



REQUEST FOR QUOTATION

<p>Contact person/Telephone ReneMunoz 201-395-7366 E-mail: ReMunoz@panynj.gov</p>	<p>Collective# 0000041071 Bid Due Date 01/27/2015 Bids must be received no later than 11:00 AM on the above Bid Due Date.</p> <p>Deliver Goods/Services To: Jersey City, NJ 07302</p>
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Quantity	Description	Unit Price	Total
	<p>Supply and Deliver 80 foot long, 115RE Standard Strength Rail</p> <p>Delivery to be made on bulkhead flatcars to PATH "C" Yard in Jersey City, NJ. Consolidated Maintenance Facility, 120 Academy Street, Jersey City, NJ 07302.</p> <p>QUOTED LEAD TIME _____ ARO</p> <p>Contact Mr. Nabil Asaad 24 hours prior to delivery for instructions. Contact number to be issued on PO.</p> <p>Manufacture and deliver as specified in the attached document entitled: "PORT AUTHORITY TRANS-HUDSON CORPORATION- WAY AND STRUCTURES DIVISION - SPECIFICATION FOR RUNNING RAIL", dated November 7, 2014.</p> <p>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 _____.</p>		
	PLEASE QUOTE FULLY DELIVERED PRICES	PAYMENT TERMS	Total Delivered Price

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 _____



REQUEST FOR QUOTATION

Collective / Bid Due Date
41071 / 01/27/2015

Quantity	Description	Unit Price		Total	
	<p>This is a Formal Bid Invitation Mail Sealed Bids to:</p> <p>The Port Authority of NY & NJ Attn: Bid Custodian Procurement Department 2 Montgomery Street, 3rd Floor Jersey City, NJ 07302</p> <p>by the date and time listed above, where it will be publicly opened and read.</p> <p>Bids are only accepted Monday through Friday, excluding Port Authority holidays, between the hours of 8 A.M. & 5 P.M., via regular mail, express delivery service or hand delivery.</p> <p>If you do not use or have an envelope provided, you must clearly mark the outside envelope/package with 'BID ENCLOSED' and show the company name, address, as well as Bid number and Due date as stated on this bid document.</p> <p>A valid photo id is required to gain access into the building, to attend the bid opening or hand deliver a bid.</p>				
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REQUEST FOR QUOTATION

Collective / Bid Due Date
41071 / 01/27/2015

Quantity	Description	Unit Price		Total	
100 EA	New Rails of 115RE, Standard Strength rail, 80 ft. long, and with blank (blind) ends. Delivery must be by rail bulkhead flatcar. No short lengths will be permitted. Manufacture in accordance with "PORT AUTHORITY TRANS-HUDSON CORPORATION WAY & STRUCTURES DIVISION SPECIFICATIONS FOR RUNNING RAIL" dated 11-17-2014.				
PLEASE QUOTE FULLY DELIVERED PRICES		PAYMENT TERMS		Total Delivered Price	

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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.

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Signed _____
 Firm Name _____
 Telephone number _____ Date _____
 Fax Number _____
 Federal Taxpayer ID _____
 Email Address of Signee _____

**Bidder
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 Signed _____ Date _____
 Firm Name _____

TERMS AND CONDITIONS

1. The Port Authority (PA) reserves the right to request information relating to seller's responsibility, experience and capability to perform the work.
2. Unless otherwise provided, complete shipment of all items must be in one delivery FOB delivery point. Payment will not be made on partial deliveries unless authorized in advance by the party to be charged and the discount, if any, will be taken on the total order.
3. PA payment terms are net 30 days. Cash discounts for prompt payment of invoices may be taken but will not be considered in determining award, except in the case of tie bids.
4. Separate unit and total FOB delivered prices must be shown.
5. Sales to the PA and to PATH are currently exempt from New York and New Jersey State and local taxes and generally from federal taxation. The seller certifies that there are no federal, state, municipal or any other taxes included in the prices shown hereon.
6. The PA shall have the absolute right to reject any or all proposals or to accept any proposal in whole or part and to waive defects in proposals.
7. Unless the phrase "no substitute" is indicated, bidder may offer alternate manufacturer / brands, which shall be subject to Port Authority approval. Please indicate details of product being offered with bid.
8. Acceptance of seller's offer will be only by Purchase Order Form signed by the PA. No change shall be made in the agreement except in writing.
9. If the seller fails to perform in accordance with the terms of this purchase order, the PA may obtain the goods or services from another contractor and charge the seller the difference in price, if any, a reletting cost of \$100, plus any other damages to the PA.
10. Upon request, sellers are encouraged to extend the terms and conditions of any terms agreement with the PA to other government and quasi-government entities by separate agreement.
11. By signing this quotation or bid, the seller certifies to all statements on Form PA 3764A regarding non-collusive bidding; compliance with the PA Code of Ethics; and the existence of investigations, indictments, convictions, suspensions, terminations, debarments and other stated occurrences to assist the PA in determining whether there are integrity issues which would prevent award of the contract to the seller. The PA has adopted a policy set forth in full on PA 3764A, that it will honor a determination by an agency of the State of New York or New Jersey that a bidder is not eligible to bid on or be awarded public contracts because the bidder has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing wage legislation. The Terms and Conditions of PA 3764A apply to this order. A copy can be obtained by calling (201) 395-3405 or at <http://www.panynj.gov/business-opportunities/become-vendor.html>
12. The vendor may subcontract the services or use a supplier for the furnishing of materials required hereunder to such persons or entities as the Manager, Purchasing Services may from time to time expressly approve in writing. All further subcontracting shall also be subject to such approval.
13. The successful bidder (vendor) shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or that goods will be, are being or have been provided to it and/or that services will be, are being or have been performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.
14. Neither the Commissioners of the Port Authority, nor Directors of PATH, nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Contractor with any liability, or held personally liable to the Contractor under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach, thereof.

**PORT AUTHORITY TRANS-HUDSON CORPORATION
WAY & STRUCTURES DIVISION
SPECIFICATIONS FOR RUNNING RAIL**

November 7, 2014

1.01 GENERAL

- A. The following specifies requirements for the manufacture and delivery of steel rails for use on the Port Authority Trans-Hudson Corporation (PATH) transit system.
- B. The rail section, length of standard rail, hardness properties, drilling, and delivery method of rail to be furnished shall be specified in the purchase requisition documents.

1.02 REFERENCE DOCUMENTS AND SUBMITTALS

- A. Except as modified by the Furnished Drawings or these Specifications, the rails shall be manufactured in conformance with the current edition of:
 - 1. The American Railway Engineering and Maintenance-of-Way Association (AREMA) Manual for Railway Engineering.
 - 2. ASTM International Designation A1-00, Standard Specification for Carbon Steel Tee Rails (Reapproved 2010)
- B. When furnished, Drawings will be identified in the purchase requisition documents.
- C. The manufacturer shall furnish records of inspection, testing, shipment and certifications including, but not limited to, the following:
 - 1.) The chemical analysis of the rails shipped under the purchase order, listed by cast or ingot and heat number, and the specified chemical analysis elements.
 - 2.) The Brinell Hardness of the rails shipped under the purchase order, by cast or ingot and heat number, and the hardness pattern for high strength rails.
 - 3.) The method of hydrogen elimination.
 - 4.) A shipping statement of the rails shipped including the number of pieces of each length, and the total tons shipped on each vehicle.
 - 5.) A statement that all rails shipped meet the ultrasonic requirements specified.
 - 6.) A statement that all macroetched samples representing the rails supplied meet the Macroetch requirements specified.
- D. Submittals required by these specifications shall be sent to:

Port Authority Trans-Hudson Corp.
One PATH Plaza, Ninth Floor
Jersey City, New Jersey 07306
Attention: Superintendent, Way & Structures Division

1.03 TESTING AND REPORTING

- A. PATH may elect to have its representative present at all manufacturing processes and to witness all tests and measurements required by the specifications and/or the manufacturing process. The Vendor shall notify PATH a minimum of two weeks prior to the start of manufacturing activities to facilitate the scheduling of its representative.
- B. The manufacturer shall afford the PATH representative all reasonable facilities necessary to satisfy him that the material is being produced and furnished in accordance with the specifications. The PATH representative will not interfere unnecessarily with the manufacturer's operations.
- C. Unless specifically stated otherwise in these specifications, the manufacturer shall submit to PATH results of all tests and measurements taken during the manufacturing process.

2.01 SECTION DESIGN AND MANUFACTURE

- A. Rail section, length of standard rail, hardness properties, drilling, and delivery method of rail to be furnished shall be specified in the purchase requisition documents and shall conform to the drawing(s) listed or referenced therein.
- B. Rail shall be new, manufactured subsequent to bid award date and by a steel mill having minimum experience of five-year production and supply to northeastern United States transit agencies. At the time of bid, the Bidder, if not a rail manufacturer, shall submit the name of the steel mill that will produce the rails in the event he becomes the successful Bidder. Upon request, the Bidder shall provide the names of the agencies, as well as the names of contact person(s) and telephone number(s) to verify that the requirements of this section are met.
- C. The steel shall be made by the basic oxygen, or electric furnace process and shall be cast by either the "continuous" process or the "hot topped ingot" process. Sufficient discard shall be taken from the bloom or ingot to insure freedom from segregation and pipe.

2.02 CHEMICAL COMPOSITION AND HYDROGEN ELIMINATION

- A. The chemical composition of all rail, whether standard strength, head hardened, or fully heat treated, shall be determined through sample analysis preferably taken during the pouring of the heat. Separate test samples representing one of the first three and one of the last three ingots or continuously cast blooms shall be taken and analyzed. Determinations may be made chemically or spectrographically. The chemical composition shall be within the following limits (min. to max.), for the listed elements, given in *Weight Percent*:

B. <i>Element</i>	<i>For (100ARA-B/100-8)</i>	<i>For (115RE)</i>
Carbon	0.70 to 0.80	0.74 to 0.86
Manganese	0.70 to 1.00	0.75 to 1.25
Phosphorus, (max.)	0.020	0.020
Sulfur, (max.)	0.020	0.020
Silicon	0.10 to 0.50	0.10 to 0.60

Nickel	0.0	to	0.25	0.0	to	0.25
Chromium	0.0	to	0.30	0.0	to	0.30
Molybdenum	0.0	to	0.060	0.0	to	0.060
Vanadium	0.0	to	0.010	0.0	to	0.010
Aluminum	0.0	to	0.010	0.0	to	0.010

- C. When ladle tests are not available, finished material representing the heat may be product tested. Product analysis shall conform to specified limits given for ladle analysis in Weight Percent with the following additional allowances:

Carbon	0.04 % (under min. limit)	0.04 % (over max. limit)
Manganese	0.06 % (under min. limit)	0.06 % (over max. limit)
Phosphorus	-----	0.008 % (over max. limit)
Sulfur	-----	0.008 % (over max. limit)
Silicon	0.02 % (under min. limit)	0.05 % (over max. limit)

- D. To ensure that rail is processed by methods that prevent the formation of shatter cracks, all rail heats shall be tested for hydrogen content. Rail heats shall be tested for hydrogen content using either a sampling/analytical method or a direct measurement method of the liquid steel. The testing shall be performed either during the continuous casting process or during ingot teeming.
- E. The manufacturer shall define the method used to determine hydrogen content and, which of the three methods listed below will be used for hydrogen removal:
1. *Vacuum degassing*
 2. *Bloom control cooling*
 3. *Rail control cooling*
- F. The manufacturer shall record the hydrogen content measured. When requested, the results of the measurements as well as evidence of the procedures used to control the final rail hydrogen shall be submitted to PATH.

2.03 ULTRASONIC TESTING AND INTERIOR CONDITION

- A. Rail shall be ultrasonically tested for internal imperfections. Ultrasonic testing shall be done for the full length of rails. Rails of 100RB/100-8 section shall be ultrasonically tested in accordance with ASTM Designation A1-00, Section S2 "Ultrasonic Testing". Rails of 115RE section shall be ultrasonically tested in accordance with AREMA Chapter 4, Part 2, Section 2.1.8 "ULTRASONIC TESTING".
- B. The calibration test rails and calibration references shall conform to the requirements of ASTM Designation A1-00, Sections S2.2.2 and S2.2.3.1 for the testing of 100RB/100-8 rail sections and AREMA Chapter 4, Part 2, Sections 2.1.8.c and 2.1.8.d.(1) for the testing of 115RE rail section.
- C. For 100RB/100-8 rail sections, any indication equal to or greater than specified under S2.2.3.1, when scanning rail at the production speed, shall be cause for initial rejection. The

suspect rail may be retested using manual non-destructive testing techniques before final rejection. The testing criteria for the retesting shall be in accordance with S2.2.3.

- D. For 115RE rail, any indication equal to or greater than specified under 2.1.8.d.(1) when scanning rail at the production speed, shall be cause for initial rejection. The suspect rail may be retested using manual non-destructive testing techniques before final rejection. The testing criteria for the retesting shall be in accordance with 2.1.8.d.
- E. Rail shall be tested for acceptable interior condition by macroetching. Macroetch testing for 100RB/100-8 rail sections shall be performed in conformance with ASTM Designation A1-00 Section 6 "Interior Condition". The pictorial standards to be used for interior condition evaluation (Section 6.2.2) shall be the same as shown in the AREMA Chapter 4, Part 2, Section 2.1.9.3 "Macroetch Evaluation" and including Sections 2.1.9.3.1 and 2.1.9.3.2 for determining rejectionable conditions. Macroetch testing for 115RE rail section shall be performed in conformance with AREMA Chapter 4, Part 2, Section 2.1.9 "INTERIOR CONDITION/MACROETCH STANDARDS".

2.04 HARDNESS PROPERTIES

- A. Standard strength rail for the 100RB/100-8 sections shall have a Brinell Hardness value of 285 (min.). Standard strength rail for the 115RE section shall have a Brinell Hardness value of 310 (min.).
- B. High strength rail for 100RB/100-8 sections shall have a Brinell Hardness value of 321 (min.). High strength rail for the 115RE section shall have a Brinell Hardness value of 370 (min.).
- C. Hardness properties for 100RB/100-8 sections shall be determined in accordance with the requirements of ASTM Designation A1-00 Section 7 "Hardness Properties" with the test made 3/8" in from the surface on a prepared sample. Hardness properties for the 115RE section shall be determined in accordance with the requirements of AREMA Chapter 4, Part 2, Section 2.1.4.2 "Internal Hardness of High Strength Rail".
- D. The manufacturer shall report the test results to PATH with the final Brinell Hardness values for the rail furnished under the purchase order.
- E. High strength rails shall be marked by either a metal plate permanently attached to the neutral axis, hot stamped, or in the brand which gives the manufacturer, type and/or method of treatment.

2.05 PHYSICAL PROPERTIES AND PERMISSIBLE VARIATIONS

- A. Standard length rails shall be 39 feet and 80 feet, when corrected to a temperature of 60 degrees F. Standard length to be furnished under the purchase order, shall be as specified in the purchase requisition documents.
- B. Rails shall be furnished in full lengths only. When so specified in the purchase requisition documents, up to 10 percent of standard length rail of the total tonnage accepted from each

individual rolling will be accepted in shorter lengths as follows: for 80 foot rail, permissible short lengths will be 78, 74, 70, 66, 60, and 39 feet. For 39 foot rail, permissible short lengths will be 36, 33, and 30 feet.

- C. Rail shall be furnished with drilled ends or with blank ends as specified in the purchase requisition documents. When specified, drilling of rail ends shall conform to the drawings and to the ASTM Designation A1-00 Section 8.3 "Drilling" for 100RB/100-8 sections and AREMA Chapter 4, Part 2, Section 2.1.12 "DRILLING" for 115RE section.
- D. Drilled rails of 100RB/100-8 sections shall be end-hardened and chamfered in accordance with ASTM Designation A1-00, Supplementary Section S1 "End Hardening". Drilled rails of 115RE section shall be end-hardened and chamfered in accordance with AREMA Chapter 4, Part 2, Section 2.1.17.1 "End Hardening".
- E. Rail of 100RB/100-8 sections shall conform to the drawings and to the ASTM Designation A1-00 Section 8 "Permissible Variations of Dimensions, Weight, and Other Physical Attributes". Rail of 115RE section shall conform to the drawings and to AREMA Chapter 4 Part 2 Section 2.1.5 "SECTION".
- F. The manufacturer shall provide appropriate gages for measuring and verifying the rail meets the specifications criteria for permissible variations. The gages for 115RE section shall be as shown in AREMA Chapter 4 Part 2 Section 2.1.20 "APPENDIX 3". Gages for the 100RB/100-8 sections shall be similar in design to the gages specified for the 115RE section but made specifically to measure variations for the individual manufactured section. All gages shall be subject to approval by PATH.
- G. When requested, the results of the actual measuring and recording of finished rail variations shall be submitted to PATH.

3.01 BRANDING AND STAMPING

- A. Marking of 100RB/100-8 rail sections, including branding and stamping shall conform to ASTM Designation A1-00 Section 14 "Product Marking".
- B. Marking of 115RE rail section, including branding and stamping shall conform to AREMA Chapter 4, Part 2 Section 2.1.6 "BRANDING AND STAMPING".
- C. The manufacturer shall submit the data and its arrangement of the intended branding and stamping to be used on the rails furnished under the purchase order.

3.02 SURFACE CLASSIFICATION

- A. Rails which contain surface imperfections in such number or of such character as will, in the judgment of the PATH representative, render them unfit for recognized uses, shall be rejected.
- B. Rails with Hot Marks, Cold Scratches, or Protrusions, in excess of limits specified by AREMA Chapter 4, Part 2, Sections 2.1.10.1 through 2.1.10.3 shall be rejected. These

requirements, though specified in AREMA, shall also apply to 100RB/100-8 rail sections supplied under the purchase order.

3.03 WORKMANSHIP, FINISH, AND RESIDUAL STRESS

- A. To meet straightness requirements, rails of 100RB/100-8 sections shall be finished in conformance to ASTM Designation A1-00, Section 8.4 "Finish".
- B. To meet straightness requirements, rails of 115RE section shall be finished in conformance to AREMA Chapter 4, Part 2, Section 2.1.13 "WORKMANSHIP".
- C. Rails shall be tested to evaluate residual stresses that may have been induced through the manufacturing process. Testing for all rail sections furnished including 100RB/100-8 and 115RE shall be in conformance with AREMA Chapter 4, Part 2, Section 2.1.13.2 "Evaluation of Residual Stresses in Rail".
- D. When requested, test results and any retests shall be submitted to PATH.

3.04 ACCEPTANCE, LOADING, SHIPPING, MEASUREMENT AND PAYMENT

- A. To be accepted, the rails offered must fulfill all the requirements of these specifications. Only A-rails produced under the purchase order will be accepted. In addition, the number of A-rails furnished shall not exceed the percentage of A-rails obtained by the manufacturer's normal ingot practice.
- B. Rails shall be handled carefully to avoid damage and shall be loaded with the branding on all rails facing the same direction. Rails of different markings shall not be intermixed in loading, but shall be segregated and loaded head up. When there are not enough rails of one marking for a full vehicle load, smaller groups consisting of tiers, may be loaded onto one vehicle subject to approval by PATH.
- C. Rails of 80 feet standard length shall be shipped on bulkhead flat cars only. Gondolas shall not be acceptable for shipping. Rails of 39 feet standard length shall be shipped on bulkhead flat cars but, when so specified by the purchase requisition documents, shall be shipped on flatbed trucks.
- D. Rails shall be measured by the number of rails furnished in accordance with the specifications and as specified in the purchase requisition documents. When so purchased, in accordance with the purchase requisition documents, rail shall be measured by the United States Standard tons furnished in accordance with the specifications. The number of tons shall be calculated based on the nominal weight per yard for the rail section ordered and furnished.
- E. Payment will be made at the unit bid price for: (A) the number of rails furnished or, when so purchased, (B) tons of rail furnished in accordance with the specifications and the purchase requisition documents.

END OF SECTION