



## REQUEST FOR QUOTATION

<p><b>Contact person/Telephone</b>                  Dennis Kopik/212-435-3931</p>	<p><b>Collective# / RFQ Number / Bid Due Date</b>                  0000018622 / 07/21/2009                  Bids must be received no later than 11:00 AM on the above Bid Due Date.</p> <p><b>Deliver Goods/Services To:</b>                  PATH                  Consolidated Maintenance Shop                  Academy Street                  Jersey City, New Jersey NJ 07302</p>
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Quantity	Description	Unit Price	Total
	<p>FORGED TRANSITION COMPROMISE RAILS AS PER ATTACHED SPECIFICATION</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> <p>****QUOTE ONLY FULLY DELIVERED PRICES****</p> <p>LEAD TIME _____</p>		
	<p><b>PLEASE QUOTE FULLY DELIVERED PRICES</b></p>	<p><b>PAYMENT TERMS</b></p>	<p><b>Total Delivered Price</b></p>

**This Quotation is subject to the terms and conditions set forth on the back page hereof. Bidder is advised to read these before signing.**

We have read the instructions and, if favored with an order, we agree to furnish the items enumerated herein at the prices and under the conditions indicated.

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

Bidder  
 Must  
 Sign  
 In  
 Two  
 Places

**NOTICE TO BIDDERS:** Unless the following term of assurance that the above offer is irrevocable is signed, the offer submitted herein shall not be deemed to be complete.

The foregoing offer shall be irrevocable for 90 days after the date on which The PORT AUTHORITY TRANS-HUDSON CORPORATION opens this proposal.

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



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Quantity	Description	Unit Price		Total
12 EA	<p>This is a Formal Bid Invitation                      Mail Sealed Bids to:</p> <p>The Port Authority of NY &amp; NJ                      Attn: Bid Custodian                      Procurement Department                      One Madison Avenue, 7th Floor                      New York, N.Y. 10010</p> <p>by the date and time listed above, where it will be publicly opened and read.</p> <p>Bids are only accepted Monday through Friday, excluding Port Authority holidays, between the hours of 8 A.M. &amp; 5 P.M., via regular mail, express delivery service or hand delivery.</p> <p>If you do not use or have an envelope provided, you must clearly mark the outside envelope/package with 'BID ENCLOSED' and show the company name, address, as well as Bid number and Due date as stated on this bid document.</p> <p>A valid photo id is required to gain access into the building, to attend the bid opening or hand deliver a bid.</p> <p>Forged transition compromise rails                      Forged transition compromise rails of 115RE to 100RB rail</p>			
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Quantity	Description	Unit Price	Total
	<p>sections. Manufacture in accordance with AREMA Portfolio of Trackwork Plans and attached requirements entitled: "PORT AUTHORITY TRANS-HUDSON CORPORATION - Forged Compromise Rails Requirements." Dated 6/12/09</p> <p>Supply 6 each right-hand and 6 each left-hand rails.                      Supply rails without milling/planing for wear.</p> <p>115RE Drilling: 3-1/2" x 6" x 6"                      2-7/8" AB                      100RB Drilling: 2-21/32" x 7-1/4" x 5-1/2"    2-65/128" AB                      Diameter of holes: 1-1/8"                      Drill only the two innermost holes on each rail end.</p> <p>Deliver to: Consolidated Maintenance Facility, 120 Academy Street, Jersey City, New Jersey 07302. Delivery must be made between the hours of 7:00 AM and 3:00 PM. Contact Mr. Joe Galluccio 24 hours prior to delivery at (201) 602-8985 for instructions.</p> <p>Invoices for payment must be sent to:</p> <p>Port Authority Trans-Hudson Corporation                      One PATH Plaza, 9th Floor                      Jersey Citym New Jersey 07306                      Attention: Jim Marrone</p>		
	<b>PLEASE QUOTE FULLY DELIVERED PRICES</b>	<b>PAYMENT TERMS</b>	<b>Total Delivered Price</b>

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

PA280/9-03

## 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 3764 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 3764, 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 3764 apply to this order. A copy can be obtained by calling (212) 435-3902 or at <http://www.panynj.gov/pdf/PA3764.pdf>.
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.

**PORT AUTHORITY TRANS HUDSON CORPORATION  
FORGED COMPROMISE RAILS REQUIREMENTS**

Revised June 12, 2009

**GENERAL**

- A. The following specify PATH requirements for the furnishing of compromise transition rail forgings on the PATH system. Forged compromise rails shall be used to transition from rails of different section without the use of bars or bolts.
- B. Reference to AREMA shall include the American Railway Engineering and Maintenance-of-Way Association "MANUAL FOR RAILWAY ENGINEERING," and/or the "PORTFOLIO OF TRACKWORK PLANS" as specified, in effect at the time of the order.

**MATERIAL**

- A. Rails to be used for the manufacture of forged, compromise sections shall be new, standard steel rail conforming to the AREMA Manual for Railway Engineering, Volume 1, Part 2, Section 2.1 "SPECIFICATIONS FOR STEEL RAILS" and as further specified herein.
- B. Rail sections to be forged and joined into compromise transition rails shall be as stated in the purchase order. Additionally, the purchase order shall state the number of right-hand and left-hand compromise transition rails to be furnished and any planing/milling required allowing for installation in worn track.
- C. Rails shall be manufactured in accordance with Section 2.1.2 "MANUFACTURE (2001)" of the Manual and, having a chemical composition conforming to Section 2.1.3.a. "CHEMICAL COMPOSITION." Testing for chemical composition and hydrogen content shall be performed and recorded by the producer and the results shall be made available to PATH.
- D. Rails shall be free from shatter cracks in accordance with Section 2.1.7 "HYDROGEN ELIMINATION (2001)" of the AREMA Manual and shall be ultrasonically tested for internal imperfections in accordance with Section 2.1.8 "ULTRASONIC TESTING (2001)" of the Manual.
- E. Rails shall be furnished drilled with the anticipation for field welding. Only the two innermost holes on each rail end shall be drilled. Drilling shall conform to AREMA standards for size and spacing for the rail sections specified (or as specified in the order), and in accordance with Section 2.1.12 "DRILLING (1995)" of the Manual.
- F. Rails shall be manufactured in conformance with Section 2.1.13 "WORKMANSHIP (2002)" of the Manual.

## **FORGING**

- A. Forgings shall be manufactured in accordance with Section M6.2 of the Portfolio of Trackwork Plans as specified for Grade C forgings and as further specified herein.
- B. Forgings shall meet the mechanical requirements specified under Section M6.5.2 of the Portfolio. Forgings shall be free of injurious imperfections.

## **LENGTH AND MACHINING**

- A. Forged rail ends shall be joined to standard rail section to provide the required length of compromise transition rails by welding.
- B. Welding of forged rail end to compromised, standard rail section to produce finished length transition rail shall be performed in accordance with Section 2.3 "SPECIFICATION FOR THE QUALITY ASSURANCE OF ELECTRIC-FLASH BUTT WELDING OF RAIL -1993" of the Manual for Railway Engineering.
- C. A minimum length of 15'-0" of standard rail of the sections specified in the order shall be provided at each end of the forging in the makeup of the finished length of transition compromise rails. When longer rails are used, the location of the joint must be centered on the completed transition rail. In any event, the completed transition rail shall not be longer than 39'-0".
- D. Finished rails shall be planed/milled, when specified in the order, to allow for headwear of existing trackwork. Machining shall be performed in accordance with applicable AREMA standards and in conformance with the best manufacturing processes in effect at the time of the order.

## **MARKING AND DELIVERY**

- A. Compromise rails shall be marked (gage) in accordance with AREMA standards.
- B. Delivery shall be made in open body truck for unloading by over-head crane.

## **MEASUREMENT AND PAYMENT**

- A. Measurement of acceptable material shall be the actual number of each forged compromise transition rail manufactured and delivered in accordance with the specifications.
- B. Payment shall be made for each rail furnished and accepted in accordance with the specifications, in the amount bid for each rail.
- C. Material not meeting the requirements of the specifications will be rejected. The rejected material shall be returned to the vendor at his expense.

**END OF SECTION**