

## REQUEST FOR QUOTATION

<b>Vendor Name and No.:</b>     <b>Buyer:</b> John Santiago/212-435-4613/john.santiago@panynj.gov	<b>Collective/Bid #</b> <b>Bid Due Date</b> 46024                      06/03/2016  Bids must be received no later than 11:00 AM on the above Bid Due Date.  <b>Deliver Goods/Services To:</b> PATH Consolidated Maintenance Facility 120 Academy Street, Jersey City, NJ 07302
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Quantity	Description	Unit Price	Total
	RAILROAD BALLAST MATERIAL FOR PATH, PER ATTACHED SPECIFICATIONS, FOR A THREE (3) YEAR REQUIREMENTS CONTRACT TO COMMENCE APPROXIMATELY JUNE 30, 2016.  QUOTE FULLY-DELIVERED PRICES FOR DELIVERY TO ABOVE PATH ADDRESS. QUOTE IN US DOLLARS AND IN 2 DECIMAL PLACES ON THE "BALLAST MATERIAL BID PRICING SHEET" AND ON THIS BID/RFQ FORM. PRICES SHALL BE FIRM FOR THE CONTRACT TERM.  ORDERS WILL BE "AS-NEEDED". QUANTITIES SHOWN ARE ESTIMATES ONLY. THERE IS NO GUARANTEE AS TO THE QUANTITIES, IF ANY, THAT MAY ACTUALLY BE ORDERED.  Follow the Bid Submission Instructions. Submit this Bid in its entirety. Attaching your company's terms and conditions will cause your Bid to be deemed non-responsive and/or delay an award.  A price preference of 10 % is available for NY/NJ Minority and Women Business Enterprises (M/WBE) or 5% for NY/NJ Small Business Enterprises (SBE) certified by the Port Authority (PA) by the day before bid opening for awards not exceeding \$1,000,000. My firm was certified as a _____ on _____.		
	<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 \_\_\_\_\_

**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 \_\_\_\_\_

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<b>Vendor Name and No.:</b>	<b>Collective/Bid #</b> 46024	<b>Bid Due Date</b> 06/03/2016
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Quantity	Description	Unit Price	Total
	This is a Formal Bid Invitation  Bid Submission Instructions:  Sealed Bids must be submitted to and received at the following address by the due date and time listed on this Request for Quotation, where they will be publicly opened and read:  The Port Authority of NY & NJ Attn: Bid Custodian Procurement Department 4 World Trade Center 150 Greenwich Street, 21st Floor New York, NY 10007  Clearly mark the outside of your envelope/package with "BID ENCLOSED", the Collective/Bid Number and Due Date, and your complete company name and address.  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. Express carrier deliveries by commercial vehicles can be made via vendors approved by Silverstein Properties, the 4 World Trade Center (4WTC) Property Manager, through the Vehicle Security Center (VSC). Presently, UPS is the only delivery vendor with		
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Quantity	Description	Unit Price	Total
	<p>approved recurring delivery times. There is extensive security at the World Trade Center Site. Individuals must present a valid government-issued photo ID to enter 4 WTC. Individuals without packages or carrying small packages or boxes that can be conveyed by hand or on a hand truck may enter through the lobby. All envelopes, packages and boxes may be subject to additional security screening.</p> <p>There is no parking available at 4 WTC/150 Greenwich Street, and parking in the surrounding area is extremely limited. The Port Authority assumes no responsibility for delays, including, but not limited to delays caused by any delivery service, building access procedure or security requirement.</p> <p>A valid government-issued photo ID is required to gain access into the building to attend the bid opening or hand deliver a bid. Bids that are not received by the bid custodian by the scheduled bid opening date will be considered late.</p> <p>If any Addenda are posted or sent as part of this Bid, the Bidder shall complete, sign and include with its Bid the addenda form(s). In the event any Bidder fails to conform to these instructions, its Bid will nevertheless be construed as though the Addenda had been acknowledged. If the Bidder downloaded this solicitation document, it is the responsibility of the Bidder to periodically check the Port Authority website at <a href="http://www.panynj.gov/business-opportunities/bid-proposaladvertisements.html">http://www.panynj.gov/business-opportunities/bid-proposaladvertisements.html</a> and download any addenda that might have been issued in connection with this solicitation.</p>		
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## REQUEST FOR QUOTATION

Vendor Name and No.:	Collective/Bid # 46024	Bid Due Date 06/03/2016
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Quantity	Description	Unit Price	Total
2,250 TONS	#4 Ballast Estimated 3-year quantity. Refer to attached "General Terms and Conditions and Technical Specifications". Quote on attached "Ballast Material Bid Pricing Sheet" and include the "Total Estimated 3-Year Contract Price" on this Request for Quotation form as your "Total Delivered Price".		
2,250 TONS	#3 Ballast Estimated 3-year quantity. Refer to attached "General Terms and Conditions and Technical Specifications". Quote on attached "Ballast Material Bid Pricing Sheet" and include the "Total Estimated 3-Year Contract Price" on this Request for Quotation form as your "Total Delivered Price".		
<b>PLEASE QUOTE FULLY DELIVERED PRICES</b>		<b>PAYMENT TERMS</b>	<b>Total Delivered Price</b>

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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 (212) 435-4600 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  
GENERAL TERMS AND CONDITIONS AND TECHNICAL SPECIFICATIONS FOR  
BALLAST MATERIAL**

October 14, 2014

**SECTION 1 - GENERAL TERMS AND CONDITIONS**

**1.00 INFORMATION TO BIDDERS**

- A. It is the intent of the Port Authority of NY & NJ/Port Authority Trans-Hudson Corporation (PATH) to award an order to one Bidder based on the total estimated delivered price for all items. However, PATH 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.
- B. Each Bidder shall insure that all information and figures are inserted on the "Ballast Material Bid Pricing Sheet" as required and that all computations have been verified for accuracy. Bidders are advised that the PATH may verify only the quotation or quotations that it deems appropriate and may not check each bid for errors in computation. PATH reserves the unqualified right to recalculate any and all extensions set forth by the Bidder. In the event there is a discrepancy among any "Unit Price", "Total Estimated Contract Price", or the "Total Estimated 3-Year Contract Price", then the Bidder's "Unit Price" shall prevail. The unit prices quoted shall not exceed two (2) decimal places.

**1.01 GENERAL AGREEMENT**

- A. The Contractor agrees to furnish and deliver on an "as needed" basis to PATH the items set forth in the Bid within the calendar days specified and to provide testing and all other services necessary for the supply of such items to the satisfaction of PATH.
- B. The furnishing and delivery shall be at the prices quoted in the "Ballast Material Bid Pricing Sheet". The Contract term is for three (3) years beginning on the date of the Award.
- C. Quantities shown are estimates only, and there are no guarantees as to the quantity, if any, that may actually be ordered. In full consideration for the performance of all duties and obligations hereunder, the Contractor agrees to accept from PATH 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 be firm for the term of this Contract. The unit prices quoted shall not exceed two (2) decimal places.

**1.02 TERMINATION**

- A. The Port Authority/PATH may terminate this Contract with cause at any time or without cause within five (5) days written notice to the Contractor, and in such an event this Contract shall cease and expire on the date set forth in the notice of termination as fully and

completely as though such date was the original expiration date. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions of this agreement already performed but no allowance shall be made for anticipated profits. The Contractor shall complete delivery of all items ordered before receipt of the notice of termination.

**1.03 CONFLICT OF TERMS AND CONDITIONS**

- A. In the event of any conflict between these Contract terms and conditions and the terms and conditions on the Request for Quotation form, these standard terms and conditions shall prevail.

**1.04 DELIVERY**

- A. Delivery shall be FOB delivered to locations provided in the Bid. All deliveries shall be made between the hours of 7:00 a.m. and 2:00 p.m. within forty-eight (48) hours of placing the order unless otherwise noted in the specifications. The Contractor must contact Nabil Asaad twenty-four (24) hours prior to delivery for instructions.

- B. With each load of ballast deliveries, the Contractor shall provide weigh tickets containing the following minimum information:

- 1. The class (size) of ballast.
- 2. The PATH purchase order number.
- 3. The point of origin and the date of the shipment.
- 4. The name of the supplier.
- 5. The net weight of the ballast delivery.
- 6. The truck identification number.
- 7. The weigh station operator's signature and number.

- C. Unless specified otherwise in the order, deliveries shall be made to:

Port Authority Trans-Hudson Corporation  
Consolidated Maintenance Facility  
120 Academy Street  
Jersey City, NJ 07302

**1.05 MATERIAL SAFETY DATA SHEETS**

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

**1.06 UNION JURISDICTION**

- A. The Vendor is advised to ascertain whether any union now represented or not represented at the PATH facility will claim jurisdiction over any aspect of the operation to be performed hereunder including delivery. All shipments must be 'inside delivery'.

**1.07 BILLING**

- A. An invoice with a unique invoice number must be issued for all deliveries. The Contractor must attach backup delivery receipts, signed by a PATH representative, with Purchase Order number and release number. Unless otherwise specified, mail all invoices to the attention of the PATH representative specified in the Order at:

**Port Authority Trans-Hudson Corp.**  
120 Academy Street  
Jersey City, NJ 07302  
Attention: Nabil Asaad

## **SECTION II – TECHNICAL SPECIFICATIONS**

### **2.00 SCOPE AND DURATION**

- A. This Section specifies requirements for the manufacture and delivery of washed ballast material for use on the PATH rail system.
- B. This Contract is for a 3-year term beginning on the Date of the Award.
- C. Gradation for mainline ballast material shall be American Railway Engineering and Maintenance of Way Association (AREMA) Size 3 (2”-1” nominal size, also meets MTA-NYCTA for gradation) and as further specified herein. Gradation shall be determined with laboratory sieves having square openings conforming to ASTM specification E 11.

### **2.01 TYPES OF MATERIALS**

- A. Material for use as ballast shall consist of processed mineral aggregates conforming to the requirements of AREMA except that carbonate rocks and slag shall not be acceptable. Carbonate rocks include sedimentary rocks consisting primarily of carbonate materials such as limestone and dolomite. Slags are materials formed during metal making process.
- B. Acceptable ballast mineral aggregate type shall be either of the following:
  - 1. Traprock
  - 2. Granite
- C. Traprock is defined as any dark-colored, fine-grained, non-granitic hypabyssal or extrusive rock. Hypabyssal is defined as pertaining to igneous intrusion or to the rock of that intrusion whose depth is intermediate between that of plutonic and the earth's surface.
- D. Granite is a plutonic rock having an even texture and consisting chiefly of feldspar and quartz. A plutonic rock is defined as a rock formed at considerable depth by chemical alteration. It is characteristically medium to coarse grained, or granitoid texture.

### **2.02 PHYSICAL ANALYSIS**

- A. The method of sampling for purpose of analysis and testing shall be performed in accordance with the ASTM Method of Sampling, designation D 75. Test samples shall be reduced from field samples by the means of ASTM C 702.
- B. Sieve analysis shall be made in accordance with ASTM Method of Test, designation C 136. Material finer than the No. 200 sieve shall be determined in accordance with the ASTM Method of Test, designation C 117.
- C. The bulk specific gravity and percentage of absorption shall be determined in accordance

with the ASTM Method of Test, designation C 127.

- D. The percentage of clay lumps and friable particles shall be determined in accordance with the ASTM Method of Test, designation C 142.
- E. The resistance to degradation shall be determined in accordance with the ASTM Method of Test, designation C 535.
- F. The Sodium Sulfate Soundness tests shall be made in accordance with the ASTM Method of Test, designation C 88.
- G. The weight per cubic foot shall be determined in accordance with the ASTM Method of Test, designation C 29.
- H. The percent of flat or elongated particles shall be determined in accordance with ASTM Standard Test Method, designated D 4791. The dimension ratio used in this test method shall be 1:3.

**2.03 LIMITING TEST VALUES**

- A. The following values shall be the limiting testing values for the specified designated test method. The values for unit weight and bulk specific gravity are minimum values while the rest are maximum values. The values apply to both granite and traprock except for the degradation values as shown:

ASTM TEST	PROPERTY TESTED	LIMITING VALUE
C 117	Percent Passing No.200 Sieve	0.5 % (max.)
C 127	Bulk Specific Gravity	2.60 (min.)
C 127	Absorption Percent	1.0 (max.)
C 142	Clay Lumps and Friable Particles	0.5 % (max.)
C 535	Degradation (granite)	35 % (max.)
C 535	Degradation (traprock)	25 % (max.)
C 88	Soundness (Sodium Sulfate-5 cycles)	5.0 % (max.)
D 4791	Flat and/or Elongated Particles	5.0 % (max.)

**2.04 GRADATION**

- A. Gradation for mainline ballast material shall be AREMA Size 3 and as further specified below. Gradation shall be determined with laboratory sieves having square openings conforming to ASTM specification E 11.

MAINLINE OPEN AREA BALLAST (Size 3):

SIEVE	2½"	2"	1½"	1"	½"
% PASS	100	95-100	35-70	0-15	0-5

TUNNEL AREA BALLAST (Size 4)

SIEVE	2"	1½"	1"	¾"	d"
% PASS	100	90-100	20-55	0-15	0-5

**2.05 PRODUCTION AND HANDLING**

- A. The aggregate production facility shall be of such design to permit production and or blending without excessive working of the materials. Blending, stockpiling and other production and handling operations shall be managed to minimize segregation of the finished product. Production capacity of the facility must be adequate to efficiently produce quantity sufficient for daily loadings and stockpiles to ensure shipments without delays.
- B. Processed ballast shall be washed and/or rescreened as necessary to remove fine particle contamination as defined by the specifications or as directed by the PATH inspector/representative prior to stockpiling and/or loading and shipping.
- C. Processed ballast shall be delivered from the washing plant directly to clean trucks for shipment or to clean stockpile bins dedicated to the storage of one class of ballast only.

**2.06 INSPECTION**

- A. PATH or its representative reserve the right to visit the producer’s facility during usual business hours, unscheduled, for the following purposes:
  1. Observe sampling and testing procedures to assure compliance with the requirements of these specifications.
  2. Obtain representative samples of the prepared material being produced and shipped.
  3. Review plant inspection methods, quality control procedures, equipment, and examine test results of current and previous tests.
- B. The manufacturer shall provide the inspector with such assistance, materials, and laboratory testing equipment as necessary to perform, on production site, gradation and

percent passing No. 200 Mesh Sieve analysis. Performance of these tests at the time of an unscheduled visit is the right, but not the duty, of the inspector.

## **2.07 SAMPLING AND TESTING**

- A. The quality of the material to be used for ballast shall be determined prior to its acceptance by PATH. A series of tests as specified herein shall be made at a testing laboratory approved by PATH to establish the characteristics of the materials being tested. All costs associated with testing shall be borne by the Contractor.
- B. Once a source has been accepted to supply ballast material, periodic quality control samples shall be taken to ensure continued compliance with the specifications. A representative sample of prepared ballast shall be taken for gradation from each 1,000 tons of ballast being loaded for shipment. This sample shall be taken in accordance with ASTM D 75, and in the quantities listed within that standard. A gradation report shall be prepared on each sample containing the following information: Source identification, date, sample number, shipment number, and the sieve analysis. The gradation specification shall appear on the test form.
- C. In the event any two individual samples fail to meet the gradation requirement, immediate corrective action shall be taken to restore the production process to acceptable quality. The Contractor shall advise PATH in writing of the corrective action being taken. In the event of repeated failures (i.e. two or more samples failing in two successive shipments) PATH reserves the right to reject the shipment.
- D. A full range of laboratory testing, as defined in Sections 2.02, 2.03, and 2.04 of this specification, shall be performed at least two times a year, or as directed by PATH, to insure the quality of the material being produced. If the Contractor changes the location of the source or encounters changes within the supply source, laboratory testing shall be performed on the new material to ensure compliance with the specifications.
- E. Prior to any first shipment, the Contractor shall provide PATH with certified test results of ballast quality and gradation conducted by a testing laboratory accepted by PATH. The Contractor must receive the approval of PATH for the Testing Laboratory prior to performing the aforementioned tests.

## **2.08 SUBMITTALS**

- A. Test results shall be submitted prior to any ballast shipment to:
  - Port Authority Trans-Hudson Corporation
  - One PATH Plaza, 9<sup>th</sup> Floor
  - Jersey City, NJ 07306
  - Attention: Superintendent, Way & Structures Division
- B. With each load of ballast deliveries, the Contractor shall provide weigh tickets containing the following information minimum:

1. The class of ballast.
2. The PATH purchase order number.
3. The point of origin and the date of the shipment.
4. The name of the supplier.
5. The net weight of the ballast delivery.
6. The truck identification number.
7. The weigh station operator's signature and number.

**2.09 DELIVERY, MEASUREMENT AND PAYMENT**

- A. Ballast shall be delivered to locations stated in the Bid Documents.
- B. Ballast shall be loaded and delivered in clean trucks that are free from sand, dirt, rubbish, or any substance that might foul the ballast. The trucks shall be in good order and tight enough to prevent leakage or waste of material. Ballast which does not comply with these specifications or which - notwithstanding tests, inspection or acceptance at any previous time or location - is found to contain deficiencies upon delivery, including excess fines, will be rejected. Rejected material shall be removed from PATH property at the expense of the Contractor.
- C. Each shipment of ballast shall be covered with a tarpaulin or other means of cover during transport. Processed ballast shall be protected from snow and freezing rain during cold seasonal months.
- D. Ballast shall be measured on a per ton basis. The number of tons shall be determined by the use of certified scale weights. The net weight shall be shown on the delivery tickets as well as the gross and tare weights.
- E. Payment will be made at the Unit Bid Price per ton of ballast delivered, in accordance with these specifications.

**END OF SECTION**

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**BALLAST MATERIAL BID PRICING SHEET**

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The quantities shown below are estimated quantities and constitute no guarantee as to what quantity, if any, may actually be ordered.

<b>YEAR</b>	<b>SIZE</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL ESTIMATED CONTRACT PRICE</b>
2016	3	750	Ton	\$_____	\$_____
2016	4	750	Ton	\$_____	\$_____
2017	3	750	Ton	\$_____	\$_____
2017	4	750	Ton	\$_____	\$_____
2018	3	750	Ton	\$_____	\$_____
2018	4	750	Ton	\$_____	\$_____

**TOTAL ESTIMATED 3-YEAR CONTRACT PRICE** \$\_\_\_\_\_

LEAD TIME AFTER RECEIPT OF ORDER: \_\_\_\_\_ DAYS

MANUFACTURER/ORIGIN OF MATERIALS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_