



# REQUEST FOR QUOTATION

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| <p><b>Contact person/Telephone</b><br/>Nancy Ubilla/201-395-3402</p> | <p><b>Collective#</b> 0000039675<br/><b>Bid Due Date</b> 10/15/2014<br/>Bids must be received no later than 11:00 AM on the above Bid Due Date.<br/><b>Deliver Goods/Services To:</b><br/>John Wargo<br/>(201) 216-7094<br/>Academy Street<br/>Jersey City NJ 07306</p> |
|--|---|

| Quantity | Description  | Unit Price           | Total                        |
|----------|--|----------------------|------------------------------|
|          | <p>SUPPLY AND DELIVER ONE (1) TIE CRANE/HANDLER AS SPECIFIED IN THE "PORT AUTHORITY TRANS-HUDSON COPRORATION (PATH) JERSEY CITY, NEW JERSEY NEW TIE CRANE/HANDLER DATED 9/26/2014"</p> <p>DELIVERY TO:<br/>THE PORT AUTHORITY OF NY &amp; NJ<br/>CONSOLIDATED MAINTENANCE SHOP<br/>120 ACADEMY ST, JERSEY CITY, NJ 07302<br/>ATTN: ED PERARA (201) 216-6021<br/>JOHN WARGO (201) 216-7094</p> <p>NOTE: These items may be federally funded in whole or in part. Accordingly, the Federal requirements will be required as part of the agreement and will be applicable to the supply of such items.</p> <p>FTA Bid Submission Requirements:<br/>The following items are additional bid submittal requirements and are contained within the Federal Transit Administration (FTA) Requirements and/or Solicitation Document and shall accompany your bid submission:</p> <p>ALL BIDDERS MUST SUBMIT THE FOLLOWING DOCUMENTS WITH ITS BID. IF ANY DOCUMENTS ARE MISSING, THEY MAY BE DEEMED NON-RESPONSIVE.</p> |                      |                              |
|          | <b>PLEASE QUOTE FULLY DELIVERED PRICES</b>   | <b>PAYMENT TERMS</b> | <b>Total Delivered Price</b> |

**This Quotation is subject to the terms and conditions set forth on the back 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

Bid Due Date  
10/15/2014

| Quantity | Description  | Unit Price           |  | Total                        |  |
|----------|--|----------------------|--|------------------------------|--|
|          | 1. Fully completed Quotation signed by the Officer of the Corporation.<br>2. The Port Authority of NY & NJ Purchase Order Terms and Conditions<br>3. Federal Transit Administration Requirements<br>4. Buy America Certifications included in the Federal Transit Administration<br>5. DBE FORMS A1, A2, A3<br>6. Certification Regarding Lobbying Pursuant to 31 U.S.C. 1352<br>7. Standard Form LLL - Disclosure of Lobbying Activities<br>8. Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion - Lower Tier Covered Transactions |                      |  |                              |  |
|          | <b>PLEASE QUOTE FULLY DELIVERED PRICES</b>   | <b>PAYMENT TERMS</b> |  | <b>Total Delivered Price</b> |  |

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



PORT AUTHORITY TRANS-HUDSON CORPORATION  
(PATH)  
JERSEY CITY, NEW JERSEY

NEW  
TIE CRANE/HANDLER  
DATED 9/26/2014

## **A. CONTRACT SPECIFIC TERMS AND CONDITIONS**

### **TABLE OF CONTENTS**

- 1. Order of Precedence**
- 2. Specific Definitions**
- 3. Time is of the Essence**
- 4. Bill of Sale**
- 5. Title to Material**
- 6. Payment**
- 7. Default – Delays**
- 8. Acceptance or Rejection of Bids**
- 9. Bidder's Questions**
- 10. Specific Bidder's Prerequisites**
- 11. Background Qualification Questionnaire (BQQ)**
- 12. Contractor's Staff Background Screening**
- 13. Equipment Warranty**
- 14. Standards**
- 15. Liquidated Damages**
- 16. Materials and Workmanship**
- 17. Inspection and Acceptance**
- 18. Errors and Omissions**
- 19. Approval by the Project Manager**
- 20. Changes**
- 21. Variations in Quantity**
- 22. Insurance Procured by the Contractor**
- 23. PATH- On Track Safety Training**

**1. Order of Precedence**

Anything to the contrary herein notwithstanding, all Contract Specific Terms and Conditions shall be deemed to control in the event of a conflict with the Standard Terms and Conditions contained in this Contract.

**2. Specific Definitions**

To avoid undue repetition, the following terms, as used in this Contract, shall be construed as follows:

Government, United States Government, Federal or words of like import shall mean the United States of America.

UMTA or FTA - shall mean the United States Department of Transportation, Federal Transit Administration (formerly known as the Urban Mass Transportation Administration).

DOT - shall mean the United States Department of Transportation.

DCAA - shall mean the Defense Contract Audit Agency.

The Port Authority or Authority - shall mean The Port Authority of New York and New Jersey.

PATH shall mean Port Authority Trans-Hudson Corporation

Project Manager - means the Project Manager of the Authority assigned to this project, acting either personally or through his duly authorized representatives acting within the scope of the particular authority vested in them.

Investigation - Any inquiries made by any federal, state or local criminal prosecuting agency and any inquiries concerning civil anti-trust investigations made by any federal, state or local governmental agency. Except for inquiries concerning civil anti-trust investigations, the term does not include inquiries made by any civil government agency concerning compliance with any regulation, the nature of which does not carry criminal penalties, nor does it include any background investigations for employment, or Federal, State, and local inquiries into tax returns.

Item(s) – shall mean the goods, merchandise, supplies, equipment, services or articles specified.

Manufacturer – shall mean the person or entity who will actually build the specific item to be provided as described herein.

**3. Time is of the Essence**

The Contractor's obligation for the performance within the time provided for this Contract is of the essence of this Contract. The Contractor guarantees that it can and will complete such fabrication, supply, delivery, factory and field testing, and on-site training within the time herein stipulated.

The delivery times shall be extended (subject, however, to the provisions of this numbered clause) only if, in the sole opinion of the Project Manager acting personally, the Contractor is necessarily delayed in the

delivery solely by fault of The Port Authority. Further, the Contractor shall be entitled to an extension of time to the extent that delay in its performance results from floods, earthquakes, storms, lightning, fire, epidemic, strike, force majeure, civil disturbance or any other cause which is beyond the reasonable control of the Contractor as determined by the Project Manager.

Any reference herein to the Contractor shall be deemed to include suppliers and others performing on behalf of the Contractor, whether or not in privity of contract with the Contractor, and employees and others will be considered as agents of the Contractor.

**4. Bill of Sale**

The Contractor warrants that the item(s) is free of liens and other encumbrances. The Contractor shall promptly furnish to the Port Authority such bills of sale and other instruments as may be required by it, properly executed, acknowledged and delivered, assuring to it title to the item(s), free of liens and other encumbrances, upon delivery of such merchandise to the Port Authority.

**5. Title to Materials**

All manufactured equipment, drawings, specifications, spare parts, training programs/ materials, provided to the Port Authority shall be and become the property of the Authority upon successful completion of commissioning and acceptance testing by PATH. All equipment stored by the Contractor shall be individually marked and identified in a conspicuous manner "Property of the Port Authority of New York and New Jersey – BID # 39675. Contractor shall arrange for the Project Manager to have access to the storage site for inspection of equipment stored as requested. The Contractor shall have risk of loss for any equipment stored until their delivery and acceptance by PATH at the Project site. As a prerequisite to making any payments under this clause, the Contractor shall furnish whatever documents evidencing transfer of title of equipment to the Authority that the Project Manager requires, including bills of sale and affidavits of title in forms acceptable to the Project Manager. The making of milestone payments shall not be deemed to be a final acceptance of equipment nor shall it relieve Contractor of responsibility for such equipment.

**6. Payment**

Subject to the provisions of this Contract, the Port Authority agrees to pay to the Contractor and the Contractor agrees to accept from the Port Authority as full and complete consideration for the performance of all its obligations under this Contract and as sole compensation for the items(s) and/or service(s) provided by the Contractor hereunder, a compensation calculated from the respective prices inserted by the Contractor in the Pricing Sheet(s) for actual services and goods performed/provided, forming a part of this Contract. The manner of submission of all bills for payment to the Contractor for Service(s) and/or item(s) provided under this Contract shall be subject to the approval of the Port Authority in all respects, including, but not limited to, format, breakdown of items presented and verifying records. All computations made by the Contractor and all billing and billing procedures shall be done in conformance with the clause entitled "Invoices" and the following procedures:

The standard Port Authority / PATH payment terms are NET 30 days after successful receipt of all subject items and materials under this award, minus any deductions and/or any liquidated damages to which the invoice may be subject and/or any adjustments as may be required pursuant to increases and decreases in quantity.

No certificate, payment, acceptance of any item(s) or any other act or omission of any representative of the Port Authority shall operate to release the Contractor from any obligation under or upon this Contract, or to estop the Port Authority from showing at any time that such certificate, payment, acceptance, act or omission was incorrect or to preclude the Port Authority from recovering any monies paid in excess of those lawfully due and any damage sustained by the Port Authority.

In the event an audit of received invoices should indicate that the correct sum due the Contractor for the relevant billing period is less than the amount actually paid by the Port Authority, the Contractor shall pay to the Port Authority the difference promptly upon receipt of the Port Authority's statement thereof. The Port Authority may, however, in its discretion elect to deduct said sum or sums from any subsequent payments payable to the Contractor hereunder.

"Final Payment", as the term is used throughout this Contract, shall mean the final payment made for the supply, delivery and acceptance of all item(s) required under this Contract. The Contractor's acceptance of Final Payment shall act as a full and complete release to the Port Authority of all claims of and of all liability to the Contractor for all item(s) furnished in connection with this Contract and for every act and neglect of the Port Authority and others relating to or arising out of this Contract, 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 from any obligations in connection with this Contract.

**7. Default- Delays**

If the Contractor fails to perform in accordance with the terms of this Contract, the Authority may obtain the goods or services from another Vendor and charge the Contractor the difference in price and a reletting cost, if any, plus any other damages that the Port Authority may deem appropriate.

**8. Acceptance or Rejection of Bids**

The acceptance of a bid will be by a written notice signed by an authorized representative on behalf of the Authority. No other act of the Port Authority, its Commissioners, officers, agents or employees shall constitute acceptance of a bid. The Authority reserves the unqualified right, in its sole and absolute discretion, to reject any and all bids or to accept any bid, which in its judgment will best serve the public interest and to waive defects in any bid. No rights accrue to any Bidder unless and until its bid is accepted.

**9. Bidder's Questions**

Any questions by prospective Bidders concerning the Work to be performed or the terms and conditions of the Contract may be addressed to the Buyer listed on the Cover Sheet of this document. The Buyer is only authorized to direct the attention of prospective Bidder to portions of the Contract. No employee of the Port Authority is authorized to interpret any portion of the Contract or to give information in addition to that contained in the Contract. When Contract interpretation or additional information as to the Contract requirements is deemed necessary by the Port Authority, it shall be communicated to all Bidders by written addenda issued under the name of the Manager, Purchasing Services Division of the Port authority. Addenda shall be considered part of the Contract.

## **10. Specific Bidder's Prerequisites**

- a. The Bidder shall have had at least five (5) years of continuous experience immediately prior to the date of submission of its bid in the management, design and manufacturing Tie Crane/Handlers of a similar design required herein and during that time have actually engaged in providing said or such equipment to commercial or industrial accounts under contract. The Bidder may fulfill this prerequisite if the Bidder can demonstrate to the satisfaction of the Port Authority that the persons or entities owning and controlling the Bidder have had a total of at least five (5) year(s) of experience immediately prior to the date of the submission of its bid in management, design and manufacturing Tie Crane/Handler of a similar design required herein and were actually engaged in providing such equipment to commercial or industrial accounts under contract during that time, or have owned and controlled other entities which have actually engaged in providing the above described equipment during that time period.
- b. During the time period as stated in (a) above, the Bidder, or persons or entities owning and controlling the Bidder, shall have satisfactorily performed or be performing under at least one (1) contract(s) requiring similar equipment and services to those required under this Contract.
- c. The Bidder shall have had in its last fiscal year, or the last complete calendar year immediately preceding the opening of its bid, a minimum of two (2) million dollars annual gross income from the type of service required under this Contract.
- d. In the event a bid is submitted by a joint venture the foregoing prerequisites will be considered with respect to such Bid as follows: The prerequisite in subparagraph (a) and (b) above, will be considered satisfied if the joint venture itself, or any of its participants individually, can meet the requirements. If a joint venture which has not been established as a distinct legal entity submits a bid, it and all participants in the joint venture shall be bound jointly and severally and each such participant in the joint venture shall execute the bid and do each act and thing required by this Invitation for Bid. On the original bid and wherever else the Bidder's name would appear, the name of the joint venture Bidder should appear if the joint venture is a distinct legal entity. If the Bidder is a common law joint venture, the names of all participants should be listed followed by the words "acting jointly and severally". All joint venture Bidders must provide documentation of their legal status

Proof that the above prerequisites are met should be submitted with the bid.

## **11. Background Qualification Questionnaire (BQQ)**

The Bidder shall submit a completed Background Qualification Questionnaire (BQQ), required for itself and all subcontractors and vendors known to the Bidder at the time of bid submission. This document and instructions for submitting the completed BQQ to the Authority's Office of Inspector General can be obtained at the Authority's website through the following link:  
[http://www.panynj.gov/wtcprogress/pdf/PANYNJ\\_OIG\\_WTC\\_BQQP.zip](http://www.panynj.gov/wtcprogress/pdf/PANYNJ_OIG_WTC_BQQP.zip)

## **12. Contractor Staff Background Screening**

The Contractor awarded this contract may be required to have its staff, and any subcontractor's staff working under this Contract, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority. The Contractor (and

subcontractor) may also be required to use an organization designated by the Authority to perform the background checks. The cost for said background checks for staff that pass and are granted a credential shall be reimbursable to the Contractor (and its subcontractors) as an out-of-pocket expense. Staff that are rejected for a credential for any reason are not reimbursable.

As of January 29, 2007, the Secure Worker Access Consortium (S.W.A.C.) is the only Port Authority approved provider to be used to conduct background screening, except as otherwise required by federal law and/or regulation. Information about S.W.A.C., instructions, corporate enrollment, online applications, and location of processing centers can be found at <http://www.secureworker.com>, or S.W.A.C. may be contacted directly at (877)522-7922.

### **13. Equipment Warranty**

Notwithstanding the Specifications forming a part of this Contract, any inspection or approval of the item(s) by the Port Authority or the existence of any patent or trade name, the Contractor nevertheless unconditionally warrants that the item(s) specified herein shall be of the best quality and shall be fully fit for the purpose for which it is to be used. The Contractor unconditionally warrants all equipment furnished against defects or failures of any kind, including defects or failures in design, workmanship and materials, failure to operate satisfactorily for any reason, excepting such defects or failures which the Contractor demonstrates to the satisfaction of the Engineer have arisen solely from accident, abuse or fault of the Port Authority occurring after acceptance by the Port Authority and not due to fault on the Contractor's part for the warranty period(s) described below. In the event of defects or failures in said equipment, then upon receipt of notice thereof from the Engineer, the Contractor shall correct such defects or failures by immediately reconstructing, repairing or making such alterations or replacement of said item(s) as may be necessary or desirable in the sole opinion of the Engineer to comply with the above warranty at no cost to the Port Authority.

The foregoing warranty shall not, however, be a limitation on any rights which the Authority would have, either expressed or implied, in connection with this Contract in the absence of such warranty, said warranty being given only for the greater assurance of the Port Authority. In addition, the Contractor shall provide the following specific warranties to the Port Authority:

- All equipment shall be warranted for two (2) years from date of in-service installation or three (3) years from date of delivery to PATH; whichever is longer.
- Contractor agrees that it will make available to PATH replacement equipment, parts and service of equipment either under the warranty set forth, above, or through purchase for (5) years from the date of installation. If the Contractor discontinues manufacturing or support of any product supplied, Contractor shall provide PATH with the latest drawings, parts lists, Contractor contacts and PATH shall have the right to have the product or services manufactured or provided by any other source at PATH's discretion without any additional fees.

### **14. Standards**

The Tie Crane/Handler shall comply with the American Railroad of Engineering and Maintenance Association (AREMA), Federal Railroad Association (FRA). Compliance with these specification does not relieve the Vendor from complying with all applicable Federal, State, City and other legal requirements and/or standards (e.g. ASTM, SAE, ANSI, MSHA, etc.) for the manufacture, sale or use

of such vehicle(s) at the time of delivery. In the event of conflict or variation between regulations and the specification, the most restrictive requirement will apply. For all standards and specifications identified (i.e. ASTM, SAE, ASTM, etc.) are to be the most current revision or issue.

## **15. Liquidated Damages**

Inasmuch as damages to the Port Authority resulting from the Contractor's failure to deliver the equipment, materials and other items required herein or to perform the services required herein in a timely manner are difficult or impossible of exact determination, the parties hereto agree that such damages shall be liquidated as follows:

- a) If the Contractor fails to deliver the equipment, materials or item(s) or to perform the service(s) within the time specified in this Contract, the Contractor shall pay to the Port Authority liquidated damages of two hundred dollars (\$200.00) per calendar day for each day by which delivery of each piece of equipment or other deliverable required hereunder or the performance of any service required hereunder exceeds the date established for its delivery or performance.

The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default Revocation or Suspension of Contract Clause in this contract.

The Project Manager shall determine whether the Contractor has performed in a satisfactory manner and their determination shall be final, binding and conclusive upon the Contractor.

Failure of the Project Manager or PATH to impose liquidated damages shall not be deemed PATH acceptance of unsatisfactory performance or a failure to perform on the part of the Contractor or a waiver of its remedies hereunder.

## **16. Materials and Workmanship**

All Item(s) and/or Service(s) shall be manufactured and/or provided in accordance with the best current practice in the industry and free from defects. All Item(s) and/or Service(s) shall at all time and places be subject to the inspection of the Project Manager. Should any Item(s) or Service(s) fail to meet the Project Manager's approval, they shall be forthwith made good, replaced or corrected, as the case may be, by the Contractor, at its own expense. All item(s) shall be new item(s).

## **17. Inspection and Acceptance**

Inspection and acceptance will be conducted at the destination, unless otherwise provided and agreed upon by the Port Authority and the Contractor. Any risk of loss will be the Contractor's responsibility until such delivery, inspection and acceptance is made, unless loss results from negligence of the Port Authority.

The Vendor shall provide a written detailed description of his testing procedures; this shall be submitted for approval along with the shop drawings, within two weeks after acceptance of his proposal.

After delivery, a final inspection of the Tie Crane/Handler will be made by the Project Manager. If any parts have been damaged or for any reason do not comply with the requirements hereof, the Vendor will be notified in writing within ten (10) calendar days and he shall replace the parts at his own expense even though the Tie Crane/Handler may have been inspected and approved for shipment. After such satisfactory replacement, the entire installment will be approved as satisfactory and payment therefore will be made as provided in the clause of Part III hereof entitled "Payment".

The Vendor shall notify PATH at least two weeks (14 calendar days) in advance of the date when the Vendor wishes to perform Factory Production Tests and Inspection. This notice shall be given in writing to the following:

The Port Authority of New York & New Jersey  
One PATH Plaza, 9<sup>th</sup> Floor  
Jersey City, NJ 07306  
Attention: Mr. Edward Perara, Tel. No. (201) 216-6021

A representative of the Authority or PATH may attend the tests and inspections.

#### **18. Errors and Omissions**

If the Contractor discovers any errors or omissions in the Specifications or in the Work undertaken and executed by it, it shall immediately notify the Project Manager and the Project Manager shall promptly verify the same. If, with the knowledge of such error or omission and prior to the correction thereof, the Contractor proceeds with any work affected thereby, it shall do so at its own risk, and the work so done shall not be considered as work done under and in performance of this Contract.

#### **19. Approval by the Project Manager**

The approval by the Project Manager of any item(s) shall be construed merely to mean that at that time the Project Manager knows of no good reason for objecting thereto and no such approval shall release the Contractor from its full responsibility for the satisfactory construction and operation of the item(s). The decision of the Project Manager shall be conclusive, final and binding on the parties as to all questions arising out of, under, or in connection with this Contract (including questions of breach of Contract).

#### **20. Changes**

Acceptance of Contractor's bid will be by Contract signed by the Port Authority. The Port Authority may at any time, by a written order, make changes within the general scope of this Contract in any one or more of the following: (a) drawings, designs, or specifications; (b) method of shipment or

packing; and (c) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this Contract, an equitable adjustment shall be made in the Contract price or delivery schedule, or both, and the Contract shall be modified in writing accordingly. Any claim by the Seller for adjustment under this section must be asserted within 30 days from the date of receipt by the Seller of a notification of change: provided, however, that nothing in this section, "Changes," shall excuse the Seller from proceeding with the Contract as changed. Except as otherwise provided herein no payment for Changes shall be made, unless the Changes have been authorized in writing by the Authority.

## **21. Variations in Quantity**

The quantities set forth in the Price Schedule are estimates; actual total quantity purchased may be greater or lower. The Port Authority reserves the right to increase or decrease the quantity of Items called for under this Contract at the Unit Prices specified. The Port Authority may exercise the option to vary the quantity by written notice to the Contractor. Delivery of the additional quantity of Items shall continue at the same rate as the like items called for under the Contract, unless the parties otherwise agree. All items to be added shall be set forth in a Change Order.

## **22. Insurance Procured by the Contractor**

The Contractor shall take out, maintain, and pay the premiums on Commercial General Liability Insurance, including but not limited to premises-operations, products-completed operations, and independent contractors coverage, with contractual liability language covering the obligations assumed by the Contractor under this Contract and, if vehicles are to be used to carry out the performance of this Contract, then the Contractor shall also take out, maintain, and pay the premiums on Automobile Liability Insurance covering owned, non-owned, and hired autos in the following minimum limits:

**Commercial General Liability Insurance** - \$2 million combined single limit per occurrence for bodily injury and property damage liability.

**Automobile Liability Insurance** - \$2 million combined single limit per accident for bodily injury and property damage liability.

### **Railroad Protective Liability Insurance:**

**\$5 million** combined single limit per occurrence for bodily injury and property damage. If Work is to be performed on or within 50 feet of railroad property, then the contractual liability coverage shall contain an endorsement deleting any railroad exclusion.

**In addition, the liability policy (ies) shall name The Port Authority of New York & New Jersey, its related entities, their commissioners, directors, officers, partners, employees and agents as additional insured, including but not limited to premises-operations, products-completed operations on the Commercial General Liability Policy. Moreover, the Commercial General**

Liability Policy shall not contain any provisions for exclusions from liability other than provisions for exclusion from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy (ies) and certificate of insurance shall contain separation of insured conditions and severability of interests clauses for all policies. These insurance requirements shall be in effect for the duration of the contract to include any warrantee /guarantee period and any maintenance period . An act or omission of one of the insureds shall not reduce or void coverage to the other insureds. Furthermore, the Contractor's insurance shall be primary insurance as respects to the above additional insureds. Any insurance or self-insurance maintained by the above additional insureds shall not contribute to any loss or claim

**The certificate of insurance and liability policy (ies) must contain the following endorsement for the above liability coverages:**

***"The insurer(s) shall not, without obtaining the express advance written permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the Tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority."***

The Contractor shall also take out, maintain, and pay premiums on Workers' Compensation Insurance in accordance with the requirements of law in the state(s) where work will take place, and Employer's Liability Insurance with limits of not less than \$1 million each accident.

**Each policy above shall contain a provision that the policy may not be canceled, terminated, or modified without thirty (30) days' prior written notice to the Port Authority of NY and NJ, Att: Facility Contract Administrator, at the location where the work will take place and to the General Manager, Risk Financing.**

The Port Authority may at any time during the term of this agreement change or modify the limits and coverages of insurance. Should the modification or change results in an additional premium, The General Manager, Risk Financing for the Port Authority may consider such cost as an out-of-pocket expense.

Within five (5) days after the award of this agreement or contract and prior to the start of work, the Contractor must submit an original certificate of insurance, to the Port Authority of NY and NJ, Facility Contract Administrator, at the location where the work will take place. This certificate of insurance MUST show evidence of the above insurance policy (ies), stating the agreement/contract number prior to the start of work. The General Manager, Risk Financing must approve the certificate(s) of insurance before any work can begin. Upon request by the Port Authority, the Contractor shall furnish to the General Manager, Risk Financing, a certified copy of each policy, including the premiums.

If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as above required, then, if the Manager shall so direct, the Contractor shall suspend performance of the contract at the premises. If the contract is so suspended, no extension of time shall be due on account thereof. If the contract is not suspended (whether or not because of

omission of the Manager to order suspension), then the Authority may, at its option, obtain insurance affording coverage equal to the above required, the cost of such insurance to be payable by the Contractor to the Port Authority.

Renewal certificates of insurance or policies shall be delivered to the Facility Contractor Administrator, Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Financing must approve the renewal certificate(s) of insurance before work can resume on the facility. If at any time any of the certificates or policies shall become unsatisfactory to the Port Authority, the Contractor shall promptly obtain a new and satisfactory certificate and policy.

The requirements for insurance procured by the Contractor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Contractor under this contract. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Contractor against the obligations imposed on them by law or by this or any other Contract. *[CITS#4526N]*

**23. PATH -On Track Safety Training: "Roadway Worker Protection"**

The Contractor, and his employees who may be assigned to this project must be certified when working on or near the tracks through PATH's "On Track Safety Program" in compliance with the Rules and Regulations set forth in Federal Railroad Administration (FRA) Regulation, 49 CFR Part 214, Subpart C, entitled "Roadway Worker Protection". PATH will certify Supervisory personnel only in a four (4) hour mandatory class which includes a certification test. Contractor Supervisory staff will then be responsible for training and certifying all additional workers who may be assigned to the project. A letter, and the original test certifying these additional workers shall be filed with PATH's Training Coordinator Ken Bransky, 201-216-6212, The Port Authority Trans-Hudson Corporation, One PATH Plaza, 10th Floor, Jersey City, NJ 07306, within 48 hours of the training. The letter shall state that / these individuals fully understand, and will comply with the FRA Regulation stated above for "Roadway Worker Protection". Contractor employees not named, will not be permitted to enter the "Working Limits" of the project until they have been certified.

## **B. Technical Specifications**

### **Table of Contents**

- 1. General**
- 2. General Specifications**
- 3. General Parameters**
- 4. Brakes**
- 5. Wheels and Axles**
- 6. Drive Train**
- 7. Frame**
- 8. Insulation**
- 9. Fuel Tank**
- 10. Engine**
- 11. Exhaust System**
- 12. Hydraulic System**
- 13. Cab**
- 14. Electrical Components**
- 15. Travel Speed**
- 16. Controls**
- 17. Clearance**
- 18. Safety**
- 19. Servicing**
- 20. Paint**
- 21. Parts, Maintenance and Instruction Manuals**
- 22. Battery**
- 23. Additional Requirements**
- 24. Automatic Fire Suppression System (AFSS)**
- 25. Delivery**
- 26. Instruction Books**
- 27. Repair Parts and Service**
- 28. Start-Up and Training**
- 29. Manuals and Documentation**
- PRICING SHEET**
- EXHIBITS: 1 through 5**

## 1. General:

These specifications set forth the technical requirements for a Tie Crane/Handler. The Tie Crane/Handler is to be modified for work on the PATH System, at grade and tunnel third rail track system. This specification covers the technical aspects for a new Tie Crane/Handler to be utilized on the PATH tracks for handling the distribution, placement and cleanup of wood and concrete ties.

## 2. General Specifications:

- 360° continuous boom rotation
- Articulating boom
- Self-leveling 360 degree continuous rotation tie clamp head
- Boom lifting capacity of a minimum of 1,000 pounds at a 24 foot reach.
- Tie clamp control with operator operated arm rest mounted joy-stick boom control.
- Four-wheel drive
- Enclosed air condition/heated cab for operator and PATH pilot
- Travel speed of 20 mph on tangent track unloaded
- Capable of work and travel on all of PATH grades
- Grapple for handling two (2) ties
- Grapple must handle concrete ties
- Grapple for handling tie pieces
- Design shall provide for use of servicing, replacement, and adjustment of component parts and accessories with minimum disturbing of other elements.

## 3. General Parameters

The Tie Crane/Handler shall operate in a system with the following track parameters:

|  |   |
|--|---|
| Gauge  | 4' 8 1/2"                                   |
| Shortest radius of horizontal curve            | 80 feet                                     |
| Minimum radius of vertical curve               | 900 feet                                    |
| Running rail sections                          | 100 ARA-B, 115 RE, 136 RE, 140 RE           |
| Restraining rail sections                      | 100 ARA-b, U69                              |
| Maximum sustained grade                        | 5%  |
| Maximum curve super-elevation                  | 5"  |
| Contact Rail Type                              | Over-running with coverboard                |
| Coverboard Location                            | 22 3/4" horizontal (on level tangent track) |
| Coverboard location from gauge of traffic rail | 18 1/2" vertical                            |
| Contact Rail Location                          | See Exhibits 1-3                            |
| Clearance                                      | See Exhibits 4 & 5                          |

## 4. Brakes:

- a. Must have air outlets (quick connect) to front and rear of machine to supply air to Braking system of Track Cart which will be applied when brakes of Tie Crane/Handler are applied.
- b. Shall be equipped with tread type brakes, spring applied, air or hydraulically released with a single composition shoe on each wheel. Parking emergency brake shall activate automatically with loss of air or hydraulic pressure.

**5. Wheels and Axles**

- a. Machine shall push or tow easily when not working. Wheel and axle assembly shall withstand a drop of 6 inches without damage. Device to be part of the frame to avoid damage to wheels and axles, should machine derail. No excess vibration or eccentric action shall occur at any speed for which the machine is intended. Wheels shall be a minimum of 16 inch diameter cast wheels (AAR profile) heat treated steel axles mounted in pillow block bearings.

**6. Drive Train:**

- a. Full time four wheel drive with two speed hydraulic motor for each axle. The Tie Crane/Handler must have the capability of pulling a trailer of a weight of 30,000 pounds and itself up any grade on PATH.
- b. Two speed propelling will have on the go shifting capability.
- c. Drive train must have capability of isolating drive motor due to hose or motor failure and still operate on single motor to clear tracks.
- d. Drive must be capable of being disengaged in order to be pushed or pulled to or from a work site.

**7. Frame:**

- a. Structural steel welded construction with built in derail skids, front and rear towing hitches (pintle with capability of 30,000 pounds), 360° continuous rotating deck with integral boom attachment points, permanently attached counterweight, and multi position lifting eye.
- b. Single pick point for loading and unloading machine. Use of spreader bar not acceptable.
- c. Frame must be sufficiently flexible, or at least one (1) axle must be free to float, so that any wheel can drop below the plane established by the other three wheels. The amount of drop in inches shall be equal to, or greater than the wheel base of the machine in feet divided by eight.

**8. Insulation:**

- a. Equipment will not be insulated, must be capable of shunting PATH signals.

**9. Fuel Tank:**

- a. Capacity of tank shall be a minimum of 55 gallons. Tank shall contain a filler opening with a minimum internal diameter of 1 ½". Tank shall be located to eliminate fire hazard from spilling or overflow. Filler neck to be located to make it impossible for fuel nozzle to contact electrical components.

**10. Engine:**

- a. Engine shall be sized to handle all tractive and work possibilities.
- b. Provision shall be made to dilute the exhaust gas with and before it is discharged into the surrounding atmosphere) Engine –To be of adequate horsepower, with an hour meter to show hours of accumulated operation. Must meet the exhaust standards of the latest EPA Regulations at the time of delivery for work in a tunnel. Vendor must supply certifications that engine complies under any condition of engine operation prescribed by MSHA.
- c. The final diluted exhaust mixture shall be discharged in such a manner that it is directed away from the operator's compartment and also away from the breathing zones of persons required to be alongside the equipment.

**11. Exhaust System:**

- a. The exhaust system shall be so located that it will cause no adverse temperature rise in any other part of the equipment and so that absolute minimum of heat and exhaust gas can reach the equipment operator. The Tie Crane/Handler shall have an exhaust discharge above cab top and air filter or air intake. The exhaust system shall provide for normal expansion, contraction, vibration, and stress produced by operation of the machine. Systems which exhaust upward shall be protected by a rain cap. In no case may the rain cap be smaller than the size of the exhaust pipe.

**12. Hydraulic System:**

- a. The system must be sized to handle the required work. The system shall be free of burrs, metallic particles, scale, dirt and other foreign matter. Where failure of the power plant or pump can immobilize components in a position which can prevent moving of the machine or fouling the tracks, and emergency pump shall be provided.
- b. Hand operated hydraulic system fill pump with filter.
- c. Hydraulic filter condition indicator.
- d. Hydraulic fluid low level indicator light.
- e. Pressure drop in pump intake line shall not exceed 5 inches of mercury at any time. Any fluid level indicators which have glass sight gages must be protected against breakage. Reservoir to be sealed or equipped with a micronic air breather. All hydraulic pressure lines to be piped with skive and non-skive hose assemblies to conform to their warranty for maximum service life.

**13. Cab:**

- a. Cab must be fully enclosed and have a full 360° view for work and travel.
- b. Windshield shall be of a transparent, mar resistant, and unbreakable material.
- c. The cab must be equipped with heater and air conditioner, sound insulated, safety glass.
- d. Machine shall be equipped with windshield wipers, air horns, ventilation fans and left and right side mirrors and rear view mirror.
- e. The cab shall come with an operator's and passenger seat complete with seat belts.
- f. The cab shall have a box installed that is large enough for an Instructional and Operational manual.
- g. The cabin shall contain a metal locker for storage of drawings and similar materials. The minimum dimensions shall be 12" high, 20" wide and 15" deep.
- h. Passenger seat shall have an emergency push button so when pushed, vehicle brakes are applied.

**14. Electrical Components:**

- a. All electrical components while working or traveling must be so located and protected against collision.
- b. Must have a fused DC negative ground wiring in cab for mounting of railroad mobile radios.
- c. Battery and alternator must be sized to handle all work and travel functions.

**15. Travel Speed:**

- a. Equipment must have provisions for disengaging motor when being towed.
- b. Travel speed of 20 mph on tangent track unloaded
- c. Capable of work and travel on all of PATH grades

- d. Tie Crane/Handler must have the capability of pulling a trailer weighing 60,000 pounds and itself up any grade on PATH.

**16. Controls:**

- a. All switches, valves, levers, controls, and adjustments used to start, stop, or operate the machine shall be clearly labeled with weather and wear-resistant valve-textured polycarbonate permanently fixed to the machine or component. Controls used in continuous operation of the machine shall be placed within easy reach of the operator, and shall not interfere with his view of the work.
- b. Arm rest mounted joy-stick boom controls for reduced fatigue.
- c. Operator's seat must be equipped with a deadman switch. Operator must be sitting in the seat to operate any hydraulic function.

**17. Clearance:**

- a. Components that may foul track, signal, crossing, or other structure on or along a railway in one or more operating positions, shall have a positive mechanical lock in a safe position when machine is intended to be self-propelled or towed on track and must meet clearance specifications for traveling and working.

**18. Safety:**

- a. All moving parts that can constitute a hazard to the operator, assistant, or bystander shall be protected with a shield or safety device.
- b. Boom "power down" feature must be disabled while boom lock bar is in place.

**19. Servicing:**

- a. Machine shall be delivered completely lubricated and serviced with all equipment and supplies necessary for immediate operation except fuel. Cooling system shall be protected to a temperature of -20 degree F. with permanent anti-freeze. Radiator shall be so tagged.

**20. Paint:**

- a. Exposed parts of the machine shall be painted with AREMA yellow enamel. Federal Standards 595, #13538, except as follows:

|                                       | <u>Federal Standard 595</u> |
|---------------------------------------|-----------------------------|
| • Diesel Fuel Tank – Green            | #14110                      |
| • Hydraulic Reservoir – Blue          | #15526                      |
| • Coolant Tank – Grey                 | #16187                      |
| • Wheels and Handrails – Black        | #17038                      |
| • Picking Points – Dark Blue          | #15045                      |
| • Safety Locks – Red                  | #11136                      |
| • Engine – Manufacturer's Option      |                             |
| • Other Parts – Manufacturer's Option |                             |

**21. Parts, Maintenance and Instruction Manuals:**

- a. Parts, Maintenance and Instruction Manuals shall contain complete and easily read diagrams of all electric, hydraulic, and air systems on the machine and shall employ standard symbols and notations. Manuals must also contain a troubleshooting section, complete start-up procedures

and a recommended spare parts list. The Vendor shall supply a minimum of five (5) sets of operation and maintenance manuals and two (2) CD's with information provided in a Microsoft office format or Acrobat.

- b. Machine shall be provided with a tool box for storage of needed tools secured with a padlock.
- c. One instructional DVD on the repair, operation and maintenance of the machine must be delivered with the machine.

**22. Battery:**

- a. Battery should be of sufficient capacity to provide at least 5 minutes cranking of engine at 10 degrees F and should be located so as to permit filling and inspection readily. Battery box should be so located within a locked compartment with a cut-off switch located in the same compartment.

**23. Additional Requirements:**

The Tie Crane/Handler must also be equipped with the following:

- a. Self-propelled
- b. Engine must be diesel powered
- c. Electric start
- d. Must be equipped with a hourmeter
- e. Strainers, filters, cleaners, etc: (All filters, strainers, etc. must be so located so as to be readily accessible for servicing).
  - 1. Engine Lubrication – As furnished by manufacturer, spin-on filters.
  - 2. Engine Fuel – Spin- on filters
  - 3. Engine air – Standard dry type
  - 4. Hydraulic System– As furnished by manufacturer
  - 5. Air Dryer for Air System – Bendix or equal
- f. Horn – Two (2) horns mounted center of roof one each end outward.  
All fasteners must be S.A.E. or U.S.S.
- g. Emergency Electric Hydraulic Pump-3 gals/minute capacity, 24 volt motor driven -for charging hydraulic system.

**24. Automatic Fire Suppression System (AFSS)**

**a) General**

A UL listed Automatic Fire Suppression System (AFSS) complete with optical infrared fire sensors, protection control panel, vehicle interface, and extinguishing system shall be provided within the engine compartment of the diesel engine.

Contractor qualification: The provider of the AFSS must be factory trained and have been in the train fire protection business for at least 3 years prior to the contract award. The selected contractor shall have provided similar systems on at least 3 types of Maintenance Of Way (MOW) equipment in the preceding 36 months. (Ballast regulators, PMC, Tampers, Geometry Car, or Kribber Adzer)

The system shall provide two shots as follows:

- First shot - Upon detection of a fire, the protection control panel shall alert the operator with visual and audible signals and the first extinguisher shall be automatically and immediately activated.
- Second Shot - The second extinguisher shall be activated only by a manual discharge switch, which is controlled by the operator. In addition, activation of the manual discharge switch shall also activate the engine shutdown circuit. This shot shall be with liquid fire suppression agent that will be suitable to -40 degrees F. It shall be an agent that will not harm the environment. Monitoring - Upon loss of continuity in the detection or suppression circuits, the protection control panel shall also provide a visual and unique audible alarm.
- Protection Control Panel - The protection control panel shall be located within the operator's direct line of sight. The function of all controls, gauges, and switches shall be clearly identified. A single connection interface shall be provided to mate to the AFSS harness.

b) Protection Control Panel

The protection control panel shall incorporate the following operator controls:

- Alarm Silence
- Visual and audible alarm test switch
- Delay engine stop/extinguisher discharge
- Reset

The protection control panel shall provide a programmable time delay after activation (0, 15 or 30 seconds) prior to discharging the extinguisher(s) and activating engine shutdown circuits.

c) Manual Discharge Switch

A manual discharge switch shall be provided within easy reach of either Operator. The switch shall be protected against inadvertent activation by means of a protective guard held in place by a lead wire seal. The protection control panel shall indicate a manual discharge event with a unique visual display that cannot be reset by the Operators. Activation of the manual discharge switch shall immediately discharge the second shot extinguisher and send a signal for engine shutdown.

d) Fire Detection

Fire detectors shall be located in the engine compartment under all horizontal bulkheads, above and downwind of the major heat sources, and in areas likely to be wet by leaking flammable fluids. Additional sensors shall be located in other

potentially critical areas. The Contractor and the AFSS manufacturer shall determine the location and temperature of the sensors. The detection system shall be compatible with infrared optical detection, linear thermal detection, or spot thermal detection used independently or in any combination. Fire detection shall consist of a combination of infrared optical sensors in conjunction with thermal detection described as follows: a minimum of two (2) infrared optical flame sensors. The number of sensors provided shall be sufficient to ensure that all portions of the protected space are covered. The optical flame sensor shall be infrared with at least a 90 degree conical field-of-view. The optical sensor shall respond to an explosive fuel fire in less than one half of one second. The sensors shall be immune to typical false alarm sources found on the Tie Crane/Handler. Each sensor shall be equipped with a status LED to indicate power on and alarm conditions.

The Tie Crane/Handler shall have a thermal detection system utilizing spot-type detectors which shall short circuit when the ambient temperature surrounding the sensor reaches the set point. Spot-type sensor(s) shall reset when the temperature cools below the set point.

e) Fire Suppression

The pre-engineered fire extinguishing system shall consist of extinguishers, nozzles, and a distribution system designed for Tie Crane/Handler applications that shall be installed in accordance with the AFSS manufacturer installation manual.

f) Suppression Agent Storage Tank

Each agent tank shall be of the stored pressure type and consist of a valve and Department of Transportation (DOT) approved cylinder. Each extinguisher shall be charged with a minimum of 25 pounds of BC rated Purple K pressurized to a minimum of 350 psi and or liquid fire suppression agent treated to work at -40 degrees. The valve shall incorporate a pressure gauge and low pressure switch. Provisions shall be included on each extinguisher bracket or other suitable location to stow the anti-recoil cap and/or other devices used to ensure safe transportation of the tank when removed from the equipment.

g) Electrical Requirements

Input Voltage - The input voltage shall be 24 VDC. The fire extinguishing system shall be compatible with SAE Recommended Practice J1455. The AFSS shall not require more than 2.4W (0.1 A @ 24 VDC, 0.2A@ 12 VDC) of electrical power to operate.

Harness - The harness shall be UL listed and be complete with deutsch type connectors.

Timers and Relays - An adjustable timer relay (0 to 30 mins) shall be provided to automatically cut-off the power to AFSS after the engine shutdown. A maintenance switch shall be provided to turn off the power to AFSS to prevent accidental discharge during maintenance.

**25. Delivery:**

- a. Delivery shall take place 180 days after award.
- b. Delivery of Tie Crane/Handler to : 120 Academy Street, Consolidated Shop, Jersey City, NJ, 07302
- c. The vendor shall be responsible for any and all costs associated with the delivery of the Tie Crane/Handler, including unloading onto PATH Tracks.

**26. Instruction Books**

- a. One complete part books, instruction books and O&M Manuals, as found in Section 27, shall accompany the machine in a waterproof, resealable container permanently affixed to the body of the machine. Four (4) additional sets of books shall be forwarded as follows:  
PORT AUTHORITY TRANS-HUDSON CORPORATION  
ONE PATH PLAZA, 8TH FLOOR  
JERSEY CITY, NJ 07306  
ATTN.: EDWARD C. PERARA
- b. Books shall contain complete and easily read diagrams of all systems on the machine and shall employ American Standard symbols and notations. Complete technical data package including drawings, part numbers, and sources for all spare parts shall be provided.
- c. The Tie Crane/Handler shall incorporate, in operator's cab, where possible, a metal etched pictorial placard designating lubrication points, indicating types of lubricant, location on machine, and frequency of checking or changing lubricants. These placards must be designated by part number. Parts book must also contain the comprehensive lubrication chart for the appropriate type machines.

**27. Repair Parts and Service**

- a. Provide a comprehensive list of spare components inclusive of current prices. (Attachment 1).
- b. Provide a list of parts necessary for routine maintenance and recommended on hand quantities. (Attachment 2).
- c. Provide a list of local distributors of the major component parts (Attachment 3)
- d. Provide a as a minimum, the Vendor shall supply the following spare parts two ( 2) complete sets of filters (air, fuel, hydraulic, etc.) with deliver of the Tie Crane/Handler.(Note two complete sets equals one lot)

**28. Start Up and Training**

- a. The Contractor shall provide the service of one (1) trainer for a period of one (1) week to provide start-up assistance and training, at 120 Academy Street, Jersey City, NJ, in the operation of the Tie Crane/Handler on start-up of machine and use of the machine.
- b. The Contractor shall provide a maintenance training course for five (5) PATH equipment maintainers. This course shall be given at PATH, 120 Academy Street, Jersey City, NJ and shall be of a duration not less than five (5) consecutive calendar days for forty (40) hours of instruction and shall not be concurrent with the start up assistance and training.

**29. Manuals and Documentation**

- a. The Contractor shall provide five (5) sets of Operation and Technical Service Manuals and three (3) complete sets of full size blue prints for all Tie Crane/Handler equipment. The vendor shall also provide this information on CD disks supplying two complete disks. This material shall be sent as set forth in Section 26.
- b. Manuals for 8 1/2" x 11" pages shall be 10" to 11 1/2" wide (depending on ring size) and 11" to 12" high. The binders shall not exceed 3" overall thickness. Punched holes shall be on 3/4" centers. Folding pages will be permitted (11" x 17", "Z" folded) where the Information to be conveyed cannot be presented clearly on single pages. Manuals for 8 1/2" x 11" pages may be divided into Book 1, Book 2, etc.
- c. All sections shall be subdivided, to the extent required by the subject matter, into the following topics:
  - a. General Sub-systems Description and Operation
  - b. Block Diagram
  - c. Signal Flow Diagrams
  - d. Functional Schematics
  - e. Functional piping Diagrams
  - f. Point-to-point wiring Diagrams
  - g. Troubleshooting Techniques
  - h. Lubrication and Cleaning, including frequency, Methods and Trade Identifications of Recommended Materials; Component Locating and Description
  - i. Inspection and Maintenance Standards, Including Wear Limits, Settings and Tolerances
  - j. Installation and Removal
  - k. Test and Evaluation Procedures
  - l. Recommended Overhaul
- d. All parts shall be identified and cataloged within each individual system.

# PRICING SHEET

| Item No.   | Description   | Estimated Qty | Unit | Unit Price | Total Price |
|--|---|---------------|------|------------|-------------|
| 1  | Tie Crane/Handler-Design, Manufacture, Deliver                    | 1             | each | \$ _____   | \$ _____    |
| 2  | Spare Parts as found in Technical Specifications, Paragraph 27(d) | 2             | lot  | \$ _____   | \$ _____    |
| <b>ESTIMATED TOTAL DELIVERED CONTRACT PRICE:</b> |   |               |      |            | \$ _____    |

**LEAD TIME:**

Indicate lead-time necessary for completion of fabrication testing and delivery of equipment

\_\_\_\_\_ Weeks after return of approval drawings

---

Bidder shall certify in the form prescribed below that, to the best of its knowledge and belief, the cost or pricing data submitted was accurate, complete and current.

This is to certify that, to the best of my knowledge and belief, the cost or pricing data submitted, either actually or by specific identification in writing, to The Port Authority or to the Port Authority's representative in support of:

Bid #39675 are accurate, complete and current as of the date of Submission of this Bid.

This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the bidder and the Port Authority that are part of the Bid.

Firm: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

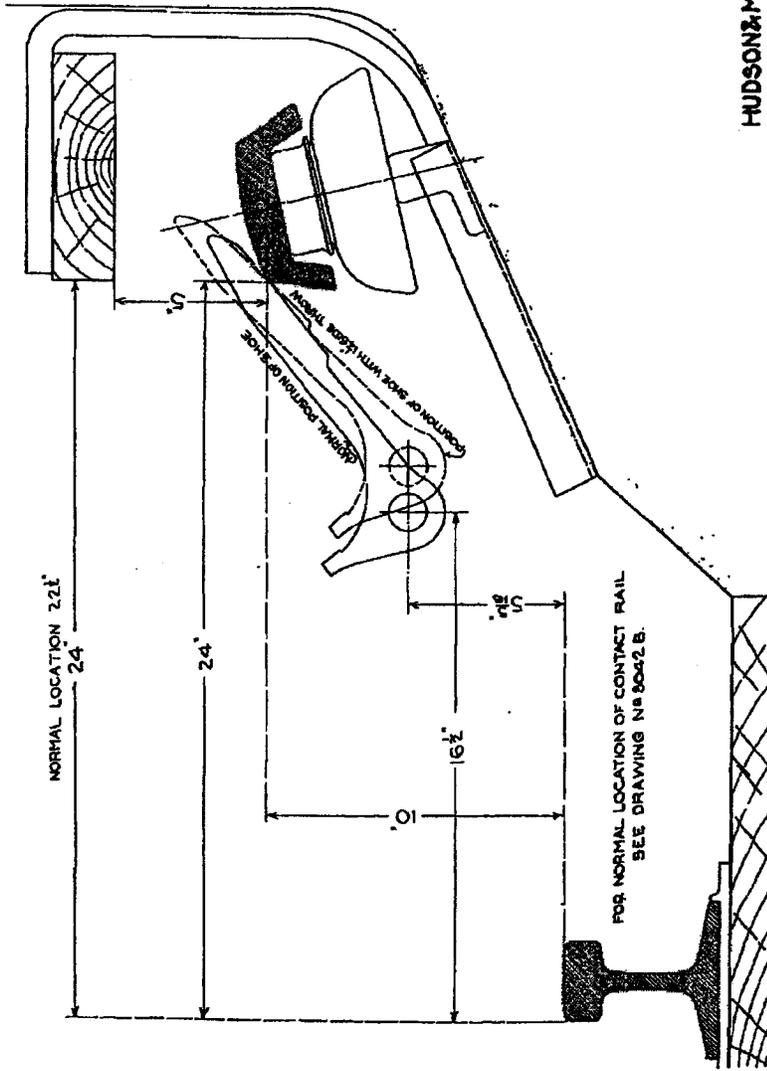
Date: \_\_\_\_\_

Include all attachments subject to but not limited to numbers 1, 2 and 3.

**AWARD WILL BE MADE TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER FOR THE TOTAL BID PRICE.**







**HUDSON & MANHATTAN R.R. CO.**

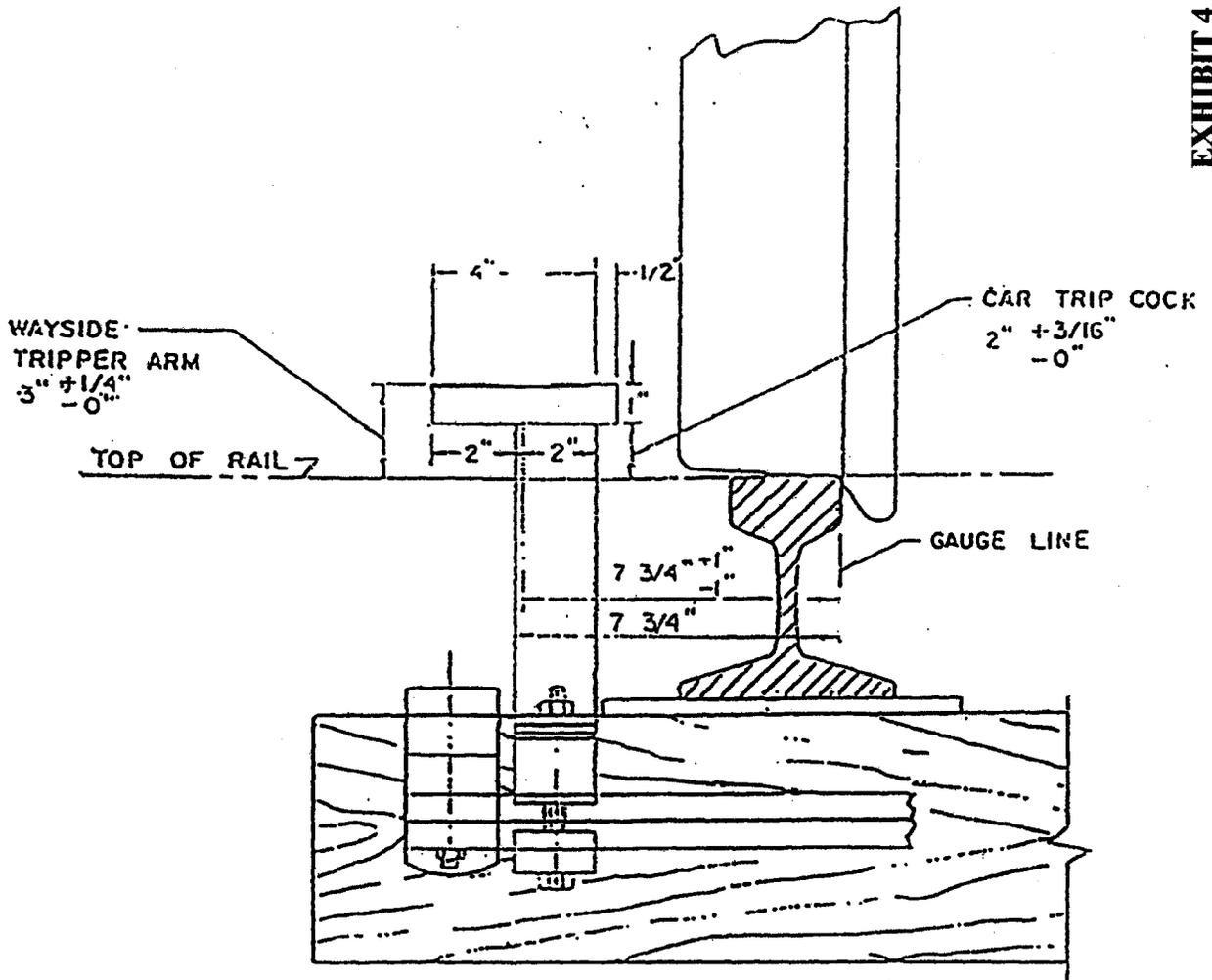
LOCATION OF CONTACT RAIL  
 IN HIGHEST POSITION ABOVE TRACK RAIL  
 TUNNEL-UNDER RIVER SCT. STA. 119+48.69 TO 121+42.8  
 SCALE-HALF SIZE

DESIGNED BY E. DEPT.  
 DRAWING NO. 11111  
 CHECKED BY  
 CONTRACT

NOV 21 - 1902  
 TUNNEL FROM E. RIVER DEPT. SHEET NO. C-141 JULY 28, 1902

**EXHIBIT 3**

2275  
 SERIAL NO. 11111



ATTACHMENT 5

REV: S

REV: S

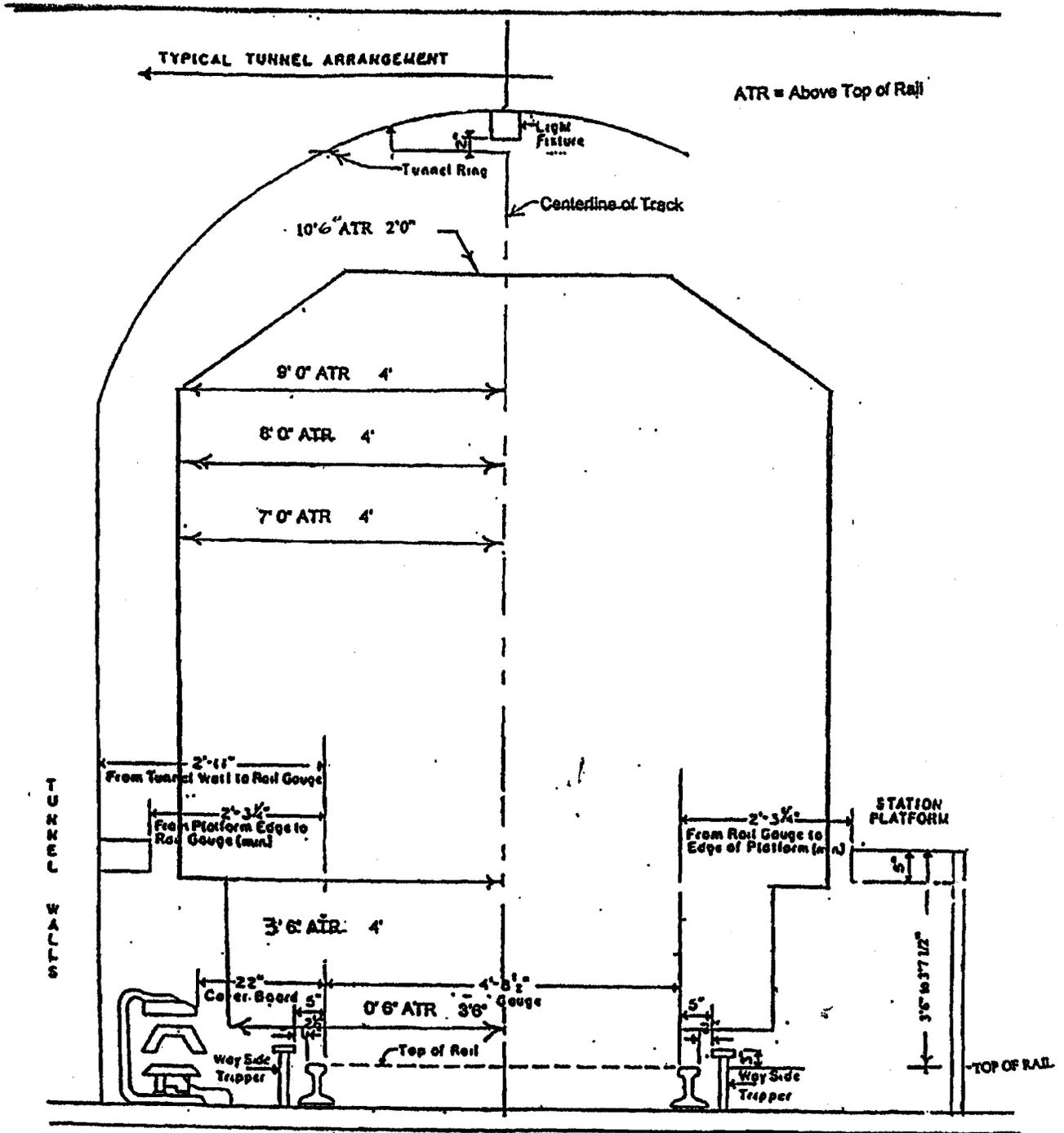
DATE: 1.20.93

PORT AUTHORITY TRANS-HUDSON CORP.  
(PATH)

AUTOMATIC TRAIN STOP TRIPPER ARM

DWG. NO. SK-CL 001 SHEET 1 OF 2

*pat*



PORT AUTHORITY TRANS-HUDSON CORPORATION  
 Track & Structures Division  
 PATH TRACK FEATURES  
 TUNNEL & OUTSIDE AREAS  
 EQUIPMENT CLEARANCES



Dwg. No.  
 WPS124

|                    |
|--------------------|
| Ca. by S.W.        |
| Dr. by L.A.        |
| Scale 1/4" = 1'-0" |
| Rev. 5 Feb '82     |
| REV 10/2/98        |

# PORT AUTHORITY OF NY & NJ

## PURCHASE ORDER TERMS AND CONDITIONS

1. The Port Authority (Authority) reserves the right to request information relating to seller's responsibility, experience and capability to perform the work.

2. **WARRANTY** – The Seller warrants that the supplies or equipment delivered hereunder shall be free from all defects in material and workmanship and shall comply with all the requirements of this Order for a period of one (1) year from date such supplies or equipment are placed in use.

3. **PAYMENT** – The Total Delivered price shall include the separate unit and total FOB delivered prices. 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.

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.

4. **CHANGES** – Acceptance of seller's offer will be only by Purchase Order Form signed by the Authority. The Authority may at any time, by a written order, make changes within the general scope of this Purchase Order, in any one or more of the following: (a) drawings, designs, or specifications; (b) method of shipment or packing; and (c) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this Purchase Order, an equitable adjustment shall be made in the Purchase Order price or delivery schedule, or both, and the Purchase Order shall be modified in writing accordingly. Any claim by the Seller for adjustment under this section must be asserted within 30 days from the date of receipt by the Seller of a notification of change: provided, however, that nothing in this section, "CHANGES," shall excuse the Seller from proceeding with the Purchase Order as changed. Except as otherwise provided herein no payment for CHANGES shall be made, unless the Changes and adjustments in price, if any, have been authorized in writing by the Authority.

5. **INSPECTION AND ACCEPTANCE** – Inspection and acceptance will be conducted at the destination, unless otherwise provided. Any risk of loss will be the Seller's responsibility until such delivery and acceptance made, unless loss results from negligence of the Authority.

6. **VARIATION IN QUANTITY** – No variation in the quantity of any item called for by this Purchase Order will be accepted unless such variation has been caused by

conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this Purchase Order.

7. **DEFAULT-DELAYS** – The Authority may cancel this Purchase Order in whole or in part in the event that Seller fails or refuses to deliver any of the items purchased, within the time provided or otherwise violates any of the conditions of this Purchase Order, or if it becomes evident that the Seller is not conducting the work in accordance with the specifications or with such diligence as to permit delivery on or before the delivery date.

In the event the Authority cancels this Purchase Order in whole or in part as herein provided, the Authority may procure, upon such terms and in such manner as the Authority may deem appropriate, materials or services similar to those so cancelled and the Seller shall be liable to the Authority for any excess costs for such similar materials or services; provided, that the Seller shall continue the performance of this Purchase Order to the extent not terminated under the provisions of this article. The rights and remedies of the Authority provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.

8. **TERMINATION** – The Authority may terminate this Purchase Order, in whole or in part, at any time by written notice to the Seller when it is in the Authority's best interest. The Seller shall be paid for items received and accepted, including shipping costs, if applicable, up to the time of termination. The Seller shall promptly submit its termination claim to the Authority to be paid to the seller.

9. **FEDERAL, STATE & LOCAL TAXES** – Sales to the Authority 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 is no federal, state, municipal or any other taxes included in the prices shown hereon.

10. The Authority 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. The Port Authority also reserves the right to seek clarification from any bidder about any statement in its bid that the Port Authority finds ambiguous.

11. Bidder may offer alternate manufacturer / brands, which shall be subject to Port Authority approval. Please indicate details of product being offered with bid.

12. If the Seller fails to perform in accordance with the terms of this Purchase Order, the Authority may obtain the

## PORT AUTHORITY OF NY & NJ

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 Authority.

13. Upon request, Sellers are encouraged to extend the terms and conditions of any terms agreement with the Authority to other government and quasi-government entities by separate agreement.

14. By signing this quotation or bid, the Seller certifies to all statements on Form PA 3764A regarding non-collusive bidding; compliance with the Authority Code of Ethics; and the existence of investigations, indictments, convictions, suspensions, terminations, debarments and other stated occurrences to assist the Authority in determining whether there are integrity issues which would prevent award of the contract to the Seller.

The Authority 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 3764A apply to this order. A copy can be obtained by calling (201) 395-3405 or at <http://www.panynj.gov/business-opportunities/pdf/PA3764A.pdf>

15. 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.

16. 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.

17. PERSONAL NON-LIABILITY – Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by Contractor with any liability, or held personally liable to Contractor under any term or provision of this Contract, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach, thereof.

### 18. ADDITIONAL BIDDER INFORMATION

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>

### 19. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PROGRAM

This Contract is subject to the United States Department of Transportation regulations on Disadvantaged Business Enterprises (DBEs) contained in Part 26 of Title 49 of the Code of Federal Regulations. The following goal for DBE participation has been set for this Contract:

1% for firms owned and controlled by socially and economically disadvantaged individuals and certified as DBE's by the Authority. Eligible DBE firms are listed on the following Uniform Certification Programs (UCPs) websites:

New York UCP – <http://www.nysucp.net/>

New Jersey UCP – <http://www.njucp.net/>

By bidding on this Contract, the bidder assures the Authority that it will meet the foregoing goal and shall submit the DBE Goals Statement form (Appendix A1) with its Bid. If the bidder determines it cannot make this assurance it may nevertheless submit a bid but in such event it shall note on the DBE Goals Statement form the percentage of DBE participation it anticipates, including documentation supporting the good faith efforts made to achieve the goals set forth in the Contract.

The bidder shall submit with his Proposal the DBE Participation Plan and Affirmation Statement (Appendix A2) for each DBE firm he intends to use on this Contract. The DBE Participation Plan and Affirmation Statement shall provide the name and address of each DBE firm, a description of the work to be performed, the dollar value of each DBE subcontract and the signature affirmation from each DBE firm participating in this Contract.

A bidder who fails to meet the DBE goal for this Contract and fails to demonstrate to the Port Authority that the bidder has made good faith efforts to meet same shall not be eligible to be awarded the Contract. The following are illustrative of good faith efforts:

- A. Attendance at a pre-bid meeting, if any, scheduled by the Authority to inform DBEs of subcontracting opportunities under a given solicitation;
- B. Advertisement in general circulation media, trade association publications, and minority-focused media for at least 20 days before bids or proposals are due. If 20 days are not available, publication for a shorter reasonable time is acceptable;
- C. Written notification to DBEs that their interest in the Contract is solicited;

## PORT AUTHORITY OF NY & NJ

- D. Efforts made to select portions of the work proposed to be performed by DBEs in order to increase the likelihood of achieving the stated goal;
- E. Efforts to negotiate with DBEs for specific sub-bids including at a minimum;
1. The names, addresses, and telephone numbers of DBEs that were contacted;
  2. A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed; and
  3. A statement of why additional agreements with DBEs were not reached;
- F. Information concerning each DBE the bidder contacted but rejected as unqualified, and the reasons for the bidder's rejection;
- G. Efforts made to assist the DBEs contacted that need assistance in obtaining bonding or insurance required by the bidder or Authority.

The bidder shall submit with its Bid the completed Information on Solicited Firms form (Appendix A3) listing every firm that provided a quotation to the bidder for any subcontract to be performed under this Contract, whether or not the firms are DBE

certified and whether or not the firms' quotes were included in the final Bid.

### 20. BACKGROUND QUALIFICATION QUESTIONNAIRE (BQQ)

The Bidder shall submit a completed Background Qualification Questionnaire (BQQ), required for itself and all subcontractors and vendors known to the Bidder at the time of bid submission. This document and instructions for submitting the completed BQQ to the Authority's Office of Inspector General can be obtained at the Authority's website through the following link:

[http://www.panynj.gov/wtcprogress/pdf/PANYNJ\\_OIG\\_WTC\\_BOQP.zip](http://www.panynj.gov/wtcprogress/pdf/PANYNJ_OIG_WTC_BOQP.zip)

21. FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS (for purchase orders in excess of \$3,000) – The attached cited Federal Acquisition Regulation clauses shall be incorporated herein.

## FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS

1. INCORPORATION OF FEDERAL TERMS – As used herein, the term “Agreement” shall mean “Purchase Order”. This Agreement is anticipated to be partially funded by the Federal Transit Administration.

Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests that would cause the Authority to be in violation of the FTA terms and conditions.

Each and every provision required by the FTA to be inserted in this Agreement shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. If any provision of this Contract shall be such as to effect non-compliance with any FTA requirement, such provision shall not be deemed to form part hereof, but the balance of this Agreement shall remain in full force and effect.

2. FEDERAL CHANGES –The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of this Contract. Contractor’s failure to so comply shall constitute a material breach of this Contract. The most recent Federal laws, regulations, policies, and administrative practices apply to this Contract at any particular time, unless FTA issues a written determination otherwise. All standards or limits within the this document are minimum requirements, unless modified by the FTA.

3. NO FEDERAL OBLIGATIONS TO THIRD PARTY – The Authority and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Authority, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal Assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### 4. ORGANIZATIONAL CONFLICT OF INTEREST

A. This Contract may give rise to a potential for an organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under the contract may, without some form of restriction on future activities; result in an unfair competitive advantage to the Contractor.

(i) The Contractor shall have access to confidential and/or sensitive Authority information in the course of contract performance. Additionally, the Contractor may be provided access to proprietary information obtained from other contracted entities during contract performance. The Contractor agrees to protect all such information from disclosure unless so authorized, in writing, by the Authority and to refrain from using such information for any purpose other than that for which it was furnished.

(ii) To the extent that the Contractor either (a) uses confidential and/or sensitive Authority information or proprietary information obtained from other Authority contractors to develop any form of document, report, or plan that is determined by the Authority to be the basis, in whole or in part, of any subsequent solicitation issued by the Authority or (b) develops written specifications that are used in any subsequent solicitation issued by the Authority, the Contractor agrees that it shall not be eligible to compete for such subsequent solicitation(s) as a prime or principal contractor or as part of any teaming arrangement unless the Authority provides, in writing, a specific waiver of this restriction. The duration of any restriction imposed under this subparagraph shall not exceed the length of the initial performance period of any subsequently awarded contract for which the Contractor was ineligible to compete.

B. The Contractor, by submitting its bid or proposal, agrees to the above stated conditions and terms and further agrees to perform all duties under the contract and, in doing so, not to enter into contractual agreements with Authority prime contractors and first-tier subcontractors in such a way as to create an organizational conflict of interest.

C. If the Authority determines that the Contractor has violated any term of this numbered clause, the Authority may take any appropriate action available under the law or regulations to obtain redress to include, but not be limited to, requiring the Contractor to terminate any affiliation or contractual arrangement with an Authority prime contractor or first-tier subcontractor at no cost to the Authority; determining the Contractor ineligible to compete for or be awarded any subsequent or “follow-on” contracts that may be based upon the Contractor’s actions under this Contract or violations of this numbered clause, or terminating this Contract, in whole or in part.

#### 4. ACCESS TO RECORDS AND REPORTS

The Contractor agrees to provide the Authority, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to and the right to examine and inspect any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor also agrees, pursuant to 49 CFR 633.15 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to the Contractor's records and construction sites pertaining to the project.

## PORT AUTHORITY OF NY & NJ

The Contractor shall make available records related to the contract to the Authority, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after final payment is made by the Authority and all other pending matters are closed, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case the Contractor agrees to maintain same until the Authority, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

This requirement is independent of the Authority's requirements for record retention contained elsewhere in the contract documents.

### 5. CIVIL RIGHTS

A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, and section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for

training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

C. The Contractor also agrees to include these requirements in each subcontract related to this project, modified only if necessary to identify the affected parties.

6. **CARGO PREFERENCE – USE OF UNITED STATES FLAG VESSELS** – If this Contract involves equipment, materials, or commodities that may be transported by ocean vessels, the Contractor herein agrees:

a. To utilize privately owned United States-flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

b. To furnish within twenty (20) days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) above to the FTA Administrator and grantee (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20230.

c. To include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

7. **ENERGY CONSERVATION** – The Contractor agrees to comply with the mandatory energy efficiency standards and policies within the applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §6321 *et seq.* The Contractor also agrees to ensure that all work performed under this Contract including work performed by a Subcontractor is in compliance with the requirements of this Section.

8. **FLY AMERICA** – The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that subrecipients of Federal funds and

## PORT AUTHORITY OF NY & NJ

their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

9. PREFERENCE FOR RECYCLED PRODUCTS – The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recover Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. The Contractor also agrees to include the requirements of this Clause in all subcontracts exceeding \$10,000 for items designated by the Environmental Protection Agency (EPA) and issued pursuant to this Contract.

### 10. Energy Conservation

The Contractor agrees to comply with the mandatory energy efficiency standards and policies within the applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §6321 et seq and the National Environmental Policy Act, 42 U.S.C. §4321 et seq. Accordingly, the Contractor agrees that the construction of any new building, or any addition, alteration or renovation of any existing building which materially increases the heating or cooling requirements for the building will comply with mandatory standards and policies relating to energy efficiency which are contained in 42 USC §6321 et seq., Article 11 of the New York State Energy Law and in Parts 7810 to 7815 of Title 9, Subtitle BB of the New York Codes, Rules and Regulations. The Contractor also agrees to ensure that all work performed under this Contract including work performed by a Subcontractor is in compliance with the requirements of this Section.

### 11. CLEAN AIR REQUIREMENTS

A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §7401 et seq. The Contractor agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office.

B. The Contractor also agrees to include the requirements of this Clause in all subcontracts exceeding \$100,000 issued pursuant to this Contract.

### 12. CLEAN WATER REQUIREMENTS

A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251 et seq.

B. The Contractor agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to [agency] and the appropriate EPA Regional Office.

C. The Contractor also agrees to include the requirements of this Article in all subcontracts exceeding \$100,000 issued pursuant to this Contract.

## 13. RESOLUTION OF DISPUTES, BREACHES AND OTHER LITIGATION

A. Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Port Authority. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Port Authority. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Port Authority shall be binding upon the Contractor and the Contractor shall abide by the decision.

B Performance During Dispute - Unless otherwise directed by Port Authority, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

C. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Port Authority and the Contractor arising out of or relating to this agreement or its breach will be subject to the Laws of the State of New York, without regard to conflict of law principles.

D. Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Port Authority or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

### 14. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. The Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the contract or project. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under this Contract, financed in whole or in part with Federal

# PORT AUTHORITY OF NY & NJ

assistance, the Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

C. The Contractor agrees to include the above two clauses in each subcontract related to this Contract. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## 15. LOBBYING

In accordance with the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

## 16. CERTIFICATION, DEBARMENT AND SUSPENSION –

This contract is a covered transaction for purposes of 2 cfr parts 180 and 1200. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 2 cfr 180.995, or affiliates, as defined at 2 cfr 180.905, are excluded or disqualified as defined at 2 cfr 180.935 and 180.940. The Contractor is required to comply with 2 CFR 180, Subpart C and must include the requirement to comply with 2 CFR 180, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid, the bidder certifies as follows: The certification in this clause is a material representation of fact relied upon by the Port Authority of New York and New Jersey. If it is later determined that the bidder knowingly rendered an erroneous certification, in addition to remedies available to the Port Authority of New York and New Jersey, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder agrees to comply with the requirements of 2 CFR 180, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## 17. VETERANS EMPLOYMENT

Contractors working on a capital project funded using such assistance agrees to give a hiring preference, to the extent practicable, to veterans (as defined in 5 U.S.C. 2108) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a

former employee. The Contractor shall ensure that its hiring practices reflect the requirements of this section and shall, upon request, provide to the Authority personnel data which reflects compliance with the terms contained herein.

18. ADA ACCESS REQUIREMENTS - Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 et seq. and DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38.

## 19. BUY AMERICA

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

## 20. BUY AMERICA CERTIFICATIONS

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

### **CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL, IRON, OR MANUFACTURED PRODUCTS**

*Certificate of Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)*

PORT AUTHORITY OF NY & NJ

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

**CERTIFICATION REQUIREMENT FOR  
PROCUREMENT OF BUSES, OTHER ROLLING STOCK  
AND ASSOCIATED EQUIPMENT**

*Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).*

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

**APPENDIX A1**

**DBE GOALS STATEMENT**

The undersigned Bidder has satisfied the requirements of the Contract in the following manner (Complete the appropriate spaces and check one box):

The Bidder is committed to meeting the DBE contract goal set forth in this Contract.

OR

The Bidder is unable to meet the DBE contract goal set forth in this Contract, but is committed to a minimum of \_\_\_\_\_% DBE contract on this Contract and submits the attached narrative and documentation demonstrating good faith efforts consistent with Appendix A of 49 CFR 26 to meet the DBE utilization goal set forth in this Contract. Attach as many pages as necessary to provide a full and complete narrative and supporting documentation of good faith efforts made. This narrative shall be submitted on company letterhead and signed.

OR

Although a 0% DBE goal has been assigned to this Contract, in the event that any portion of the work is subcontracted, the Bidder/Contractor will make concerted efforts to retain DBEs should any subcontracting opportunities arise.

It is the present intent of the Bidder to utilize the specific DBE firms identified in Appendix A2 in the performance of the Work of this Contract. If for any reason, one or more of the DBE firms identified in Appendix A2 are unable or unwilling to participate, Bidder will make every effort to replace the DBE firm with another DBE firm in accordance with the Purchase Order Terms and Conditions clause entitled "DBE Program".

Bidder Name: \_\_\_\_\_

Federal Tax ID No.: \_\_\_\_\_

By: \_\_\_\_\_  
Signature and Title

**APPENDIX A2**  
**THE PORT AUTHORITY OF NY & NJ - OFFICE OF BUSINESS DIVERSITY AND CIVIL RIGHTS**  
**DBE PARTICIPATION PLAN AND AFFIRMATION STATEMENT**

Instructions: Submit one DBE PARTICIPATION PLAN AND AFFIRMATION STATEMENT form for each DBE firm used on this Contract.

CONTRACT NUMBER AND TITLE: \_\_\_\_\_

BIDDER: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

DBE: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

Description of work to be performed by DBE: \_\_\_\_\_

\_\_\_\_\_

Calculation (supply only): \_\_\_\_\_

The Bidder is committed to utilizing the above-named DBE for the work described above. The estimated dollar value of this work is \$ \_\_\_\_\_ or \_\_\_\_\_% of the total contract amount of \$ \_\_\_\_\_. The anticipated start date is \_\_\_\_\_ and the anticipated completion date is \_\_\_\_\_.

**AFFIRMATION**

The above-named DBE affirms that it will perform the portion of the Contract for the estimated dollar value as stated above.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of DBE and Title

If the Bidder does not receive award of the Contract, any and all representations in this DBE Participation Plan and Affirmation Statement shall be null and void.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Bidder and Title

|   |                                   |  |
|---|-----------------------------------|--|
| <b>FOR OBDCR USE ONLY</b>                         |                                   |  |
| Contract Goals: <input type="checkbox"/> Approved | <input type="checkbox"/> Rejected | <input type="checkbox"/> Preliminary Plan Approved |
| Reviewed By: _____                                |                                   | OBDCR Business Development Representative _____    |
| Signature: _____                                  |                                   | Date: _____  |

Please Note: Only 60% of the expenditure to a DBE material supplier will be counted toward the DBE goal. Please show calculation above. Example: \$100,000 x 60% = \$60,000 estimated DBE dollar value of work. Plan cannot be accepted without calculation.

