



REQUEST FOR QUOTATION

<p>Contact person/Telephone Larry Waxman/201-395-3451</p>	<p>Collective# 0000036634 Bid Due Date 03/05/2014 Bids must be received no later than 11:00 AM on the above Bid Due Date.</p> <p>Deliver Goods/Services To: Path Harrison Stockroom Foot of Cape May St. Harrison NJ 07029</p>
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Quantity	Description	Unit Price	Total
	<p>PATH RAIL CAR ITEMS (THREE LINE ITEMS) PER ATTACHED SPECIFICATIONS AND DRAWINGS S-0001-F AND S-0003-W.</p> <p>PLEASE FOLLOW RETURN TO BID INSTRUCTIONS. REPLY IF POSSIBLE ONLY ON PATH/PA REQUEST FOR QUOTATION FORM AS ATTACHING YOUR COMPANIES TERMS&CONDITIONS MAY CAUSE YOUR BID TO BE DEEMED NON RESPONSIVE AND OR DELAY AN AWARD ISSUED.</p> <p>QUOTE FOB DELIVERED PRICING ON ALL ITEMS.</p> <p>QUESTIONS ONLY CONTACT: LARRY WAXMAN TEL: 201 395 3451 OR EMAIL: Lwaxman@panynj.gov</p> <p>IN THE INVENT OF AN ORDER ADVISE DELIVERY IN DAYS _____ A.R.O.</p> <p>WITH BID RESPONSE ADVISE EQUIPMENT TO BE OFFERED: MANUFACTURER: _____ PLANT LOCATION: _____ MAKE/MODEL/PART NUMBER: _____</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.

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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>				
24 EA	012699				
	<p>PLEASE QUOTE FULLY DELIVERED PRICES</p>			<p>Total Delivered Price</p>	

PAYMENT TERMS

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REQUEST FOR QUOTATION

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03/05/2014

Quantity	Description	Unit Price		Total	
	WHEEL, TRAIN STEEL, FOR FLAT CAR, WHEEL DIAMETER 34", * STEEL (ROLLED WROUGHT). ATA DESIGN RT-34B-ROUGH BORE 6 3/8 IN. ASTM SPEC-57 (LATEST REVISION) CLASS B-R FOR CHEMISTRY, HEAT TREATMENT AND TAPE SIZE. ASTM SPEC-25 (LATEST REVISION) FOR BALANCE OF MECHANICAL-TOLERANCES, PLUS 14 TAPES, MINUS 0 TAPES. STANDARD CYLINDRICAL TREAD CONTOUR TAPER OF 1 INCH TO 20 INCH, HUB LENGTH 6 1/2 IN WORKING TO PLUS OR MINUS 1/8 INCH. BACK PROJECTION 1 3/4 IN. WORKING TO A TOLERANCE OF PLUS 1/8 INCH MINUS 0 INCH. RIM WIDTH 5 1/4 IN. IF POSSIBLE 5/8 IN. HUB DEPRESSION AND 6 5/8 INCH HUB LENGTH. THE FOLLOWING DETAILS APPLY TO THE WHEELS TO BE FURNISHED HEREUNDER. THE WHEELS MUST MEET THIS SPECIFICATION. ALL WHEELS ARE SUBJECT TO MILL INSPECTION AND ACCEPTANCE BY PATH'S DESIGNATED INSPECTION LABORATORY. THE				
	<p style="text-align: center;">PLEASE QUOTE FULLY DELIVERED PRICES</p>	<p>PAYMENT TERMS</p>		<p>Total Delivered Price</p>	

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REQUEST FOR QUOTATION

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Quantity	Description	Unit Price		Total	
	<p>SUCCESSFUL VENDOR IS TO NOTIFY PATH OF THEIR MANUFACTURING SCHEDULE SO A PATH INSPECTOR MAY WITNESS SUCH MANUFACTURING. * WHEELS ARE TO BE STAMPED ON THE OUTSIDE AND THE NUMBERING SHALL BEGIN WITH #*(PATH WILL ADVISE THE SUCCESSFUL VENDOR THE NUMBER SEQUENCE) AND CONTINUE CONSECUTIVELY ENDING WITH #*. * WHEELS SHIPPED BY THE MANUFACTURER SHOULD BE STACKED WITH FLANGES UP AND SECURED TO SKID,AS REQUIRED,ACCORDING TO WHEEL CRATING DRAWING ATTACHED TO PURCHASE ORDER. * THE WHEELS MUST BE DELIVERED IN AN OPEN FLAT BED TRUCK WHICH WILL MAKE THEM ACCESSIBLE FOR SIDE UNLOADING. * ALL WHEEL PALLETS MUST BE WRAPPED IN SHRINK WRAP PLASTIC.* ...END...</p>				
12 EA	<p>1180096 Wheel for flat cars AAR P33 with cylindrical tread per CED Engineering Spec S-0001-F.</p>				
<p>PLEASE QUOTE FULLY DELIVERED PRICES</p>		<p>PAYMENT TERMS</p>		<p>Total Delivered Price</p>	

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03/05/2014

Quantity	Description	Unit Price	Total
10 EA	<p>1180097 Wheel and Axle Set, axle class E with AAR P33 wheels with cylindrical tread and 6x11 journal bearings per CED Spec S-0001-F.</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>IN THE EVENT OF AN ORDER: DELIVERY TO THE PATH STOKROOM SPECIFIED, REQUIRES A MINIMUM OF 48 HOURS NOTICE PRIOR TO DELIVERY. ANY DELIVERY ATTEMPT WITHOUT SUCH NOTIFICATION WILL BE REJECTED. NOTIFICATION MADE TO: SUPERVISOR PATH STOCKROOM BY CALLING (201) 268-3945/78 OR (201) 216-7070.</p>		
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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.

BID# 36634

33^{incl}

SPEC # : S-0001-F

SYSTEM: Flat cars

DATE: Jan. 15, 2014

PORT AUTHORITY TRANS-HUDSON CORPORATION
CAR EQUIPMENT DIVISION

ENGINEERING SPECIFICATION

TITLE

SPECIFICATION FOR 33-INCH WHEELS AND 33-INCH WHEEL AND AXLE SETS FOR PATH
FLATCAR NOS. F30 THROUGH F47

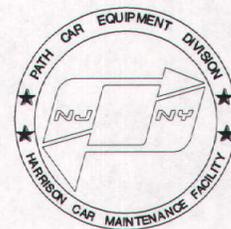


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1. BIDDER'S PREREQUISITES

Only Bidders who can comply with the following should submit bids as only bids submitted by such Bidders will be considered. It should be noted that a determination that a Bidder meets the prerequisites is no assurance that the Bidder will be deemed qualified in connection with other bid requirements included herein.

- a. Within five (5) years prior to the date of submission of its bid, the Bidder shall have had experience in the manufacturing and delivering of wrought steel wheel and axle sets for transit or freight railcars. The Bidder may also fulfill this prerequisite if the Bidder can demonstrate to the satisfaction of the Authority, that within the last five (5) years prior to the date of submission of its bid, the persons or entities owning and controlling the Bidder have experience in the manufacturing and delivering of wrought steel wheel and axle sets for transit or freight railcars.
- b. Wheel and axle sets shall be manufactured in a facility that has been certified to meet the requirements of the Association of American Railroads Quality Assurance Program for the manufacture of freight and locomotive wheels and axles.
- c. Evidence showing that the above prerequisites are satisfied is to be submitted with the Bid.

2. GENERAL AGREEMENT

Within three (3) months of the date of the Purchase Order, the Contractor agrees to deliver twelve (12) 33" wheels and ten (10) 33" wheel and axle sets as described herein for PATH's flatcar numbers F30 through F47 all in strict accordance with the Specification. The Contractor further agrees to assume and perform all other duties and obligations imposed upon him by this Contract. For the purposes of this specification, a wheel and axle set is defined as an axle with two wheels and two journal bearings properly mounted for use with PATH's flatcar numbers F30 through F47. Wheels, axles and journal bearings are to be in accordance with this specification.

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 be so furnished and done, 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 and wheel and axle sets 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 and wheel and axle sets within three (3) months of the date of the 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

These Specifications relate generally to the manufacture and delivery of twelve (12) 33" wheels and ten (10) 33" wheel and axle sets as described herein for PATH's flatcar numbers F30 through F47.

These specifications require performing all tasks necessary or proper for or incidental to the matter referred to in the immediately preceding paragraph. In addition, all Work not mentioned in the Specifications 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 these Specifications; and the Contractor shall perform the same as if they were specifically delineated, described and mentioned.

6. WORK REQUIRED BY THE SPECIFICATIONS

The work shall include the manufacture and delivery of wheels and wheel and axle sets for PATH flatcar numbers F30 through F47. PATH flatcar numbers F30 through F47 have a 35 ton load limit.

Wheels shall be AAR Type P33 per Figure B.9 of AAR M-107/M-208, latest revision (hereinafter referred to as M-107), Class B, wrought steel, multiple wear wheels. Wheel tread dimensions shall be in accordance with Figure B.13 of AAR M-107 "Cylindrical Tread Contour for Narrow Flange Wheels".

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. Each wheel shall have 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 of wheels shall be in accordance with AAR M-107, Section 6.

Shot peening of wheels shall be in accordance with AAR M-107, 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 of wheels shall be in accordance with Section 18 of AAR M-107.

Wheel markings shall be on the front hub face in accordance with AAR M-107, Section 17. Design shall be marked "PA". Each wheel shall have its own individual serial number. The serial numbers shall begin with the number 143301 and continue consecutively for the total number of wheels on the Purchase Order (i.e. 143302, 143303, etc.). In addition, each axle shall have its own individual serial number. The axle serial numbers shall begin with the number 1401 and continue consecutively for the total number of axles on the Purchase Order (i.e. 1402, 1403, etc.).

Wheel certification shall be provided in accordance with AAR M-107, Section 19.

Coat only stamped areas with cozmoline. The remaining areas shall not be coated.

Axles shall be Axle Class E, journal size 6 x 11, per Figure 4.1 of AAR Wheel and Axle Manual RP-633 Segment 4.0.

Journal bearings shall be Timken 6 x 11, AP Class E, AAR-1A.

Back to back wheel measurement of the wheel/axle set is to be 4 feet 5.3 inches (+0 / -0.14).

All wheels, axles and journal bearings, as supplied to PATH, are to be new and unused and manufactured

from new and unused material. Previously owned or reconditioned equipment will not be accepted.

7. CERTIFICATION

The Contractor shall certify that the wheel and axle sets, wheels, axles and journal bearings are in accordance with all applicable requirements of the AAR Manual of Standards and Recommended Practices.

The Contractor shall provide to PATH, wheel and journal bearing pressing force charts showing acceptable wheel and journal bearing to axle press fits. All axles, wheels and journal bearings shall be identified by serial number.

Mill certification of all wheels and axles shall be provided showing chemical and physical properties.

8. DELIVERY OF UNITS

The Contractor shall deliver all shipments to PATH's premises in Harrison, New Jersey at the Car Equipment Division facility. The wheels shall be stacked on a skid four high with the flanges up as shown in Figure 1 of this Specification. 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.

Wheel and axle sets are to be secured to prevent them from rolling during shipment. The wheels on the wheel and axle sets are to be shipped so that the wheels are resting on the tread and not on the wheel flanges.

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) 350-3944

The wheel skids and wheel and axle sets are to be delivered and unloaded between the hours of 7:00 a.m. and 2:00 p.m. PATH will unload the units from the trucks. The units shall be shipped on an open flat bed truck that can be unloaded from the sides by a standard forklift. The loading and unloading of the units shall be under the delivery driver's direction.

9. INSPECTIONS AND TESTS

After delivery a final inspection of the wheel and axle sets 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".

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.

10. GUARANTEE

The Contractor shall unconditionally guarantee that the wheels and wheel and axle sets as supplied are free from defects and have satisfied all quality requirements in accordance with the provisions of the AAR Manual of Standards and Recommended Practices.

Wheels and wheel and axle sets that show material defects within one (1) year from the date of original inspection and acceptance at PATH's Harrison Car Maintenance Facility, shall be rejected and replaced by the Contractor at no cost to PATH.

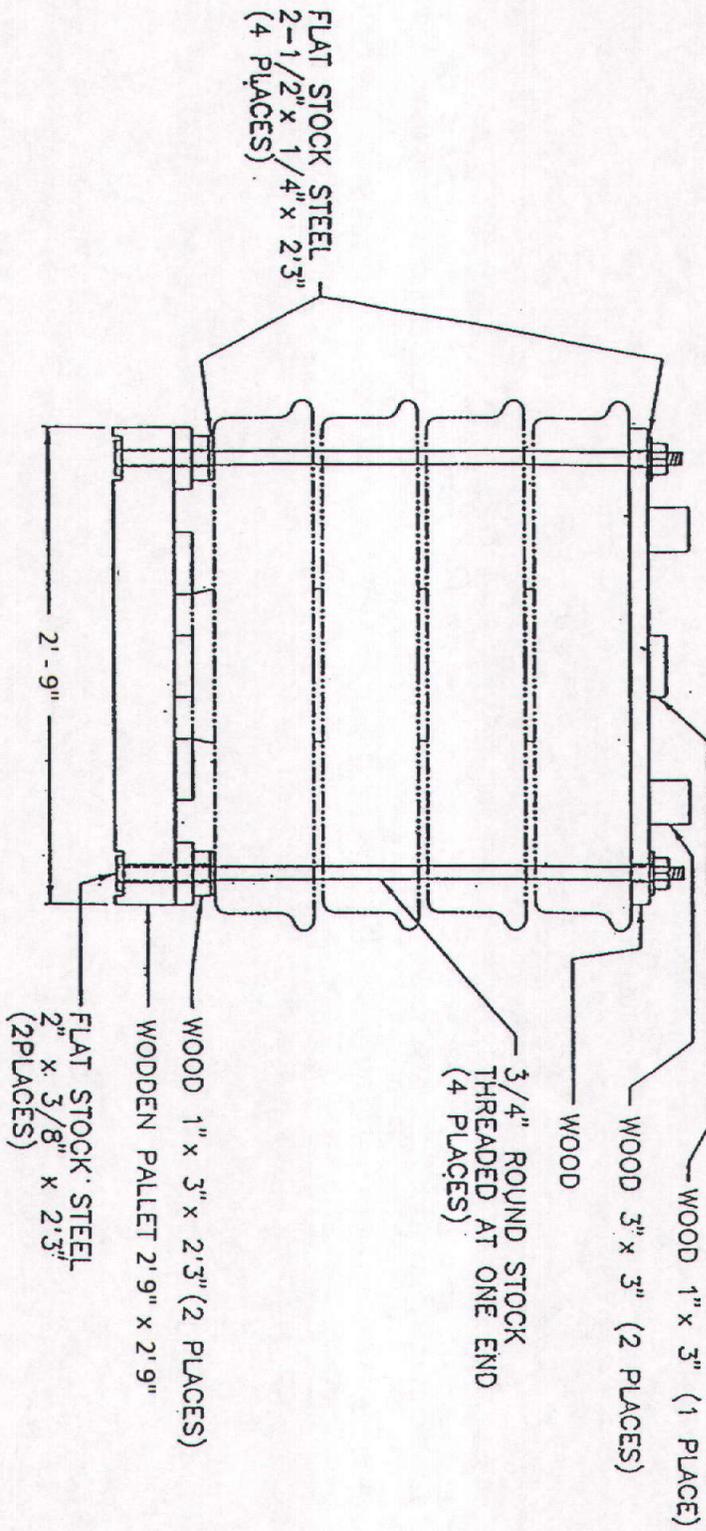


FIGURE 1

PACKAGING OF PATH WHEELS

end 33

Bid # 36634 34 inch

SPEC # : S-0003-W

SYSTEM: Flat Cars

PORT AUTHORITY TRANS-HUDSON CORPORATION
CAR EQUIPMENT DIVISION
ENGINEERING SPECIFICATION

TITLE
SPECIFICATION FOR 34-INCH, CLASS B, WROUGHT STEEL, MULTIPLE WEAR WHEELS FOR
PATH'S FLAT WORK CARS

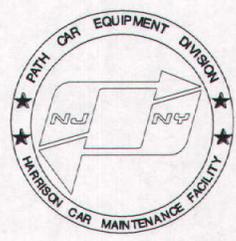


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FIGURE 1 – PACKAGING OF PATH FLAT CAR WHEELS 5

1. BIDDER'S PREREQUISITES

Only Bidders who can comply with the following should submit bids as only bids submitted by such Bidders will be considered. It should be noted that a determination that a Bidder meets the prerequisites is no assurance that the Bidder will be deemed qualified in connection with other bid requirements included herein.

- a. Within five (5) years prior to the date of submission of its bid, the Bidder shall have had experience in the manufacturing and delivering of wrought steel wheels for railcars. The Bidder may also fulfill this prerequisite if the Bidder can demonstrate to the satisfaction of the Authority, that within the last five (5) years prior to the date of submission of its bid, the persons or entities owning and controlling the Bidder have experience in the manufacturing and delivering of wrought steel wheels for railcars.
- b. Wheels shall be manufactured in a facility that has been certified to meet the requirements of the Association of American Railroads Quality Assurance Program for the manufacture of freight and locomotive wheels.
- c. Evidence showing that the above prerequisites are met is to be submitted with the Bid.

2.. GENERAL AGREEMENT

Within three (3) months of the date of the Purchase Order, the Vendor agrees to manufacture and deliver twenty-four (24) 34", Class B, wrought steel, multiple wear wheels for PATH's flat work cars all in strict accordance with the Specification. The Vendor further agrees to assume and perform all other duties and obligations imposed upon him by this Contract.

PATH agrees to pay the Vendor and the Vendor agrees to accept from PATH in full consideration for the performance by the Vendor 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 this Request for Quotation, 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 Vendor 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 Vendor's expense, or without cost or expense to PATH or without additional compensation to the Vendor shall not be deemed to imply that only things of a nature similar to those enumerated shall be so furnished and done, but the Vendor 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 Vendor 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 Vendor and to facilitate his performance, will pay to the Vendor, 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 Vendor'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 Vendor certifies that there are no such taxes included in his prices. The compensation set forth herein is the complete compensation to the Vendor, and PATH will not

separately reimburse the Vendor 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 Vendor for services rendered under this Contract.

The acceptance by the Vendor, 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 Vendor 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 Vendor or his sureties from any obligations in connection with this Contract.

The Vendor'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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor shall deliver all wheels within three (3) months of the commencement date of this contract.

The Vendor'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 Vendor 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 Vendor 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 Vendor shall be liquidated in the sum of Two Hundred Dollars (\$200.00) per each calendar day by which the Vendor fails to complete the delivery in accordance with the provisions hereof.

5. SCOPE

These Specifications relate generally to the manufacture and delivery of twenty-four (24) 34", Class B, wrought steel, multiple wear wheels for PATH's flat work cars.

These specifications require performing all tasks necessary or proper for or incidental to the matter referred

to in the immediately preceding paragraph. In addition, all Work not mentioned in the Specifications 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 these Specifications; and the Vendor shall perform the same as is they were specifically delineated, described and mentioned.

6. WORK REQUIRED BY THE SPECIFICATIONS

The work shall include the manufacture and delivery of 34", Class B, wrought steel, multiple wear wheels for PATH's flat work cars. Said wheels shall be manufactured in accordance with the Association of American Railroads Specification M-107-84, hereinafter referred to as AAR M-107-84) for Class B wheels. Wheel dimensions shall be in accordance with Figure 13 of AAR M-107-84 "Cylindrical Tread Contour for Narrow Flange Wheels" and the following (see Figure 8 of AAR M-107-84):

Rim Thickness (G): 2.5 inches (+1/4", -1/8")
 Diameter (D): 34 inches (+14 tapes, -0)
 Back of Hub to Back of Rim (R₂): 2 1/2 inches (+1/8", -0)
 Hub Thickness (P): 7 inches (+1/8", -1/8")
 Hub Diameter (O₁ and O₂): 11 inches (+1", -0)
 Plate Thickness (N): 3/4" minimum

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. Each wheel shall have 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-107-84, Section 6.

Shot peening shall be in accordance with AAR M-107-84, Section 7. Shot shall be SAE No. S550 to S660 hardened steel as specified in SAE recommended practice J827. All un-machined 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-107-84.

Wheel markings shall be on the front hub face in accordance with AAR M-107-84, Sections 13 and 17. Design shall be marked "PA".

Certification shall be provided in accordance with AAR M-107-84, Section 19.

Wheels shall be stamped on the outside (hub). Each wheel shall have its own individual serial number. The serial numbers shall begin with the number 143401 and continue consecutively for the total number of wheels on the Purchase Order (i.e. 143402, 143403, etc.).

Stamped areas of all wheels are to be coated with Cozmoline or an equivalent coating.

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 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 in plastic. The shrink wrap shall be applied such that there are no seams at the top of the skids in order to prevent water collection in the dished area of the wheels. The wheels shall be delivered on an open flatbed truck that will make them accessible for side loading and unloading.

The Vendor shall deliver all shipments to the following:

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

Units are to be delivered between the hours of 7:00 a.m. and 1:30 p.m. PATH will unload the units from the trucks. The loading and unloading of the units shall be under the delivery driver's direction.

8. INSPECTIONS AND TESTS

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 Vendor 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".

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 Vendor at his own expense. The fact that the inspectors have accepted the material and workmanship shall not relieve the Vendor from his obligation to supply other material and workmanship when so ordered by the Engineer. The Vendor, 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 Vendor 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 Vendor shall give at least ten days notice to the Engineer of his intention to commence the manufacture or preparation of such materials. The Vendor 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 Vendor 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-107-84. 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 Vendor at no cost to PATH.

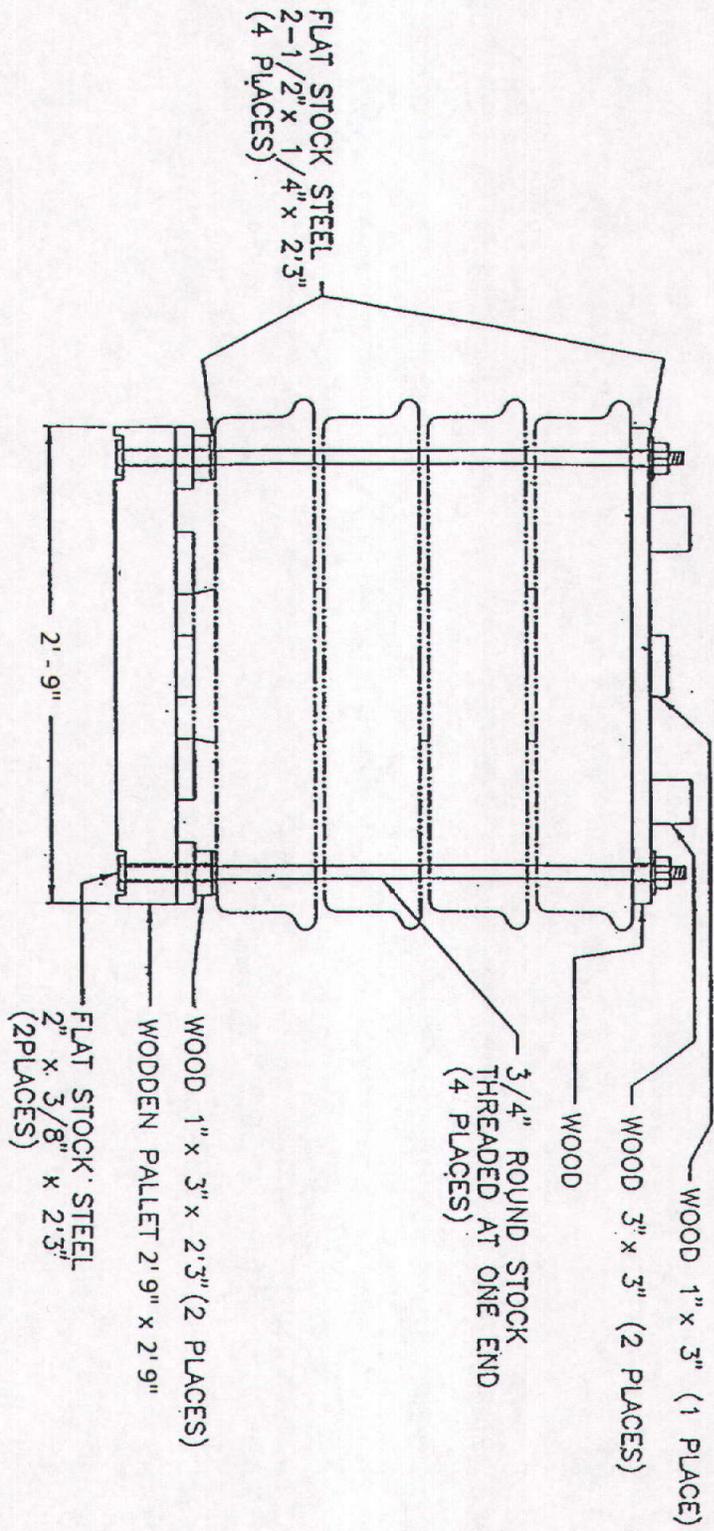


FIGURE 1

PACKAGING OF PATH WHEELS

Handwritten signature: HENDON