

## REQUEST FOR QUOTATION

<p><b>Contact person/Telephone</b>                  Larry Waxman/212-435-4639</p>	<p><b>Collective# / Bid Due Date</b>                  0000043226 / 08/26/2015</p> <p>Bids must be received no later than 11:00 AM on the above Bid Due Date.</p> <p><b>Deliver Goods/Services To:</b>                  GLEN SMILEY                  ACADEMY STREET                  Jersey City NJ 07302</p>
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Quantity	Description	Unit Price	Total
	<p>HIGH SPEED DRAW OUT DC CIRCUIT BREAKERS FOR PATH FURNISH AND DELIVER.</p> <p>FACTORY NEW REPLACEMENT High Speed Traction CIRCUIT BREAKERS for PATH Substations 7, 8, AND 9.</p> <p>QUANTITY: FOUR (4) EACH.                      FURNISH AND DELIVER AS DESCRIBED BELOW AND PER ATTACHMENTS/DRAWINGS INCLUDING FTA REQUIREMENTS.</p> <p>Note: These items/services 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 performance of such service/supply of such items.</p> <p><b>NOTE TO BIDDERS:</b>                      WITH BID RESPONSE BIDDERS ARE TO RETURN AND COMPLETE WHERE APPLICABLE THE FOLLOWING:</p> <p>A COMPLETED REQUEST FOR QUOTATION (RFQ) FORM.</p> <p>A COPY OF THE MAY 2015 SPECIFICATION INCLUDING ASSOCIATED DRAWINGS: *STATIONARY BREAKER, SCHEMATIC FIGURE V-II, SHEET NO. 189246</p>		
	<p><b>PLEASE QUOTE FULLY DELIVERED PRICES</b></p>	<p><b>PAYMENT TERMS</b></p>	<p><b>Total Delivered Price</b></p>

**This Quotation is subject to the terms and conditions set forth on the back page hereof. Bidder is advised to read these before signing.** We have read the instructions and, if favored with an order, we agree to furnish the items enumerated herein at the prices and under the conditions indicated.

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

Bidder  
 Must  
 Sign  
 In  
 Two  
 Places

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

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

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

## REQUEST FOR QUOTATION

Bid Due Date  
 08/26/2015

Quantity	Description	Unit Price	Total
	(1 OF 2 AND 2 OF 2) SHEET 189300 (1 OF 2 & 2 OF 2) & SHEET 189247 (PAGE 1 OF 3, 2 OF 3 & 3 OF 3).  A COPY OF THE DC TRACTION POWER CIRCUIT BREAKERS  A COPY OF THE METAL-ENCLOSED DC SWITCHGEAR SPECIFICATION.  ALL BIDDERS MUST SUBMIT THE FOLLOWING DOCUMENTS WITH ITS BID, COMPLETING FORM WHEREVER INDICATED. IF NOT, BIDS MAY BE DEEMED NONRESPONSIVE.  1. PORT AUTHORITY OF NY & NJ PURCHASE ORDER TERMS AND CONDITIONS. (PLEASE NOTE ALL PARAGRAPHS, INCLUDING PARAGRAPHS 19. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PROGRAM, & PARAGRAPH 20, BACKGROUND QUALIFICATION QUESTIONNAIRE (BQQ)). 2. DBE FORMS APPENDIX A1, APPENDIX A2, and APPENDIX A3. 3. CERTIFICATION REGARDING LOBBYING PURSUANT TO 31 U.S.C. 1352 4. THE FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS. 5. *BUY AMERICA CERTIFICATION FOR NON-ROLLING		
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	STOCK 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  *ITEMS 5-8 ARE INCLUDED IN THE FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS  UNIT PRICE PER CIRCUIT BREAKER \$ _____ TIMES FOUR (4) EACH EQUALS \$ _____ (ONE LOT) TOTAL FOB DESTINATION.  QUOTE FOB DESTINATION PRICING ON ALL ITEMS.  IN THE EVENT OF AN ORDER ADVISE DELIVERY: A) VENDOR DRAWING SUBMITTAL FOR PATH APPROVAL IN _____ DAYS. B) VENDOR DELIVERY OF CIRCUIT BREAKERS AFTER APPROVAL OF DRAWINGS IN _____ DAYS. A PLUS B = C: TOTAL DELIVERY IN DAYS: _____  WITH BID RESPONSE ADVISE CIRCUIT BREAKER EQUIPMENT		
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Quantity	Description	Unit Price	Total
	<p>TO BE OFFERED:                      MANUFACTURER: _____                      PLANT LOCATION CITY/STATE/COUNTRY:                      _____                      FINAL ASSEMBLY LOCATION CITY/STATE/COUNTRY:                      _____                      MAKE/MODEL/PART NUMBER: _____                      (OR APPROVED EQUALS AS DETERMINED BY PATH)                      FACTORY NEW REPLACEMENT CIRCUIT BREAKERS must match existing PATH Substation ITE switchgear cubicle for a reliable circuit breaker operation. The technical data and quantity of the required DC breakers are summarized below.</p> <p>DC Main/Tie Circuit Breaker:</p> <p>Quantity:                    Four (4).                      Style:                        ITE FBK-H, Model-02, Draw-Out type, with Over-Current trip device ODFBK-7A.                      Frame Size:                4000 AMPS DC.                      Maximum DC Volts:        800 Volts.                      Control voltage:            125V DC.                      Rated Continuous current: 4000 AMPS DC.                      Rated Peak Current:        200 KA.                      Rated Momentary Current: 125 KA.                      Rated Short Time Current: 80KA.                      Under voltage trip:        NOT REQUIRED.</p> <p>The breaker shall be equipped with utility relay FBK-H High</p>		
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Quantity	Description	Unit Price	Total
	Speed Trip Unit (P/N B-814-UO-4C-7B with 14 Pin Amphenol connections) with required impulse trip coil.  <b>DELIVERY REQUIREMENTS (IN THE EVENT OF AN ORDER):</b>  The Vendor shall make delivery of all circuit breakers <b>DRAWINGS FOR PATH REVIEW AND APPROVAL WITHIN TEN (10) CALENDAR DAYS OF AWARD NOTICE.</b>  The Vendor shall make delivery of all circuit breakers within one hundred forty (140) calendar days after the approval by PATH of the submitted drawings as described above.  Deliver all <b>CIRCUIT BREAKERS</b> in a vehicle, suitable for unloading with a lift-gate. Delivery hours will be limited to weekdays between the hours of 8:00 a.m. to 2:00 pm.  <b>SHIPPING ADDRESS AND FACILITY CONTACT IN THE EVENT OF AN ORDER:</b>  Port Authority Trans Hudson Corporation (PATH) 120 Academy Street, Jersey City, NJ 07302 Attn: Glen Smiley  CONTACT VIA TELEPHONE THREE (3) CALENDAR DAYS PRIOR TO SHIPPING FOR advance notification shall be		
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Quantity	Description	Unit Price		Total
	given to Mr. Glen Smiley, telephone (201)216-6962. END  PLEASE FOLLOW RETURN TO BID INSTRUCTIONS. REPLY ONLY ON P.A./PATH REQUEST FOR QUOTATION FORM AS ATTACHING YOUR COMPANY'S TERMS & CONDITIONS MAY CAUSE YOUR BID TO BE DEEMED NON RESPONSIVE AND OR DELAY AN AWARD ISSUED.  QUESTIONS ONLY CONTACT: LARRY WAXMAN TEL: 212 435 4639 OR EMAIL: Lwaxman@panynj.gov			
	<b>PLEASE QUOTE FULLY DELIVERED PRICES</b>	<b>PAYMENT TERMS</b>		
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	<p>This is a Formal Bid Invitation                      Mail Sealed Bids to:</p> <p>The Port Authority of NY &amp; NJ                      Attn: Bid Custodian                      Procurement Department                      4 World Trade Center                      150 Greenwich Street, 21st Floor                      New York, NY 10007</p> <p>by the date and time listed above, where it will be publicly opened and read.</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>Bids are only accepted Monday through Friday, excluding Port Authority holidays, between the hours of 8 A.M. &amp; 5 P.M., via regular mail, express delivery service or hand delivery. Express carrier deliveries by commercial vehicles can be made via vendors approved by Silverstein Properties, the 4 World Trade Center (4WTC) Property Manager, through the Vehicle Security Center (VSC). Presently, UPS is the only delivery vendor with approved recurring delivery times. There is extensive security at the World Trade Center Site. Individuals must present a valid government-issued photo ID</p>		
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	to enter 4 WTC. Individuals without packages or carrying small packages or boxes that can be conveyed by hand or on a hand truck may enter through the lobby. All envelopes, packages and boxes may be subject to additional security screening.  There is no parking available at 4 WTC/150 Greenwich Street, and parking in the surrounding area is extremely limited.  A valid government-issued photo ID is required to gain access into the building to attend the bid opening or hand deliver a bid.  Bids that are not received by the bid custodian by the scheduled bid opening date will be considered late.			
1 LOT	DC high speed Draw Out circuit breakers			
<b>PLEASE QUOTE FULLY DELIVERED PRICES</b>		<b>PAYMENT TERMS</b>		
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PORT AUTHORITY TRANS-HUDSON CORPORATION

ONE PATH PLAZA JERSEY CITY, NEW JERSEY 07306

**FURNISH DC TRACTION POWER CIRCUIT BREAKERS TO PORT AUTHORITY TRANS HUDSON INC.**

May 2015

**Description:**

Furnish and deliver a total of **Four (4)** DC high speed Draw Out circuit breakers that will be used in PATH existing Substations 7,8 and 9. These breakers **must match** existing PATH Substation ITE switchgear cubicle for a reliable circuit breaker operation. The technical data and quantity of the required DC breakers are summarized below.

**DC Main/Tie Circuit Breaker:**

<b>Quantity:</b>	<b>Four (4)</b>
<b>Style:</b>	ITE FBK-H, Model-02, Draw-Out type, with Over-Current trip device
<b>ODFBK-7A</b>	
<b>Frame Size:</b>	4000 AMPS DC
<b>Maximum DC Volts:</b>	800 Volts
<b>Control voltage:</b>	125V DC
<b>Rated Continuous current:</b>	4000 AMPS DC
<b>Rated Peak Current:</b>	200 KA
<b>Rated Momentary Current:</b>	125 KA
<b>Rated Short Time Current :</b>	80KA
<b>Under voltage trip:</b>	NOT REQUIRED

The breaker shall be equipped with Utility Relay Corp FBK-H High Speed Trip Unit (P/N B-814-UO-4C-7B with 14 Pin Amphenol connections) with required impulse trip coil. Seller must provide technical assistance/advice upon PATH request, during installation or testing of the breakers.

**Reference Drawings:** Breaker Diagram is attached for design and development use.. The technical data outlined above & attached ITE drawings are specific to assure the circuit breakers will fit into the existing switchgear and operate in a proper manner.

**Shop drawings, Schematic and Technical Data :** These documents must be submitted for approval prior to fabrication, factory testing and the final shipment. The submittal of these drawings will be in 10 calender days after approved Purchase Order is issued. Approval of the these document will not release the Seller responsibility to provide Circuit breakers that will function properly with the existing PATH Switchgear

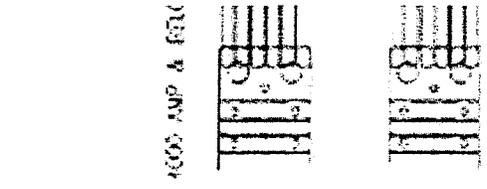
**DELIVERY:**

The Vendor shall make delivery of all circuit breakers **WITHIN 140 DAYS** after the approval of the submitted drawings as described above. Deliver all in a vehicle, suitable for unloading with a lift-gate. Delivery hours will be limited to weekdays between the hours of 8:00 a.m. to 2:00 pm. 48 hours advance notification shall be given to Mr. Glen Smiley, telephone No (201) 216-6962. Shipping address is :

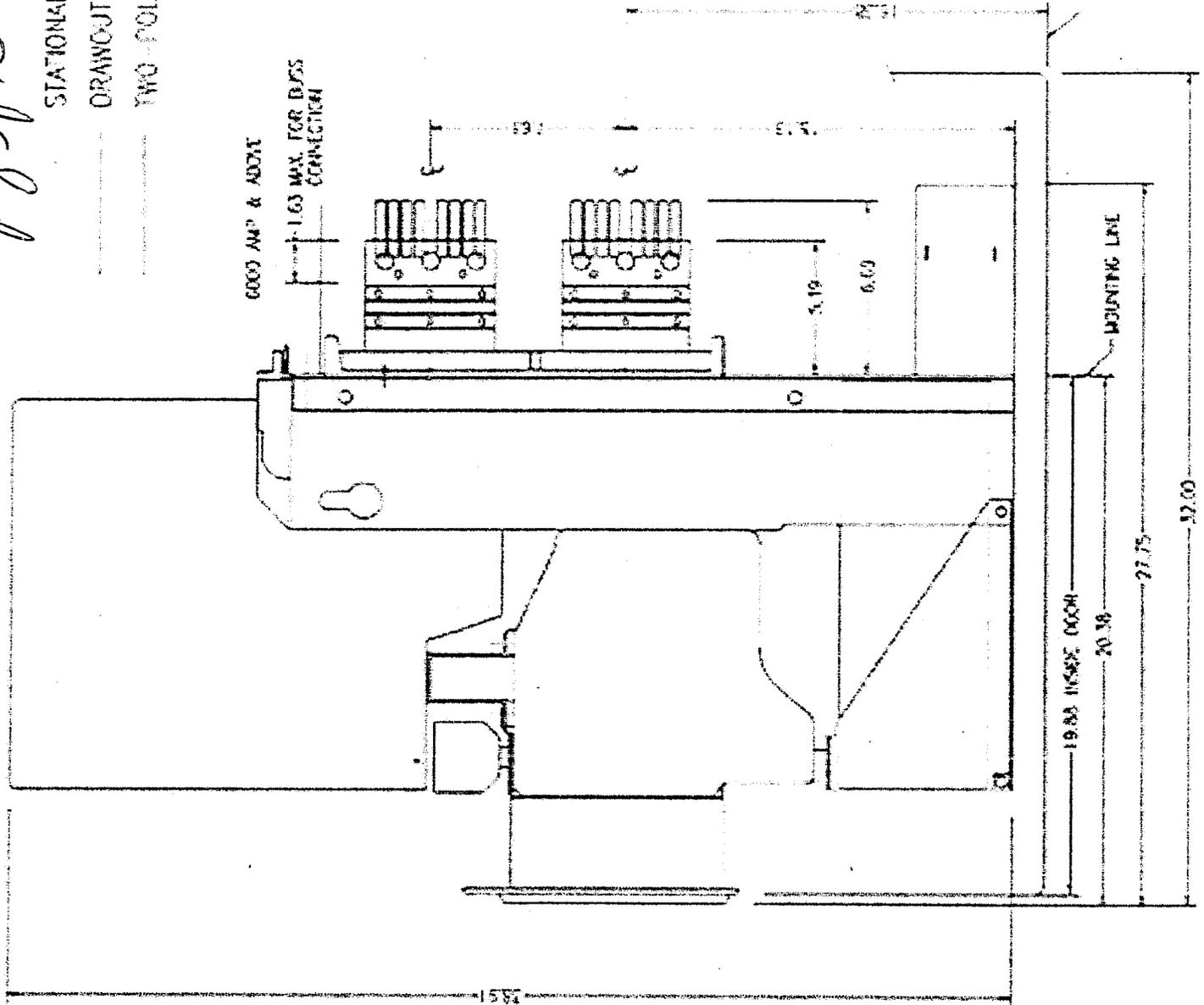
Port Authority Trans Hudson Corporation  
120 Academy Street, Jersey City, NJ 07302  
Attn: Glen Smiley

Page 3 of 13

STATIONARY BREAKER  
DRAWOUT TYPE BREAKER  
TWO-POLE BREAKER

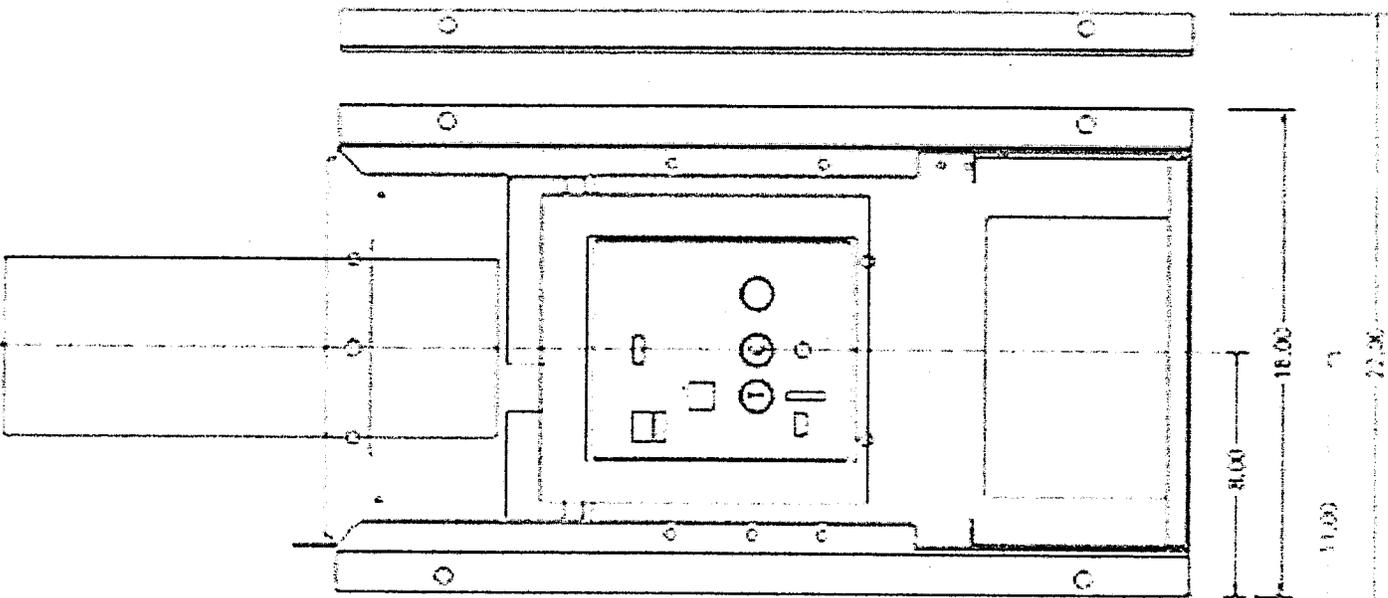


6000 AMP & ABOVE  
1.63 MAX. FOR BUS CONNECTION

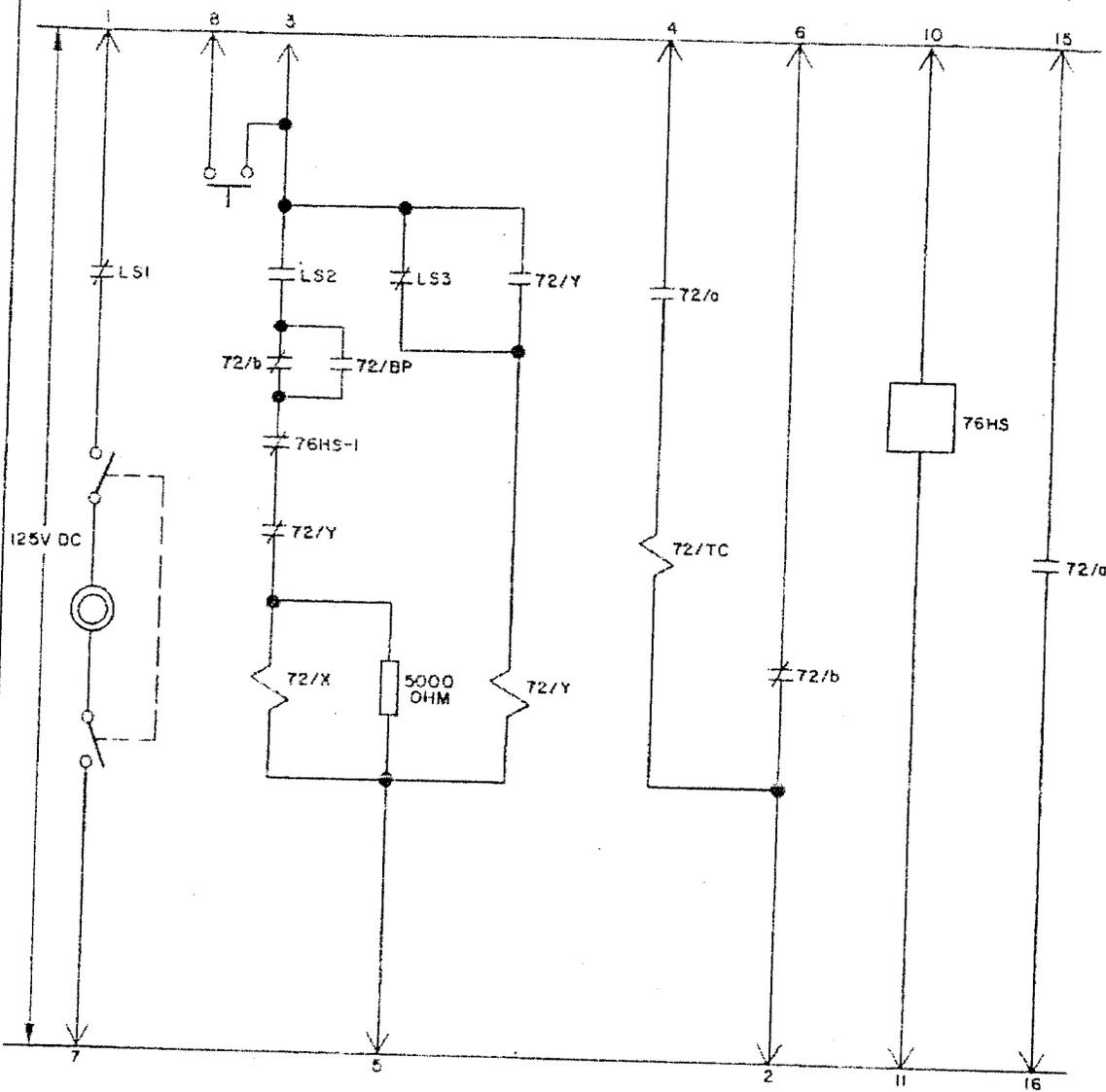


OPEN SECTION

1965 700



DIMENSIONS SHOWN ARE NOT TO BE UTILIZED FOR DESIGN



LEGEND

- LS1 - Limit Switches; closed when springs are discharged, open when springs are charged.
- LS2 - Limit Switch; open when springs are discharged, closed when springs are charged.
- 72/TC - Trip Coil
- 72/X - Close latch Release Coil
- 72/Y - Control Relay
- 76HS - High Speed Control Assembly
- 76HS-1 - High Speed Control Monitoring Interlock Contact; open if High Speed Trip function is inoperative

SCHMATIC  
BASIC ACB OPERATION

FIGURE V-II

**OFFICE COPY**

LEGEND

FOR USE WITH AIRING DIAGRAM FBK-H (Special)

Page 5 of 18



**I.T.E. CIRCUIT BREAKER COMPANY**

189246

SHEET NO. CONT. ON 2

NEXT ASBY.

S. O. 33-45989

BY *W. J. ...*

DATE

7-22-70

CHD.

DATE

APP. *R. O. M.*

DATE

7-22-70

SCALE

DESCRIPTION

- a----- AUXILIARY SWITCH CONTACT OPEN WHEN BREAKER IS OPEN
- b----- AUXILIARY SWITCH CONTACT CLOSED WHEN BREAKER IS OPEN.
- bc----- BYPASS SWITCH CONTACTS CLOSED WHEN DRAWOUT BREAKER IS WITHDRAWN.
- CE----- COIL LEAD.
- L----- AUXILIARY SWITCH MOUNTED ON LEFT HAND SIDE.
- LS/2----- LIMIT SWITCH CONTACT OPEN WHEN SPRINGS ARE DISCHARGED, CLOSED WHEN SPRINGS ARE CHARGED.
- LS/1 & LS/3----- LIMIT SWITCH CONTACT CLOSED WHEN SPRINGS ARE DISCHARGED, OPEN WHEN SPRINGS ARE CHARGED.
- ML----- MOTOR LEAD.
- PB----- LOCAL PUSH BUTTON RECOMMENDED OPERATION IN TEST POSITION ONLY.
- r----- ALARM CONTACT CLOSING ON OVERCURRENT TRIP, MANUALLY RESET.
- s----- ALARM CONTACT OPENING ON OVERCURRENT TRIP, MANUALLY RESET.
- R----- AUXILIARY SWITCH MOUNTED ON RIGHT HAND SIDE.
- TB----- TERMINAL BLOCK POINT.
- TC----- SHUNT TRIP COIL.
- UV----- UNDERVOLTAGE TRIP DEVICE.
- UV/b----- UNDERVOLTAGE CONTACT CLOSED WHEN UV COIL IS DE-ENERGIZED. OPEN WHEN UV COIL IS ENERGIZED.
- X----- CLOSING LATCH RELEASE COIL.
- Y----- CONTROL RELAY LOCKOUT COIL.
- Y/1----- NORMALLY OPEN CONTROL RELAY CONTACT.
- Y/2----- NORMALLY CLOSED CONTROL RELAY CONTACT.
- >----- MOVABLE SECONDARY DISCONNECT CONTACT.
- ▢----- KNIFE BLADE WIRE DISCONNECTS.
- LC----- LATCH CHECK SWITCH: CLOSED WHEN PRIMARY TRIP LATCH IS RESET.
- 76HS-1 & 76HS-2----- HIGH SPEED CONTROL MONITORING INTERLOCK CONTACTS; OPEN IF HIGH SPEED TRIP FUNCTION IS INOPERATIVE.
- 76HS----- HIGH SPEED CONTROL ASSEMBLY
- >----- DISCONNECT PLUG PIN AND RECEPTACLE
- MDS----- MOTOR DISCONNECT SWITCH
- CD----- CONTROL DEVICE

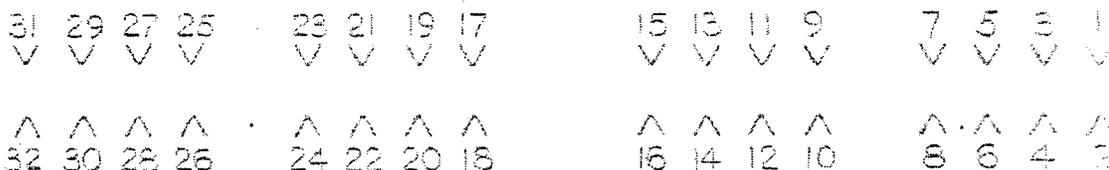
MADE	REVISION	APP'D.
APPROVED FOR DESIGN ONLY THE PORT OF NEW YORK AUTHORITY		
DATE		<i>7/22/70</i>

**DISTRIBUTION COPY**

(Continued on Sheet 2)

- REAR VIEW -

PHYSICAL ARRANGEMENT OF SECONDARY DISCONNECTS - (DRAWOUT BREAKERS)



TERMINAL BLOCKS ACCESSIBLE FROM FRONT OF STATIONARY BREAKER

LEGEND  
FOR USE WITH WIRING DIAGRAMS FBK-N (Special)

page 6 of 18



**ITE Imperial Corporation**

189246

SHEET NO. 2 CONT. ON -

NEXT ASSY.  
S. O

BY DATE

CHD. DATE

APP. *R. G. J.*  
DATE 7-23-70

SCALE

"THIS DRAWING IS THE PROPERTY OF I-T-E IMPERIAL CORPORATION AND CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION WHICH MUST NOT BE DUPLICATED, USED OR DISCLOSED OTHER THAN AS EXPRESSLY AUTHORIZED BY I-T-E."

STANDARD TOLERANCE INFO. ON DR. 52016  
TOLERANCES - UNLESS OTHERWISE SPECIFIED - 3 PL. DEC ± 2 PL. DEC. OR FRAC. ±

- K701----- AUX. RELAY IN HIGH SPEED CONTROL ASSEMBLY
- K701/a1----- NORMALLY OPEN AUX. RELAY CONTACT
- K702----- AUX. RELAY IN HIGH SPEED CONTROL ASSEMBLY
- K702/a1, K702/a2 & K702/a3----- NORMALLY OPEN AUX. RELAY CONTACTS
- LOR----- LATCH TYPE RELAY FURNISHED BY OTHERS
- LOR/b1 & LOR/b2----- NORMALLY CLOSED LATCH TYPE RELAY CONTACTS

OFFICE COPY

MADE	REVISION	APP'D.
APPROVED FOR DESIGN ONLY		
THE PORT OF NEW YORK AUTHORITY		
DATE	<i>12/1/70</i>	

**DISTRIBUTION  
COPY**

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Page 7 of 18



I.T.E. CIRCUIT BREAKER COMPANY

189300

BY M.E.C. DATE 5/15/70

CHD. DATE

APP. 5/9/70 DATE 5-15-70

SCALE ZONE

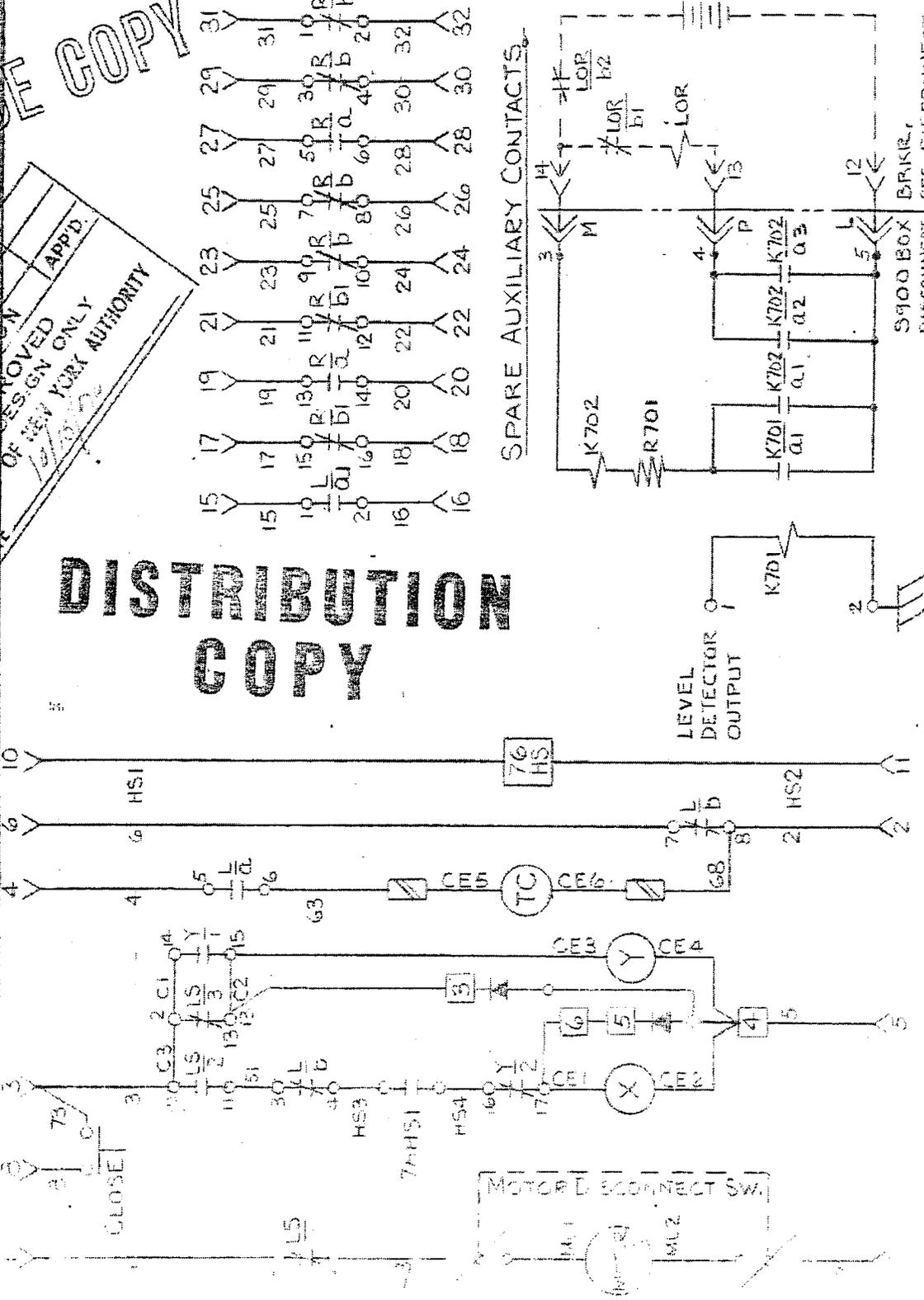
TO CL NUMBERS

OFFICE COPY
MADE FOR APPROVED APP'D.
THE PORT OF NEW YORK AUTHORITY

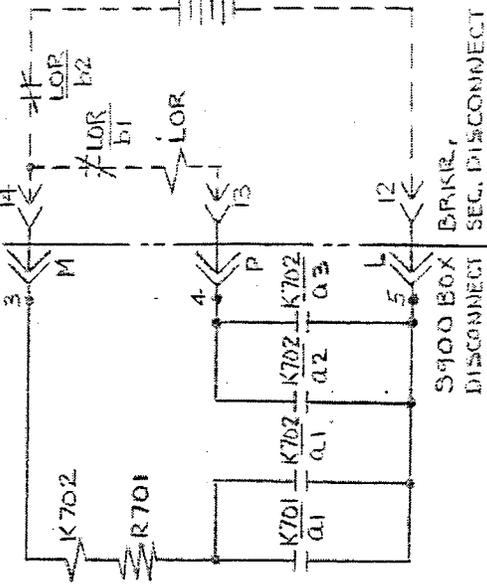
DISTRIBUTION COPY

Legend nos. 109200

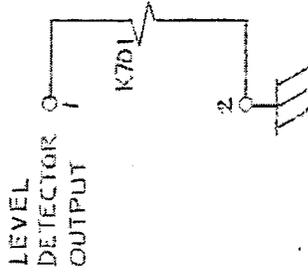
REVISIONS
1 Aux. Sw. Cont. 9410 was on 2. Cont. also 9410
2 Oper. Sequence Nos. 1892500 AM / 21-70



SPARE AUXILIARY CONTACTS



5900 BOX BRKIE, DISCONNECT



REFER TO THE DRWS. 189246 LEGEND OF SYMBOLS AND 189247 OPERATING SEQUENCE. CONTACTS ARE CONVERTIBLE. STD. ARRANGEMENT SHOWN, IF SPECIAL

STD. E.O. EQUIP. MOTOR, HS TRIP,  
MDS. CD, CLOSE P.B., TC, "L" 4 CONT. AUX. SW.

WITH ALARM CONTACT, "R" 8 CONTACT AUX. SW.



I-T-E CIRCUIT BREAKER COMPANY

189300

SHEET NO. 2 CONT. ON - F

NEXT ASBY.

S.O. 33-45989

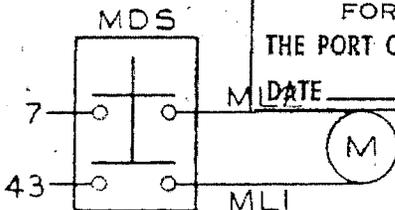
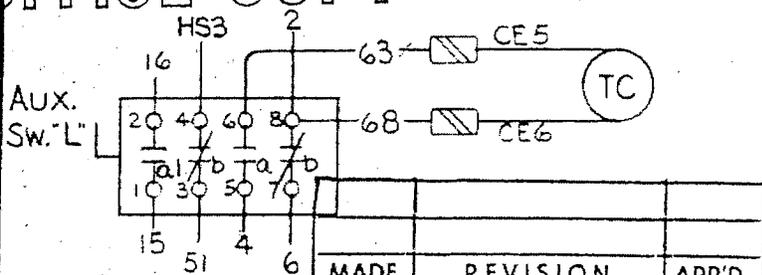
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APP. R.A.M.  
DATE 5-21-70

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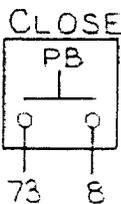
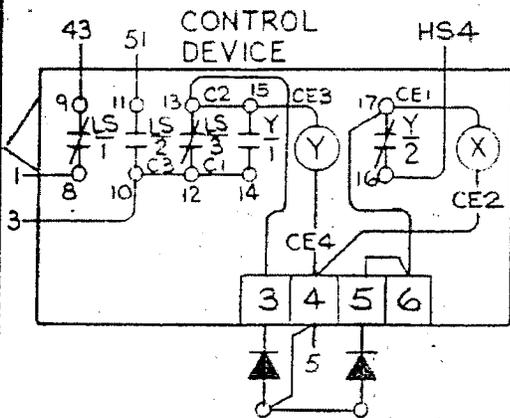
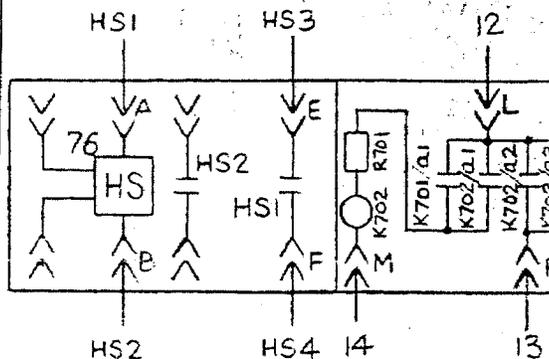
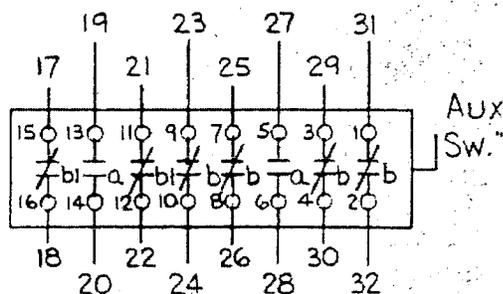
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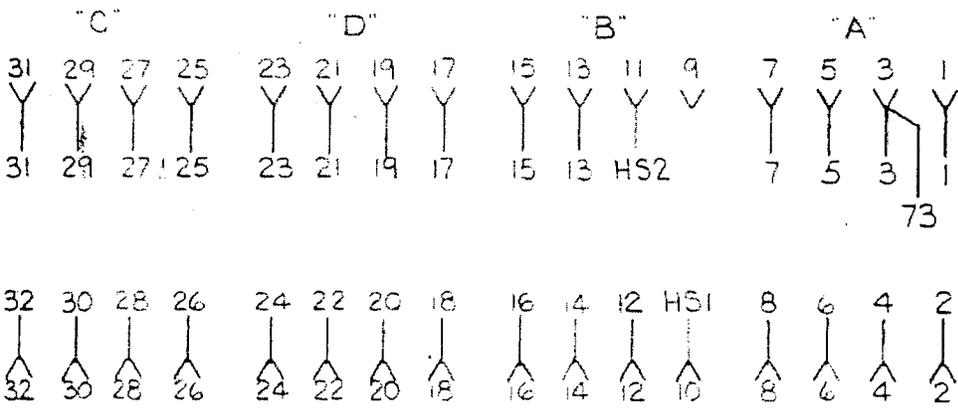
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DATE 10/15/70



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REAR VIEW OF MOVING SECONDARY DISCONNECT CONTACTS ON DRAWOUT BREAKER

ADDITION OF BY-PASS CONTACTS DOES NOT AFFECT THIS DIAGRAM

TOOL NUMBERS

REVISIONS

1 Aux. Sw. 2410 was an  
"2" Cont. W/L of 7-8-70

1282

Page 9 of 10  
PATH



THE CIRCUIT BREAKER COMPANY

189247 0

BY <i>R. A. M.</i>	CHD. DATE	APP. <i>R. A. M.</i>	SCALE
DATE 7-21-70	DATE	DATE 7-21-70	

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BASIC CIRCUIT BREAKER OPERATION

When the circuit breaker open, the closing springs discharged, the control power source energized, and the motor disconnect switch (MDS) closed, operation occurs as follows:

1. Immediately upon availability of control power, the spring charging motor is energized, which in turn charges the closing springs. When the closing springs are charged, limit switch contacts "LS/1" and "LS/3" are opened, and limit switch contact "LS/2" is closed.
2. Operation of the remote close control switch or local close pushbutton (when supplied) energizes the close latch release coil (X) through the circuit breaker auxiliary switch "L/a" contact, the normally closed lockout relay contact "Y/2," and the limit switch contact "LS/2." The close latch release coil (X) releases the latch and the springs then discharge to close the circuit breaker.
3. When the springs discharge, limit switch contacts "LS/1" and "LS/3" close and limit switch contact "LS/2" opens.
4. When the circuit breaker closes, all auxiliary switch "b" contacts open and all auxiliary switch "a" contacts close.
5. When the limit switch contacts "LS/3" close, the lockout relay coil (Y) is energized and opens lockout contact "Y/2" which de-energizes the close latch release coil (X). Lockout contact "Y/1" closes which seals in the lockout relay coil (Y) as long as the "close" contact is maintained. The purpose of the lockout coil (Y) is to prevent pumping of the closing mechanism when closing against a faulted circuit.

6. The circuit breaker can be tripped by operation of the remote trip control switch which energizes the circuit breaker trip coil (TC) through the auxiliary switch "L/s" contact.
7. The closing springs recharge when the breaker is in the closed position.

HIGH-SPEED TRIPPING FUNCTION

Operation:

The high-speed overcurrent trip system is a multi-component system consisting of the coils (a) -- forward and/or reverse, a high-speed control assembly (76HS) and the impulse trip coil. The system is represented schematically in Fig. 1.

NOTE: THIS SYSTEM HIGH-SPEED TRIPPING OPERATION, INTERLOCKING WILL NOT ALLOW THE BREAKER TO CLOSE FOR UP TO A MAXIMUM OF 7 SECONDS ON A ONE POLE BREAK-1000-5000 AMP AND 2 SECONDS ON A ONE POLE BREAK-5000 AMP.

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I-T-E CIRCUIT BREAKER COMPANY

189247

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S. O.	DATE <i>7-21-70</i>	DATE	DATE <i>7-21-70</i>	

SHEET NO. 7 CONT. ON 8 REV.

The sensor (s), supplied in several ratings, provides a signal in direct response to the direction and level of the current (I) through the circuit breaker. This signal initiates the tripping operation. By proper selection of sensor ratings and connections, the forward and/or reverse tripping functions are provided.

The Hall device, integral in the sensor, produces an output voltage signal proportional to the current (I) through the circuit breaker and in the same polarity. When a fault occurs, this output voltage exceeds the level-detector threshold voltage value (pickup) and the detector initiates a firing pulse to energize the impulse coil, which opens the circuit breaker. This high-speed tripping operation causes the circuit breaker contacts to part in approximately three milliseconds after the fault level reaches the selected pickup value.

Pickup settings are provided that are 1.0, 2.0, 3.0 and 4.0 times the selected sensor rating and a tap block with plug is mounted on the front panel of the assembly for selecting the pickup setting required.

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Monitoring:

The high-speed control assembly is designed to monitor the trip system and to provide automatic interlocking in the event of low or unavailable control power.

If control power is unavailable or the voltage is low, 76HS1 contact opens the close latch release coil circuit. If the breaker is open, it cannot be closed electrically.

High Speed Overcurrent Alarm (When Furnished)

1. If current through the circuit breaker is sufficiently high to cause a high speed trip, the level detector output will pick up relay K701 (contained in high speed control assembly 76HS).
2. Contact K702/a1 closes picking up relay K702 (also contained in high speed control assembly 76HS).
3. Contacts K702/a1, K702/a2 and K702/a3 close. Contact K702/a1 keeps relay K702 energized after relay K701 has dropped out. Contacts K702/a2 and K702/a3 energize latch type relay LOR and relay LOR picks up.
4. Normally closed contact LOR/b1 opens and is latched open, thus, deenergizing LOR relay while normally closed contact LOR/b2 opens and is latched open de-energizing relay K702.
5. Any other contact of relay LOR may be used as an alarm contact signaling that a high speed trip has occurred.

One other feature provided is a test push button which provides a means of simulating a sensor output signal. Pressing this button with the breaker closed will cause the breaker to open. This test should only be made with the circuit breaker in the test position when automatic reclosing equipment is provided, unless such equipment is disconnected for the test period.

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I.T.E. CIRCUIT BREAKER COMPANY

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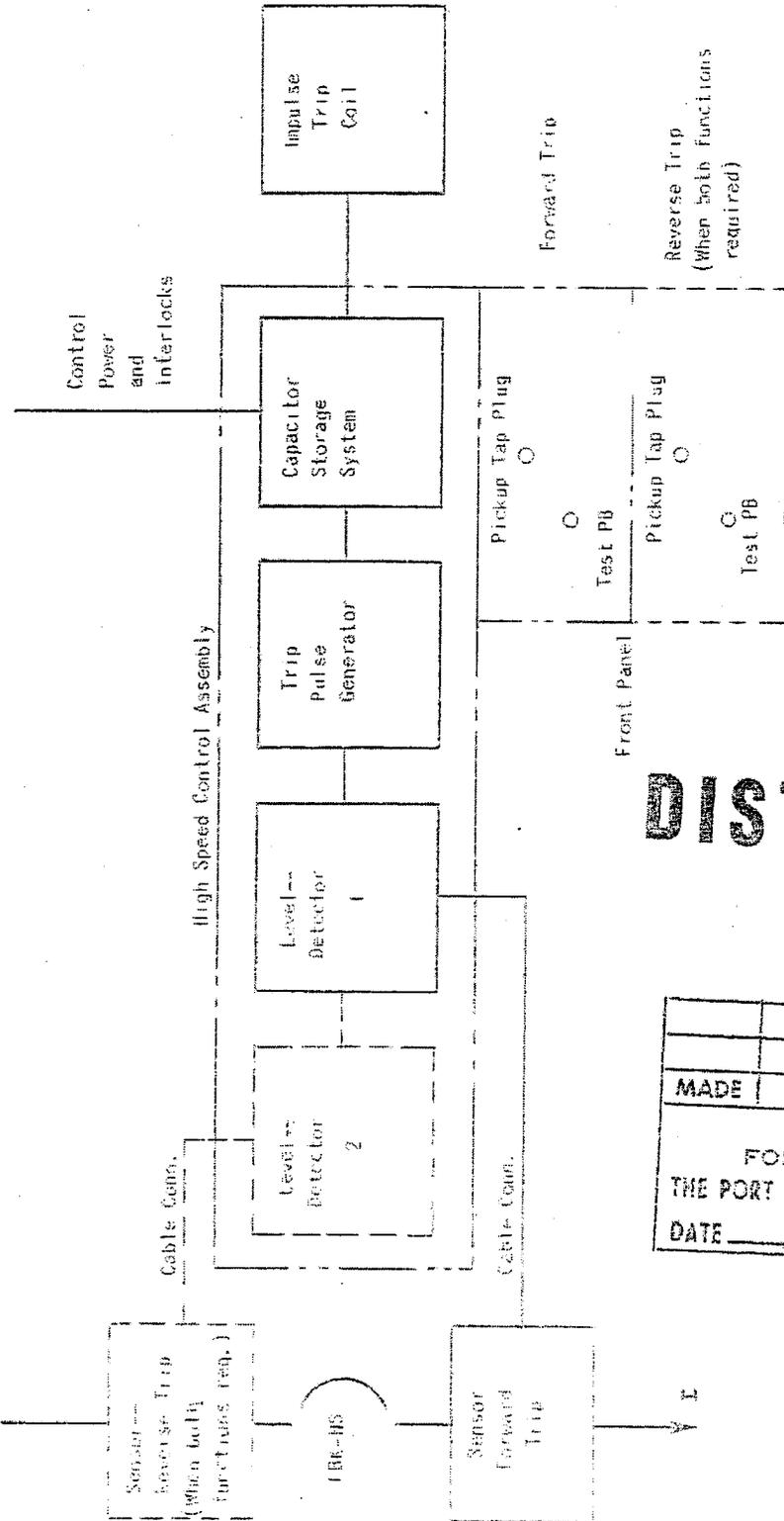
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SCALE



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METAL-ENCLOSED DC SWITCHGEAR

2C Circuit Breaker and Compartment

2C.1 Compartment

The dc circuit breaker compartment shall be designed to accommodate a draw-out type circuit breaker, and shall include secondary disconnecting device contacts and supporting rails for the circuit breaker.

The compartment shall be designed to allow the circuit breaker to be easily drawn in or out of the housing and connected to the buses and auxiliary circuits by means of self-aligning, self-coupling primary and secondary devices.

2C.1.1 Circuit Breaker Positions

The draw-out circuit breaker unit shall be arranged to be moved to any of three positions within the compartment. These specific positions shall be designated "Connected", "Test" and "Disconnected"

In the "connected" position both the primary and secondary (control circuit) disconnecting devices shall be in full contact, and the breaker shall be in position for normal operation.

In the "test" position the primary disconnecting devices shall be open and separated by a safe distance. The control circuit is operative and the breaker can be exercised to the closed and open states by means of push buttons on the breaker escutcheon, breaker close/trip selector switch on the compartment door and from remote location.

In the "disconnected" position both the primary and secondary disconnecting devices shall be open and separated by a safe distance.

Position markers shall be provided on the circuit breaker escutcheon face plate to indicate that the breaker is in the CONNECTED, TEST or DISCONNECTED position. Both electrical and mechanical interlocks shall be provided to inhibit movement of the breaker into one position from another while the breaker is closed. Interlock shall also be provided to cause tripping if the compartment door is opened while the breaker is closed in the connected position.

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20.1.2 Safety Features:

Enclosure dimensions and arrangements shall be such as to allow adequate clearance to ground, and for dissipation of ionized gas from breaker arc chutes.

All dc circuit breaker compartment surfaces, or portions thereof, exposed to arcs or ionized gases shall be lined with flame resistant insulating barrier material. The use of non-conducting material screws on all exposed surfaces is also required.

In each breaker compartment shall be provided a shutter which automatically operate to completely cover the primary disconnecting devices when the circuit breaker is in the test and disconnected position.

20.1.3 Compartment Door:

Each circuit breaker compartment shall have a steel hinged front door with a suitable handle and three point latch, and provision for padlocking in a securely closed position. Where necessary structural reinforcing shall be provided to prevent warps and sags. Each door shall be provided with a door stop to hold the door in the open position.

The design of the structure shall permit closing of the door with the circuit breaker in the TEST and DISCONNECTED positions. Circuit breaker compartment doors shall not impede the movement of the circuit breaker or adjacent circuit breakers into or out of the compartment when the door is open and the stop is set. The door shall have a window for viewing the control devices mounted on the escutcheon face plate.

Each circuit breaker compartment shall have a hinged rear door with captive screws.

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2C.2 DC CIRCUIT BREAKERS

The DC Air Circuit Breakers shall be individually enclosed, draw-out type, single pole, high speed, rated 750 volts dc (maximum 800 volts dc) with Ampere frame size as noted on the attached drawings.

2C.2.1 Design And Construction

The breakers shall be standard units, designed, manufactured and tested according to the standards of ANSI and NEMA listed in section one of these specifications; suitable for and tested for application in extra heavy duty electric traction service supplied by silicon rectifiers as defined by NEMA RI 9 "Silicon rectifier Units For Transportation Power Supplies."

Removable elements consisting the breaker element with operating mechanism, primary and secondary disconnecting devices, mechanical interlocks, of the same type and rating shall be completely physically and electrically interchangeable.

2C.2.2 Circuit Breaker Types

The dc circuit breakers shall be used as Main, Feeder and Tie breakers. Each shall be provided with a bi-directional direct acting instantaneous over current series trip device.

The device for Main and Tie breakers shall be adjustable between 200 percent and 400 percent of the circuit breaker continuous rating. Trip device for Feeder breakers shall be adjustable between 100 percent and 400 percent of the continuous current rating.

2C.2.3 Short Circuit Rating

Each dc feeder breaker and main breaker shall be capable of interrupting the theoretical maximum fault current of 200kA peak; 120kA sustained and shall be capable of limiting the current during the initial transient rise within 10 milliseconds.

2C.2.4 Operating Mechanism

Each circuit breaker shall have a shunt-trip device with the necessary auxiliary control equipment. All breakers shall be electrically operated, mechanically latched, electrically and mechanically

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trip free connected in a manner to make the mechanism non-pumping.

The circuit breaker shall be quick-make quick-break having mechanism ensuring full contact pressure until the time of opening.

2C.3 Circuit Breaker Control

2C.3.1 Control Power

The rated control voltage of the circuit breaker shall be 125 volts d.c. The circuit breaker operating mechanism shall successfully close the breaker over a range of 90 to 130 volts, and trip the breaker between 70 and 140 volts. These voltages shall be measured at the connection of the control power source to the switchgear control bus.

2C.3.2 Control Devices Mounted On Compartment Door

A close/open breaker control selector switch with red (closed) and green (open) target flags shall be provided to electrically close and open circuit breaker.

Two red (close) and two green (open) indicating lights shall be provided.

One set of indicating lights shall be mounted on the front of the circuit breaker and the other set on the back.

Control selector switches shall be rotary, three position spring return to center position type with black escutcheon plates, solid color handles and styled as follows:

- a. Breaker control - pistol grip, black, spring return to OFF position.
- b. Selector - oval, black.
- c. Lockout - hand reset, oval red.
- d. Disable - pistol grip red.

Each circuit breaker shall have a switch to disable all electrical CLOSE controls. The disable switch shall have two sets of spare electrically separate reversible contacts.

Control selector switches shall be GE, Type SB-1 or the Engineer approved equal.

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20.3.3 Control devices Mounted On Breaker Escutcheon

The following shall be provided on the breaker escutcheon face plate:

- \* Electrically close push button.
- \* Mechanically trip push button.
- \* Breaker open/close indicator.
- \* Breaker connected/test/disconnected position indicator.

20.3.4 Control Modes

Each circuit breaker shall have provisions for LOCAL and REMOTE controls. Devices and wiring shall be provided in the switchgear for remote control and indication in accordance with the contract drawings.

20.3.5 Circuit Breaker Operation

Circuit breaker controls shall be arranged for LOCAL/REMOTE (Device 43L/S) operation as follows:

- a. LOCAL selected: Permits close and open operations of the circuit breaker with its associated breaker control switch; in the CONNECTED and TEST positions. Remote control functions are inhibited but remote indications are available.
- b. REMOTE selected: Permits close and open operations of the circuit breaker from a remote location with the breaker in the CONNECTED and TEST positions. Local close only is inhibited. Local indications are available.
- c. Any breaker can be tripped without regard to switches being in LOCAL, REMOTE OR DISABLE. Each circuit shall be provided with mechanical means for manually closing and tripping the breaker in the connected and test positions. This capability shall be available with the compartment door closed.

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2C.3.6 Annunciator Provisions

Each circuit breaker shall have provisions for indication of the following functions on its respective annunciator.

- a. Trip/close coil open.
- b. Trip circuit control power failure.
- c. Close circuit control power failure.

Auxiliary relays are not acceptable for functions a, b and c above.

2C.3.7 Auxiliary Switch Contacts

Not less than four spare electrically separate sets of reversible auxiliary contacts shall be provided; in addition to those required for the circuit breaker control, indication and annunciation circuits, for use as "a" or "b" contacts.

All auxiliary switch contacts shall be operated by the breaker mechanism in both the CONNECTED and TEST positions. All auxiliary switch contacts used and spare, shall be wired to terminal blocks on the structure through secondary disconnecting device contacts.

2C.3.8 Operations Counter

Each circuit breaker shall be provided with a non-reset operations counter having a minimum of four digits. The counter shall accumulate the duty cycles of the circuit breaker and shall advance on the close to open transition.

2C.3.9 Arc Chute

Each dc circuit breaker shall have an arc chute consisting of arc chambers provided to house the main contacts and confine and direct opening arcs until they are extinguished.

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2C.3.10 Contact Surfaces

The contact surfaces of the of moving and stationary contact members of the main contacts shall be silver non-welding silver alloy or equivalent; which combines high conductivity and necessary arc-resistant properties.

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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

## 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:

**CONTRACT 1% GOAL** 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\\_BQQP.zip](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.

## 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 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

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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.

APPENDIX A1 - DBE GOALS STATEMENT PA-752A-15

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 goal set forth in this Contract.

OR

The Bidder is unable to meet the DBE goal set forth in this Contract, but is committed to a minimum of \_\_\_\_% DBE utilization 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.

It is the present intent of the Bidder to utilize the specific DBE firms identified in Appendix A2 in the performance of the Work under this Contract. If for any reason, one or more of the DBE firms identified in Appendix A2 are unable or unwilling to participate, the Bidder will make good faith efforts to replace the DBE firm with another DBE firm in accordance with the Information For Bidders clause entitled "Disadvantaged Business Enterprise Program (DBE)".

I \_\_\_\_\_ (print name), an officer of \_\_\_\_\_ (company name), certify that I have read the Appendix A1 – DBE Goals Statement and the information contained in it is true. I fully understand that any false statement within this submittal may prevent the company and/or the undersigned from being found to be responsible bidders/proposers in connection with future agreements. In addition, any false statement within this submittal may subject the company and/or the undersigned to criminal charges in the state and federal courts of New York and New Jersey.

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Officer must have ACKNOWLEDGEMENT BY NOTARY PUBLIC completed on the reverse side.

**ACKNOWLEDGEMENT BY NOTARY PUBLIC**

**APPENDIX A1 - DBE GOALS STATEMENT (reverse)**

ACKNOWLEDGEMENT  
of

STATE OF \_\_\_\_\_)

S.S.:

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, before me personally came and appeared \_\_\_\_\_ to be known, who being by me duly sworn, did depose and say that he/she resides at \_\_\_\_\_, that he/she is the \_\_\_\_\_ of \_\_\_\_\_ company, that the seal affixed to said Certification is such corporate seal, that it was so affixed by order of the directors of said corporation, and that he/she signed his/her name thereto by like order.

(Notary's Seal or Stamp)

\_\_\_\_\_  
Notary Public  
My commission expires:

Appendix A2: DBE PARTICIPATION PLAN AND AFFIRMATION STATEMENT PA 3752B/DE 5

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 Principal or Officer of DBE and Name 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.

I \_\_\_\_\_ (print name), an officer of \_\_\_\_\_ (company name), certify that I have read the Appendix A2 – DBE Participation Plan and Affirmation Statement and the information contained in it is true. I fully understand that any false statement within this submittal may prevent the company and/or the undersigned from being found to be responsible bidders/proposers in connection with future agreements. In addition, any false statement within this submittal may subject the company and/or the undersigned to criminal charges in the state and federal courts of New York and New Jersey.

Signature \_\_\_\_\_ Title \_\_\_\_\_ 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.

Officer must have ACKNOWLEDGEMENT BY NOTARY PUBLIC completed on the reverse side.

ACKNOWLEDGEMENT BY NOTARY PUBLIC

APPENDIX A2

DBE PARTICIPATION PLAN AND AFFIRMATION STATEMENT (reverse)

ACKNOWLEDGEMENT

of

STATE OF \_\_\_\_\_ )

S.S.:

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, before me personally came and appeared \_\_\_\_\_ to be known, who being by me duly sworn, did depose and say that he/she resides at \_\_\_\_\_, that he/she is the \_\_\_\_\_ of \_\_\_\_\_ company, that the seal affixed to said Certification is such corporate seal, that it was so affixed by order of the directors of said corporation, and that he/she signed his/her name thereto by like order.

(Notary's Seal or Stamp)

\_\_\_\_\_  
Notary Public

My commission expires:



ACKNOWLEDGEMENT BY NOTARY PUBLIC

APPENDIX A3  
INFORMATION ON SOLICITED FIRMS (reverse)

ACKNOWLEDGEMENT  
of

STATE OF \_\_\_\_\_ )

S.S.:

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, before me personally came and appeared \_\_\_\_\_, who being by me duly sworn, did depose and say that he/she resides at \_\_\_\_\_, that he/she is the \_\_\_\_\_ of \_\_\_\_\_ company, that the seal affixed to said Certification is such corporate seal, that it was so affixed by order of the directors of said corporation, and that he/she signed his/her name thereto by like order.

(Notary's Seal or Stamp)

\_\_\_\_\_  
Notary Public  
My commission expires:

**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

### 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.
-

## 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**

**BUY AMERICA CERTIFICATION (NON- 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 STEEL, IRON, OR  
MANUFACTURED PRODUCTS (NON- ROLLING STOCK)**

*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)*

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 \_\_\_\_\_