CONTRACT NO.

GENERAL PROVISIONS

THIS AGREEMENT (Contract) made_between New Jersey Transit Corporation, a public instrumentality of the State of New Jersey, hereinafter referred to as NJ TRANSIT, having its principal office at One Penn Plaza East, Newark, New Jersey 07105-2246 and Mid-Atlantic Truck Center, Inc. hereinafter referred to as the Contractor, includes four parts namely: a) General Provisions; b) Specifications; c) Exhibits; and d) all addenda issued prior to execution of the Contract.

8/13/2015

1. Goods/Materials/Services to be Provided

The Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by NJ TRANSIT, agrees to do and perform all work and labor required to furnish and deliver all goods, materials or services in conformity with the Specifications included hereinafter.

2. Quantities and Unit Prices

The Contractor agrees that the prices hereinafter set forth are firm for the period of this Contract. The Contractor also agrees that the quantities noted are approximate and subject to increases or decreases at the sole option of NJ TRANSIT. NJ TRANSIT is obligated to pay for only those goods, materials or services and quantities thereof ordered, delivered/provided and accepted in accordance with this Contract.

3. Proper Payments

The Contractor agrees to make timely payment of all proper charges for labor and materials required to provide NJ TRANSIT the aforementioned goods, materials or services.

4. Non-restrictive Clause

Wherever brand names may appear in this Contract, they are included for the purpose of establishing identification and a general description of the item. Wherever such names may appear, the term "or approved equal" is considered to follow. NJ TRANSIT will render the decision on the approved equal at its sole discretion.

5. Payment

NJ TRANSIT agrees, subject to the availability of funds, to pay the Contractor upon submission of proper invoices for the quantities of goods, materials or services ordered, delivered and accepted by NJ TRANSIT, in accordance with the prices set forth in Exhibit 1 of this Contract.

NJ TRANSIT shall order goods, materials or services by use of a NJ TRANSIT Purchase Order referencing this Contract, and such Purchase Order shall be the only authorization the Contractor shall use to deliver goods, materials or services and invoice NJ TRANSIT.

6. Release of Claims

It is agreed that the Contractor's acceptance of final payment from NJ TRANSIT shall release in full all claims against NJ TRANSIT or any of its employees under this Contract.

7. **Assignment**

The Contractor shall not assign this Contract without the prior written consent of NJ TRANSIT, which consent may be withheld at NJ TRANSIT's sole discretion.

8. **Subcontracting**

The Contractor shall not subcontract any portion of this Contract without the prior written consent of NJ TRANSIT, which consent may be withheld at NJ TRANSIT's sole discretion. Utilization of independent delivery services and other similar activities are acceptable.

9. **Taxes and Applicable Laws**

The Contractor agrees that any taxes to be paid as a result of this Contract will be paid by the Contractor and that NJ TRANSIT's obligation is limited to payment for the goods, materials or services in accordance with the unit prices stated herein. As a public agency, NJ TRANSIT is exempt from State use & sales taxes and Federal Excise Taxes. They must not be included in the Contractor's price quotations or invoices. The State of New Jersey's Federal Excise Tax Exemption Number is 22-75-0050K and the State of New Jersey's State Excise Tax Exemption Number is 21-60000928.

The Contractor shall comply with applicable laws, regulations, ordinances, and codes of the United States, the State of New Jersey and local governments within the State. If NJ TRANSIT determines that the Contractor has violated or failed to comply with applicable federal, state or local laws with respect to its performance under this Contract, NJ TRANSIT may withhold payments for such performance and take such other actions that it deems appropriate under the circumstances until compliance or remedial action has been accomplished by the Contractor to the satisfaction of NJ TRANSIT. This Contract shall be governed by and construed in accordance with the laws of the State of New Jersey.

10. **Succession**

This Contract is to be binding upon NJ TRANSIT, its successor or successors, and upon the Contractor, its successor or successors.

11. **Changes**

Any change in this Contract proposed by the Contractor shall be submitted to NJ TRANSIT for its prior approval, and, if approved, NJ TRANSIT will make the change by a Contract modification. Oral change orders are not permitted. The Contractor shall be liable for all costs resulting from and/or for satisfactorily correcting any change not proven ordered by written modification to the Contract signed by the Contracting Officer.

NJ TRANSIT may, at any time, by a written order, and without notice to the sureties, make changes, within the general scope of this Contract. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the Contract price or delivery schedule, or both, and the Contract shall be modified in writing accordingly.

Within 5 working days after receipt of the proposed written change order, the Contractor shall provide the Contracting Officer a detailed price and schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiations between the Contractor and the Contracting

Officer. At that time, a modification shall be executed in writing by both parties. Disagreements that cannot be resolved through negotiations shall be resolved in accordance with Section 18, "Disputes". Regardless of any disputes, the Contractor shall proceed with the work ordered.

If price adjustment is indicated either upward or downward, it shall be negotiated between NJ TRANSIT and the Contractor for changes that are mandated as a result of legislation or regulation that are promulgated and become effective between the date of bid opening and the date of performance. NJ TRANSIT may audit such price adjustment.

12. **Delays**

If performance under the Contract should be unavoidably delayed, the Contracting Officer shall extend the time for completion of the Contract for the determined number of days of such delay. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during the Contractor's performance, was not caused directly or substantially by acts, omissions, negligence, or mistakes of the Contractor, the Contractor's suppliers, or their agents, was substantial and in fact caused the Contractor to miss delivery dates, and could not adequately have been guarded against by contractual or legal means.

The Contractor shall notify the Contracting Officer as soon as the Contractor has, or should have, knowledge that an event has occurred which will delay performance. Within 5 days, the Contractor shall confirm such notice in writing furnishing as much detail as is available. Failure of the Contractor to so notify the Contracting Officer shall result in a waiver of any rights that the Contractor may have for an extension of time under this Contract.

The Contractor agrees to supply, as soon as such data are available, any reasonable proof that is required by the Contracting Officer to make a decision on any request for extension. The Contracting Officer shall examine the request and any documents supplied by the Contractor and shall determine if the Contractor is entitled to an extension and the duration of such extension. The Contracting Officer shall notify the Contractor of his decision in writing.

It is expressly understood and agreed that the Contractor shall not be entitled to damages or compensation, and shall not be reimbursed for losses on account of delays, resulting from any cause under this provision.

13. **Labor Disputes**

Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Contractor shall immediately give notice thereof, including all relevant information to NJ TRANSIT.

14. **Indemnification**

The Contractor agrees to defend, indemnify, protect and save harmless the United States Department of Transportation, the State of New Jersey, New Jersey Transit Corporation, its subsidiaries, and their agents, servants, directors, officers, and employees from and against any and all suits, claims, demands or damages of whatsoever kind or nature arising out of or related to the performance of this Contract by the Contractor or its directors, officers, agents, servants, or employees including but not limited to expenditures for and costs of investigations, hiring of expert witnesses, court costs, counsel fees, settlements, judgments or otherwise; provided, however, that the obligations of the Contractor hereunder shall not apply when the fault or negligence of an agent or employee of NJ TRANSIT is the

sole cause. NJ TRANSIT shall, as soon as practicable, after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If the suit is brought against NJ TRANSIT, NJ TRANSIT shall immediately forward to the Contractor every demand, complaint, notice, summons, pleading, or other process received by NJ TRANSIT or its representatives.

In the defense of any such claims, demands, suits, actions and proceedings, the Contractor shall not raise or introduce, without the express written permission in advance of the Attorney General of the State of New Jersey, any defense involving in any way the immunity of NJ TRANSIT or the State of New Jersey, the jurisdiction of the tribunal over NJ TRANSIT or the State of New Jersey, or the provisions of any statute respecting suits against NJ TRANSIT or the State of New Jersey.

15. **Environmental Indemnity Clause**

The Contractor shall conduct all activities in compliance with all applicable federal, state and local laws, rules and regulations designed to prevent or control the discharge of substances into the land, water and air and to protect individual health and safety. The Contractor will indemnify, hold harmless and defend NJ TRANSIT, the State of New Jersey, their directors, officers, employees, agents and assigns from and against any and all suits, actions, proceedings, costs, fines, penalties and claims arising from or alleged to have arisen from its violation of any such environmental, health or safety laws, rules or regulations whenever such suits, actions, claims or proceedings shall be commenced, or whenever such costs are accrued, except for any violations, if any, at the NJ TRANSIT facility existing prior to the Contractor's activities. The Contractor shall take reasonable and necessary precautions to prevent the discharge of hazardous substances, including asbestos and petroleum products, onto NJ TRANSIT property or into the environment, including the air. Failure to comply will be considered grounds for default, and NJ TRANSIT may cancel the contract in accordance with Section 17, "Termination for Default". The indemnification obligations hereunder shall survive the completion or termination of this Contract.

16. **Termination for Convenience**

NJ TRANSIT may terminate the Contractor's performance in accordance with this clause in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of NJ TRANSIT. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work is terminated, and the date upon which such termination becomes effective.

After receipt of a notice of termination, and except as otherwise directed by the Contracting Officer, the Contractor shall: stop work under the Contract on the date and to the extent specified in the notice of termination; take no further action except as may be necessary for completion of such portion of the work under the Contract as is not terminated; and terminate all orders and/or subcontracts to the extent that they relate to the performance of work terminated by the notice of termination. If NJ TRANSIT acts under this section of the Contract, the Contractor shall be paid for all work completed up to the time of termination, all materials ordered for the project up to the time of termination (unless such orders can be canceled), and all reasonable costs to remove its plant, equipment, labor and materials from the project site. Any materials paid for by NJ TRANSIT shall become the property of NJ TRANSIT. NJ TRANSIT may require the Contractor to perform work to relocate materials, clean up the work site and make the work site safe. NJ TRANSIT shall pay for the costs of such work. All costs incurred after the date of termination must be reasonable and documented. NJ TRANSIT reserves the right to audit such costs, and not to pay costs which could have been avoided or are unreasonable. Settlement of claims by the Contractor under this clause shall be in accordance with the provisions set forth in Exhibit 9.

17. Termination for Default

NJ TRANSIT may, by written notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor fails to make delivery of the goods or materials or to perform the services within the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other provisions of the Contract, so as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

If the Contract is terminated in whole or in part for default, NJ TRANSIT may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, items similar to those so terminated. The Contractor shall be liable to NJ TRANSIT for any excess costs for such similar goods, materials or services and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

Except for the default of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the goods, materials or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or the default was excusable under provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 16, "Termination for Convenience".

The rights and remedies of NJ TRANSIT provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

18. 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 the Contracting Officer. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Contracting Officer. 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 Contracting Officer shall be binding upon the Contractor and the Contractor shall abide by the decision. The New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., shall govern any action which may be brought by the Contractor as a result of NJ TRANSIT's decision.

19. NJ TRANSIT Representatives

The individuals authorized by NJ TRANSIT to order goods, materials or services in the Specification and to act for NJ TRANSIT are the Contracting Officer, and his designee.

The Chief of Procurement and Support Services, NJ TRANSIT, or his designee, shall be the Contracting Officer.

20. **Contractor Representatives**

The individual(s) authorized by the Contractor to act on its behalf are:

Name _____
Title _____
Address _____
_____
Phone _____

21. **Communications**

Communications shall be in writing and shall be sent personally, or by telex, telegram, or by regular, registered, or certified mail addressed to the representatives of NJ TRANSIT and of the Contractor designated to receive such communications. Telephone calls may be used to expedite communications but shall not be official communications unless confirmed in writing.

Communications shall be considered received at the time actually received by the addressee or designated agent.

22. **Equal Employment Opportunity**

The provisions of N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 et seq. (P.L. 1975, c.127) as amended and supplemented and the rules and regulations promulgated pursuant thereunto, and the provisions set forth in Exhibit 7 are hereby made a part of this Contract.

In the hiring of person for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies of services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of $50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

Non-Discrimination on the Basis of Handicap: The Contractor shall ensure that all fixed facility

construction or alteration and all new equipment included in the project shall comply with Department of Transportation regulations, "Non-discrimination on the Basis of Handicap in Programs and Activities, Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27, and FTA Regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609, and any amendments thereof that may be issued.

23. **Equal Opportunity For Individuals with Disabilities**

The Contractor and NJ TRANSIT agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated thereto, are made a part of this Contract. In providing any aid, benefit, or service on behalf of NJ TRANSIT pursuant to this Contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this Contract; the Contractor shall defend NJ TRANSIT and the State of New Jersey in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless NJ TRANSIT and the State, their agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. If any action or administrative proceeding results in an award of damages against NJ TRANSIT or the State or if NJ TRANSIT or the State incur any expense to cure a violation of the ADA, the Contractor shall satisfy and discharge the same at its own expense.

NJ TRANSIT shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against NJ TRANSIT or any of its agents, servants, and employees, NJ TRANSIT shall expeditiously forward to the Contractor every demand, complaint, notice, summons, pleading or other process received by it or its representatives.

It is expressly agreed and understood that any approval by NJ TRANSIT of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless NJ TRANSIT pursuant to this paragraph.

The Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this Contract, nor shall they be construed to relieve the Contractor from any liability, nor preclude NJ TRANSIT from taking any other actions available to it under any other provisions of this Contract or otherwise at law.

24. **Utilization of Disadvantaged Business Enterprises**

In connection with the performance of this Contract, the Contractor shall cooperate with NJ TRANSIT in meeting its commitments and goals with regard to the maximum utilization of disadvantaged business enterprises and will use its best efforts to insure that disadvantaged business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Contract.

The term "disadvantaged business enterprise," means a business enterprise that is owned and controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise

from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons would include, but not be limited to, Blacks (not of Hispanic origin); Hispanics; Asians or Pacific Islanders; American Indians or Alaskan Natives; and women, regardless of race or ethnicity.

The Contractor shall fully comply with the requirements and provisions set forth in the New Jersey Transit Corporation DBE Requirements for Procurement Activities, annexed hereto and made a part hereof.

25. **Restriction of Gifts**

The Contractor, its officers, representatives, agents, Subcontractors and employees agree not to give any present nor make any gift of money or any other gift or gratuity in any form whatsoever to any director, officer, or employee of NJ TRANSIT, his or her relatives or agents.

26. **Covenant Against Contingent Fees**

The Contractor warrants, in accordance with Exhibit 3, that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty NJ TRANSIT shall have the right to annul this Contract without liability or at its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

27. **Audit, Inspection and Record Retention**

The Contractor shall retain all records, data, documents, reports, and materials relating to the Contract and contract work and shall permit authorized representatives of NJ TRANSIT, the Comptroller General of the United States, the U.S. Department of Transportation and the State of New Jersey and the Office of the State Comptroller, upon request, to inspect, audit and photocopy all project work, materials, payroll, and all data and records of the Contractor relating to products, transactions or services provided under its performance and its subcontracts under this Contract from the date of the Contract and for five (5) years after completion of the Contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that it shall retain all contract records and that NJ TRANSIT, the Comptroller General of the United States, the U.S. Department of Transportation and the State of New Jersey or any of their duly authorized representatives shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontractor. The term "subcontractor" as used in this clause excludes (1) purchase orders not exceeding $10,000 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

> Pursuant to N.J.S.A. 52:15C-14(d) the Contractor, and all subcontractors and suppliers shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of State Comptroller upon request.

The periods of access and examination described above, for records which relate to (1) appeals

under the "Disputes" clause of the Contract, (2) litigation or the settlement of claims arising out of the performance of this Contract, or (3) costs and expenses of this Contract as to which exception has been taken by NJ TRANSIT, the Comptroller General of the United States, the U.S. Department of Transportation or the State of New Jersey or any of their duly authorized representatives, shall continue until such appeals, litigation, claims, or exceptions have been disposed of.

In addition to the audit and inspection rights set forth in this contract, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.) is authorized –

(1) to examine any records of the Contractor or any of its Subcontractors, that pertain to, and involve transactions relating to, the contract or subcontracts; and

(2) to interview any officer or employee of the Contractor or any of its subcontractors regarding such transactions

28. **Interest of Members of Congress**

No member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising there- from.

29. **Prohibited Interest**

No director, officer, or employee of NJ TRANSIT or its subsidiaries shall have any interest, direct or indirect, in this Contract or the proceeds thereof. No former director, officer or employee of NJ TRANSIT or its subsidiaries who, during his tenure, had a direct, personal involvement with matters that are closely related to this Contract, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

30. **Insurance**

The Contractor shall maintain the following levels of insurance:

Comprehensive General Liability	$5,000,000 per occurrence for bodily injury and property damage.
Comprehensive Automobile damage Liability	$5,000,000 per occurrence for bodily injury and property
Workers Compensation	As required by law.

Prior to execution of this Contract by NJ TRANSIT and before commencing any performance here under, the Contractor shall provide NJ TRANSIT with the required proof(s) of insurance naming NJ TRANSIT as an additional insured party. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of NJ TRANSIT in such insurance shall not be effective for less than thirty (30) days after written notice thereof to NJ TRANSIT.

31. **Business Registration Notice**

In accordance with N.J.S.A. 52:32-44, all New Jersey and out of State business organizations must obtain a Business Registration Certificate (BRC) from the Department of Treasury, Division of Revenue, prior to conducting business with NJ TRANSIT.

The Contractor shall provide written notice to all subcontractors that they are required to submit a copy of their Business Registration Certificate to the Contractor who shall forward them to NJ TRANSIT. The Contractor shall maintain a list of the names of any subcontractors and their current addresses, updated as necessary during the course of the contract performance. The Contractor shall submit a complete and accurate list to NJ TRANSIT before final payment is made for goods or services rendered under the Contract.

The Contactor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act", P.L. 1966, c, 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State.

32. **Out-of-State Corporations**

If the Contractor is a corporation organized under laws of a state other than New Jersey, the Contractor shall have a certificate of authority to do business in New Jersey in accordance with N.J.S.A. 14A:13-3. In addition, pursuant to N.J.S.A. 14A: 4-1 et seq., the Contractor shall maintain a registered agent having a business office in New Jersey and shall file with the Secretary of State the name of said agent and address of said office and provide a copy thereof to NJ TRANSIT.

Inquiries should be directed to:

State of New Jersey
Department of State
Division of Commercial Recording
CN-308
Trenton, NJ 08625
www.state.nj.us/njbgs

33. **NJ TRANSIT Code of Ethics**

a) No vendor may employ any NJ TRANSIT officer or employee in the business of the vendor or in professional activity in which the vendor is involved with the NJ TRANSIT officer or employee.

No vendor may offer or provide any interest, financial or otherwise, direct or indirect, to any NJ TRANSIT officer or employee, in the business of the vendor or professional activity in which the vendor is involved with the NJ TRANSIT officer or employee. No vendor may cause or influence, or attempt to cause or influence, any NJ TRANSIT officer or employee in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of that NJ TRANSIT officer or employee.

No vendor may cause or influence, or attempt to cause or influence, any NJ TRANSIT officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.

No vendor may offer any NJ TRANSIT officer or employee any gift, favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the recipient in the discharge of his or her official duties. In addition, employees or officers of NJ TRANSIT will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events, or any other item which would be construed as having more than nominal value.

NOTE: NJ TRANSIT employees and officers may accept food or refreshments of relatively low monetary value provided during the course of a meeting, conference or other occasion where the employee is properly in attendance (for example, coffee, tea, danish or soda served during a conference break). Acceptance of unsolicited advertising or promotional materials of nominal value (such as inexpensive pens, pencils, or calendars) is also permitted.

2) In accordance with N.J.A.C. 16: 72-4.1, the Contractor may be suspended and/or debarred if the Contractor:

1. Makes any offer or agreement to pay or to make payment of, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any NJ TRANSIT Board member, officer, or employee or to any member of the immediate family of such Board member, officer, or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such Board member, officer, or employee has an interest within the meaning of N.J.S.A. 52:13D-13g;

2. Fails to report to the Attorney General and to the Executive Commission on Ethical Standards in writing forthwith the solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any NJ TRANSIT Board member, officer, or employee;

3. Undertakes, directly or indirectly, any private business, commercial, or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sale, directly or indirectly of any interest in such Contractor to, any NJ TRANSIT Board member, officer, or employee having any duties or responsibilities in connection with the purchase, acquisition, or sale of any property or services by or to NJ TRANSIT, or with any person, firm, or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationship subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the NJ TRANSIT Board member, officer, or employee upon a finding that the present or proposed relationship does not present the potential, actuality, or appearance of a conflict of interest;

4. Influences or attempts to influence or causes to be influenced, any NJ TRANSIT Board member, officer, or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of such Board member, officer, or employee; or

5. Causes or influences or attempts to cause or influence, any NJ TRANSIT Board member,

officer, or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the Contractor or any other person.

34. **Air Pollution**

The Contractor and its suppliers must comply with all governing air pollution criteria required by The Federal Transit Administration.

35. **Buy America**

Pursuant to Section 165 of the Surface Transportation Assistance Act of 1982 (P.L. 97-424) and the regulations found at 49 CFR Part 661, the Contractor agrees that all steel, iron and manufactured products purchased or used as a result of this Contract must be of domestic manufacture or origin unless a waiver of these provisions is granted by the FTA.

There are four exemptions to this otherwise universal mandate:

1. That their application would be inconsistent with the public interest;

2. That such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;

3. In the case of the procurement of bus and other rolling stock (including train control, communication and traction power equipment) under the Federal Transit Act of 1964, that (A) the cost of components and subcomponents which are produced in the United States is more than 60 percent of the cost of all components of the vehicle or equipment described in this paragraph, and (B) final assembly of the vehicle or equipment described in this paragraph has taken place in the United States;

4. That inclusion of domestic material will increase the cost of the overall project/contract by more than 25 percent.

36. **Fly America Requirements**

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 recipients and sub recipients of Federal funds and 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.

37. **Cargo Preference-Use of U.S. Flag Vessel**

The Contractor agrees:

1. To utilize privately owned United States - flag commercial vessels to ship at least fifty (50)

percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to 46 CFR Part 381, to the extent such vessels are available at fair and reasonable rates for United States - flag commercial vessels.

2. To furnish within 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 shipment 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 Recipient (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, D.C. 20230, marked with appropriate identification of the Project.

3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

38. **Clean Water And Clean Air Acts**

If this Contract shall be in an amount greater than $100,000, the Contractor shall comply with section 306 of the Clean Air Act (42 USC 1857(h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, Environmental Protection Agency Regulations (40 CFR Part 15), and any other applicable standard, order or requirement issued pursuant to Federal statute or regulation. The Contractor shall report violations to NJ TRANSIT, FTA and to the USEPA Assistant Administrator for Enforcement.

39. **Energy Conservation**

The Contractor shall comply with the mandatory energy efficiency standards and policies contained in the State of New Jersey Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act. (42 USC 6321 et. seq.).

40. **Ineligible Contractors**

The Contractor certifies that it is not listed on the "Record of Suspensions, Debarments and Disqualifications" published by the N.J. State Treasury in accordance with New Jersey Executive Order No. 34 (Exhibit 5).

41. **Title VI Compliance**

During the performance of this contract, the Contractor, for itself, its subcontractors, its assignees and successors in interest agrees to comply with all requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d and U.S. DOT Regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act", 49 C.F.R. Part 21.

42. **Contract Cost Principles and Procedures**

Part 31 of the Federal Acquisition Regulations entitled "Contract Cost Principles and Procedures" is incorporated by reference in this Contract.

43. Certification of Debarment and Suspension

During the performance of this Contract, the Contractor and its subcontractors must be in compliance with the U.S. Department of Transportation regulations, "Government wide Debarment and Suspension (Nonprocurement) and Government wide Requirements for Drug-Free Workplace (Grants)", 49 C.F. R. Part 29, and the FTA Master Agreement, as described in Exhibit 4.The Contractor is solely responsible for ensuring compliance by all its subcontractors. Contractor will immediately notify NJ TRANSIT of any changes with regard to its own or its subcontractors' status. Certification must be received prior to contract award. Contractor will be responsible at its own expense for providing conforming subcontractors, even if substitutions of proposed subcontractors are required. Failure of the Contractor to fully comply with these requirements will be grounds for NJ TRANSIT to terminate the contract for cause and for it to avail itself of any and all other remedies against the Contractor. Certification forms are to be mailed to the Contracting Officer, NJ TRANSIT Procurement Dept., 6th Floor, One Penn Plaza East, Newark, New Jersey 07105-2246.

44. Limitations on Lobbying

The Contractor and its subcontractors shall comply with 31 USC 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions."

A. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan or cooperative agreement to pay 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 any of the following covered Federal actions: 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.

B. Any Contractor and any subcontractor at any tier who requests or receives a Federally-assisted contract or subcontract in excess of $100,000 from NJ TRANSIT shall file with NJ TRANSIT the certification attached to this Agreement and entitled "Certification for Contracts, Grants, Loans and Cooperative Agreements", that the Contractor or subcontractor, as applicable, has not made, and will not make, any payment prohibited by paragraph (A) of this Article.

C. Any Contractor and any subcontractor who has made or has agreed to make any payment using nonappropriated funds (to included profits from any covered Federal action) which would be prohibited under paragraph (A) of this Article if paid for with appropriated funds, shall file with NJ TRANSIT a disclosure form entitled "Disclosure of Lobbying Activities", which is available from NJ TRANSIT.

D. Any certification or disclosure form filed under paragraphs (B) and □ of this Article shall be forwarded from tier to tier until received by NJ TRANSIT. Any certification or disclosure form shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded.

E. The prohibition on the use of appropriated funds does not apply in the case of a payment of reasonable compensation to an officer or employee of a Contractor or subcontractor if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

F. The prohibition on the use of appropriated funds does not apply in the case of any reasonable payment to an officer or employee of a Contractor or subcontractor or to a person, other than an officer or employee of a Contractor or subcontractor, if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal or application for a Federal contract, grant, loan or cooperative agreement.

45. **Labor Provisions**

1. Nonconstruction Contracts

The following requirements are applicable to any Contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 C.F.R. Paragraph 5.1. The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the FTA, the U.S. DOT, or the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

a. Overtime Requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.

b. Violation: Liability For Unpaid Wages: Liquidated Damages. In the event of any violation of the requirements of 29 C.F.R. Paragraph 5.5(b)(1), the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a Territory, to such district or to such Territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of 29 C.F.R. Paragraph 5.5(b)(1) in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by 29 C.F.R. Paragraph 5.5(b)(1).

c. Withholding For Unpaid Wages And Liquidated Damages. The FTA or NJ TRANSIT shall upon its own action or upon written request of any authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth at 29 C.F.R. Paragraph 5.5(b)(2).

2. Nonconstruction Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in Section 42, "Labor Provisions for Nonconstruction Contracts" 1(a) through 1 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Section 42.

46. New Jersey Prevailing Wage Act

The Contractor and each Subcontractor shall comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq., and this Act is hereby made a part of this Contract. All workers shall be paid not less than the prevailing wage rate as designated by the Commissioner of Labor and Industry or the Commissioner's duly authorized deputy or representative.

In the event it is found that any worker has been paid a rate of wages less than the prevailing wage required to be paid by this Contract, the Contracting Officer may terminate the Contractor's or Subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages, and take such action the Contracting Officer deems necessary, including prosecuting the work to completion to the account of the Contractor.

NJ TRANSIT shall furnish as part of the Contract a copy of the prevailing minimum wage rates which shall be paid to the workers employed in the performance of the Contract.

Nothing contained in the Prevailing Wage Act shall prohibit the payment of more than the prevailing wage rate to any worker employed on the project.

The Contractor and each Subcontractor performing work for NJ TRANSIT who is subject to the provisions of the Prevailing Wage Act shall post the prevailing wage rates for each craft and classification involved, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work or at such place or places as are used by them to pay workers their wages.

The bidder's signature on the proposal is its guarantee that neither it nor any Subcontractor it intends to contract with is currently listed by or on record with the Commissioner of Labor and Industry as one who failed to pay the prevailing wages according to the Prevailing Wage Act.

The Contractor and all of its Subcontractors performing work at the site must prepare their bids as to labor costs in accordance with the prevailing wage (valid for the date the bids are to be submitted) for the geographical area of the project site.

47. Incorporation of Federal Transit Administration (FTA) Terms

This contract is funded in whole or in part by the United States Government and is subject to all Federal laws and regulations governing Federally financed projects. The Contractor acknowledges that Federal requirements may change and the changed requirements will apply to the project as required, unless the Federal Government determines otherwise.

All Contractual provisions required by DOT, as set forth in FTA circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. 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 Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any NJ TRANSIT requests which would cause NJ TRANSIT to be in violation of the FTA Terms and conditions.

48. **Exclusionary or Discriminatory Specifications**

Except where otherwise required by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 USC □ 5323(h)(2) by refraining from using exclusionary or discriminatory specifications in the performance of the work.

49. **No Federal Government Obligations to third parties**

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to the Contractor in connection with the performance of the Project. Notwithstanding any concurrence provided by the Federal Government in or approval of the Contract, the Federal Government continues to have no obligations or liabilities to the Contractor.

50. **False or Fraudulent Statements and Claims**

The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 USC □ 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the Project. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes 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, as amended, on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 USC □ 5307, the Government reserves the right to impose on the Contractor the penalties of 18 USC □ 1001 and 49 USC □ 5307(n)(1), to the extent the Federal Government deems appropriate.

51. **Prevention of Drug and Alcohol Abuse in Transit**

If the Contractor is supporting NJ TRANSIT Bus Operations equipment maintenance, including engine, revenue vehicle, and parts rebuilding and overhaul, it shall establish and implement a drug and alcohol misuse prevention program in compliance with 49 CFR parts 653 and 654.

The Contractor shall certify its compliance by completing Exhibit 12, Prevention of Drug and Alcohol Abuse in Transit Operations Certification.

52. **Incorporation of American Recovery and Reinvestment Act of 2009, P.L. 111-5**

This article contains the statutory provisions of Section 1553 of the American Recovery and Reinvestment Act of 2009, P.L. 111-5, ("ARRA") prohibiting non-Federal employers receiving covered funds from taking actions against employees in reprisal for whistle blowing. The Contractor shall pursuant to section (e) post notice of employee rights and remedies for whistleblower protections provided under section 1553 and shall include the substance of this clause in all subcontracts.

(a) Prohibition of Reprisals. An employee of any non-Federal employer receiving covered funds may not

be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a federal agency, or their representatives, information that the employee reasonably believes is evidence of

(1) gross mismanagement of an agency contract or grant relating to covered funds;

(2) a gross waste of covered funds;

(3) a substantial and specific danger to public health or safety related to the implementation or use of covered funds;

(4) an abuse of authority related to the implementation or use of covered funds; or

(5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

(b) Investigation of Complaints.

(1) In General. A person who believes that the person has been subjected to a reprisal prohibited by subsection (a) may submit a complaint regarding the reprisal to the appropriate inspector general. Except as provided under paragraph (3), unless the inspector general determines that the complaint is frivolous, does not relate to covered funds, or another Federal or State judicial or administrative proceeding has previously been invoked to resolve such complaint, the inspector general shall investigate the complaint and, upon completion of such investigation, submit a report of the findings of the investigation to the person, the person's employer, the head of the appropriate agency, and the Board.

(2) Time Limitations for Actions.

(A) In General. Except as provided under subparagraph (B), the inspector general shall, not later than 180 days after receiving a complaint under paragraph (1)

(i) make a determination that the complaint is frivolous, does not relate to covered funds, or another Federal or State judicial or administrative proceeding has previously been invoked to resolve such complaint; or

(ii) submit a report under paragraph (1).

(B) Extensions.

(i) Voluntary Extension Agreed to Between Inspector General and Complaintant. If the inspector general is unable to complete an investigation under this section in time to submit a report within the 180-day period specified under subparagraph (A) and the person submitting the complaint agrees to an extension of time, the inspector general shall submit a report under paragraph (1) within such additional period of time as shall be agreed upon between the inspector general and the person submitting the complaint.

(ii) Extension Granted by Inspector General If the inspector general is unable to complete an investigation under this section in time to submit a report within the 180-day period specified under subparagraph (A), the inspector general may extend the period for not more than 180 days without agreeing with the person submitting the complaint to such extension, provided that the inspector general provides a written explanation (subject to the authority to exclude information under paragraph (4)(C)) for the decision, which shall be provided to both the person submitting the complaint and the non-Federal employer.

(iii) Semi-Annual Report on Extensions inspector general shall include in semi-annual reports to Congress a list of those investigations for which the inspector general received an extension.

(3) Discretion Not To Investigate Complaints.

(A) In General. The inspector general may decide not to conduct or continue an investigation under this section upon providing to the person submitting the complaint and the non-Federal employer a written explanation (subject to the authority to exclude information under paragraph (4)(C)) for such decision.

(B) Assumption of rights to civil remedy. Upon receipt of an explanation of a decision not to conduct

or continue an investigation under subparagraph (A), the person submitting a complaint shall immediately assume the right to a civil remedy under subsection (c)(3) as if the 210-day period specified under such subsection has already passed.

(C) Semi-Annual Report. The inspector general shall include in semi-annual reports to Congress a list of those investigations the inspector general decided not to conduct or continue under this paragraph.

(4) Access to Investigative File of Inspector General.

(A) In General. The person alleging a reprisal under this section shall have access to the investigation file of H. R. 1 185 the appropriate inspector general in accordance with section 552a of title 5, United States Code (commonly referred to as the "Privacy Act"). The investigation of the inspector general shall be deemed closed for purposes of disclosure under such section when an employee files an appeal to an agency head or a court of competent jurisdiction.

(B) Civil Action. In the event the person alleging the reprisal brings suit under subsection (c)(3), the person alleging the reprisal and the non-Federal employer shall have access to the investigative file of the inspector general in accordance with the Privacy Act.

(C) Exception. The inspector general may exclude from disclosure

(i) information protected from disclosure by a provision of law; and

(ii) any additional information the inspector general determines disclosure of which would impede a continuing investigation, provided that such information is disclosed once such disclosure would no longer impede such investigation, unless the inspector general determines that disclosure of law enforcement techniques, procedures, or information could reasonably be expected to risk circumvention of the law or disclose the identity of a confidential source.

(5) Privacy of Information. An inspector general investigating an alleged reprisal under this section may not respond to any inquiry or disclose any information from or about any person alleging such reprisal, except in accordance with the provisions of section 552a of title 5, United States Code, or as required by any other applicable Federal law.

(c) Remedy and Enforcement Authority.

(1) Burden of Proof.

(A) Disclosure as Contributing Factor in Reprisal.

(i) In General. A person alleging a reprisal under this section shall be deemed to have affirmatively established the occurrence of the reprisal if the person demonstrates that a disclosure described in subsection (a) was a contributing factor in the reprisal.

(ii) Use Of Circumstantial Evidence. A disclosure may be demonstrated as a contributing factor in a reprisal for purposes of this paragraph by circumstantial evidence, including

(I) evidence that the official undertaking the reprisal knew of the disclosure; or

(II) evidence that the reprisal occurred within a period of time after the disclosure such that a reasonable person could conclude that the disclosure was a contributing factor in the reprisal.

(B) Opportunity for Rebuttal. The head of an agency may not find the occurrence of a reprisal with respect to a reprisal that is affirmatively established under subparagraph (A) if the non-Federal employer demonstrates by clear and convincing evidence that the non-Federal employer would have taken the action constituting the reprisal in the absence of the disclosure.

(2) Agency action. Not later than 30 days after receiving an inspector general report under subsection (b), the head of the agency concerned shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the complainant to a reprisal prohibited by subsection (a) and shall either issue an order denying relief in whole or in part or shall take 1 or more of the following actions:

(A) Order the employer to take affirmative action to abate the reprisal.

(B) Order the employer to reinstate the person to the position that the person held before the reprisal, together with the compensation (including back pay), compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.

(C) Order the employer to pay the complainant an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the complainant for, or in connection with, bringing the complaint regarding the reprisal, as determined by the head of the agency or a court of competent jurisdiction.

(3) Civil Action. If the head of an agency issues an order denying relief in whole or in part under paragraph (1), has not issued an order within 210 days after the submission of a complaint under subsection (b), or in the case of an extension of time under subsection (b)(2)(B)(i), within 30 days after the expiration of the extension of time, or decides under subsection (b)(3) not to investigate or to discontinue an investigation, and there is no showing that such delay or decision is due to the bad faith of the complainant, the complainant shall be deemed to have exhausted all administrative remedies with respect to the complaint, and the complainant may bring a de novo action at law or equity against the employer to seek compensatory damages and other relief available under this section in the appropriate district court of the United States, which shall have jurisdiction over such an action without regard to the amount in controversy. Such an action shall, at the request of either party to the action, be tried by the court with a jury.

(4) Judicial Enforcement of Order. Whenever a person fails to comply with an order issued under paragraph (2), the head of the agency shall file an action for enforcement of such order in the United States district court for a district in which the reprisal was found to have occurred. In any action brought under this paragraph, the court may grant appropriate relief, including injunctive relief, compensatory and exemplary damages, and attorneys fees and costs.

(5) Judicial Review. Any person adversely affected or aggrieved by an order issued under paragraph (2) may obtain review of the order's conformance with this subsection, and any regulations issued to carry out this section, in the United States court of appeals for a circuit in which the reprisal is alleged in the order to have occurred. No petition seeking such review may be filed more than 60 days after issuance of the order by the head of the agency. Review shall conform to chapter 7 of title 5, United States Code.

(d) Nonenforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration of Disputes.

(1) Waiver of Rights and Remedies. Except as provided under paragraph (3), the rights and remedies provided for in this section may not be waived by any agreement, policy, form, or condition of employment, including by any predispute arbitration agreement.

(2) Predispute Arbitration Agreements. Except as provided under paragraph (3), no predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising under this section.

(3) Exception for Collective Bargaining Agreements.

Notwithstanding paragraphs (1) and (2), an arbitration provision in a collective bargaining agreement shall be enforceable as to disputes arising under the collective bargaining agreement.

(e) Requirement to Post Notice of Rights and remedies.

Any employer receiving covered funds shall post notice of the rights and remedies provided under this section.

(f) Rules of Construction.

(1) No Implied Authority to Retaliate For Non-Protected

Disclosures. Nothing in this section may be construed to authorize the discharge of, demotion of, or discrimination against an employee for a disclosure other than a disclosure protected by subsection (a) or to modify or derogate from a right or remedy otherwise available to the employee.

(2) Relationship to State Laws. Nothing in this section may be construed to preempt, preclude, or limit the protections provided for public or private employees under State whistleblower laws.

(g) Definitions. In this section:

(1) Abuse of Authority. The term ''abuse of authority'' means an arbitrary and capricious exercise of authority by a contracting official or employee that adversely affects the rights of any person, or that results in personal gain or advantage to the official or employee or to preferred other persons.

(2) Covered Funds. The term ''covered funds'' means any contract, grant, or other payment received by any non-Federal employer if

(A) the Federal Government provides any portion of the money or property that is provided, requested, or demanded; and

(B) at least some of the funds are appropriated or otherwise made available by this Act.

(3) Employee. The term ''employee''

(A) except as provided under subparagraph (B), means an individual performing services on behalf of an employer; and

(B) does not include any Federal employee or member of the uniformed services (as that term is defined in section 101(a)(5) of title 10, United States Code).

(4) Non-Federal Employer. The term ''non-Federal employer''

(A) means any employer

(i) with respect to covered funds (I) the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor, subcontractor, grantee, or recipient is an employer; and (II) any professional membership organization, certification or other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or (ii) with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor of the State or local government; and

(B) does not mean any department, agency, or other entity of the Federal Government.

(5) State or Local Government. The term ''State or local government'' means

(A) the government of each of the several States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the Virgin Islands, the Commonwealth of the Northern Mariana Islands, or any other territory or possession of the United States; or

(B) the government of any political subdivision of a government listed in subparagraph (A).

53. **Exhibits**

Exhibits 1, 3, 4, 5, 7, 8, 9,10, 11, 12, 13,14, 15, 16 and 17 if applicable, attached hereto are incorporated into this Contract.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed effective the date set forth above. The representative signing on behalf of the Contractor shall have the authority to contractually bind the Contractor.

CONTRACTOR

ATTEST:

Signature

Frank Dela Fuente

Typed Name

Sales Representative

Typed Title

By: Signature

Shaune Swift

Typed Name

Secretary Treasurer

Typed Title

NEW JERSEY TRANSIT CORPORATION

ATTEST:

Signature

By: 8/13/2015
Signature

This Contract has been reviewed and approved as to form by the Office of the Attorney General of New Jersey.

Acting

John Jay Hoffman
Attorney General of New Jersey

By: 8/14/15
Deputy Attorney General

Chris Christie, Governor
Kim Guadagno, Lieutenant Governor
Jamie Fox, Board Chairman
Veronique Hakim, Executive Director

NJTRANSIT
One Penn Plaza East
Newark, NJ 07105-2246
973-491-7000

May 8, 2015

To Whom it May Concern:

Re: NJ TRANSIT Invitation for Bid No. 15-021
Fuel Trucks for Emergencies
Superstorm Sandy Recovery and Resilience Program
Addendum No. 1

The following constitutes Addendum No. 1 and must be acknowledged with each bid. Prospective bidders are advised of the following clarifications, additions and/or revisions to the above referenced Invitation for Bid:

1. Enclosed for Bidders information is a Pre-Bid Data Sheet summarizing information discussed at the Pre-Bid Conference is included as Attachment A.

2. The Attendance Sheet from the Pre-Bid Conference held May 7, 2015 is included as Attachment B.

This concludes Addendum No. 1. An authorized representative of your organization shall acknowledge receipt of this Addendum in the Exhibit provided with its bid. Failure to acknowledge receipt of all Addenda may cause the rejection of the Bid as non-responsive.

Sincerely,

Maggie Sotolongo
Senior Contract Specialist
Procurement Department

Enc.

Attachment A

Invitation for Bid No. 15-021
Fuel Trucks for Emergencies
Superstorm Sandy Recovery and Resilience Program

INVITATION FOR BID (IFB) NO 15-021
FUEL TRUCKS FOR EMERGENCIES
SUPERSTORM SANDY RECOVERY AND RESILIENCE PROGRAM
PRE-BID CONFERENCE AGENDA

THÚRSDAY, MAY 7, 2015

Agenda

I. Introduction	Maggie Sotolongo, Senior Contract Specialist
II. Proposal Process	Maggie Sotolongo, Senior Contract Specialist
III. DBE Goal and Requirements	Race Neutral
IV. Project Overview	Ed McMahon, Project Manager/Peter Gentile, Project Manager - HNTB
V. Questions and Answer Session	

I. Introduction

Attendance Sheet

Project Dates:	Solicit Bids:	April 23, 2015
	Pre-Bid Conference	May 7, 2015
	Questions Due:	May 14, 2015
	Bid Opening:	May 21, 2015 at 2:00 pm

II. Proposal Requirements and Process

Inquiries and Requests for Clarification:

All inquiries and requests for clarifications regarding the Contract Documents shall be submitted by e-mail to the Contract Specialist. Such requests shall state the Bid number and name of Project. Any response that NJ TRANSIT may choose to make will be by a written addendum to the Bid. NJ TRANSIT will not be bound by any informal explanation, clarification, or interpretation, oral or written, by whomsoever made, that is not incorporated into an addendum to the Bid. All such Addenda will be emailed to all Bidders prior to Bid Opening.

The Bidder shall ensure that the Schedule of Bid Items to be bid contains all applicable Amendments. NJ TRANSIT has the right to reject bids that do not contain all applicable Amendments to the Schedule of Bids Items to be bid.

Requests for clarification can be e-mailed to msotolongo@njtransit.com or faxed to (973) 232-1892.

Receipt of Bids: Bids must be received by NJ TRANSIT no later than 2:00 pm, Thursday, May 21, 2015. NJ TRANSIT will not accept any bids received after that time and such bids will be returned unopened.

Bids will be publicly opened at the NJ TRANSIT Procurement office at the time and date below. The bids shall be sealed with the following identification on the outside of the envelope:

Bidder's name and address:

NJ TRANSIT
Office of Procurement - Bid Desk
One Penn Plaza East
Newark, NJ 07105-2246
Re: Sealed Bid IFB #15-021
Fuel Trucks for Emergencies
Superstorm Sandy Recovery and Resilience Program

Bids shall be accompanied by Bid Security in the form of a Bid Bond, Cashier's Check, Certified Check or irrevocable Letter of Credit. Cash is not considered an acceptable form of security.

The amount of the Bid Security shall equal to ten percent (10%) of the total bid amount. A Bid shall be rejected as non-responsive if it is not accompanied by satisfactory Bid Security.

Award: Award of Contract, if any, will be to that bidder who is deemed to be the lowest responsive and responsible bidder.

Bid Validity: One hundred twenty (120) days following the date of the bid opening.

Liquidated Damages: $150.00 each calendar day of delay in completing the work.

Insurance Requirements: The successful bidder is required to submit evidence of insurance coverage of the types in the amounts specified in the General and Special Provisions.

III. DBE Goal and Requirements

DBE Goal: A race neutral disadvantaged business enterprise goal has been established for this contract.

DBE Requirements: The Contractor shall refer to the DBE Requirements for Race Neutral Goal Program in Exhibit 14 included with the IFB documents for requirements concerning the DBE obligations for this contract.

The DBE Forms A, A1 and A2 forms are required of the two lowest bidders and are required to be submitted within seven (7) days of the bid opening.

NJ TRANSIT encourages all bidders to submit required Forms/Affidavits/ Certificates at the time of bid to expedite the proposal review and contract award process.

Questions regarding DBE certification shall be submitted directly to NJ TRANSIT's Office of Business Development to the attention of:

Melisa Campusano
Senior Business Development Specialist
mcampusano@njtransit.com

IV. Project Overview

V. Question and Answer Session

Attachment B

Invitation for Bid No. 15-021
Fuel Trucks for Emergencies
Superstorm Sandy Recovery and Resilience Program

NJ TRANST IFB NO. 15-021
FUEL TRUCKS FOR EMERGENCIES
SUPERSTORM SANDY RECOVERY AND RESILIENCE PROGRAM
PRE-BID CONFERENCE ATTENDANCE SHEET

THURSDAY, MAY 7, 2015

Printed Name of Attendee	Company Name	Email	SBE/DBE
Chris Metzger	Curry Supply		
Melisa Compusano.	NJT OBD.		
Tim Henrich	NTB Solutions		
Lisamarie Codrington	NJT		
Greg Kolli	HTBS		
Steve Murphy	Hunter Jersey Peterbilt		
Tony Musciotto	Gabrielli Truck Sales of NJ		
Brendan Tobin	Gabrielli Truck Sales NJ		
Joseph Kelly	Hunter Jersey Peterbilt		

NJ TRANST IFB NO. 15-021
FUEL TRUCKS FOR EMERGENCIES
SUPERSTORM SANDY RECOVERY AND RESILIENCE PROGRAM
PRE-BID CONFERENCE ATTENDANCE SHEET

THURSDAY, MAY 7, 2015

Printed Name of Attendee	Company Name	Email	SBE/DBE
Peter Gentle	HNTB		
ED MCMAHON	NJT		
John Barricella	HNTB		
Kesh Murthy	NJ Transit		
Maggie Sotolongo	NJT		
Joe Miale	NJ Transit		

Chris Christie, Governor
Kim Guadagno, Lieutenant Governor
Jamie Fox, Board Chairman
Veronique Hakim, Executive Director

NJ TRANSIT
One Penn Plaza East
Newark, NJ 07105-2246
973-491-7000

May 13, 2015

To Whom it May Concern:

Re: NJ TRANSIT Invitation for Bid No. 15-021
Fuel Trucks for Emergencies
Superstorm Sandy Recovery and Resilience Program
Addendum No. 2

The following constitutes Addendum No. 2 and must be acknowledged with each bid. Prospective bidders are advised of the following clarifications, additions and/or revisions to the above referenced Invitation for Bid:

1. The deadline for questions and clarifications has been extended to Thursday, May 21, 2015 by end of day.

2. The Invitation for Bid due date has been extended to Thursday, June 4, 2015 at 2:00 pm.

This concludes Addendum No. 2. An authorized representative of your organization shall acknowledge receipt of this Addendum in the Exhibit provided with its bid. Failure to acknowledge receipt of all Addenda may cause the rejection of the Bid as non-responsive.

Sincerely,

Maggie Sotolongo
Senior Contract Specialist
Procurement Department

Chris Christie, Governor
Kim Guadagno, Lieutenant Governor
Jamie Fox, Board Chairman
Veronique Hakim, Executive Director

NJTRANSIT
One Penn Plaza East
Newark, NJ 07105-2246
973-491-7000

June 1, 2015

To Whom it May Concern:

Re: NJ TRANSIT Invitation for Bid No. 15-021
Fuel Trucks for Emergencies
Superstorm Sandy Recovery and Resilience Program
Addendum No. 3

The following constitutes Addendum No. 3 and must be acknowledged with each bid. Prospective bidders are advised of the following clarifications, additions and/or revisions to the above referenced Invitation for Bid:

1. The responses to all of the questions received have been included as Attachment A.

2. A revised set of technical specifications has been included as Attachment B. All revisions/changes are in bold.

3. The Invitation for Bid due date has been extended to Thursday, June 11, 2015 at 2:00 pm.

This concludes Addendum No. 3. An authorized representative of your organization shall acknowledge receipt of this Addendum in the Exhibit provided with its bid. Failure to acknowledge receipt of all Addenda may cause the rejection of the Bid as non-responsive.

Sincerely,

Maggie Sotolongo
Senior Contract Specialist
Procurement Department

NJ TRANSIT Invitation for Bid No. 15-021
Fuel Trucks for Emergencies
Superstorm Sandy Recovery and Resilience Program
Attachment A

Invitation for Bids No. IFB #15-021
Superstorm Sandy Recovery and Resilience Program
Fuel Trucks for Emergencies
Questions & Answers

Question 1- Most engines have horse power ratings of 455hp or 485hp.... What is preferred?
Answer – The minimum horse power acceptable is 455hp with a minimum13L engine size.

Question 2- The only engine in the truck market today that has a Dual turbo system is the International MaxxForce and I am not sure it is even EPA approved at this time?
Answer – Either a single turbo or dual turbo engine will be acceptable.

Question 3- On the lift axle you are doing steerable, one tire matching the steer axle should be listed and not a dual tire system?
Answer – The lift axle is a steerable axle and the tire is matching the front tire.

Question 4- Remote power module' are OEM only to International, we can supply switches?
Answer- Switches will be an acceptable alternate.

Question 5- We offer an Aluminum cab not steel that is 64" wide, is that acceptable?
Answer- An aluminum cab or steel cab are both acceptable with a minimum width of 80". The truck chassis must be steel, as well as, the frame and fuel tanks. All must be fully capable of being grounded with no dissimilar metals in the system.

Question 6- Mirrors do not offer LED marker lamp included, is this acceptable?
Answer- A marker light is required if available on the mirrors, the cab and body marker lights will still be required.

Question 7-Wiper motor functions are standard, International OEM with what listed on bid?
Answer – Wiper motor functions are required. Special features shall be provided if available from the chassis OEM .

Question 8- Grab handles are inside the cab to be out of the weather, not mounted outside? 2.11.21, 2.1122, 2.11.23are all OEM to International?
Answer- Exterior grab handles are required.

Question 9- Request for approved equal the following:

Item #	Request
2.0	Mack Trucks GU713
2.5.4	Hendrickson 20,000LB Pusher Axle
2.6.3	Mack 46,000 Air Suspension

Answer- The above items are acceptable per the specifications submitted for the or approved equal requirement.

Question 10- Sec #2.14 Document Holder (Can you mention Twist type, the part number is correct)
Answer- Twist off type will be added to the Specification.

Question 11- Sec#18.1 Deliver chassis to body co. is about 90 days after an order is placed. Body and installation??? I don't know if 210 is enough, please ask body builder?
Answer- 210 days will be deleted from the Specification and 240 days will be added.

Question 12- Sec #18.2 & 19.9 Does NJT want IRP or commercial plates?
Answer- Commercial plates

Question 13- In reference to question about 11.2.2. It calls for PPG coatings. Just checking to see if Axalta coatings are accepted. Axalta is formerly Dupont. It is the same coatings just a name change?
Answer- Based on the documentation submitted in the form of product specifications for Dupont Imron Elite Productive Topcoat, the Dupont Imron paint as submitted is an acceptable substitute to the PPG paint specified.

Question 14- Cab chassis and Front and rear axles; Spec asks for 2 years unlimited miles we can offer 2years or 100,000 miles or 150,000 miles (unlimited miles not available)
Answer- 2 years or 100,000 miles is acceptable

Question 15- Item 3.1 Per DMF – Specific chassis line item specs are necessary in order to provide analysis. None available. Can we provide at bid?
Answer- See Specification Section 1.7 and bid accordingly.

Question 16- Item 3.3 Per DMF no pin off necessary for on rail travel due to RW1630 design. Acceptable?
Answer – The DMF hi-rail gear is the basis of design rail gear and the Specifications will not be changed.

Question 17 – Item 3.7 Is flat black paint acceptable?
Answer – Paint shall be as specified with the exception that Dupont Imron Elite Productive Topcoat paint is an acceptable substitute.

Question 18- Item 4.1 Spec requests "all steel" construction. I again request that an aluminum tank be acceptable. We can meet all grounding requirements using the aluminum tank. We are struggling to find a DT certified steel tank.
Answer- The specifications will not be changed, the truck chassis, fuel tank and support frame shall be steel construction.

Question 19 – Item 6.4 Requests double sided galvanneal steel. Is regular body sheet metal with undercoating acceptable?
Answer – No the specifications will remain as originally specified

Question 20 – Item 9.3 Spec requests 2" pump that will only supply 83GPM not 100GPM. Will a Blackmear 2.5" pump be acceptable?
Answer – No pump sizes will remain as specified.

The primary Contractor shall provide warranty service to the trucks with-in 100-mile radius from Newark Non-Revenue Shop. If the Contractor's facility is beyond the stipulated distance, then the Contractor shall make alternate arrangement to provide service such as an authorized dealer of the chassis or the equipment mounted on the truck or a mobile service workshop authorized by the Contractor. Warranty service shall be available on a priority basis within 24 hours of reporting a problem or failure. Warranty facility or an alternate arrangement shall be in place and documents shall be sent to NJ TRANSIT before the contract is awarded to the responsive bidder.

NJ TRANSIT Invitation for Bid No. 15-021
Fuel Trucks for Emergencies
Superstorm Sandy Recovery and Resilience Program
Attachment B

NJ TRANSIT SPECIFICATIONS

FUEL TRUCKS FOR EMERGENCIES
SUPERSTORM SANDY RECOVERY AND RESILIENCE PROGRAM
IFB No. 15-021

1.0 SCOPE

This specification sets forth NJ TRANSIT's requirements for two (2) new, ready for service, fuel truck consisting of a cab/chassis with a fuel body with hydraulic product delivery systems meeting the following minimum criteria. The fuel truck shall be designed for the severe, off-road travel environment typical of the locomotive servicing industry. NJ TRANSIT may order one (1) additional truck on this contract within 180 days of initial Purchase order date.

The chassis, pumping equipment, fuel tank, and other standard accessories offered under this contract shall be in regular production for a minimum of two (2) years with parts available through normal sources. Prototype and one off type of equipment shall not be accepted.

1.1 The salient characteristics of the truck engine horse power, torque, transmission features and the wheel base cab to axle etc. are specified and detailed elsewhere in other sections of the this specification.

1.2 Abbreviations: The abbreviations used in the specifications are as follows:

AF:	Rear Axle to End of Frame, Inches
ASTM:	The American society of Testing and Materials
ANSI:	The American National Standards Institute
ASME:	American Society of Mechanical Engineers
AWS:	American Welding Society
CA:	Cab to Rear Axle, Inches
CT:	Cab to Tandem Axle Distance, Inches
DOT:	Department of Transportation
EPA:	Environment Protection Agency
FMVSS:	Federal Motor Vehicles Safety Standards
FRP:	Fiber Reinforced Plastic
GPM:	Gallons per Minute
IFB:	Invitation for Bid
LED:	Light Emitting Diode
MPH:	Miles per Hour

NFPA:	The National Fluid Power Association
NHTSA:	National Highway Transportation Administration
NJMVC	New Jersey Motor Vehicle Commission
OEM:	Original Equipment Manufacturer
OAL:	Overall Length of the Vehicle, Inches
OSHA:	Occupational Safety and Health Administration
PSI:	Pounds per Square Inch
RBM:	Resisting Bending Moment of the Chassis Cross section, LB-IN.
RPM:	Revolutions per Minute
PTO:	Power Take Off
SAE:	The Society of Automotive Engineers
UL:	Underwriters Laboratory
WB:	Wheelbase of the Vehicle, Inches

1.3 Definitions: Following are the definitions of special terms used in these specifications.

1.3.1 dBA. Decibels with reference to 0.0002 microbar as measured on the "A" scale.

1.3.2 Curb Weight. Weight of vehicle including maximum fuel, oil, and coolant, and all equipment required for operation and required by these specifications, but without passengers and the operator.

1.3.3 GVWR (Gross Vehicle Weight Rating). Curb weight plus gross load.

1.4 Requirements:

1.4.1 The delivered vehicle(s) shall be new and ready for service.

1.4.2 Vehicle shall meet all applicable FMVSS, State of New Jersey and EPA requirements.

1.4.3 The vehicle shall be capable of passing a NJ Motor Vehicles commission and/or NJDOT inspection.

1.4.4 All major components shall be of a style and type in production for at least one (1) year. The equipment/body being provided and installed shall be new. Prototype vehicle or components shall not be accepted.

1.4.5 All dimensions and capacities herein shall be considered nominal and deviations of +/- 2% acceptable.

1.4.6 All dimensions, measurements and other pertinent data used throughout this specification are U.S. standard units; inches, feet, pounds, etc.

1.4.7 The design and construction of the vehicle(s) shall be such that it/they shall function and maintain its/their component and structural integrity for the intended use in a railroad environment.

1.4.8 The completed vehicle(s) and all equipment shall be furnished and installed in accordance with standards set forth by ASTM, SAE, ANSI, NFPA, OSHA, UL, ASME, and AWS.

1.5 The Contractor shall present two (2) complete sets of detailed layout drawings to a scale of 1/2" = 1 foot of the proposed vehicle under this procurement, manufacturer's recommended body mounting procedure, detail design drawing of the body, fuel tank, fuel delivery system panel and electrical diagrams covering all contractor-installed electrical systems and their connections to OEM electrical systems, for NJ TRANSIT's approval within thirty (30) days of "Notice to Proceed" and prior to purchasing any equipment and commencing building of the vehicle and/or utility body. The layout drawing(s) shall show top, left and right sides, front, and rear of the vehicle. The drawing(s) shall show to scale the dimensions of the vehicle to the vehicle manufacturer's standard (i.e., BBC, CA, CF, WB, etc.) and shall include total height, total length, width and the locations and dimensions of all major components to be installed on the vehicle. The drawing shall include, in the top right-hand corner (optional separate paper) a table listing all the major components of the vehicle and their respective unit weights to support the weight distribution analysis performed on the vehicle by the successful bidder. A calculation shall be shown providing the GVWR of the vehicle less the actual weight of the chassis, body and all equipment and accessories, fuel (@8 lbs. per gal.), driver and one (1) passengers (@ 250 pounds each), to indicate what the estimated payload capacity of the vehicle shall be. Approval of the drawings shall be obtained from NJ TRANSIT prior to construction. The drawings, and any modifications to them, in order to receive approval to begin construction, shall be at the Contractor's expense. Any unnecessary items purchased or work performed before the drawings receive final approval from NJ TRANSIT shall be non-reimbursable and at the Contractor's expense. A complete set of "as-built" drawings, including all changes made to the original drawings, if any shall be submitted with each manual as detailed in sections entitled "Acceptance" and "Manuals".

1.6 Prior to award, the apparent low bidder and NJ TRANSIT shall meet and discuss the equipment that will be supplied. The Contractor shall submit to the Project Manager for approval a data sheet listing the chassis and cab, the major components of the chassis and cab, as well as all optional equipment to be installed on the vehicle. Wherever possible, all optional equipment shall be factory installed. If certain items must be installed by the dealer, the dealer shall submit to NJ TRANSIT for approval a list in writing of all equipment that cannot be installed at the factory, and the reason for the same, prior to placing the order.

1.7 Prior to the ordering of the chassis/cab, the dealer shall submit to the Project Manager for approval a successful analysis of the following items:

1.7.1 Truck performance and economy (related to road speeds in all gears and gradability) which shall be a nominal 65 miles per hour cruising road speed and gradability of 30% transmission stall at 0 MPH.

1.7.2 Weight distribution based on the major components listed on the engineering drawing.

Note: All analysis shall be done at maximum full load capacity.

1.8 The Contractor shall submit a copy of the sales order and a complete set of sales data, features and specifications for a proposed chassis/cab under this procurement to NJ TRANSIT within thirty (30) calendar days of the issuance "Notice to Proceed".

1.9 The line set ticket from the original manufacturer of the chassis/ and cab shall be submitted to NJ TRANSIT as part of the acceptance criteria.

1.10 The Contractor shall present a detailed production schedule and timeline for the vehicle(s) to be built under this procurement to NJ TRANSIT within thirty (30) calendar days of the issuance of the purchase order and prior to commencing building of the vehicle(s). The schedule shall at a minimum include the following:

1.10.1 Chassis factory on-line-date

1.10.2 Expected delivery date of chassis,

1.10.3 Expected build date of the body, anticipated completion dates of major milestones in production and installation of the body and major components on the chassis,

1.10.4 Anticipated date for milestone and pre-paint inspections

1.10.5 Final inspection date at Contractor's facility, delivery of vehicle to NJ TRANSIT

1.10.6 Anticipated training dates.

1.10.7 The production schedule shall indicate clearly the extent of the work to be completed by the Contractor and any Subcontractors respectively. The schedule shall include the names, addresses and telephone numbers of those responsible at the Contractor's and any subcontractor's locations for completing the various phases of the project as described in the production schedule. The production schedule shall be coordinated with the progressive payment schedule.

1.11 Liquidated Damages:

1.11.1 The damage and loss to NJ TRANSIT resulting from delay of the Contractor by not completing this project within the times stipulated shall be liquidated in the sum of one hundred and fifty dollars ($150.00) for each day including Saturdays, Sundays and Holidays that the Contractor fails to meet delivery date as specified in this contract.

1.12 NJ TRANSIT Approved Equal: The Contractor shall provide and furnish only the equipment, components or parts that have been identified in this specification. Any equipment or component proposed as equal shall be identical in form, fit and function. All approved equals shall be submitted to NJ TRANSIT during request for change process for evaluation and written approval prior to manufacturing of the equipment. The submittal of approved equal shall include such information as make, model number, specification data sheet, drawings, appropriate laboratory and field test results, current users of such equipment or component, length of service, and contact information of users to verify such references. Any component used as approved equal without prior written approval from NJ TRANSIT shall be rejected. Requests for approved equals shall be submitted at the time of the request for changes before the bid date.

1.13 As part of the bid, installation locations for many items such as safety equipment, work lights, document holder, etc. have been indicated in the specification to be determined by NJ TRANSIT. The location of such items shall be determined during a milestone or a pre-paint inspection. If the location of an item is not clear, the Contractor shall seek clarification from the project manager. If the Contractor has already installed such components without the prior approval of NJ TRANSIT, and if relocation of any items deemed necessary, such relocations shall be done at no extra cost to NJ TRANSIT.

1.14 Attachment "A": It is a list of proposed components to be submitted by any potential Contractor as part of any request for changes before the bid. If no changes were requested, the list shall be submitted along with the bid package.

1.15 Attachment "B": It is a summary of deliverables stated in this section. The table provides a quick reference to the items to be submitted, time of submission, and any reference section in the specification, and whether it is tied into any progress payments.

2.0 CAB/CHASSIS

Chassis/cab shall be Navistar International, 7600 Series SFA 6X4, (SF567), or approved equal. **The specification is changed as follows: The Mack Truck Model GU713 is acceptable.**

2.1 Diesel engine shall be a wet sleeve type and fully electronic with 475 peak HP (minimum). **The specification is changed as follows: The minimum horse power acceptable is 455hp with a minimum engine size of 13L.**

2.1.1 Engine shall have the following features:

2.1.1.1 Governed speed - On-highway type, electronic controlled at 2,100 RPM, maximum. The electronics shall provide for electronic high idle, PTO control.

2.1.1.2 Torque – 1,700 ft/lbs. @ 1000 RPM. (Minimum)

2.1.1.3 Configuration - 6-cylinder, in-line

2.1.1.4 Aspiration – Dual turbocharged with intercooler and after-cooler. **The Specification is changed as follows: Either a single turbo or dual turbo engine will be acceptable.**

2.1.1.5 Cooling fan – Air operated and include manual override with a dash mounted switch

2.1.1.6 Oil pan drain plug - magnetic.

2.1.1.7 Oil filter - primary.

2.1.1.8 Cold starting equipment - engine block heater, 115/120 volts, 1000 watts. (Minimum) -plug shall be male type mounted on left side of cab below the driver's door with weather resistant cover. Include Y cord for 120V to fuel heater.

2.1.1.9 Cooling System

Radiator hoses - silicone or ethylene diene monomer or Gates Blue Stripe hose with constant torque clamps or heat shrink clamps

Heater/vent/coolant filter hoses - silicone or ethylene diene monomer or Gates Blue Stripe hose with constant torque clamps. System shall be protected with long life type antifreeze to minus 40 degrees F.

2.1.1.10 Dry air filter (single stage) Gauge-type air cleaner restriction indicator (measuring inches of water), dash mounted or warning light w/visible gauge located under hood.

2.1.1.11 Fuel/water separator and filter shall be a Racor, Davco Fuel Pro 382, or an approved equal. The unit shall heat the fuel by means of 120V electric heater & engine fuel heated. A drain valve shall be installed at the bottom of the unit. A water in fuel sensor signal shall be a signed colored light mounted on the dash, if available. A switch shall be provided so the fuel heater can be turned-off in warm weather or shall be thermostatically controlled.

2.1.1.12 Exhaust System - shall incorporate horizontal or vertical muffler with vertical chrome tailpipe with curved top stack (facing outward) cab mounted. The routing of the exhaust

may go over or under the frame depending on the body mounting requirements. Stack shall be protected by stainless steel or chrome heat shield, with grab handle mounted on it. System shall meet OSHA on-highway vehicle noise standards. Flexible pipe shall not be acceptable, unless required to meet Federal noise requirements. A 2-position, lighted & Latching, ON/OFF Type, toggle switch shall be wired and mounted on the dash that Inhibits diesel particulate filter (DPF) regeneration as long as the switch is in ON Position. A placard with instruction shall be affixed near the switch. Additional chrome heat shield shall be provided to protect the personnel entering the cab. The After-treatment regeneration sensor pack shall be remote mounted and insulated due to stationary vehicle operation.

2.1.1.13 Engine manufacturers or an approved equal, pre-wired engine alarm and shutdown system with automatic override shall be provided and installed. The system shall provide audible and visual alarms when low oil pressure, high coolant temperature or low coolant level conditions become dangerous, and shall provide engine shutdown in the event that these conditions reach a critical stage. An automatic or manual override feature shall be included to allow the engine to be restarted and run for 30 seconds to move the vehicle off the road after shutdown has occurred.

2.1.1.14 Engine compression brake shall be included

2.2 Transmission shall be an automatic, five (5)-speed, Allison model HD-4500-RDS-P with PTO gear with an oil level sensor, or approved equal. The transmission shall be OEM factory filled with Castrol-TransSynd OEM synthetic oil, or approved equal.

2.2.1 Vehicle shall be equipped with a transmission temperature indicator mounted in the cab on the dashboard with appropriate instructions and in view of the driver.

2.2.2 Transmission oil filter.

2.2.3 Magnetic disc in oil pan.

2.2.4 Oil cooler shall be as recommended by the OEM.

2.2.5 Two PTO openings, 10 bolt

2.2.6 Shift selector shall be T-handle or Push Button type mounted at dashboard.

2.2.7 Water to oil transmission oil cooler Modine or approved equal

2.2.8 Transmission module, TCM shall be mounted inside cab

2.3 Rear axle ratio shall be determined by the Contractor and approved by NJ TRANSIT at the time of the order based on the manufacturer's recommendation for the approved engine and transmission combination. Rear shall be as specified in this specification with magnetic drain plug. Rear axle shall be geared for 65 MPH (minimum) at the truck's GVWR of 80,000 pounds.

2.4 Chassis shall be:

2.4.1 GVWR- 80,000 lbs.

WB - 228 inches (approximate)

CT - 144 inches (approximate)

AF - Per Body Builder requirements

2.4.2 The frame shall have a section modulus of 31.72 in^3 (minimum), made of 120,000 PSI yield strength steel. Chassis RBM shall be 3,806,400 in-lb (minimum). The frame rail shall consist of the main with full outer "C" channel reinforcement.

The frame shall have a 20" integral front frame extension and also be "C" channel reinforced. Bolt-on or welded extensions shall not be accepted.

2.4.3 Frame Rail – The top and sides of the frame rail from the cab back shall be clear.

2.4.3.1 Fuel Tank

2.4.3.1.1 One (1) 70-gallon (minimum) steel or aluminum tank, with drain plugs, mounted on the either right side or left side under the cab.

Also a 36 .OL DEF tank shall be mounted under the cab.

2.4.3.1.2 Height of fuel tank steps shall not exceed 18", if so, an auxiliary flexible step with multiple strands of steel chain or heavy-duty rubber and grip strut steel material shall be provided below the fuel tank to assist vehicle entry.

2.4.3.2 A battery box with secured cover shall be mounted on the street side or road side frame rail. The battery box shall be an OEM item from the chassis dealer.

2.4.3.3 The fuel filter shall be mounted for easy service access, in a location to be approved by NJ TRANSIT

2.5 Axles

2.5.1 Front axle - 20,000 lbs. (minimum) capacity, Meritor or approved equal with oil seals

2.5.2 Rear axle - 46,000 lb. (minimum) capacity, single reduction, lube pump, Geared for 65 mph, tandem axle, manufactured by Meritor RT-46-160P or approved equal. Included shall be a power divider and posi on demand on the rear/rear axle controlled by dash mounted switches.

2.5.3 Axle traps-magnetic particles

2.5.4 Lift axle – 20,000 lb. (minimum) Watson-Chalin SL2089 Tru Track or approved equal, pusher type, steerable, inside box mounted controls. The controls for the lift axle shall be mounted inside the cab placed in a box with a door and latch so access to the controls shall be deliberate so as to make a conscience effort to utilize the lift axle in order to prevent accidental deployment of the axle. **The Specification is changed as follows: A Hendrickson 20,000LB Pusher Axles is acceptable.**

2.6 Suspension

2.6.1 Front springs - 20,000 lbs. capacity plus aux rubber helpers

2.6.2 Front heavy duty shock absorbers.

2.6.3 Rear suspension – 46,000 lbs. Capacity (minimum), Hendrickson Primax EX or approved equal. Air ride with shocks. The walking beam type is too stiff for the fuel truck application and shall not be acceptable. **The specification is changed as follows: The Mack Truck 46,000Lb air suspension system is acceptable.**

2.7 Single or dual hydraulic power assisted steering box.

2.8 Brake system shall be air type cam with automatic slack adjusters and four (4) channel Anti-Lock Brake System (ABS).

2.8.1 Parking brake - spring actuated, air unloaded.

2.8.2 The maximum swept area per wheel available from the manufacturer of the chassis shall be provided. Minimum brake sizes:

2.8.2.1 Front- 16.5 x 6

2.8.2.2 Rear- 16.5 x 7

2.8.2.3 Lift Axle – 16.5 x 6

2.8.3 Air compressor shall be 15.9 CFM. (minimum) Bendix, Knorr Bremese LP360 DLU or Cummins or approved equal

2.8.4 Air dryer shall be Bendix, Model No. AD-IP or an approved equal, spin-on type, mounted in a location that shall be easy to service

2.9 Wheels and Tires shall be equal to or greater than axle capacities

2.9.1 Wheels- front - Two (2) 22.5 x 9.00 - .500 thick steel disc, stud or hub piloted. Wheels shall be painted manufacturer's powder coat white

Wheels – rear – Eight (8) 22.5 x 8.25 - .472 thick steel disc, stud or hub piloted. Wheels shall be painted manufacturer's powder coat white.

Lift Axle – Two (2) 22.5 x 9.00 - .500 thick steel disc, stud or hub piloted. Wheels shall be painted manufacturer's powder coat white.

2.9.2 Tires – Tires on all axles shall be of same manufacturer.

2.9.2.1 Front – Two (2) 315/80R22.5 Goodyear G-289 WHA, 20 ply or NJ transit approved equal.

2.9.2.2 Rear – Eight (8) 11R22.5-16 ply, all weather traction design (Goodyear G-287) or equivalent or NJ TRANSIT approved equal.

2.9.2.3 Lift Axle – Two (2) 315/80R22.5 Goodyear G-289 WHA, 20 ply or NJ transit approved equal.

2.10 Electrical

2.10.1 System - 12 volt

2.10.2 Batteries - minimum of three (3) 12-volt, 2775 CCA total, deep cycling, increased capacity, maintenance free. Batteries shall be located inside a secured battery box that shall seal the battery against damage and corrosion. The batteries shall be easily accessible for servicing. Sealed battery cables shall be provided and lug for jumpstarting without cover removal. Battery box mounting shall allow easy body installation. Cab floor mounted battery disconnect switch, with decal.

2.10.3 Alternator - 12V, 160 Amps output (minimum) at rated RPM Delco Remy model or Bosch LH160 brush type or approved equal, pad mounted

2.10.4 Electrical Protection - circuit breakers, manual reset in lieu of fuses main panel.

2.10.5 Gauges - speedometer/odometer, oil pressure, water temperature, voltmeter, engine hour meter (electronic, mounted in tachometer head

or oil sending unit activated--no electric activation will be accepted), PTO hour meter, fuel, transmission oil temperature, air pressure gauge with low pressure warning buzzer and tachometer. All gauges shall be dash mounted.

(Note: acceptable electronic hour meter sensing engine RPMs over 300 RPMs.)

2.10.6 Horns - dual electric and single air mounted under the hood or on the frame rail.

2.10.7 Heavy-duty electronic audible reverse alarm, Ecco "Smart Alarm" Model SA917 or approved equal. 87 dB (minimum) to 112 dB. , Automatic sound adjustment shall raise or lower the volume level maintaining a minimum of 5 dB above the surrounding noise level, indoors or outdoors.

2.10.8 Remote power module mounted inside Cab behind driver's seat; Up to 6 Outputs & 6 Inputs, Max. 20 amp. per Channel, Max. 80 amp. Total (Includes 1 Switch Pack With six (6) back lighted latched switches mounted on dash board) include switch label pack and with plugs for body builder). The number of switches to be obtained from OEM factory chassis builder shall be decided between the body company and the chassis dealer at the time of pre-production meeting. **The Specification will be changed as follows: The manufacturer may substitute switches for the Remote Power Module specified above.**

2.10.9 All wiring shall be routed along chassis frame, protected in plastic looms and secured by means of tie downs. Rubber grommets shall be used wherever wiring must pass through a hole in the body of chassis. Every precaution shall be taken to prevent pinching of wires by doors or other body or chassis components.

2.11 Cab with deluxe interior shall include the following features:

2.11.1 Construction - cab shall be galvanized steel or aluminum with air suspension cab with a minimum width of 80 inches and shall be insulated. The hood shall be tilting fiberglass type with splash shields and rubber hold down straps.

2.11.2 West Coast mirrors – Powered dual 16" X 7" or 14.84"X 7.44". The mirrors shall be OEM supplied, shall be retractable, have vibration-dampening features, and have adjustable legs and braces with stainless steel or black powder coat painted door-mounting brackets. Mirrors shall be heated, controlled by a labeled, lighted dash mounted rocker switch. Both mirrors shall be powered and include an LED clearance light. An approximately eight (8) inch wide-angle heated

mirror with brackets shall be mounted on each side, on lower mirror brackets. A convex panoramic "look down" mirror shall be mounted over the passenger door. **The Specification is changed as follows: The requirement for an LED marker light on the mirrors will be waived if not offered by the manufacturer, all other LED marker lights on the cab and chassis are still required.**

2.11.3 Windshield wipers - electric intermittent – 2- speed with windshield washer. When wipers are turned on, all chassis/body safety lights shall turn on. Wipers, if left on when park brake is activated, shall automatically go to the slowest intermittent speed.

2.11.4 Seats - Seats shall be provided in the darkest standard color available from the manufacturer.

2.11.4.1 Driver seat shall be a high back bucket, National or Bostrom or approved equal, air suspension, adjustable fore/aft and up/down. Include inboard arm rest.

2.11.4.2 The passenger seat shall be a two-man bench mechanical seat with 2" minimum heavy-duty cushion and under seat storage box. The seat shall match the driver's seat in color.

2.11.4.3 Three-point shoulder/lap seat belts for driver and the end passenger shall be provided. A lap belt shall be provided for the middle passenger. Color orange.

2.11.5 Air conditioner, heater and defroster - high output, fresh-air type with 3-speed fan, include fresh air filter.

2.11.6 Radio - AM/FM with two (2) speakers and antenna

2.11.7 Sun visors - left & right side

2.11.8 Grab handles for cab entry at all doors, exterior with rubber insert and interior painted safety yellow, shall be adequate for the truck on h-rail and for a gloved hand

2.11.9 3 Coat hooks

2.11.10 Combination armrest and grab handle for all doors. The driver's seat shall have arm rest both sides

2.11.11 Headliner, molded plastic with overhead console netted storage pockets and two way radio pocket.

2.11.12 Tinted glass, all glass.

2.11.13 Front bumper – manufacturer's standard with stainless steel swing type license plate holder and frame mounted tow hooks accessible thru holes in bumper.

2.11.14 Door operated dome lights and LED courtesy lights on both doors and includes door map pockets.

2.11.15 Finished driver and passenger door

2.11.16 Floor mat in manufacturer's standard color to cover the complete cab floor with insulation and sound deadener. Also supply OEM provided removable rubber floor mats one per side

2.11.17 Provide 3 cup holders

2.11.18 Tilt steering wheel

2.11.19 Cab exterior marker LED lights and long life Halogen headlights.

2.11.20 Two (2) Cigar lighter style power port

2.11.21 Dash mounted "Test exterior" light switch

2.11.22 Park brake alarm shall sound city horn in repetitive manner if brake in not activated and cab door is opened.

2.11.23 Vent windows shall be operational and door windows shall be powered with driver side express feature. Power door locks included.

2.11.24 The chassis shall not have daytime running light as it interferes with the Hi-Rail lighting. If it is a standard feature from the chassis OEM, the chassis dealer shall disable the daytime running light through a software modification.

2.12 Radio: The Contractor shall supply a KENWOOD TK-7180H, 45Watt, VHF (136-174MHZ) Mobile Radio and a 3db gain mobile antenna suitable for the application, or approved equal. The following options and accessories shall also be furnished:

2.12.1 KENWOOD KES-5 external speaker, or approved equal

2.12.2 Horn alert public address unit KAP-2, or approved equal

2.12.3 Exterior horn speaker, manufactured by Speco, part number SPC-10, 6" Aluminum, PA horn, 8 ohms, 15Watts, or approved equal

Note: Radio Installation shall not be required

2.13 Safety equipment to be provided and installed:

2.13.1 An Amerex, or approved equal, 10-pound refillable fire extinguisher with a 1A10BC rating, with a visible gauge and mounting bracket shall be installed on the body in a location to be determined by NJ TRANSIT.

2.13.2 An Amerex or approved equal 2.5-pound refillable fire extinguisher,

with 1A10BC rating with mounting bracket shall be installed inside the cab at a location to be determined by NJ TRANSIT.

2.13.3 ICC triangular flare kit with mounting bracket installed in a location to be determined by NJ TRANSIT. Triangle kit K-D Model 610-4645 or approved equal, with mounting bracket K-D Model 616-9000 or approved equal. Kit shall consist of three (3) triangles in a reusable plastic box.

2.14 Document holder, part number 97960 as manufactured by Truck-Lite Betts, or an approved equal to be mounted in the cab. Mounting location shall be determined by NJ TRANSIT during a pre-paint inspection. **The Specification is changed as follows: The document holder may be a twist type holder.**

3.0 HI-RAIL GEAR

Contractor shall provide rail gear that will operate as required by this specification on NJ TRANSIT right-of-way. Single wheel sets for the front and rear as manufactured by DMF, or approved equal suitable for a vehicle with a GVWR of 80,000 pounds. The brakes on the railgear shall conform to FRA 49CFR, part 214 latest regulations. See Attachment B for further reference for this Section.

3.1 Railgear shall be capable of traversing all switches; self-guarded track/ frog assemblies and pedestrian wood crossings. Rail gear shall be capable of traversing curves up to and including 14 degrees.

3.2 Both front and rear railgear shall be rated at appropriate GAWR capacity per axle and shall be fitted with rail sweeps and derail guards shall be incorporated near each wheel. Include yellow site rods for the front rail gear.

3.3 A positive mechanical locking system shall be provided for rail and highway position. The locking pins shall be manually operated for both front and rear railgears without any cables or air assist. The Hi-Rail pin-offs including the flat surface of the pin shall be primed and painted white.

3.4 The rail gear wheel shall be mounted on spindles with Timken tapered roller bearings or approved equal.

3.5 Rail gears with non-insulated wheels without signal shunts shall be provided.

3.6 Guide wheel shall be machined to the rail profile of NJ TRANSIT

3.7 Rail gear shall be painted or powder coated black color.

3.8 The vehicle shall be equipped with a complete railroad lighting package to include one (1) pair of rear headlights shall be mounted under the body at the rear with a protective shroud for travel in reverse at night. The complete railroad lighting package as per FRA regulations to include front stoplights and rear headlights shall be provided.

3.9 Light shall be a Truck Light LED, or Maxxima part number MWL-05SP or approved equal, approximate size 6" x 4" rubber housing, rectangular halogen sealed beam type.

3.10 Controls for rear headlight shall be in a switch plate mounted at dash, rocker switch, sign to show "on" or "off" with pilot light and back lit.

3.11 A sealed micro-switch shall be incorporated into the railgear system in order to prevent use of the rear headlights unless the railgear is down.

3.12 Rear headlights shall be positioned for proper visibility when traveling in reverse at night.

3.13 Two (2) LED lights shall be provided and installed for illuminating each rail gear for night operation one in the front and one in the rear. Maxxima part number MWL-05SP or approved equal, approximate size 6" x 4" rubber housing, rectangular halogen sealed beam type. Additional four (4) Maxxima or Bett's LED work lights part number 325503 with 20A toggle switch, or approved equal and two pigtails shall be provided and installed on the bulkhead. Location of the lights to be determined during pre-paint inspection.

3.14 Change in direction signal system shall be provided as per the FRA standards § 214.523. "In-Right" system or approved equal shall be used for control panel wiring. Excerpts of the FRA standard has been provided as attachment B for reference. The completed trucks shall meet all current and applicable FRA regulations.

3.15 The railgear shall be installed by the manufacturer or by an approved factory authorized dealer. The installer shall use a hi-rail installation rack. The installer shall also be an approved dealer to do warranty work, and annual hi-rail inspection.

3.16 All modifications to the chassis, body and tire spacing necessary for the proper mounting shall be the responsibility of the installer of the railgear.

3.17 The railgear shall be tested for 1.5 miles in each direction to adjust the gears for use on rail and road prior to acceptance of the vehicle at the Contractor's facility during NJ TRANSIT pre-paint inspection. The installer shall place a test and

inspection certification sticker on the front and rear railgear prior to delivery of the vehicle to NJ TRANSIT.

3.18 Any modifications of the standard railgear equipment or the vehicle that is beyond the scope of this specification shall require notification to NJ TRANSIT.

3.19 Front rail gear shall be equipped with air activated external clasp type brakes.

3.20 Gear shall mount under the front bumper forward of steering axle, with no relocation of fuel tank, air tanks, air dryer or other major components.

3.21 Controls, remote hydraulic, shall be mounted on street side, at front of cab. The location of controls shall be approved by NJ TRANSIT.

3.22 Furnish and install yellow sight rods on the front bumper.

3.23 Rear rail gear shall be equipped with air activated external clasp type brakes.

3.24 Controls shall be remote mounted with hydraulic levers to direct the up and down movement of the gear and shall be mounted at the rear of truck. Location shall be approved by NJ TRANSIT.

3.25 The gear shall be attached to frame behind the chassis rear wheels.

3.26 Rear rail gear shall compensate for rear tire wear.

3.27 Braking shall be regulated through air system foot brake to the external brake shoes.

3.28 Design shall allow for easy availability of parts with a minimum of special one of a kind manufactured item

3.29 A diverter valve shall be installed off the main hydraulic system supply tank to the railgear circuit.

4.0 DIESEL FUEL TANK

4.1 Type: "Diesel Fuel", single-compartment, all-steel, all-welded construction, 'DOT-406' (CFR49 178.345) certified.

4.2 Volume: (4,200) U.S. gallons, plus (3%) expansion volume.

4.2.1 Tank heads: Flanged and dished, (0.1644") high-strength, low alloy steel, ASTM A607-50. Welded (100%) full-perimeter inside and outside. Full-perimeter knuckle radius per 'DOT-406.'

4.2.2 Tank baffle: (3) each, flanged and dished, (0.1644") high-strength, low-alloy steel, ASTM A607-50. Welded (100%) full perimeter; Full perimeter knuckle radius per 'DOT-406'.
Baffle man ways are "staggered" to control "shot gun" fluid surging.

4.2.3 Tank shell: Upper: (0.1644) high-strength, low-alloy steel, ASTM A607-50. Lower: (0.1793") high-strength, low-alloy steel, ASTM A607-50.

4.2.4 Long sills: Full-length, formed steel box-type; (0.1793") HRS AISI 1020.

4.2.5 Bolsters: Front and rear, cover tank long sills. Mid ship, reinforces long sills to tank shell at cross-baffle location.

4.3 ROPS: Rollover protection system, top-mounted, full-length with catwalk between rails. Curb side (RH) rollover rail is air-tight and serves as vapor-recovery conduit. ROPS ends are "open" (un-capped).

4.4 Top of "Diesel Fuel Tank" is coated with non-skid "ship's grip".

4.5 Separators: Full-length steel-backed rubber isolator pads separate "Diesel Fuel Tank" long sills from truck chassis frame rails.

4.6 Ladder: Tubular steel w/ steel grip strut steps and top service platform; Ladder is located at street side front of "Diesel Fuel Tank".

4.7 Manhole(s):

4.7.1 Top-mounted front, (20") diameter w/ (10") hinged and self-latching 'DOT-406' vented fill cover. 'Betts' number PPVL720BXB, or approved equal; Equipped with permanent fluid level marker disk; Accessible from access ladder service platform.

4.7.2 Top-mounted rear, (20") diameter w/ blind cover used as a confined space escape portal. 'Betts' number 8008BXB.

4.8 Outlet: Tank bottom, (3") TTMA sump assembly (Allegheny 40122A), or approved equal.

4.9 Brackets: Tank mounting, structural steel (ASTM A36).

4.10 Fenders: Smooth-steel (0.1046") integrated with "Diesel Fuel Tank"; Design allows easy removal of road debris from between tank shell and fender.

4.11 Testing: "Diesel Fuel Tank" is tested in accordance to 'CFR49 Section 178.345-13' "Pneumatic Test Method". Test records are kept on permanent file following unit completion.

4.12 Fueling tank grounding: The 4200 gallon fueling tank will need to be grounded while operating in electrified territory. This will require that the fuel tank or mounting brackets be positively grounded to the truck chassis, all connections must be welded. A minimum of 4/0 stranded welding cable with 100 volt insulation can be used as the grounding cable, the cable must be flexible and easily manipulated to make a secure connection at the grounding point. In addition to the tank to chassis ground, a cable reel will be attached to the fueling tank or tank frame by welded connection, the reel will be capable of holding a minimum of 30 feet of 4/0 stranded welding cable with 100 volt insulation with a welded connection to the reel. The free end of the cable will have a welded clamp capable of providing a positive connection to either a 2 inch steel flange (catenary structure pole) or to the head of 140#/yard rail. The reel will be placed in a position where it is easily accessible to the operator and will not obstruct any other function relating to the operation of the fuel tank. The contractor is to provide details of how the grounding functions will be accomplished including placement of the tank to chassis ground and the ground cable reel, including all welding details. The grounding system must be capable of providing protection from voltages as high as 230Kv. The contractor must submit the proposed grounding system complete, including but not limited to the cable type, reel type, configuration at the connection point to the tank frame, weld types and details, the type and size of the proposed ground clamp and method of connection to the grounding cable for review and comment prior to starting installation on the vehicle.

4.13 Personnel Grounding Mat: Contractor to also provide with each truck a personal protective grounding mat to protect the operator while dispensing fuel. The mat will be an Equi-Mat grounding mat as provided by Hubble Power Systems or approved equal. The contractor shall make provisions on the truck body or tank frame for a secure storage position for the mat to protect it from transient damage during storage conditions and a connection point for the grounding clamp connection to the truck frame adjacent to the operator fueling controls. The mat will be a size suitable for the fueling activity, minimum size will be approximately 5'-0" by 5'-0". Contractor shall submit his proposed mat supplier with complete specification of the mat if another supplier other than Hubble Power Systems is his choice.

5.0 BODY MOUNTING, SPRING-LOADED

5.1 Isolators: Combination steel-backed rubber pad and composite rubber, full-length of tank. Separates body long sills from truck chassis frame.

5.2 Mounting:

5.2.1 Front: Spring-loaded w/ "H" bracket alignment bracket(s). 'H' brackets control forward/ aft and lateral tank movement during off-road travel. Control springs are pre-tensioned during installation.

5.2.2 Mid ship and rear: Fixed position twin-bolt assemblies. Lateral guide(s), (1) each side, structural steel, prevents side-to-side tank movement.

6.0 EQUIPMENT COMPARTMENT, REAR-MOUNT

6.1 Function: Carries/ protects diesel fuel dispensing equipment.

6.2 Type: Rectangular cross-section w/ sloped floor to capture fluids.

6.3 Catch tank: Fluids drain into holding tank installed under "Equipment Compartment'; Holding tank equipped with fluid level indicator and manual drain valve (1/4 turn) w/ plugged outlet. Tank volume: (20) U.S. gallons.

6.4 Material: Double-sided galvanneal steel w/ structural steel floor reinforcement.

6.4.1 Door: Rear, aluminum roll-up w/ keyed lock; Reinforced end plates for top roller assembly.

6.4.2 Lighting: Interior, (4) each 'Truck Lite' LED; Switched from the truck chassis cab.

7.0 ACCESSORIES

7.1 Lighting: Per current Federal, State, and Local regulations, FMVSS-108; Sealed LED system.

7.2 Power cable: Main, routed from the truck chassis' OEM junction box (or dedicated ECM module), to water-proof junction box installed under the "Diesel Fuel Tank" body'. Deutz multi-pin connector is used at the truck chassis.

7.3 Junction box: Equipped with brass terminal posts, function labeled, SAE/ ATA color-coded, heavy wall thickness for bulkhead threads, and sealed cover (Truck Lite).

7.4 Lamps

7.4.1 Rear: (3) Each side, STOP-TAIL-TURN (Truck-Lite '44'); LED Lamps are grommet-mounted w/ thermal-sealed connectors in a common module. Lamps function as TAILIGHT, BRAKE LIGHT, and TURN SIGNAL.

7.4.2 Two (2) each back-up lamps (clear lens) are installed (1) each side.

7.4.3 Marker lamps: 'Truck Lite' model "35" LED, per FMVSS-108.

7.4.4 License lamp: 'Truck Lite' model "15041" w/ "42722" bracket installed at rear per 'NJT' direction.

7.5 Wiring: (19) Strand brass with vinyl cover held in place by automotive-type harness fasteners and connectors. Installation includes cable entrance fittings, choke seals, wire guards, pipe-to-barb nylon fittings, polyurethane instrument grade tubing.

7.5.1 No splice contacts, etc., where applicable. All wiring is protected against abrasion, salt, capillary action, and physical damage. All wiring bundles are protected by loom.

7.6 Work lamps: (4) each, installed at top, rear of "Equipment Compartment"; (1) each corner; 'Betts' 325503 (12VDC), or approved equal. Work lamps include (20) ampere toggle switch.

7.7 Strobe lamps: (2) each, 'Truck Lite 60290Y' (AMBER) installed in upper rear corners of the "Equipment Compartment". (2) Each, 'Truck Lite 44203Y' (AMBER) installed in front of the truck chassis' front grille. Amber lamps function with a 'Truck Lite' LED flasher unit.

7.8 Light bar: 'Whelen' model L-31HAF (LED), or approved equal installed above truck chassis cab on a bracket attached to the front of the "Diesel Fuel Tank". Branch guard included.

7.9 ID tags: Switch/ control ID tags are engraved plastic. Diesel fuel tank is labeled each side: "DIESEL FUEL ONLY" IN (2") letters. Maximum height: Conspicuously located in the chassis cab stating the maximum height of the "Fuel Service Unit" plus (2"). Letters are (1") high laminated plastic.

7.10 Bumper: Rear, extruded/ formed aluminum, reinforced to truck chassis frame; Certified to 'DOT-406' regulations. Bumper includes fluid drain holes in lower rail.

7.11 Placards: 'Federal DOT' hazardous material identification number '1993'; 'Quickway MPA' modelLBM-126CT (4) Each or approved equal; (1) installed to each side of vehicle.

7.12 Data plate: Permanently attached to the street side front of "Fuel Service Unit"; Includes manufacturer, date of manufacture, manufacturer telephone number, street address, unit serial number, NJT contract number, and NJT purchase order number.

7.13 Instructions: "DRAIN DAILY" installed (2) places on rear bumper for fluid catch tank: White background/ red letters.

7.14 Striping: Reflective safety "red/white" installed around perimeter of rear door frame, each side along length of tank.

7.15 Mud flaps: Rubber, heavy-duty w/ anti-sail brackets.

7.16 Manuals: (2) Set, operation/ parts, ENGLISH only. Parts manual for the body shall include body builder added parts/ components numbers to include OEM part numbers.

7.17 Strobe lamp: (2) Each, Installed at rear of service unit; Recessed "AMBER".

7.18 Reverse alarm: Electronic, 'ECCO' "Smart Alarm" Model SA917or approved equal; Auto adjusts (87) dB to (112) dB.

7.19 Extinguishers: (1) Each, 'Amerex' or an approved equal (20) pound refillable w/ 1A10BC rating w/ visible gauge and mounting bracket. One (1) each, 'Amerex' or an approved equal (2.5) pound refillable w/ 1A10BC rating w/ mounting bracket or approved equals. "NJT" to advise placement of fire extinguishers.

7.20 Flare kit: 'ICC' triangular w/ mounting bracket installed per 'NJT' directive. 'K-D' model 610-4645 w/ 'K-D' model 616-9000 mounting bracket or approved equal.

7.21 Pouch: Documents (Truck Lite 97960) installed per 'NJT' directive (Or approved equal).

7.22 Ground reel: Retractable, with plastic-coated ground cable and ground clamp; Grounded to truck chassis frame.

8.0 HYDRAULIC SYSTEM - CENTRAL

8.1 Type: Gear-type pump, direct-coupled to the transmission power take-off. Powers fuel dispensing system and rail gear.

8.2 PTO: 'Chelsea' heavy-duty w/ hot-shift; Equipped with hour meter. PTO is pressure-lubricated w/ dash-mounted control switch and pilot lamp. Neutral lock-up provides direct mechanical link between the engine and transmission to prevent over-speeding. Gear ratio provides maximum fuel delivery rate(s) with minimum engine speed (RPM).

8.3 The PTO system includes:

8.3.1 Restriction to Neutral Operation Only using a normally open neutral safety switch.

8.3.2 Restriction to PTO Engaged Condition using a normally open PTO limit switch (lever control) or an electrically activated switch.

8.3.3 When switches are simultaneously closed, the circuit is completed and activates a normally closed solenoid valve.

8.4 Reservoir: (30) U.S. gallons, minimum, w/ return oil filtration (10 microns), pump isolator valve, visual fluid level indicator/ thermometer, pump suction strainer w/ flow by-pass.

8.5 Control: Fuel pump, manual hydraulic directional control valve provides infinitely variable fuel pump speed/ fuel delivery. Valve spool is bi-directional motor flow. One direction provides flow rate for high-volume fuel delivery. One direction provides flow rate for low-volume fuel delivery. Individual check valves prevent hydraulic back-flow through opposite section ports. Spool stops are pre-set to prevent exceeding fuel delivery for high and low volume systems. Control valve located in rear "Equipment Compartment".

8.6 Hose: Hydraulic, used permanently crimped fittings; Manufactured by 'Gates or approved equal. Routed under-body with protective nylon sleeve.

9.0 DIESEL FUEL DISPENSING SYSTEM

9.1 Type: Hydraulic-powered fuel dispensing pump provides "high" and "low" flow rates.

9.2 Flow rates: High-flow: (100) GPM at fuel dispense valve outlet.

Low-flow: (0-30) GPM at fuel dispense valve outlet.

9.3 Fuel pump: 'Roper' model 3611-HBRV (2" x 2"), gear-type w/ integral pressure relief valve or approved equal. Direct-coupled hydraulic motor; Equipped with a manual pump chamber drain.

9.4 Manifold: Fuel delivery divider w/ three-port, two-way manual selector valve separating the high-flow hose reel from the low-flow hose reel.

9.5 Filter: Pump discharge, (8) microns w/ spin-on canister and mechanical dirt indicator.

9.6 Separator: Fuel/ water installed between fuel pump and hose reel inlet.

9.7 Flow meter: 'Liquid Controls' model M56 rotary motion w/ air eliminator, inlet strainer (80 mesh), totalizer (9 digit, non-resettable), register (5 digit resettable), back-flow check valve or approved equal, and self-draining air eliminator moisture catch tank. Ticket printer w/ manual crank handle for printing; Meter registers in (1/10) and in U.S. gallons.

9.8 Service hose: High-volume flow: (1-1/2" x 75-0") long w/ 'OPW 1290' automatic shut-off delivery valve/ nozzle. Nozzle minimizes fuel foaming and false shut-off. Inlet hose swivel, 'OPW', two-plane included. 'Hannay' EPJ7528-19-21 electric rewind w/ hose stop or approved equal; Includes (3) way hose rollers, positive drum lock, auxiliary manual rewind, and explosion-proof switchgear and power relay.

9.9 Service hose: Low-volume flow: (1" x 50'-0") long w/ 'Emco-Wheaton 'Posi-Lock 105' w/ threaded adapter to (1" x 50'-0") service hose or approved equal. Hose reel, 'Hannay' N8182526B, or approved equal spring-return w/ hose stop.

10.0 WORKMANSHIP/INSTALLATION

10.1 Electrical

10.1.1 No external splices or plugs shall be accepted; all splices and connections shall be in lamp housings or junction boxes.

10.1.2 All primary wire shall be 14 gauge, BSXL cross-linked polyethylene insulation. All cable shall be jacketed A.T.A. or T.T. M.A. recommended practice quality. A plastic loom shall protect all other wire bundles.

10.1.3 All wiring and cable shall have sufficient slack to allow for expansion and contraction.

10.1.4 All wiring and cable shall be fastened in place every fifteen inches, with heat-resistant, rubber coated fasteners (stick "on" are not acceptable). All holes that the wires pass through shall be rubber grommeted to prevent chaffing.

10.1.5 The entire installation shall be assembled with care to assure a sealed, dry system.

10.1.6 All lights shall be wired in parallel, not in series.

10.2 Welding

10.2.1 All weldments shall be properly designed, utilizing correct specification and controls and shall perform satisfactorily in the service environment for which they were designed. They shall conform to the following American Welding Society (AWS) standards as applicable:

10.2.1.1 Standard Qualification Procedure, AWS B3.0-41.

10.2.1.2 Recommended Practice for Automotive Welding Design, AWS D8.4-61.

10.2.1.3 Standard Qualification of Welding Procedures and Welders for piping and tubing, AWSD10.9-69. All critical welding performed during equipment installation shall be done by an AWS D.1 certified welder with current certification.

10.2.2 All visible welds shall be finished by chipping, grinding, machining, rolling, hammering or any other acceptable means to provide a product with a reasonable appearance that meets the Automotive (Heavy Truck) Industry Standard. No sharp edges.

10.2.3 In order to provide a sound paint job over welds, the contractor shall:

a. Minimize weld spatter.

b. Clean all welded and adjacent areas.

c. Prime all welded surfaces immediately upon cleaning.

10.3 Installation

10.3.1 All installation points (bare metal) shall be primed and painted.

10.3.2 Contractor shall follow all recommended industry installation procedures and directives.

10.3.3 Contractor shall provide installation instructions for all equipment supplied by an equipment manufacturer to NJ TRANSIT at time of inspection for verification of proper installation.

11.0 COATINGS

11.1 Rust Proofing and Undercoating

Chassis and cab shall be warranted against rust and corrosion for a period of no less than five (5) years. Vendor shall present to NJ TRANSIT a written manufacturer's warranty.

11.2 PAINT

11.2.1 The cab and body shall be furnished with a quality, commercial grade finish. All surfaces shall be free of dents, gouges, buckles, surface scale, rust, corrosion and any other surface irregularities and defects. All surfaces shall be cleaned and conditioned in accordance with the paint manufacturer's recommended procedures for base material and final coating application.

11.2.2 The finish color for the cab shall be the chassis manufacturer's OEM urethane pure white. The body, tanks, deck compartment and all accessories on the body shall be painted urethane PPG concept DCC 2785 safety yellow or approved equal. **The specification is changed as follows: Dupont Imron Elite Productive Topcoat paint will be acceptable based on the product data sheet submitted.**

11.2.3 Areas that have received welding shall be prepared with an anti-corrosion wash prior to paint to prevent rust bleed through.

11.2.4 All items mounted below the chassis frame shall be painted a minimum of two (2) heavy coats of gloss black matching the frame/fuel tank from the chassis OEM.

11.2.5 All walkways and any area likely to be stepped on shall be coated with non-slip coarse grain black or gray rhino or American Coating or approved equal lining material.

11.2.6 Hydraulic tank fill cap shall be painted blue with a decal "Hydraulic fluid only" in the vicinity.

12.0 SIGNS, PLACARDS AND DECALS

12.1 All signs on the vehicle used to identify switches/levers shall be laminated engraved plastic or pre-printed black on metal tags.

12.2 All safety items shall be labeled appropriately according to its level of danger

12.3 Fuel tanks shall be labeled: "Diesel Fuel Only" in 2-inch letters.

12.4 A nameplate shall be provided in a location in the cab conspicuous to the driver stating maximum height of vehicle, plus 2". Letters shall be a minimum of one (1) inch high, laminated plastic, or pre-printed black on metal tag.

12.5 Four (4) Quickway model MPA, Flip Placard Model LBM-126CT or approved equal, hazardous placards shall be installed, one each side of vehicle.

12.6 Red and white, 2" wide reflective tape shall be affixed on the rear door frame - top, bottom and side and along the rub rail on both sides of the body

12.7 Listing of Major Components: Manufacturer model number, serial number, and component capacity of major components shall be a placard attached on the body and inside a compartment in an easily accessible place for reference. Also include NJ TRANSIT contract number and purchase order number. Also include the Contractors name and phone number.

12.8 Furnish and place GVWR decals, travel height decals, and payload decals both inside the cab as well as outside on the truck in an appropriate place to be decided during a pre-paint review of the truck progress.

12.9 "Drain and daily" sign shall be placed in two places on the rear bumper drain pan combination in red letter with white background.

13.0 WARRANTY

13.1 Manufacturer shall warrant the vehicle and components against defects in material and workmanship, from date of acceptance by New Jersey Transit, as follows:

Minimum warranties:

Cab/chassis - manufacturer's standard warranty--two (2) year, unlimited mileage, 100% parts & labor. **The specification is changed as follows: A warranty of two (2) years, 100,000 miles is acceptable.**

Front and rear axles and driveline--two (2) year, unlimited mileage, 100% parts & labor. **The specification is changed as follows: A warranty of two (2) years, 100,000 miles is acceptable.**

Transmission – five (5) years, unlimited mileage, 100% parts & labor.

Engine - Eighty four months (84 months), or 250,000 miles, 100% parts & labor for wet liner type engine. The warranty shall include engine electronics, turbo charger, water pump, and fuel injectors.

Engine components to be covered by the Contract:
Engine internally lubricated parts
Fuel transfer pump

Turbocharger
EGR components

Water pump
Engine Electronic parts (i.e. Control System Harnesses and Connectors, IDM, ECM, Power Relays)
Injectors and Connectors

The extended engine warranty shall be applicable to the intended vocational truck application. The warranty shall cover complete engine, all internal major and minor components including mounting hardware and gaskets, with full parts and labor. There shall be no deductibles and shall cover progressive damage and consumables. In addition to internal components of the engine and ECM, the warranty shall cover components such as fuel pump, variable geometry turbocharger, air compressor, vibration damper, water pump, fan hub, EGR cooler valve.

Cab (perforation due to corrosion) and frame rails—five (5) years, unlimited mileage, 100% parts and labor.
Body – Five years (5), 100% parts and labor – including the entire sub structural integrity and rust through.

If manufacturer's standard warranty does not meet the above minimum acceptable warranties, the contractor shall provide extended warranties for the additional coverage.

Additional manufacturer's standard warranties for special components (i.e., transmissions, axles, etc.) that go beyond the above minimum acceptable warranties shall also be provided.

Warranty cards for all major equipment/components shall be provided to the Project Manager no later than two (2) weeks prior to the delivery of the vehicle. All warranty cards shall be filled-out to the extent possible, except for the in-service date.

The warranty period for all components shall begin on the in-service date of the vehicle. At the time of delivery, all manufacturers' warranty cards shall be completely filled in and shall include dealer codes.

13.2 During this warranty period, the vehicle shall maintain its structural and functional integrity. The warranty shall be based on regular operation of the vehicle under the operating conditions prevailing at NJ TRANSIT.

13.3 If NJ TRANSIT detects a defect within the warranty period, it shall promptly notify the contractor's representative. The contractor shall correct the defect within five (5) working days.

13.4 Warranty Document Folder: The primary Contractor shall be responsible to collect all the relevant warranty document including the chassis, power train such as engine, transmission, emission components, air compressor, and all other major accessories on the truck including the fuel and lube tanks. The documents shall be submitted in a folder in a paper format as well as in an electronic format.

14.0 IN-PLANT INSPECTIONS

The contractor shall agree to make provision for in-plant inspections by representatives from NJ TRANSIT at the contractors and subcontractors manufacturing facilities, at any point during the production process, in order to verify timely completion of production milestones, as well as to verify contractor and sub-vendor compliance to these specifications. NJ TRANSIT shall notify contractors and subcontractors three (3) working days prior to each in-process visit. Vendor shall notify NJ TRANSIT at least five (5) days prior to pre-paint and final pre-delivery inspections at the contractor's facility.

15.0 FINAL INSPECTION

NJ TRANSIT shall inspect the equipment prior to acceptance and reserve the right to reject it if it does not meet the specifications set forth herein. Upon rejection, the contractor shall, within five (5) days, make any necessary repairs or modifications to bring the equipment into conformance with the specification.

16.0 TRAINING

16.1 Training Requirements

The contractor shall provide training which ensures that NJ TRANSIT personnel clearly understand the functioning of all of the equipment and become capable of taking any actions necessary for the routine and safe operation, maintenance, and emergency repair of the equipment. One (1) training session shall be provided for the vehicle prior to placing vehicle in-service.

16.2 Number to be trained

16.2.1 Operators--up to four (4) NJ TRANSIT operators are to be trained.
16.2.2 Mechanics--up to three (3) NJ TRANSIT Bus mechanics shall to be trained.
16.2.3 Management--up to two (2) managers shall be trained.
16.2.4 There shall be no more than nine (9) persons in any one class.
16.2.5 The vehicle shall not be placed into service until the users are trained in the proper use of the vehicle and associated equipment.

16.3 Schedule for Training

16.3.1 Training shall begin at the site to be determined by NJ TRANSIT after the vehicles are delivered and working properly.

16.3.2 Hours of training are to be between 8:00 A.M. and 2:00 P.M. unless otherwise specifically permitted by NJ TRANSIT

16.3.3 The Contractor shall complete a follow up training at any assigned NJ TRANSIT location within the 45 days of placing the vehicle into service.

16.4 Instructors

The contractor is responsible for insuring that the instructor(s) teaching these training classes are not only familiar with technical information, but are able to properly utilize Methods of Instruction, training aids, audio visuals, etc. to insure effective presentation both in the classroom and in the garage.

16.5 Number of Training Classes

One (1) training class for operators and management and one (1) class for mechanics.

17.0 MANUALS

17.1 One (1) Operator's manual shall be provided for each vehicle. The intent of the Operator's manual is to provide the operator of each vehicle with a description of the day-to-day operation and routine maintenance of the vehicle and all equipment mounted on it.

17.2 Two (2) complete Service and Parts manuals shall be provided for this contract. The intent of the Service and Parts manuals is to provide NJ TRANSIT mechanics with complete service, parts and operation information on any piece of equipment on the truck. The Service and Parts manual(s) shall include:

17.2.1 Complete (factory) shop repair manual for chassis/cab, body, hydraulic system, air compressor, product dispensing systems including pumps, hose reels, filter/strainers, etc. and lighting.

17.2.2 Complete (factory) Parts microfiche/manual for chassis/cab, body, hydraulic system, air compressor, product dispensing systems including pumps, hose reels, filter/strainers, etc. and lighting.

17.2.3 Parts list of all equipment installed on the vehicle not covered in the OEM manufacturer's parts manual.

17.2.4 Complete electrical and hydraulic schematics for OEM chassis/cab and contractor installed equipment.

17.2.5 Manuals shall be presented to the Project Manager for review no later than two (2) weeks prior to delivery of the first vehicle.

18.0 DELIVERY

Payment for the vehicle shall be subject to the following delivery and acceptance requirements:

18.1 The complete and fully operational first truck shall be delivered to NJ TRANSIT no later than 210 calendar days from the date of NJ TRANSIT's purchase order.

The remaining trucks shall be delivered within 30 days thereafter. The vehicle shall be delivered completely lubricated. All fittings shall be properly greased and all fluid levels shall be topped off. **The specification is changed as follows: The delivery date for the first vehicle of 210 calendar days is revised to 240 calendar days. The delivery of the second vehicle remains 30 calendar days after the delivery of the first vehicle.**

18.2 Vehicle shall be ready to operate with a valid Vehicle Title, commercial NJ State registration, New Jersey license plates, this can be a valid NJ State temporary registration and temporary New Jersey license plate with final registration and license plates delivered within five (5) days and (Ref. "Acceptance") and shall include NJ State Emission and Federal inspection stickers. The cost for the title, commercial registration and plates shall be included in the bid price. **The specification is clarified as follows: The license plates for both vehicles will be commercial plates registered in the State of New Jersey.**

18.3 Vehicle shall be delivered with, at least, one-half tank of fuel.

18.4 Contractor shall deliver the specified vehicle Monday through Friday. No vehicles shall be delivered on Saturdays, Sundays or holidays. Hours of delivery shall be 8:00 a.m. through 3:00 p.m.

18.5 Dealer's and equipment manufacturer's name (advertisement) shall not appear on any vehicle delivered to NJ TRANSIT. Serial number plates (riveted/screwed) and embossed in metal company logos shall be acceptable.

18.6 The vehicle shall not be deemed "Accepted" until all items in the specification are fully met and a reasonable amount of additional time has been allowed for NJ TRANSIT to perform the "Acceptance" inspection.

18.7 Delivery shall be determined by signed receipt of NJ TRANSIT's designated agent at the point of delivery.

18.8 The point of delivery shall be FOB destination:

NJ TRANSIT Non-Revenue Shop
601 Doremus Avenue
Newark, New Jersey 07105

19.0 ACCEPTANCE

NJ TRANSIT acceptance shall be based upon the following:

19.1 Vehicle inspection in compliance with this specification, including materials and workmanship.

19.2. Road test for performance.

19.3 Satisfactory operation of all equipment.

19.4 Delivery and acceptance of all manuals.

19.5 Delivery and acceptance of all engineering layouts and schematics.

19.6 Delivery and acceptance of the following documentation:

A. Vehicle warranty
B. Rustproofing warranty
C. Unit weight distribution certification for a fully equipped vehicle assuming three (3) people, full fuel tanks, and 15,000 pounds of payload distributed on the body.
D. Written proof of service per spec.
E. Factory-certified bare chassis (as built) weight - front, rear and total, for each truck.
F. Certified weight slip for completed vehicle - front, rear and total, for each truck.

19.7 "Chassis –Cab Manufactured by" sticker installed by the original manufacturer and a "Manufactured by" sticker installed by the body builder shall be affixed to the vehicle as required by 49 CFR, Chapter 5, § 567 and §568.

19.8 Completion of training program to include the chassis and all equipment and the new DPF equipped engine.

19.9 Contractor secured title, commercial registration and plates for commercial rate, 80,000 GVWR made out to:

New Jersey Transit Flt Services
One Penn Plaza East
Newark, NJ 07105-2246
Corp Code (DL): 59947 79010 71055

19.10 Four (4) complete sets of keys including all tool boxes and lockers etc. for each truck, each set on a separate key ring.

19.11 The Specification is changed as follows: The primary contractor shall provide warranty service to vehicles with-in a 100 mile radius from the Newark Non-Revenue Shop. If the Contractor's facility is beyond the stipulated distance, then the Contractor shall make alternate arrangement to provide service such as an authorized dealer of the chassis or the equipment mounted on the vehicle or a mobile service workshop authorized by the Contractor. Warranty service shall be available on a priority basis with 24 hours of reporting a problem or failure. The warranty facility or alternate arrangement shall be in place and documents sent to NJ TRANSIT before the contract is awarded to the responsive bidder.

20.0 PAYMENT:

NJ TRANSIT shall make the following progress payments.

20.1 Fifty percent (50%) of the vehicle price listed on Bid Price Sheet upon verifiable proof of the receipt of the chassis at the Contractor's or the body builder's facility. A copy of the chassis manufacturer's certificate of origin shall be sent to the project manager along with an invoice for the progress payment.

20.2 Forty five percent (45%) of the vehicle price listed on Bid Price Sheet upon delivery and acceptance of the vehicle at NJ TRANSIT

.20.3 Remaining five percent (5%) of the vehicle price listed on Bid Price Sheet upon acceptance and after 45 calendar days of the vehicle being placed in satisfactory service at NJ TRANSIT.

ATTACHMENT A

FUEL TRUCK FOR EMERGENCIES

PROPOSED COMPONENT LIST

COMPONENT	MANUFACTURER	MODEL NUMBER
Chassis and Cab		
Engine		
Transmission		
Body		
Fuel Tank		
Hi-Rail Gear		
Body and equipment installer name and address.		
Strobe Light		
Others, listed below		

ATTACHMENT B

§ 214.523 Hi-rail vehicles

(a) The hi-rail gear of all hi-rail vehicles shall be inspected for safety at least annually and with no more than 14 months between inspections. Tram, wheel wear, and gage shall be measured and, if necessary, adjusted to allow the vehicle to be safely operated.

(b) Each employer (NJ TRANSIT) shall keep records pertaining to compliance with paragraph (a) of this section. Records may be kept on forms provided by the employer (NJ TRANSIT) or by electronic means. The employer (NJ TRANSIT) shall retain the record of each inspection until the next required inspection is performed. The records shall be made available for inspection and copying during normal business hours by representatives of FRA and States participating under part 212 of this chapter. The records may be kept on the hi-rail vehicle or at a location designated by the employer (NJ TRANSIT).

(c) A new hi-rail vehicle shall be equipped with:

(1) An automatic change-of-direction alarm or backup alarm that provides an audible signal at least three seconds long and distinguishable from the surrounding noise; and

(2) An operable 360-degree intermittent warning light or beacon mounted on the outside of the vehicle.

(d)(1) The operator of a hi-rail vehicle shall check the vehicle for compliance with this subpart, prior to using the vehicle at the start of the operator's work shift.

(2) A non-complying condition that cannot be repaired immediately shall be tagged and dated in a manner prescribed by the employer and reported to the designated official.

+(3) Non-complying automatic change-of-direction alarms, backup alarms, and 360-degree intermittent warning lights or beacons shall be repaired or replaced as soon as practicable within seven calendar days.

ATTACHMENT C

FUEL TRUCK FOR EMERGENCIES
DELIVERABLES

#	Item	Time of Submission	Specification Reference	Comments
1	Proposed component list	Part of the request for changes Package, before the bid	Section 1.0 Attachment "A"	The list shall include major Component mfg. name and model number
2	Two complete set of layout drawings, weight distribution analysis showing actual weight of the vehicle and available payload capacity	Within 30 calendar days of NJ TRANSIT purchase order to the primary Contractor	Section 1.0	Engineering drawing "D size to a scale of ½"= 1 foot.
3	Truck performance analysis	Prior to ordering chassis, within 30 calendar days of NJ TRANSIT purchase order	Section 1.0	
4	Copy of the sales order, complete set of sales data on major components	Within 30 days of NJ TRANSIT purchase order to the primary Contractor	Section 1.0	
5	Submit a detailed production schedule, and a timeline	Within 30 days of NJ TRANSIT purchase order to the primary Contractor	Section 1.0	
6	Approved equal components	Prior to bid date, during request for change period as stated in the IFB documents	Section 1.0	
7	Request for changes	Prior to bid date, as stated in the IFB documents	IFB boiler plate and Section 1.0	Opportunity for the Contractors to request changes or to present alternatives
8	Copy of the certificate of origin of the chassis and an invoice	After the chassis has arrived at the bodybuilder's location	Section "Payment"	Required for the first progress payment
9	In-Plant inspection, Milestone inspection and Pre-paint inspection, line set ticket	As requested by NJ TRANSIT	Section"Inspection"	Fully functional equipment with all major components in place shall be presented. Exceptions shall be items for which mounting locations to be

#	Item	Time of Submission	Specification Reference	Comments
				determined by NJ TRANSIT.
10	Training for the operators, mechanics and management.	As requested by NJ TRANSIT, within one week of delivery	Section" Training"	Second progress payment
11	Manuals, schematics, in paper and electronic format. The parts manuals shall include original manufacturer's part numbers for all major components and purchased items.	One set to the project manager two weeks prior to delivery and two more sets at the time of delivery of the vehicle(s)	Section" Manuals"	
12	Completed, and fully functional vehicle	Within 210 calendar days of purchase order unless authorized by NJ TRANSIT	Section "Delivery"	Second progress payment
13	Registration, safety inspection stickers, warranty, bare chassis and completed vehicle weight, individual axle weights, certified weight ticket	Time of delivery, within 210 days for vehicle 1 /240 days for vehicle 2 of purchase order unless authorized by NJ TRANSIT	Section "Acceptance"	Second progress payment
14	Original title, registration, cab card, three sets of keys per vehicle	Time of vehicle delivery, and the final registration and license plates within a week after the delivery of the vehicle(s)	Section "Acceptance"	Second progress payment
15	Final engineering drawings, two sets	Within 30 days of delivery of the vehicle(s)	Section "Acceptance"	The drawings shall show final as built views of the vehicle with detailed bill of material. Required for final payment
16	Follow-up training	Between 30 and 45 calendar days of initial training on the truck. The follow-up training shall be at the user's operating location.	Section "Training"	Required for final payment
17	Warranty Documents	Training	Warranty	Required for final payment