condition and severability of interests clause for all policies so that coverage will respond as if separate policies were in force for each insured. An act or omission of one of the insureds shall not reduce or void coverage to the other insureds. Furthermore, the Contractor’s insurance shall be primary insurance as respects to the above additional insureds. Any insurance or self insurance maintained by the above additional insureds shall not contribute to any loss or claim. These insurance requirements shall be in effect for the duration of the contract to include any warrantee/guarantee period.

The certificate of insurance and liability policy (ies) must contain the following endorsement for the above liability coverages:

***“The insurer(s) shall not, without obtaining the express advance written permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the Tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.”***

The Contractor shall also take out, maintain, and pay premiums on Workers' Compensation Insurance in accordance with the requirements of law in the state(s) where work will take place, FELA coverage where applicable and Employer's Liability Insurance with limits of not less than \$1 million each accident.

Each policy above shall contain a provision that the policy may not be canceled, terminated, or modified without thirty (30) days' prior written notice to the Port Authority of NY and NJ, Att: Facility Contract Administrator, at the location where the work will take place and to the General Manager, Risk Management.

The Port Authority may at any time during the term of this agreement change or modify the limits and coverages of insurance. Should the modification or change results in an additional premium, The General Manager, Risk Management for the Port Authority may consider such cost as an out-of-pocket expense.

Within five (5) days after the award of this agreement or contract and prior to the start of work, the Contractor must submit an original certificate of insurance, to the Port Authority of NY and NJ, Facility Contract Administrator, at the location where the work will take place. This certificate of insurance MUST show evidence of the above insurance policy (ies), stating the agreement/contract number prior to the start of work. The General Manager, Risk Management must approve the certificate(s) of insurance before any work can begin. Upon request by the Port Authority, the Contractor shall furnish to the General Manager, Risk Management, a certified copy of each policy, including the premiums.

If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as above required, then, if the Manager shall so direct, the Contractor shall suspend performance of the contract at the premises. If the contract is so suspended, no extension of time shall be due on account thereof. If the contract is not suspended (whether or not because of omission of the Manager to order suspension), then the Authority may, at its option, obtain insurance affording coverage equal to the above required, the cost of such insurance to be payable by the Contractor to the Port Authority.

Renewal certificates of insurance or policies shall be delivered to the Facility Contractor Administrator, Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Management must approve the renewal certificate(s) of insurance before work can resume on the facility. If at any time any of the certificates or policies shall become unsatisfactory to the Port Authority, the Contractor shall promptly obtain a new and satisfactory certificate and policy.

The requirements for insurance procured by the Contractor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Contractor under this contract. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Contractor against the obligations imposed on them by law or by this or any other Contract. [CITS#4709N]

**E. WORK SCHEDULE**

All work will be performed Monday through Friday, 7:00am to 3:00 pm. It is anticipated that welding will be completed between April 1, 2015 and April 30, 2015, scheduled at a mutually agreed time between PATH and the contractor.

**F. MEASUREMENT AND PAYMENT**

The number of welds to be measured and paid shall be the actual number of completed and accepted welds conforming to these specifications.

Payment will be made for each weld completed and accepted in conformance to the specifications at the Unit Price bid.

**SCHEDULE OF PRICES**

<b>BID ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>ESTIMATED QUANTITY</b>	<b>EXTENDED PRICE</b>
(A)	100-8 Welds	\$ _____	150 ea.	\$ _____
(B)	115RE Welds	\$ _____	85 ea.	\$ _____

**TOTAL BID PRICE [Extended (A) + (B)]** \$ \_\_\_\_\_