

## REQUEST FOR QUOTATION

<b>Vendor No., Name, Address (Insert):</b>  <b>Port Authority Buyer:</b> John Santiago/212-435-4613/john.santiago@panynj.gov	<b>Collective/Bid#</b> <b>Bid Due Date</b> <b>56107</b> <b>02/08/2019</b> 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 07306
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Quantity	Description	Unit Price	Total
	RAILROAD BALLAST MATERIAL FOR PATH, PER ATTACHED SPECIFICATIONS, FOR A THREE (3) YEAR REQUIREMENTS CONTRACT  CONTRACT TO COMMENCE ON OR ABOUT MARCH 1, 2019  ATTACHED "PORT AUTHORITY TRANS-HUDSON CORPORATION PROCUREMENT CONTRACT FOR BALLAST MATERIAL" IS MADE PART OF THIS CONTRACT. ORDERS WILL BE "AS-NEEDED". QUANTITIES SHOWN ARE ESTIMATES ONLY. THERE IS NO GUARANTEE AS TO THE QUANTITIES THAT MAY ACTUALLY BE ORDERED.  QUOTE FULLY-DELIVERED PRICES FOR DELIVERY TO ABOVE PATH ADDRESS. QUOTE IN U.S. 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.  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 of New York and New Jersey 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 pages hereof. Bidder is advised to read these before**

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 \_\_\_\_\_

# REQUEST FOR QUOTATION

<b>Vendor No.</b>	<b>Collective/Bid#</b> <b>Bid Due Date</b> 56107                      02/08/2019
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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 approved recurring delivery times. There is extensive security at the World Trade Center Site.		
	<b>PLEASE QUOTE FULLY DELIVERED PRICES</b>	<b>PAYMENT TERMS</b>	<b>Total Delivered Price</b>

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Fax Number \_\_\_\_\_

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Quantity	Description	Unit Price	Total
	<p>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>		
	<b>PLEASE QUOTE FULLY DELIVERED PRICES</b>		
	<b>PAYMENT TERMS</b>		
		<b>Total Delivered Price</b>	

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Signed \_\_\_\_\_

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Telephone number \_\_\_\_\_ Date \_\_\_\_\_

Fax Number \_\_\_\_\_

Federal Taxpayer ID \_\_\_\_\_

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Signed \_\_\_\_\_ Date \_\_\_\_\_

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

## REQUEST FOR QUOTATION

<b>Vendor No.</b>	<b>Collective/Bid#</b> <b>Bid Due Date</b> 56107                      02/08/2019
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Quantity	Description	Unit Price	Total
3,750 Tons	BALLAST Size 3 Estimated 3-year quantity. Refer to attached Specifications and "Ballast Material Bid Pricing Sheet".		
3,750 Tons	BALLAST Size 4 Estimated 3-year quantity. Refer to attached Specifications and "Ballast Material Bid Pricing Sheet".  The "Total Delivered Price" on this RFQ equates to the "Total Estimated Three (3) Year Contract Price" on the pricing sheet. Ensure they agree, and insert that total on this RFQ page as the "Total Delivered Price". The Unit Prices in the pricing sheet shall govern.		
<b>PLEASE QUOTE FULLY DELIVERED PRICES</b>		<b>PAYMENT TERMS</b>	<b>Total Delivered Price</b>

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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 \_\_\_\_\_

PA280/9-03

## TERMS AND CONDITIONS

1. For the purposes of this Request For Quotations (RFQ), the terms "Authority," "Port Authority," or "PA" mean the Port Authority of New York and New Jersey and/or the Port Authority Trans Hudson Corporation ("PATH,") as applicable.
2. The Port Authority reserves the right to request information relating to seller's responsibility, experience and capability to perform the work.
3. Prices must be quoted in United States Dollars. All figures inserted will be interpreted as being quoted in United States Dollars. Unless otherwise specified, unit prices shall be quoted to two (2) decimal places.
4. Unless otherwise provided, complete shipment of all items must be in one delivery FOB delivery point freight included. Payment will not be made on partial deliveries unless authorized in advance by the PA and any discount, if applicable, will be taken on the total order.
5. Inspection and acceptance will be conducted at the delivery point, unless otherwise provided. Any risk of loss will be the seller's responsibility until such delivery and acceptance is made, unless loss results from negligence of the Authority.
6. PA payment terms are net 30 days. Cash discounts for prompt payment of invoices may be quoted, but will not be considered in determining award.
7. Separate unit and total FOB delivered prices must be shown. In the event of a discrepancy between unit prices and total prices, unit prices will govern.
8. 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.
9. The PA shall have the absolute right to reject any or all quotes or to accept any quote in whole or part and to waive defects in quotes.
10. Unless "no substitute" or "no approved equal" is indicated, seller may offer alternate manufacturer/brands, which shall be subject to Port Authority approval. Please indicate details of product being offered with its quote. Brand name or equal descriptions are used as a means to define the performance or other salient characteristics of procurements. In the subject RFQ, even if the phrase "or approved equal" is inadvertently omitted, it is implied after any brand name.
11. Acceptance of seller's offer will be only in writing, authorized by the PA. No changes shall be made to any agreement resulting from this RFQ, except in writing, authorized by the PA.
12. If the seller fails to perform in accordance with the terms of this RFQ, or the terms of any agreement resulting from this RFQ, 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, per order included in this RFQ, plus any other damages to the PA.
13. The PA may cancel this RFQ at any time, when it is in the PA's best interest, via an addendum. The PA may terminate any agreement resulting from this RFQ, in accordance with terms and conditions of that agreement, in which case the successful seller ("Vendor") shall be paid for items received and accepted, including shipping costs, if applicable, up to the time of termination, unless otherwise provided for in that agreement. The Vendor shall promptly submit its final invoice to the PA to be paid to the Vendor.
14. Upon request, sellers are encouraged to extend the terms and conditions of any agreement resulting from this RFQ with the PA to other government and quasi-government entities by separate agreement.

15. By signing this RFQ, the seller certifies to all relevant statements on Form PA 3764A (copy can be obtained at <http://www.panynj.gov/business-opportunities/become-vendor.html>), including but not limited to those relating to the submission of bids. As set forth on PA 3764A, the PA has adopted a policy that it will honor a determination by an agency of the State of New York or New Jersey that a seller is not eligible to bid on or be awarded public contracts because the seller 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 will apply to any agreement resulting from this RFQ.

16. The Vendor may subcontract the services or use a supplier for the furnishing of materials required hereunder to such persons or entities as the PA, may, from time to time, expressly approve in writing. All further subcontracting shall also be subject to such approval by the PA. All persons to whom the Vendor subcontracts services shall be deemed to be its agents and no subcontracting or approval thereof shall be deemed to release the Vendor from its obligations under any agreement resulting from this RFQ.

17. The Vendor may not assign any subsequent agreement resulting from this RFQ without written consent of the PA.

18. The 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 RFQ or any subsequent 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.

19. Notwithstanding anything to the contrary, the seller acknowledges that the Port Authority's obligations, if any, under this RFQ, or any agreement resulting from this RFQ, are subject to the provisions of its Public Records Access Policy, and any amendments thereto, and any disclosure made pursuant thereto is not a violation of this RFQ. The Port Authority Public Records Access Policy can be found at <http://corpinfo.panynj.gov/documents/Access-to-Port-Authority-Public-Records/>, and is incorporated herein.

20. 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 any seller with any liability, or held personally liable to any Contractor under any term or provision of this RFQ (or any agreement resulting from this RFQ), or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach, thereof.

21. MBE/WBE GOOD FAITH PARTICIPATION - The Vendor shall use every good-faith effort to provide for participation by Port Authority-certified Minority Business Enterprises (MBEs) and Port Authority certified Women-owned Business Enterprises (WBEs) in all purchasing and subcontracting opportunities associated with any agreement resulting from this RFQ, including the purchase of equipment, supplies and labor. Unless otherwise stated in the RFQ, Vendor shall comply with the terms and conditions of PA Form 4235, as may be revised. A copy can be obtained at <http://www.panynj.gov/business-opportunities/become-vendor.html>

22. If this solicitation has not been set aside for the purposes of making an award based on bids solicited from Port Authority certified Minority Business, Women Business or Small Business Enterprises as indicated within this RFQ, a price preference of 10% is available for NY/NJ Minority and Women Business Enterprises (M/WBEs) or 5% for NY/NJ Small Business Enterprises(SBEs) certified by the Port Authority (PA) by the day before bid opening for awards not exceeding one million dollars (\$1,000,000.)

23. Non-Discrimination Requirements - The Vendor shall take all necessary and reasonable steps to ensure non-discrimination in the performance and administration of all aspects of any agreement resulting from this RFQ.

A. Vendor hereby agrees that no person on the ground of race, color, national origin, creed / religion, sex, age, or handicap / disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the furnishing of goods or services or in the selection and retention of subcontractors and /or vendors under any agreement resulting from this RFQ. Vendor shall also ascertain and comply with all applicable federal state and local laws, ordinances, rules, regulations and orders that pertain to equal employment opportunity, affirmative action, and non-discrimination in employment.

B. Vendor agrees that these "Non-Discrimination Requirements" are a binding part of any agreement resulting from this RFQ. Without limiting the generality of any other term or provision of this RFQ or any agreement resulting from this RFQ, in the event the Authority, or a state or federal agency finds that the Vendor or any of its subcontractors or vendors has not complied with these "Non-Discrimination Requirements," the Authority may cancel, terminate or suspend this RFQ or any agreement resulting from this RFQ.

C. Vendor agrees to cooperate fully with the Authority's investigation of allegations of discrimination. Cooperation includes, but is not limited to, allowing the Authority to question employees during the investigation of allegations of discrimination, and complying with directives that the Authority or the State or Federal government deem essential to ensure compliance with these "Non-Discrimination Requirements."

24. To the extent permitted by law, the Vendor shall indemnify and hold harmless the Port Authority, its Commissioners, Directors, agents, servants, officers, representatives and employees from and against all claims and demands, just or unjust, of third persons (including Vendor's agents, servants, officers, representatives and employees) arising out of or in any way connected to or alleged to arise out of or alleged to be in any way connected with any subsequent agreement resulting from this RFQ and all other services and activities of the Vendor under any subsequent agreement resulting from this RFQ and for all expenses incurred by it and by them in the defense, settlement or satisfaction thereof. The Vendor assumes the following risks, whether such risks arise out of or are in any way connected to the Vendor's operations or to its performance of work under any agreement resulting from this RFQ, or arise out of acts or omissions (negligent or not) of the Vendor, the Port Authority or third persons (including agents, servants, officers, representatives, Commissioners, Directors and employees of the Port Authority and the Vendor) or from any other cause, excepting only risks occasioned solely by affirmative willful acts of the Port Authority done subsequent to the opening of bids/quotes on this RFQ, and shall to the extent permitted by law indemnify the Port Authority for all loss or damage incurred in connection with such risks: (a) the risk of any and all loss or damage to Port Authority or Vendor property, equipment, materials and possessions, and those of Vendor's agents, employees, materialmen or others performing work under any agreement resulting from this RFQ, on or off the premises, the loss or damage of which shall arise out of the Vendor's operations under any agreement resulting from this RFQ; and (b) the risk of claims, whether made against the Vendor or the Port Authority, including those, whether just or unjust, of third persons (including agents, servants, officers, representatives, Commissioners, Directors and employees of the Port Authority and the Vendor), for any and all injuries, loss or damages occurring to any property, equipment, materials and possessions of the Contractor's agents, employees, materialmen and others performing work under any agreement resulting from this RFQ.

25. Seller's attention is directed to the Port Authority's "Code of Ethics for Port Authority Vendors" (the "Code"). Vendors must certify in writing that they will comply with every aspect of this Code. The seller should submit an executed Compliance Certification with their Quotation. The Compliance Certification, once executed, will be a material and integral part of any agreement resulting from this solicitation. The Code and the Compliance Certification can be found on the Port Authority's website at <https://www.panynj.gov/business-opportunities/become-vendor.html>. Violations of the law or of the Code may subject a Vendor or a Vendor's Employees to civil or criminal penalties. In addition, in the case of violation of any provision of the law or the Code, the Port Authority may pursue any available remedy, including, but not limited to, determining that a Vendor is in material breach of its contract and/or that, in the future, the Port Authority will have no further commercial dealings with the Vendor.

26. The PA has transitioned to an all electronic method of paying its vendors and contractors via an Automated Clearing House (ACH) funds transfer. The Vendor must complete the Port Authority's "Authorization Agreement For Direct Deposits And Direct Payments (ACH Credits)" form, which is available at <http://www.panynj.gov/business-opportunities/become-vendor.html>, in order to receive payment. To avoid delays in payments for commodities and services provided, vendors and contractors must be enrolled in ACH. The Authorization Agreement shall remain in full force and effect until the Port Authority has received written notification from the Vendor of its termination in such time and in such manner as to afford the Port Authority and the depository financial institution(s) a reasonable opportunity to act on it. Any questions on this initiative may be directed to the ACH Enrollments contact line at 201 216-6002 or emailed to [ACHENROLLMENT@PANYNJ.GOV](mailto:ACHENROLLMENT@PANYNJ.GOV).

27. Prospective Bidders are advised that additional vendor information, including but not limited to, forms, documents and other information, including protest procedures, may be found on the Port Authority website at: <http://www.panynj.gov/business-opportunities/become-vendor.html>.

Date 01/18/2019

*The Port Authority of New York and New Jersey (Port Authority), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.*

*Additionally, all bidders (including proposers, and respondents, as applicable) are notified that the Port Authority will ensure that, with respect to any contract/agreement entered into pursuant to this advertisement, disadvantaged business enterprises, minority business enterprises and woman-owned business enterprises, as applicable, will be afforded full and fair opportunity to submit bids, proposals and responses, as applicable, in response to this invitation, and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.*



**CODE OF ETHICS FOR PORT AUTHORITY VENDORS: COMPLIANCE CERTIFICATION**

\_\_\_\_\_ (the “Vendor”) has reviewed the Code of Ethics for  
(Legal Business Name of Entity)  
Port Authority Vendors (the “Code”).

Vendor understands that the Vendor and Vendor’s Employees must comply with the requirements of this Code in connection with any work being performed on behalf of the Port Authority and whenever they are on property, used, owned or controlled by the Port Authority.

The Vendor understands that violations of the law or of this Code may subject a Vendor or a Vendor’s Employees to civil or criminal penalties. In addition, in the case of violation of any provision of the law or this Code, the Port Authority may pursue any available remedy, including, but not limited to, determining that a Vendor is in material breach of its contract and/or that, in the future, the Port Authority will have no further commercial dealings with the Vendor.

This Compliance Certification must be submitted to the Port Authority in accordance with the instructions in any solicitation, or as otherwise requested.

This Compliance Certification must be executed, and provided to the Port Authority, before Vendor begins work on a Port Authority project and before Vendor can receive payment in connection with a Port Authority project. This Compliance Certification, once executed, will be a material and integral part of the contract between the Vendor and the Port Authority. If this Compliance Certification was submitted in response to a solicitation, it will become a material and integral part of any contract between the Vendor and the Port Authority resulting from that solicitation.

A copy of this Compliance Certification must be retained by the Vendor, unless and until the Port Authority indicates that the Certifications may be disposed of.

\_\_\_\_\_  
Number/Name of Solicitation/Contract/Agreement

By signing below, I represent that I am authorized to execute this Compliance Certification on behalf of Vendor.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

**PORT AUTHORITY TRANS HUDSON CORPORATION  
PROCUREMENT CONTRACT FOR  
BALLAST MATERIAL**

November 29, 2018

**SECTION 1 - GENERAL TERMS AND CONDITIONS**

**1.00 INFORMATION TO BIDDERS**

- A. It is the intent of the Port Authority of NY & NJ and/or the Port Authority Trans-Hudson Corporation (PATH) 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.
- B. Each Bidder shall ensure that all information and figures are inserted as required in the attached "Ballast Material Bid Pricing Sheet" 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 Extended Total or the Total Estimated Three (3) Year Contract Price, the Bidder's Unit Price shall prevail.

**1.01 GENERAL AGREEMENT**

- A. The Vendor agrees to furnish and deliver on an "as needed" requirements basis to the PATH the items set forth in the Request for Quotation, within the calendar days specified herein.
- B. The furnishing and delivery shall be at the prices quoted in the Request for Quotation. The contract term is for three (3) years beginning on the date of the Award.
- C. Quantities shown are for bid evaluation 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 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 be firm for the term of this contract. The Unit Prices quoted shall not exceed two decimal places.

**1.02 TERMINATION**

- A. The Port Authority may terminate this contract with cause at any time or without cause within five (5) 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 allowance shall be made for anticipated profits. The

Vendor 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 location(s) listed. All deliveries shall be made between the hours of 7:00 a.m. and 3:00 p.m. unless otherwise noted in the specifications. The Vendor must contact the Chief Maintenance Supervisor of Track or his appointed representative 24 hours prior to delivery for instructions.
- B. With each load of ballast deliveries the Vendor 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 Vendor.
  - 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 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. Separate invoices per ballast size are required. The Vendor must attach backup delivery receipts, signed by a PATH representative, with Purchase Order number and release number.

Two (2) copies of each invoice shall be mailed as follows to PATH and Accounts Payable:

Port Authority Trans-Hudson Corp.  
120 Academy Street  
Jersey City, NJ 07302  
Attention: Leong Chan

Port Authority Trans-Hudson Corp.  
2 Montgomery Street, 3<sup>rd</sup> Floor  
Jersey City, NJ 07302  
Attention: Accounts Payable

## **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 Requirements 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 E11.

### **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 Standard Practice for Sampling Aggregates, designation D75. Test samples shall be reduced from field samples by the means of ASTM C702.
- B. Sieve analysis shall be made in accordance with ASTM Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates, designation C136. Material finer than the No. 200 sieve shall be determined in accordance with the ASTM Standard Test Method for Materials Finer than 75- $\mu\text{m}$  (No. 200) Sieve in Mineral Aggregates by Washing, designation C117.
- C. The bulk specific gravity and percentage of absorption shall be determined in accordance with the ASTM Standard Test Method for Relative Density (Specific Gravity) and Absorption of Coarse Aggregate, designation C127.
- D. The percentage of clay lumps and friable particles shall be determined in accordance with the ASTM Standard Test Method for Clay Lumps and Friable Particles in Aggregates, designation C142.
- E. The resistance to degradation shall be determined in accordance with the ASTM Standard Test Method for Resistance to Degradation of Large-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine, designation C535.
- F. The Sodium Sulfate Soundness tests shall be made in accordance with the ASTM Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate, designation C88.
- G. The weight per cubic foot shall be determined in accordance with the ASTM Standard Test Method for Bulk Density (“Unit Weight”) and Voids in Aggregate, designation C29.
- H. The percent of flat or elongated particles shall be determined in accordance with ASTM Standard Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate, designation D4791. 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
C117	Percent Passing No.200 Sieve	0.5 % (max.)
C127	Bulk Specific Gravity	2.60 (min.)
C127	Absorption Percent	1.0 (max.)
C142	Clay Lumps and Friable Particles	0.5 % (max.)

C535	Degradation (granite)	35 % (max.)
C535	Degradation (traprock)	25 % (max.)
C88	Soundness (Sodium Sulfate-5 cycles)	5.0 % (max.)
D4791	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"	⅜"
% 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 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 and deliveries of samples shall be borne by the Vendor.
- 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. PATH shall be advised 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 the PATH Engineer/representative, to insure the quality of the material being produced. If the supplier 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 supplier shall provide the PATH Engineer certified test results of ballast quality and gradation conducted by a testing laboratory accepted by the Engineer. The supplier must receive approval of the Engineer 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 supplier 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 Vendor.
- 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 Price per ton of ballast delivered, in accordance with these specifications.

**END OF SECTION**



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**BALLAST MATERIAL BID PRICING SHEET**  
(Bid #56107)

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The quantities shown below are estimated quantities used for bid evaluation only and constitute no guarantee what quantity, if any, may actually be ordered.

<b>YEAR</b>	<b>SIZE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EXTENDED TOTAL</b>
2019	3	1,250	Ton	\$ _____	\$ _____
2019	4	1,250	Ton	\$ _____	\$ _____
2020	3	1,250	Ton	\$ _____	\$ _____
2020	4	1,250	Ton	\$ _____	\$ _____
2021	3	1,250	Ton	\$ _____	\$ _____
2021	4	1,250	Ton	\$ _____	\$ _____

**TOTAL ESTIMATED THREE (3) YEAR CONTRACT PRICE:** \$ \_\_\_\_\_  
(sum of the above)

TOTAL (in words):

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BIDDER NAME AND ADDRESS:

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MANUFACTURER/ORIGIN OF MATERIALS:

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