



REQUEST FOR QUOTATION

<p>Contact person/Telephone Nancy Ubilla/201-395-3402</p>	<p>Collective# 0000040220 Bid Due Date 11/12/2014 Bids must be received no later than 11:00 AM on the above Bid Due Date.</p> <p>Deliver Goods/Services To: Path Foot of Cape May Road Harrison NJ 07029</p>
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Quantity	Description	Unit Price	Total
	<p>SUPPLY AND DELIVER ONE(1) TRACK SCARIFIER AS PER ATTACHMENT "A" ENTITLED SPECIFICATIONS.</p> <p>DELIVERY TO: THE PORT AUTHORITY OF NY & NJ CONSOLIDATED MAINTENANCE SHOP 120 ACADEMY ST, JERSEY CITY, NJ 07302 ATTN: ED PERARA (201) 216-6021 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: 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>		
	PLEASE QUOTE FULLY DELIVERED PRICES	PAYMENT TERMS	Total Delivered Price

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

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 Firm Name _____
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	<p>ALL BIDDERS MUST SUBMIT THE FOLLOWING DOCUMENTS WITH ITS BID. IF ANY DOCUMENTS ARE MISSING, THEY MAY BE DEEMED NON-RESPONSIVE.</p> <ol style="list-style-type: none"> 1. Fully completed Quotation signed by the Officer of the Corporation. 2. The Port Authority of NY & NJ Purchase Order Terms and Conditions 3. Federal Transit Administration Requirements 4. Buy America Certifications included in the Federal Transit Administration 5. DBE FORMS A1, A2, A3 6.,,Certification Regarding Lobbying Pursuant to 31 U.S.C. 1352 7.,,Standard Form LLL - Disclosure of Lobbying Activities 8.,,Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions <p>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 website: http://www.panynj.gov/wtcprogress/pdf/PANYNJ_OIG_WTC_BQQP.zip</p>				
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	<p>INSURANCE PROCURED BY THE CONTRACTOR</p> <p>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:</p> <p>Commercial General Liability Insurance - \$2 million combined single Limit per occurrence for bodily injury and property damage liability.</p> <p>Automobile Liability Insurance - \$2 million combined single limit per accident for bodily injury and property damage liability.</p> <p>Railroad Protective Liability Insurance:</p> <p>\$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.</p>				
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	<p>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.</p> <p>The certificate of insurance and liability policy (ies) must contain the following endorsement for the above liability coverages:</p>				
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	<p>"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."</p> <p>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.</p> <p>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.</p> <p>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.</p>				
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	<p>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.</p> <p>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.</p> <p>Renewal certificates of insurance or policies shall be delivered to the Facility Contractor Administrator, Port Authority at least</p>				
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	<p>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.</p> <p>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]</p>				
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	<p>This is a Formal Bid Invitation Mail Sealed Bids to:</p> <p>The Port Authority of NY & NJ Attn: Bid Custodian Procurement Department 2 Montgomery Street, 3rd Floor Jersey City, NJ 07302</p> <p>by the date and time listed above, where it will be publicly opened and read.</p> <p>Bids are only accepted Monday through Friday, excluding Port Authority holidays, between the hours of 8 A.M. & 5 P.M., via regular mail, express delivery service or hand delivery.</p> <p>If you do not use or have an envelope provided, you must clearly mark the outside envelope/package with 'BID ENCLOSED' and show the company name, address, as well as Bid number and Due date as stated on this bid document.</p> <p>A valid photo id is required to gain access into the building, to attend the bid opening or hand deliver a bid.</p>				
	<p>Track Scarifier as per specs (ATT. "A")</p>				
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1	<p>The item covers the following services: Track Scarifier as per specifications</p>				
		PAYMENT TERMS			
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SPECIFICATIONS

1. Item(s) and/or Service(s) Required by the Specifications

These specifications cover the technical aspects for a new Track Scarifier (hereafter called "Scarifier") to be utilized on the PATH tracks to remove railroad track ballast from between railroad ties in either wood or concrete areas, in third rail areas in the ballasted trackbed. The Scarifier shall have transit heads for working platform areas and must fit inside the Clearance envelope as found on Exhibit 5.

2. Acceptance or Rejection of Bids

The acceptance of a bid will be by a written noticed 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.

3. Model

The Scarifier shall be of the latest type in production at the time of delivery. Production parts and components shall not be obsolete, nor production life near the end of their production life. All components shall be readily available for a minimum of ten years (10) from the date of delivery.

4. Reliability

The Scarifier design, construction and materials used shall ensure that it will function reliably and efficiently in sustained operations under harsh and extreme conditions in adverse railway environments.

5. Workmanship

The inserter shall be free from defects such as incomplete welds, welds that cross welds, corrosion, loose or improper fasteners, any leaks or contamination, and any other defects that would impair or limit the operation or serviceability. All welds must comply with the associated and established American Welding Society (AWS) standards.

6. Maintenance

The Scarifier shall incorporate a design which allows ease of access, service, replacement, and adjustment by maintenance and operational personnel including filters, fluids, and other components.

7. Standards

Track Scarifier 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, EPA, 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..

8. Parameters

The inserter shall operate in a system with the following track parameters:

Gauge	4'8 1/2"
Shortest radius of horizontal curve	100'
Minimum radius of vertical curve	500'
Running rail sections	85#ASCE, 100#ARAB, 115#RE, 136# RE, 140#RE
Restraining rail sections	100#ARAB, 85#ASCE, U69
Maximum sustained grade	5%
Maximum curve super-elevation	5"
Contact Rail Type	Overrunning 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 Exhibit 1, 2 & 3
Clearances	Exhibit 4 and 5

9. Description

- a. The Track Scarifier shall be a self propelled machine designed to remove ballast, wood chips, and other debris from the cribs where old ties have been removed.

10. Frame

The frame shall be of all welded construction using structural channels and formed plate.

11. Propel System

- a. The axles shall be a minimum of 3" solid axles with chain drive from separate hydraulic driving motors for each axle.
- b. Travel speed shall be a minimum of 20 mph.
- c. Must have two (2) propel drive motors for a quicker response in work mode.
- d. Must have heavy duty axle bearings.
- e. Drive chains shall be a minimum of #100 with hardened tooth sprockets.

12. Wheels and Brakes

- a. Minimum of 16" cast steel wheels
- b. External, individual composite brake shoes that are applied directly to the centerline of the wheel tread.
- c. Service Brakes shall be air applied, spring released.
- d. Emergency/parking brakes shall be spring applied, air released.
- e. Wheels shall be non-insulated so unit will shunt PATH signals

13. Electrical System

- a. Minimum 12 volt dc negative ground.
- b. System must be maintained by engine driven alternator.
- c. All wiring must be color coded and/or numbered.
- d. Battery should be of sufficient capacity to provide at least 5 minutes cranking of engine at 10 degrees F. and should be so located so as to permit filling and inspection readily.
- e. Battery box should be so located within a locked compartment with a cut-off switch located in the same compartment.

14. Hydraulic System

- a. Must have pressure compensated piston type pump direct coupled to engine.
- b. Hydraulic oil shall be filtered through a 100 mesh (145 micron) suction screen and 10 micron return filter.
- c. Shall include a manifold-type stack valves for improved serviceability.
- d. Shall have a battery operated emergency pump to return all systems to a travel mode.

15. Engine –

- a. To be of adequate horsepower to operate unit and operate on all grades on the PATH system.
- b. Shall have a hour meter to show hours of accumulated operation.
- c. **Must meet the exhaust standards of the latest EPA Regulations at the time of delivery.**
- d. Must have a catalytic converter or approved equal
- e. Shall be electric start and self propelled

16. Air System

- a. Shall supply a minimum of 12cfm @ 1,250 rpm air compressor, engine oil lubricated, air cooled.
- b. Pressure of 110-120 psi
- c. Supplied with an air tank of a minimum of 10 liters
- d. Horn – Shall have two (2) horns mounted center of roof one each end outward, can be either air or electric.

17. Cab

- a. Seats must be ergonomically designed for the operator with seatbelts.
- b. Shall have a large front windshield with unobstructed view of operation.
- c. Hydraulic pilot-pressure bottom-ported joystick controls on operator seat with heat shields. Must be able to control each rothead individually
- d. Requires a self-contained hydraulically driven air conditioner/heater/pressurizer unit mounted on rear of cab.
- e. Shall have a second seat for a PATH pilot complete with seatbelts and button to stop vehicle in an emergency

18. Headlights and Tail Lights

The unit must have headlights and tail lights on both ends of the machine. In the operation of the headlights, safety beacon and taillights, operation of the lights must be automatically controlled per the direction of travel. The vehicle must also come equipped with sufficient lights to allow for night operation.

19. Filters and Strainers

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

20. Automatic Fire Suppression System (AFSS)

a) General

A UL listed AFSS complete with 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 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 the PATH Operator or PATH Pilot. 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 Track Scarifier. Each sensor shall be equipped with a status LED to indicate power on and alarm conditions.

The Track Scarifier 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 Track Scarifier 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 Color Black 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.

21. Paint

Manufacturer shall use paints which meet OSHA regulations and standards, and do not have any known history of biological hazards due to long term exposure. Passive respirators and eye protection shall be the only safety or health equipment necessary to protect workers while making repairs.

Manufacturer shall also utilize proper surface preparation, including primer to provide a high quality durable finish coat.

Exposed parts of the machine shall be painted AREMA YELLOW except as follows:

Diesel Fuel Tank.	GREEN
Hydraulic Reservoirs	BLUE
Coolant Tank.	GRAY
Wheels and Handrails	BLACK
Lifting Lugs	BLACK
Safety Locks.	RED
Jacking Points or pads.	BLACK
Engine and Other Parts	Manufacturer's Option

The name of fluid and the words "CHECK DAILY" shall be stenciled on each tank in 1" letters. Total machine weight with all tanks filled shall be plainly marked on both sides of the machine in 1 1/2" letters in Black:

WEIGHT _____ lbs. (Manufacturer/Contractor to fill in the blank.)

All equipment shall be protected by finishes suitable to the environment for the NYC area. Moving parts shall be self-lubricated or shall contain provisions for full application of all lubricants.

Exteriors exposed to the elements shall be finished by a minimum three (3) coat process. The base coat shall contain a rust inhibitor phosphatized coating and be thoroughly bonded to base.

22. Tests Upon Delivery

Prior to delivery, a PATH representative will inspect the Track Scarifier at the point of manufacture. After delivery, a field inspection of the Track Scarifier and its equipment will be made by PATH. If any damage has occurred or for any reason does not comply with the requirements hereof, the Vendor will be notified in writing and he shall repair or replace the damage at his own cost and expense even though the inserter has been previously inspected and approved for shipment. Testing shall include, but not limited to clearance of the third rail, platform and its appurtenances while traveling and working.

23. Start Up and Training

- a. The Contractor shall provide the service of one (1) individual for a period of three (3) days to provide start up assistance and training on the Track Scarifier.
- b. In addition, the Contractor shall provide a maintenance training course for PATH's equipment maintainers. This course shall be given at PATH in Jersey City, NJ and shall be of a duration of not less than two (2) consecutive calendar days.

24. Manufacturer's Warranty:

- a. Manufacturer must provide a twelve (12) month warranty of the entire assembly of all parts and service. Warranty period shall start after the Track Scarifier is accepted by PATH.
- b. Prior to acceptance, PATH will conduct field tests of the Track Scarifier consisting of all clearances, and ensuring actual compliance to the specifications.

25. Delivery:

- a. Delivery shall take place two hundred (200) days or sooner after award.
- b. Delivery of Track Scarifier to : 120 Academy Street, Consolidated Shop, Jersey City, NJ, 07302
- c. The Contractor shall be responsible for any and all costs associated with the delivery of the Track Scarifier, including unloading onto PATH Tracks.

26. Instruction Books

- 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 Track Scarifier equipment. The vendor shall also provide this information on CD disks supplying two complete disks. This material shall be sent to: Mr. Edward Perara, One PATH Plaza, 8th Floor, Jersey City, New Jersey, 07306.
- b. 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
- c. 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.
- d. The Track Scarifier 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. Manufacturer shall provide a comprehensive list of spare components inclusive of current prices. A separate list of parts necessary for routine maintenance and recommended on hand quantities shall also be

submitted. As a minimum, the Contractor shall supply the following spare parts: two (2) complete sets of filters (air, fuel, hydraulic, etc.).

- b..A list of local distributors of the major component parts is also to be supplied
- c. One instructional DVD on the repair, operation and maintenance of the machine must be delivered with the machine.

28. Specific Bidder's Prerequisites

- a. The Bidder shall have had at least five (5) years of experience immediately prior to the date of submission of its bid in the management, design and manufacturing Track Mounted Rail Equipment 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 Track Scarifier 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. 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.

29. 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

Pricing Sheet

Item No.	Description	Estimated Qty	Unit	Unit Price	Total Price
1	Track Scarifier-Design, Manufacture, Deliver	1	each	\$ _____	\$ _____
2	Spare Parts	1	lot	\$ _____	\$ _____
	ESTIMATED TOTAL DELIVERED CONTRACT PRICE:				\$ _____

LEAD TIME:

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

_____ Weeks after return of approval drawings

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

CERTIFICATE OF CURRENT COST OR PRICING DATA:

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 of NY & NJ or to The Port Authority of NY & NJ's representative in support of:

Bid No. [Insert Bid Number] are accurate, complete, and current as of [Insert Date]*.

This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and The Port Authority of NY & NJ that are part of the bid.

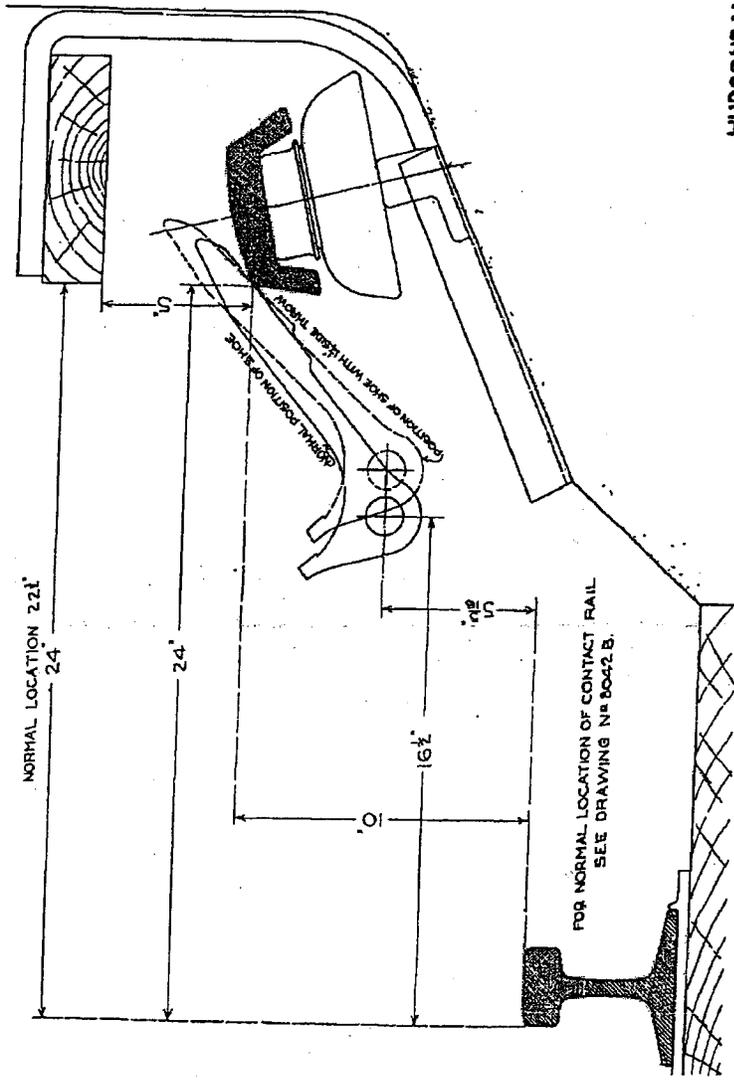
Firm: _____

Signature: _____

Name: _____

Title: _____

Date: _____



HUDSON & MANHATTAN R.R. CO.
 LOCATION OF CONTACT RAIL
 IN HIGHEST POSITION ABOVE TRACK RAIL
 TUNNEL-UNDER RIVER BET. STA. 1194+8.69 & 1191+42.8
 SCALE-HALF SIZE
 SEPT-25-1912

DRAWN BY: E. DEPT
 TRACED BY: NCTPA
 CHECKED BY: NCTPA
 CONTRACT: FILE NOS. SERIAL NO. 488

NOTE-
 Traced From E. & L. Dept. Sheet No. C-11111-1-25, 1912

EXHIBIT 3

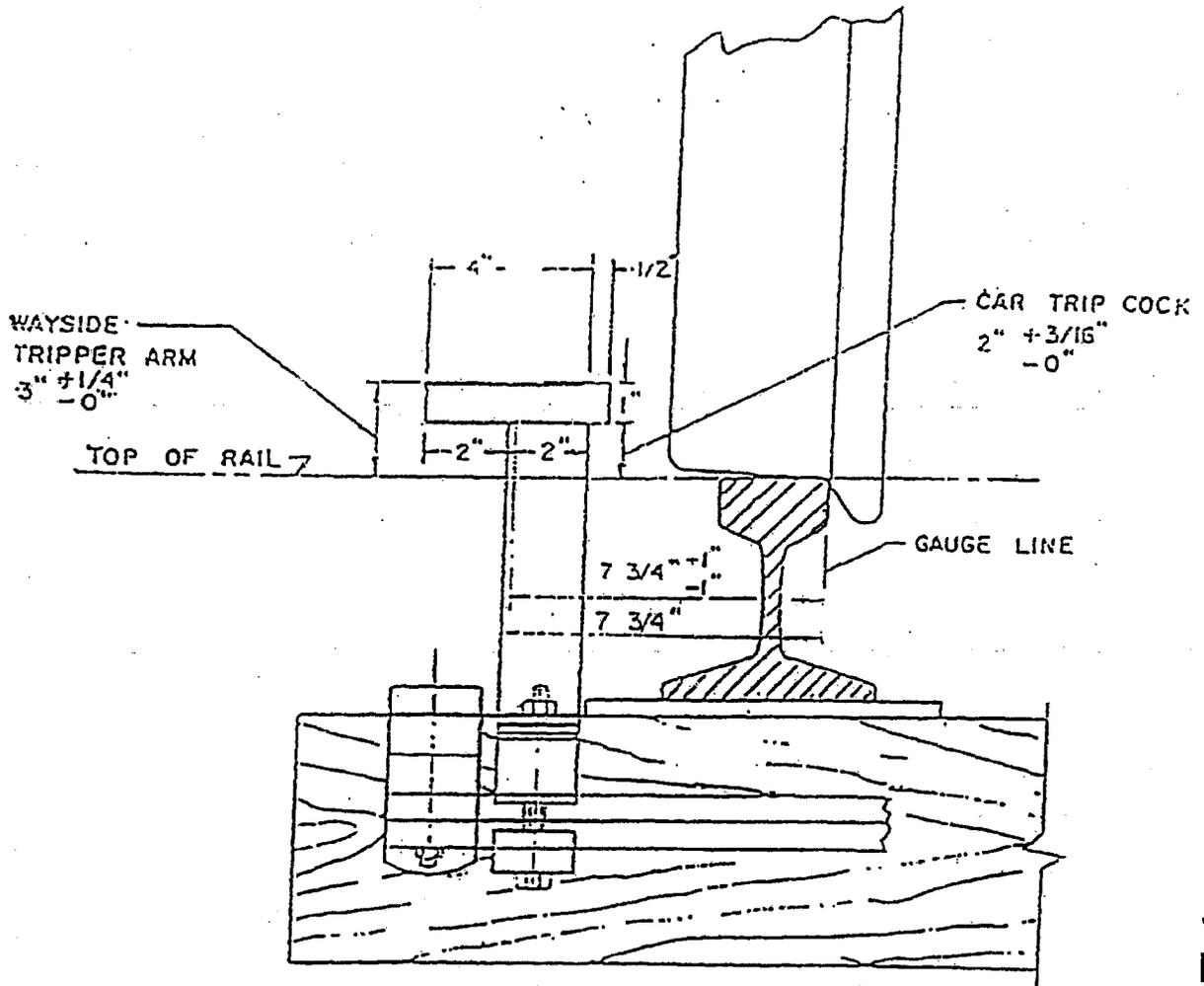


EXHIBIT 4

REVIS	S	PORT AUTHORITY TRANS-HUDSON CORP.	
		(PATH)	
		AUTOMATIC TRAIN STOP TRIPPER ARM	PBT
		DATE: 1.20.93	DWG. NO SK-CL 001 SHEET 1 OF 2

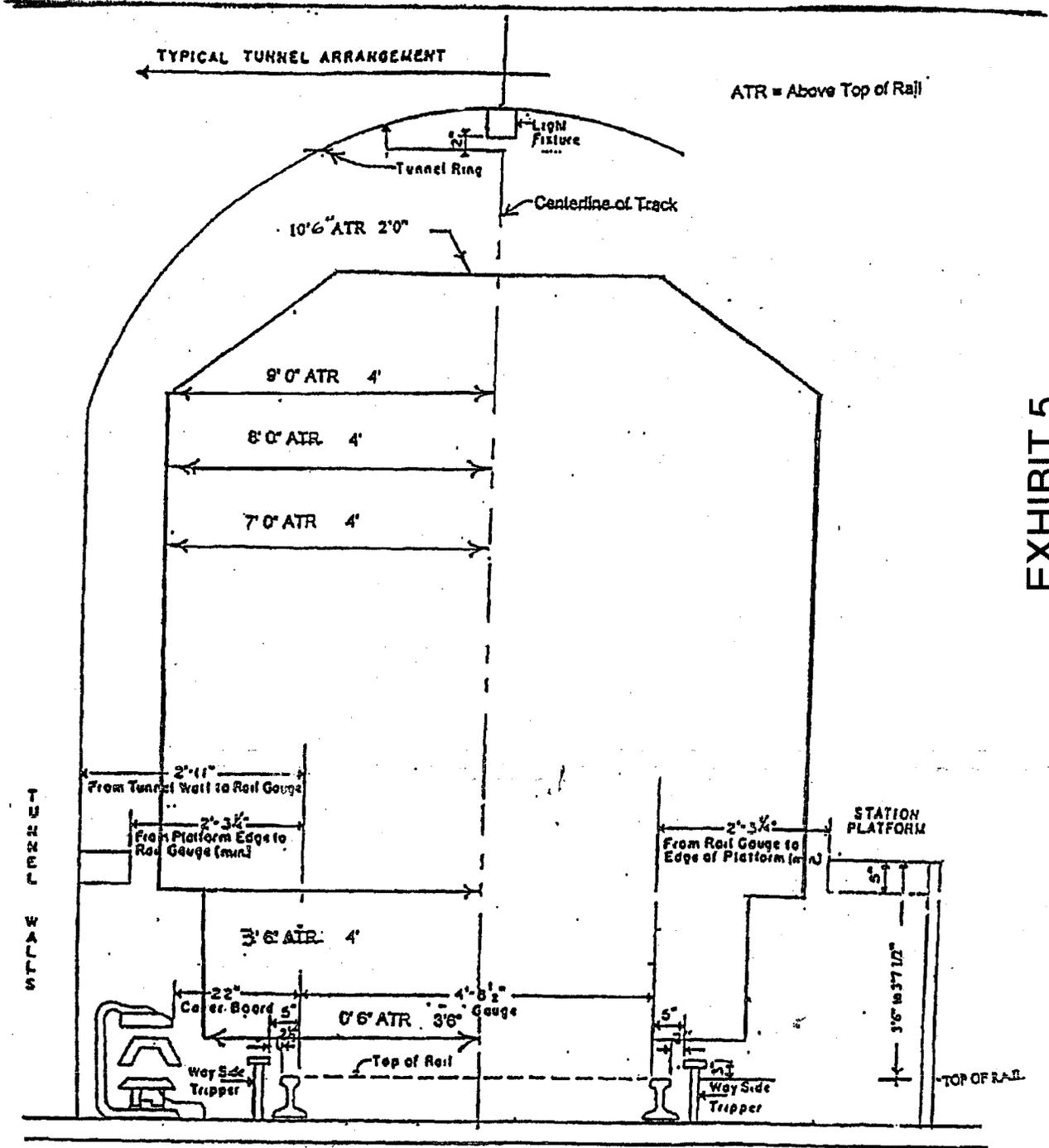


EXHIBIT 5

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



Cl. by S.W.
Dr. by L.A.
Scale 3/8" = 1'-0"
Date: 5 Feb '82
Dwg. No. WPS124
REV 10/2/98

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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

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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;

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- 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_BQQP.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.

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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

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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 Conversation

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 Buy America certification (attached) 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.

BUY AMERICA CERTIFICATION (ROLLING STOCK)

A bidder or offeror must submit to the FTA recipient the 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 BUSES, OTHER ROLLING STOCK AND ASSOCIATED EQUIPMENT (ROLLING STOCK)

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

FOR OBDCR USE ONLY		
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.

CERTIFICATION REGARDING LOBBYING PURSUANT TO 31 U.S.C. 1352

The undersigned

_____ (name of authorized officer)

certifies, to the best of my knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying, Activities" in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by, 31, U.S. C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Note: Pursuant to 31 U.S.C § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, et seq., apply to this certification and disclosure, if any.

Executed this day _____ of _____, 201__

By: _____
Signature of Authorized Official

Official Name and Title of Authorized Official

FTA REQUIREMENTS

STANDARD FORM LLL - DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post award	3. Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

FTA REQUIREMENTS

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
 2. Identify the status of the covered Federal action.
 3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
 4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
 5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
 6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
 7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
 8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
 10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
 11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.
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FTA REQUIREMENTS

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

FTA REQUIREMENTS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant,

_____, certifies by submission of this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. The prospective lower tier participant shall provide immediate written notice to the Authority (and the Contractor, if applicable) if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Executed this day _____ of _____, 201_____.

BY SIGNATURE OF AUTHORIZED OFFICIAL

NAME AND TITLE OF AUTHORIZED OFFICIAL

FTA REQUIREMENTS

INSTRUCTIONS FOR COMPLETION OF CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -LOWER TIER COVERED TRANSACTIONS

1. By signing and submitting this Proposal, the prospective lower tier participant is providing the signed certification set out on the previous page.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Authority may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the Authority if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. The Proposer may contact the Procurement Representative for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the Authority.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under sub-paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the Authority may pursue available remedies including suspension and/or debarment.

END OF FTA CONTRACT PROVISIONS