

## REQUEST FOR QUOTATION

<b>Vendor:</b>      <b>Contact person/Telephone/Email</b> Jasmine Green/212-435-4654/jrgreen@panynj.gov	<b>Bid# / Bid Due Date</b> 56381 / 05/29/2019 Bids must be received no later than 11:00 AM on the above Bid Due Date.  <b>Deliver Goods/Services To:</b> Path Harrison Stockroom Foot of Cape May St. Harrison NJ 07029
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Quantity	Description	Unit Price	Total
	<p><b>Re-Bid: Twenty-Eight (28) Inch Class "A" Steel Wheels for PATH PA-5 Railcars</b></p> <p><b>***NO SUBSTITUTES / NO EQUALS***</b></p> <p><b>Two (2) Current PATH Approved Manufacturers:</b>                      KLW Wheelco and MWL Brazil Rodas &amp; Eixos LTDA.</p> <p>Please read all bid documents and terms and conditions prior to preparing your quote.</p> <p><b>Attachments:</b></p> <p>"Specifications for 28-Inch, Class A, Steel, Multiple Wear Wheels for PATH's Transit Railcars " and Drawing No. 1P103810-3031-G are to be made part of this contract.</p> <p>An award for the full quantity will be made to the lowest-priced, responsive and responsible Bidder quoting one of the PATH-approved manufacturers specified - no substitutes/no equals.</p> <p>*****</p> <p><b>Note:</b> If any Bidder quotes a manufacturer other than those specified (KLW Wheelco and MWL Brazil Rodas &amp; Eixos LTDA), then PATH will may issue a second purchase against this solicitation for up to forty (40) wheels for testing and evaluation for future consideration. PATH reserves the right to issue up to one (1) order for wheels that are produced by a non-specified manufacturer for testing purposes to the lowest-priced, responsive and responsible (other than quoting a non-specified manufacturer) Bidder quoting a non-specified manufacturer.</p> <p>*****</p> <p><b>PLEASE QUOTE FULLY DELIVERED PRICES</b></p>		
	<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 \_\_\_\_\_

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Vendor:	Bid# / Bid Due Date 56381 / 05/29/2019
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Quantity	Description	Unit Price	Total
	<p><b>Quote fully delivered price.</b></p> <p>A price preference of 10% is available for NY/NJ Minority and Women Business Enterprises (MWBE) or 5% for NY/NJ Small Business Enterprises (SBE) certified by the Port Authority of New York and New Jersey by the date before the bid opening for awards not exceeding \$1,000,000.                      My firm was certified as a _____ on _____.</p>		
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Quantity	Description	Unit Price	Total
	<p>This is a Formal Bid Invitation</p> <p>Bid Submission Instructions:</p> <p>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:</p> <p>The Port Authority of NY &amp; NJ                      Attn: Bid Custodian                      Procurement Department                      4 World Trade Center                      150 Greenwich Street, 21st Floor                      New York, NY 10007</p> <p>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.</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. 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</p>		
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Quantity	Description	Unit Price	Total
	<p>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. 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</p>		
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	<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.		
500 EA	1180002 Wheel, Path Rail Car, for ,28" class A, wrought steel, Multiple wear wheels for Path PA 5 Car, see attached specs. As manufactured by K LW Wheelco and MWL Brazil Rodas & Eixos LTDA. No substitutes no equals.  Specified manufacturer quoted:  Lead time A.R.O.: _____  For Non-PATH Approved Manufacturers:  Pricing for 40 test wheels: _____  Lead time A.R.O.: _____		
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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 purchase of equipment, supplies and labor services. If this RFQ contains participation goals, the Vendor shall use good faith efforts to achieve the goals.

Good faith efforts to include and facilitate participation by MBE/WBEs shall include, but not be limited to the following:

- A. Dividing the services and materials to be procured into smaller portions, where feasible.
- B. Giving reasonable advance notice of specific contracting, subcontracting and purchasing opportunities to such MBE/WBEs as may be appropriate.
- C. Soliciting services and materials from a Port Authority certified MBE/WBE. To access the Port Authority's Directory of MBE/WBE Port Authority certified firms go to <http://www.panynj.gov/business-opportunities/sd-mwstdbe-profile.html>.
- D. Ensuring that provision is made to provide progress payments to MBE/WBEs as defined in the prompt payment provision below.
- E. Observance of reasonable commercial standards of fair dealing in the respective trade or business.

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"). The Code will be made apart of any agreement resulting from this solicitation. The Code can be found at <https://www.panynj.gov/business-opportunities/become-vendor.html>.

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>.

*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.*

SPEC # : S-0002-T - Rev. 3

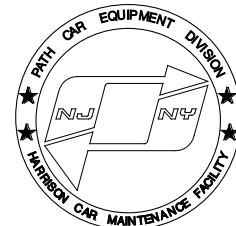
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**PORT AUTHORITY TRANS-HUDSON CORPORATION  
CAR EQUIPMENT DIVISION**

**ENGINEERING SPECIFICATION**

**TITLE**

**SPECIFICATION FOR 28-INCH, CLASS A, WROUGHT STEEL, MULTIPLE WEAR WHEELS FOR  
PATH'S TRANSIT RAILCARS**



PATH CAR EQUIPMENT DIVISION – SPECIFICATION APPROVAL PAGE

SPECIFICATION FOR 28-INCH, CLASS A, WROUGHT STEEL, MULTIPLE  
WEAR WHEELS FOR PATH'S TRANSIT RAILCARS

Document No.: S-0002-T - Rev. 3

Date: 8/3/2018

Prepared by:

  
Senior Rail Planning Engineer

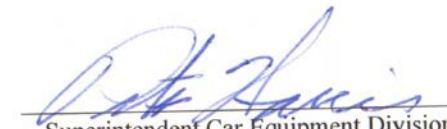
8/3/18  
Date

Reviewed by:

  
Supervisor – Technical Services

8/3/18  
Date

Approved by:

  
Superintendent Car Equipment Division

8/13/18  
Date

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1. REFERENCE DRAWINGS AND DOCUMENTS

The following drawings and documents, called Reference Drawings and Documents, were not prepared by PATH or by others for use in connection with this Contract, but they were prepared for other purposes, such as for other contracts or for design purposes for this or other contracts, and are furnished to the Contractor to give him such information as may be in the possession of PATH. Said drawing or document is as follows:

- Kawasaki Heavy Industries Dwg. No. 1P103810-3031-g, 'Multiple Wear Wheel'

An indication on the Reference Drawings or Documents of the existence or nature of any conditions or materials does not constitute a representation as to the conclusions to be drawn therefrom. It is the responsibility of the Contractor to furnish a finished product meeting the requirements of this Specification.

2. GENERAL AGREEMENT

Within six (6) months of the date of the Purchase Order, the Contractor agrees to manufacture and deliver five hundred (500) 28", Class A, wrought steel, multiple wear wheels for PATH's transit railcars all in strict accordance with the specifications. The Contractor further agrees to assume and perform all other duties and obligations imposed upon him by this Contract.

PATH agrees to pay the Contractor and the Contractor agrees to accept from PATH in full consideration for the performance by the Contractor of all his duties and obligations under this Contract in connection with said work, a compensation determined from the work performed computed at the rates quoted in the Request for Quotation, said work to be measured and said amount to be computed in the manner provided in the Request for Quotation and such compensation only, subject only to the express provisions of this Contract specifically setting forth actual, defined additions to or deductions from compensation.

Said work shall be performed in strict accordance with this specification, and the Contractor further agrees to assume and perform all other duties and obligations imposed upon him by this Contract.

The enumeration in this Form of Contract and in the specifications of particular things to be furnished or done at the Contractor's expense, or without cost or expense to PATH or without additional compensation to the Contractor shall not be deemed to imply that only things of a nature similar to those enumerated shall he so furnish and do, but the Contractor shall furnish all materials and perform all work as required, without other compensation than that specifically provided, whatsoever changes may be made in the specifications, whatsoever materials and work may be required in addition to that required by the specifications in their present form, and whatsoever obstacles or unforeseen conditions may arise or be encountered.

3. PAYMENT

At the time that the wheels are delivered and accepted, the Contractor shall submit an invoice to PATH for the compensation earned by him in connection with said shipment. For all units that PATH has certified as acceptable, PATH, as an aid to the Contractor and to facilitate his performance, will pay to the Contractor, within 30 days after receipt of said invoice, the amount earned for the units covered by said invoice as set forth in the Purchase Order. The invoice shall state the amount earned and shall be accompanied by such information, as the Engineer shall request. Each invoice shall include the Contractor's Federal ID Number. Sales to PATH as the wholly owned subsidiary of the Port Authority of New York and New Jersey, are currently exempt from New York and New Jersey State and local sales and compensating use taxes and generally from federal taxation. The Contractor certifies that there are no such taxes included in his prices. The compensation set forth herein is the complete compensation to the Contractor, and PATH will not separately reimburse the Contractor for any taxes except if specifically set forth in this Agreement.

“Final Payment”, as used herein, shall mean the last payment made by PATH to the Contractor for services rendered under this Contract.

The acceptance by the Contractor, or by anyone claiming by or through him, of a Final Payment shall be and shall operate as a release to PATH of all claims and of all liability to the Contractor for all things done or furnished in connection with the work and sale, and for every act and neglect of PATH and others relating to or arising out of such work and sale, including claims arising out of breach of Contract and claims based on claims of third persons. No payment, however, final or otherwise shall operate to release the Contractor or his sureties from any obligations in connection with this Contract.

The Contractor's agreement as provided in the immediately preceding paragraph above shall be deemed to be based upon the consideration forming part of this Contract as a whole and not to be gratuitous; but in any event even if deemed gratuitous and without consideration, such agreement as provided in the immediately preceding paragraph above shall nevertheless be effective. Such release shall include all claims, whether or not they have yet arisen or have yet been asserted and whether or not in litigation and even though still under consideration by PATH or the Engineer. Such release shall be effective notwithstanding any purported reservation of right by the Contractor to preserve such claim. The acceptance of any check designated as "Final Payment" or bearing any similar designation shall be conclusively presumed to demonstrate the intent of the Contractor that such payment was intended to be accepted as final, with the consequences provided in this numbered clause, notwithstanding any purported reservation of rights.

The Contractor agrees that he shall not be entitled to, and hereby waives any right he might otherwise have to, and shall not seek any judgment whether under this Contract or otherwise for any such final payment or for an amount equivalent thereto or based thereon, or for any part thereof, if such judgment would have the effect of varying, setting aside, disregarding or making inapplicable the terms of this numbered clause or have the effect in any way of entitling the Contractor to accept such Final Payment or an amount equivalent thereto or based thereon or any part thereof other than in the same fashion as a voluntary acceptance of a Final Payment subject to all the terms of this Contract including this numbered clause, unless and until the Contractor should obtain a judgment on any claim arising out of or in connection with this Contract (including a claim based on breach of Contract) for an amount not included in said Final Payment. In any case in which interest is allowable on the amount of the Final Payment, such interest shall be at the rate of 6% per annum for the period, if any, in which such interest is due.

4. LIQUIDATED DAMAGES

The Contractor shall deliver all wheels within six (6) months of the commencement date of this contract.

The Contractor's obligations for the performance and completion of the work within the time provided for in this Contract are the essence of this Contract. The Contractor guarantees that he can and will complete such performance within the time above provided. Inasmuch as the damage and loss to PATH which will result from the failure of the Contractor to complete such performance within the time above provided will include items of loss whose accurate amount will be incapable or very difficult of accurate estimation, the damages to PATH for delay in the case of such failure on the part of the Contractor shall be liquidated in the sum of Two Hundred Dollars (\$200.00) per each calendar day by which the Contractor fails to complete the delivery in accordance with the provisions hereof.

5. SCOPE

This Specification relate generally to the manufacture and delivery of five hundred (500) 28", Class A, wrought steel, multiple wear wheels for PATH's transit railcars.

This specification requires the doing of all things necessary or proper for or incidental to the matter referred to in the immediately preceding paragraph. In addition, all Work not mentioned in the Specification but involved in carrying out their intent and in the complete and proper execution of the matter referred to in the

immediately preceding paragraph are required by this Specification; and the Contractor shall perform the same as they were specifically delineated, described and mentioned.

6. WORK REQUIRED BY THE SPECIFICATION

The work shall include the manufacture and delivery of 28", Class A, wrought steel, multiple wear wheels for PATH's transit railcars. Said wheels shall be manufactured in accordance with Association of American Railroads Specification M-107/M208-2017, or latest revision, hereinafter referred to as AAR M-107/208, and Kawasaki Heavy Industries Dwg. No. 1P103810-3031-g entitled "Multiple Wear Wheel" unless stated otherwise.

Wheel material specifications shall also comply with ASTM Specification A-25, latest edition, Sections 4.1 through 4.2. Wheel classification shall be Class A with carbon content of 0.50%-0.55% with rim heat treatment.

All wheel surfaces except inside wheel bore shall be machined to an approximately 500 micro inch maximum finish before shot peening. Machined area shall be free from sharp tool marks and tears. Machine back hub fillet and front rim fillet by removing at least 0.05 inch from original surface of the fillets to blend with the plate.

Rim heat treatment shall be in accordance with AAR M-107/208, Section 6.

Shot peening shall be in accordance with AAR M-107/208, Section 7. Shot shall be SAE No. S550 to S660 hardened steel as specified in SAE recommended practice J827. All unmachined areas shall be free of mill scale after shot peening.

Ultrasonic and magnetic particle inspection shall be in accordance with Section 18 of AAR M-107/208.

Wheel markings shall be on the front hub face in accordance with AAR M-107/208, Sections 17 and Fig. B.5. Design shall be marked "PA". Each wheel shall have its own individual serial number. The serial numbers shall begin with the number 18001 and continue consecutively for the total number of wheels on the Purchase Order.

Certification shall be provided in accordance with AAR M-107/208, Section 19.

Tread contour shall be cylindrical for multiple wear wheels as shown in Figure B.13 of AAR M-107/208.

Groove shall be machined before shot peening of wheel.

Coat only the stamped areas with cosmoline or an approved equal. The remaining areas shall not be coated.

All snap rings shall be manufactured in accordance with Kawasaki Heavy Industries Drawing No. 1P103810-3031-g. Snap ring material shall be 1018 cold rolled steel, 7/16" nominal diameter. Break all sharp corners and bevel both ends as shown in Attachment 1. Use 71 1/2" long rod to form ring.

All wheels, as supplied to PATH, are to be new and unused and manufactured from new and unused material. Previously owned or reconditioned wheels will not be accepted.

7. DELIVERY OF UNITS

The wheels shipped by the manufacturer shall be stacked on a skid four high with the flanges up as shown in Figure 1 of this Specification. The manufacturer shall ensure that all wheels are packaged for shipment in pairs by tape size. The tape size of two wheels shall be matched to within 61 tape size. The wheels shall be secured on the skid with four studs and a length of hard wood through the bore of the four wheels. Each skid shall be shrink wrapped and sealed in plastic. The wheels shall be delivered on an open flatbed truck

that will make them accessible for side loading and unloading.

The Contractor shall deliver all shipments to PATH's premises in Harrison, New Jersey at the Car Equipment Division facility. Units are to be delivered between the hours of 7:00 a.m. and 2:00 p.m. PATH will unload the units from the trucks. The loading and unloading of the units shall be under the driver's direction.

8. INSPECTIONS AND TESTS

All wheels shall be subject to mill inspection and acceptance by PATH's designated inspection agency at the wheel manufacturer's facility. The vendor is to notify PATH of his manufacturing schedule so that PATH may witness such manufacturing. The vendor is to notify PATH at (973) 350-2851 to coordinate the inspection.

After delivery a final inspection of the wheels will be made by the Engineer at PATH's Car Equipment Division facility in Harrison, NJ. If any units have been damaged or for any reason do not comply with the requirements hereof, the Contractor will be notified in writing and shall replace the units at his own cost and expense. After such replacement, if found satisfactory by the Engineer, all units will be approved and payment shall be made therefor as provided in the clause hereof entitled "Payment". The place of delivery shall be as follows:

Port Authority Trans Hudson Corp.  
Harrison Car Maintenance Facility  
Foot of Cape May Street  
Harrison, NJ 07029  
Attn.: Joseph Gerbasio  
Phone: (973) 350-3945

All work, processes of manufacture involved in or related to the performance of the work shall be at all times and places subject to the inspection of the Engineer, acting personally or through a designated inspector. The Engineer shall be the judge of the quality and suitability of the work or methods of repair for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced or corrected, as the case may be, by the Contractor at his own expense. The fact that the inspectors have accepted the material and workmanship shall not relieve the Contractor from his obligation to supply other material and workmanship when so ordered by the Engineer. The Contractor, at his own expense, shall furnish such facilities and give such assistance for inspection as the Engineer may direct. In the case of materials required by the Specifications to be inspected in the factory or plant, and in the case of any other items which the Engineer may designate, the Contractor shall secure for the Engineer and his Inspectors free access to all parts of such factories or plants and shall furnish to the Engineer three copies of purchase orders, two copies of mill shipping statements and four copies of shipping statements. Moreover, in the case of such materials to be factory or plant inspected, the Contractor shall give at least ten days notice to the Engineer of his intention to commence the manufacture or preparation of such materials. The Contractor shall furnish such test specimens, certified test data, samples or other materials as may be required to determine the acceptability of the materials. The Engineer shall be given notice to witness the tests at least five (5) working days in advance of the date on which such tests will be conducted.

9. GUARANTEE

The Contractor shall unconditionally guarantee that the wheels as supplied are free from defects and have satisfied all quality requirements in accordance with the provisions of AAR M-107/208 and this specification.

Wheels that show material defects subsequent to original inspection and acceptance at the manufacturer's works, or elsewhere, shall be rejected and replaced by the Contractor at no cost to PATH.



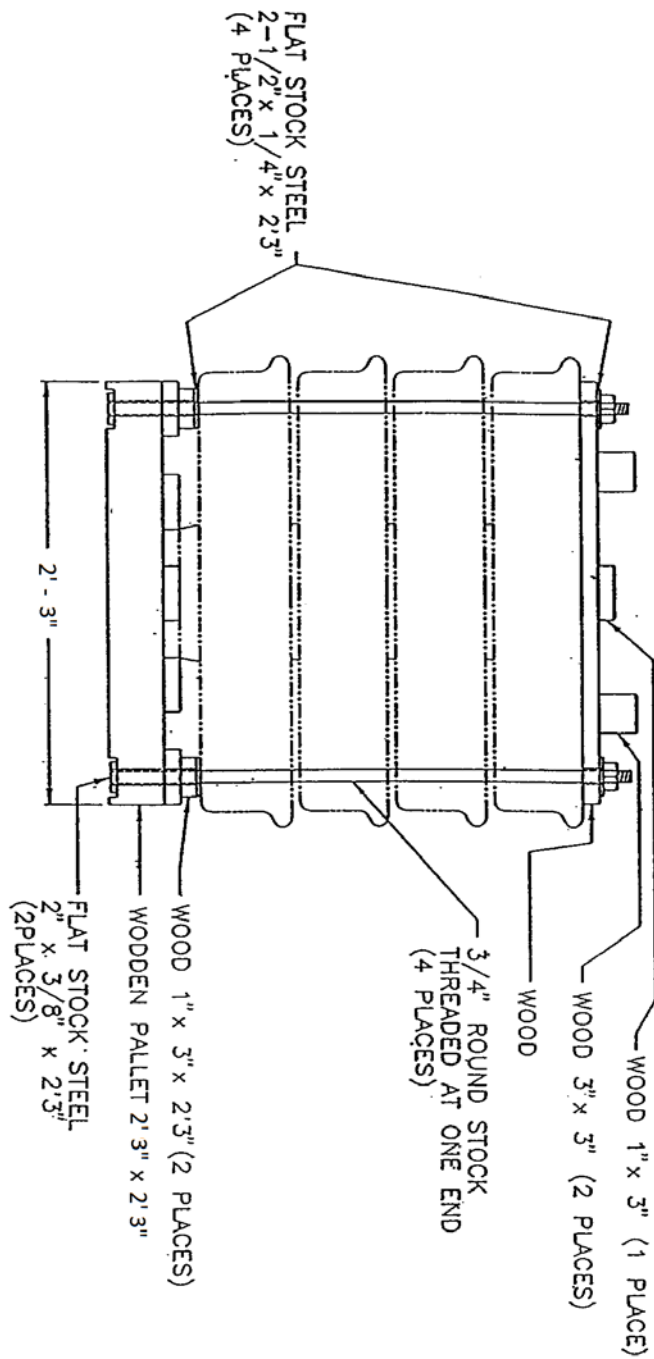


FIGURE 1

PACKAGING OF PATH WHEELS

PA-5, 28" WHEELS

