

EXHIBIT 3
NON-COLLUSION AFFIDAVIT

STATE OF PA:

COUNTY OF BLAIR:

I, Rocky Pacifico of the City of Tipton, PA in the County
of BLAIR and the State of PA of full age, being duly
sworn according to law on my oath depose and say that:

I am Rocky Pacifico Customer Service Mgr of the firm of
ORX the Bidder making the Bid for
the above-named project, and that I executed the said Bid with full authority so to
do; that said Bidder has not, directly, entered into any agreement, participated in any
collusion, or otherwise taken any action in restraint of free, competitive bidding in
connection with the above-named project; and that all statements contained in said
Bid and in this affidavit are true and correct; and made with full knowledge that NJ
Transit Corp. relies upon the truth of the statements contained in said Bid and in the
statements contained in this affidavit in awarding the Contract for the said project.

I further warrant that no person or selling agency has been employed or
retained to solicit or secure such Contract upon an agreement or understanding for
a commission, percentage, brokerage or contingent fee, except bona fide employees
or bona fide established commercial or selling agencies maintained by

ORX
(Name of Contractor)

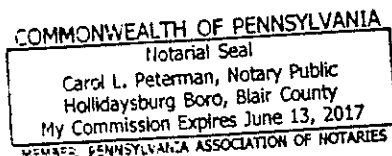
Signature *Rocky Pacifico*
Type or Print Name Rocky Pacifico

Subscribed and sworn to before me this

1ST day of July, 2013.

Carol L. Peterman
Notary Public of

My commission expires _____, 20__.



5. The Contractor warrants and affirms that during the RFP or IFB process for the contract with NJ Transit it has and shall promptly report in writing to NJ Transit every instance that comes to the Contractor's attention and knowledge regarding any member of NJ Transit's Board of Directors, officer or employee of NJ Transit who has solicited or asked Contractor to provide gifts, gratuities, benefits, inducements, meals (other than *de minimis* valued snacks such as coffee, tea, soda, pretzels, cookies, or similar non-meal items), entertainment or any other thing of value or favors of any kind or has made any solicitation or request, directly or indirectly, for employment with or through the Contractor.

6. The Contractor acknowledges and accepts that for breach or violation of the foregoing warranties and affirmations, NJ Transit shall have the discretion and legal right to disqualify Contractor from bidding or proposing for a contract between the Contractor and NJ Transit.

ORX

(Print Name of Contractor)

Rocky Pacific

(Signature of Authorized Principal or Officer)

Rocky Pacific
CUSTOMER SERVICE Mgr.

(Print Name and Title of Signatory)

Sworn to and Subscribed to before me, this 1ST day of
July, 2013.

Carol L. Peterman

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Carol L. Peterman, Notary Public
Hofidaysburg Boro, Blair County
My Commission Expires June 13, 2017

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

EXHIBIT 4

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Required for Contracts Over \$25,000

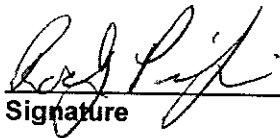
Instructions for Certification

- 1. By signing and submitting this bid or proposal, the prospective lower tier participant* is providing the signed certification set out below.**
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, NJ TRANSIT may pursue available remedies, including suspension and/or debarment.**
- 3. The prospective lower tier participant shall provide immediate written notice to NJ TRANSIT if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.**
- 4. The terms "covered transaction", "debarment", "suspended", "ineligible", "lower tier covered transaction", "participant", "persons", "lower tier covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 20]. You may contact NJ TRANSIT for assistance in obtaining a copy of those regulations.**
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by NJ TRANSIT.**
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.**

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, NJ TRANSIT may pursue available remedies including suspension and/or debarment.

Exclusion - Lower Tier Covered Transaction

- (1) The prospective lower tier participant certifies by submission of this bid or proposal, that neither it nor its principals [as defined at 49 CFR 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.


Signature

Rocky Pacifico
CUSTOMER SERVICE MANAGER
Print Name & Title

EXHIBIT 5

INELIGIBLE CONTRACTORS CERTIFICATE

ORX (Name of Company), hereby 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.

Company

ORX

By:

[Signature]

ROCKY PACIFICO

Title

CUSTOMER SERVICE MGR.

Date:

6-28-2013

EXHIBIT 7

P.L. 1975, C. 127 (N.J.A.C. 17:27) MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the American with Disabilities Act.

The Contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The Contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

Once the successful bidder/proposer is identified, NJ TRANSIT will need from the contractor, to whom the contract is awarded, one (1) of the following:

- a. A photocopy of the valid letter from the office of Federal Contract Compliance Programs if the contractor has a Federal Affirmative Action Plan Approval; or
 - b. A photocopy of the Certificate of Employee Information Report if the contractor has one; or
 - c. If the company has none of the above, NJ TRANSIT has to provide the contractor with a Affirmative Action Employee Information Report, A.A.
2. The appropriate Affirmative Action document must be submitted by the seventh (7th) day after the notification of intent to award a contract. NJ TRANSIT as a public agency may extend the time period to the fourteenth (14th) calendar day. If by the fourteenth (14th) calendar day the contractor does not submit the affirmative action document, NJ TRANSIT must declare the contractor as being non-responsive and award the contract to the next lowest bidder.

EXHIBIT 11

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

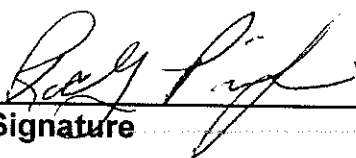
The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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


Signature


Title of Authorized Official

EXHIBIT 12

AFFIDAVIT OF COMPLIANCE NJ TRANSIT'S CODE OF ETHICS FOR VENDORS AND STATE OF NEW JERSEY ETHICS LAWS

I, Rocky Pacifico (name of individual),
executing this document on behalf of the undersigned company, partnership,
corporation, or entity hereinafter referred to as "Contractor", presently seeking to
do business with NJ Transit by way of a Request for Proposals ("RFP") or Invitation
for Bids ("IFB"), hereby warrant and affirm to NJ Transit as follows:

1. I warrant and affirm that Contractor has received a copy of NJ Transit's Code of Vendor Ethics and that I have read and studied this document and distributed this document to all of Contractor's personnel involved in seeking to do business with NJ Transit and required said personnel to fully read this document. In addition, I further warrant and affirm that Contractor has received from NJ Transit a document entitled "Important Notice to All Contractors and Consultants" and that I have read and studied this document, including the page setting forth various New Jersey statutory provisions, and that Contractor has distributed this document to all of Contractor's personnel involved in seeking to do business with NJ Transit and required said personnel to fully read this document..

2. Contractor warrants and affirms that it has issued written instructions to all of Contractor's personnel involved in seeking to do business with NJ Transit instructing and requiring same to strictly adhere to the Contractor's responsibilities as set forth in NJ Transit's Code of Vendor Ethics and in the "Important Notice to All Contractors and Consultants".

3. Contractor warrants and affirms that during the bidding or proposal process for the contract with NJ Transit, no gratuities or other inducements have been offered or given or will be offered or given in any form including gifts, gratuities, benefits, inducements, meals (other than *de minimis* valued snacks such as coffee, tea, soda, pretzels, cookies, or similar non-meal items), entertainment, or any other thing of value or favors of any kind to any member of NJ Transit's Board of Directors, officer or employee of NJ Transit.

4. The Contractor warrants and affirms that during the RFP or IFB process for the contract with NJ Transit, Contractor has not and will not make any offers of employment to any member of the NJ Transit Board of Directors, officer or employee directly involved with this contract or solicit or interview therefor, directly or indirectly, without first seeking and obtaining written approval from NJ Transit's Ethics Liaison Officer.

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 ORX 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.

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. The decision on the approved equal will be rendered by NJ Transit 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.

Standard G&S

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7. Assignment

This Contract shall not be assigned by the Contractor 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 and any subcontractor agree that any taxes to be paid as a result of this Contract will be paid by the Contractor and any subcontractor 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

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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. Such price adjustment may be audited by NJ Transit.

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 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

The Contractor's performance may be terminated by NJ Transit 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. The costs of such work shall be paid for by NJ TRANSIT. 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 8.

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 Rocky Pacifico
 Title CUSTOMER SERVICE MGR.
 Address ONE PARK AVE, TOWSON, PA 11204
 Phone 814-684-8484

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 thereto, and the provisions set forth in Exhibit 6 are hereby made a part of this Contract.

The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or affectional or sexual orientation. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin, or affectional or sexual orientation. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.

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 Small 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 small business enterprises and will use its best efforts to insure that such business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Contract.

The Contractor shall fully comply with N.J.A.C. 17:14-1.1 et seq. and the requirements and provisions set forth in the New Jersey Transit Corporation SBE Requirements for Procurement Activities, annexed hereto and made a part hereof to ensure that Small Business Enterprises (SBE) have the opportunity to participate in the performance of this contract.

25. 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.

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 and the State of New Jersey to inspect and photocopy all project work, materials, payroll, and all data and records of the Contractor relating to its performance and its subcontracts under this Contract from the date of the Contract and for five 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 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.

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 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.

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.
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Comprehensive Automobile damage Liability	\$5,000,000 per occurrence for bodily injury and property
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Workers Compensation	As required by law.
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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 P.L.2004,c, 57, 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 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 Contractor 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, pursuant to N.J.S.A. 14A:4-1 et seq., 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. **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.

34. **Source Disclosure Requirements -N.J.S.A. 52:34-13.2**

Under N.J.S.A. 52:34-13.2, effective August 3, 2005, all contracts primarily for services awarded by NJ TRANSIT shall be performed within the United States, except when the Contracting Officer certifies in writing a finding that a required service cannot be provided by a Contractor or Subcontractor within the United States and the certification is approved by the Executive Director.

All Bidders seeking a contract primarily for services with NJ TRANSIT must disclose the location, by country, where services under the contract, including subcontracted services, will be performed.

If any of the services cannot be performed within the United States, the Bidder shall state with specificity the reasons why the services cannot be so performed. NJ TRANSIT's Contracting Officer shall determine whether sufficient justification has been provided by the Bidder to form the basis of his certification that the services cannot be performed in the United States and whether to seek the approval of the Executive Director.

Accordingly, the Bidder should submit with its bid the attached Source Disclosure Certification form. If the information is not submitted with the bid, it shall be submitted within five (5) business days of NJ TRANSIT's request.

Failure to submit sourcing information when requested by NJ Transit shall preclude award of a contract to the bidder.

BREACH OF CONTRACT FOR SHIFT OF SERVICES OUTSIDE THE UNITED STATES

A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF CONTRACT.

If, during the term of the Contract, the Contractor or Subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of the services outside the United States, the Contractor shall be deemed to be in breach of its Contract, which Contract shall be subject to termination for cause pursuant to Article 2.5 of the General Provisions For Construction, unless previously approved by the Contracting Officer and the Executive Director.

35. 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.

- b) 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 of 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.

36. 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 4).

37. Exhibits

Exhibits 1,3,4,6,7,8, 9, 10 and 11, 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

Gary Perch
Typed Name

Secretary
Typed Title

By: Signature

Rocky Pacific
Typed Name

CUSTOMER SERVICE Mgr.
Typed Title

NEW JERSEY TRANSIT CORPORATION

ATTEST:

Signature

By: Signature

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

John T. Hoffman
~~Jeffrey S. Chiesa~~
Acting Attorney General of New Jersey

By: 
Deputy Attorney General

10/4/13

NJ TRANSIT RAIL OPERATIONS	TECHNICAL SPECIFICATION	
Control No.: LOTS - 0108	Revision: 0	Date:
PRODUCT DESCRIPTION: Gearbox Inspection and Overhaul / Arrow III Cars		

APPROVALS

<u>Title</u>	<u>Signature</u>
Director Quality Assurance	D. Murthy
Director Technical Services	J. D'Andrea
Superintendent Cars	G. Violano
Senior Director QA / Technical Services	F. D'Angelo
General Superintendent Equipment MMC	T. Rutkowski

The user of any printed copy of this controlled document is responsible for verifying that it is the current version prior to use. The current version is available on the NJ Transit network; on the "N" drive in the folder "QA Mech," and may be accessed by any network computer.

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1.0 PURPOSE

1.1 This specification is intended to provide NJ Transit Rail Operations with an overall description of the ARROW III gearbox systems, to be applied to the ARROW III fleet. The overhaul, operation, installation, and arrangement shall comply with 49 Code of Federal Regulations (CFR) and American Public Transportation Association (APTA) Standards, and shall be in accordance with Quality Standard ISO 9001:2008 or equivalent.

1.2 The overhaul will also comply with all applicable AGMA standards.

2.0 SCOPE

2.1 This specification outlines and provides criteria for inspection and overhaul, of the gearbox systems on NJ Transit Rail Operations' ARROW III fleet.

3.0 QUANTITY

3.1 The vendor shall supply overhauled gearbox units to support the NJT fleet of ARROW III cars.

4.0 TECHNICAL SPECIFICATION

4.1 RECEIVING INSPECTION

All inspections shall be conducted in accordance with an approved procedure detailing acceptance and /or rejection criteria and all measured dimensions shall be recorded and compared to the required dimensions. Where the Contractor does not have facilities for all inspections he shall arrange for inspections to be conducted by an approved sub-contractor or testing authority. Dimensions, which are not within the tolerance specified by the original equipment manufacturer, shall be cause for rejection of the component.

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4.2 VISUAL INSPECTION

Details of external damage and missing components shall be recorded before stripping of the gearbox. The level on the dipstick shall be recorded and the oil drained. An oil sample shall be taken and a debris analysis made. Upon completion, the results shall be forwarded to the engineer. If required by the engineer, visually inspected components which are obviously damaged beyond repair shall be segregated by the Contractor and the Engineer for further investigation by the Contractor to determine the cause of failure.

4.3 CLEANING

Prior to stripping, the gearbox shall be separated from the motor and coupling and the external surfaces cleaned by a suitable means to remove all grease, oil, paintwork, and foreign matter. Any openings into the gearbox shall be closed by a suitable means.

4.4 DISMANTLING

4.4.1 MEASUREMENT BACKLASH GEARING, BEARING SETTING.

Prior to disassembly, measurements of clearance and bearing settings shall be performed. This information shall be recorded in overhaul document as required. The gearbox upper half shall be removed, the gears checked for damage, contact marking (by the permanent marking media) and backlash. The results shall be recorded.

If necessary the internals shall be removed and bearings taken off the shafts in such a manner that damage to the shaft is minimized. Wheels shall be left on the shaft where there is no cause for them to be removed. Where it is necessary to remove a wheel from its shaft it shall be done in such a manner that damage to the shaft and hub bore is minimized.

4.5 INSPECTION

4.5.1 GEARS

Gears shall be inspected for damage, wear, pitting, scuffing, span diameter over the teeth and plastic flow. Where gears are found to be acceptable and fit for further use they shall be subjected to MPI, which shall be in accordance with the requirements of NJ Transit Specification TBS. Defects found by MPI shall be cause for rejection. Where a wheel has been removed from its shaft the bore shall be inspected dimensionally and for scuffing.

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4.5.2 SHAFTS

Shafts shall be checked for straightness, damage, wear and plastic flow. Where gears are found to be acceptable and fit for further use they shall be subjected to MPI, which shall be in accordance with the requirements of NJ Transit Specification. Defects found by MPI shall be cause for rejection.

Keyways shall be inspected for damage.

Keys shall be inspected for damage and if necessary replaced.

Splines shall be inspected for wear and damage and shall be subjected to MPI or ultrasonic testing. NDE shall be conducted in accordance with the requirements of NJ Transit Specification.

4.5.3 GEARCASE

Gearcases shall be inspected against the original equipment manufacturers drawing for bore misalignment, distortion, cracks and damage. All machined areas and dowels shall be inspected for damage and wear.

4.6 COMPLETE INSPECTION REPORT

The results of all re-inspections and tests shall be recorded.

The following information shall be specified on every invitation to tender, contract or order:

- Title, number, date, and issue of this specification
- Absorbed power
- Input speed
- Whether the contractor is required to replace bearings with a particular make of bearing
- Whether or not the Contractor shall deliver the reconditioned box filled with oil.

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4.7 PREPARATION FOR RE-ASSEMBLY, REPLACEMENT OF WORN PARTS.

The replacement of the following shall be mandatory:

- Seals and 'O' rings
- Locknuts
- Split pins
- Tab washers
- Spring washers
- Sealants and gaskets

Where it will not create an adverse effect of any nature, minor surface defects may be dressed out by grinding and blending in. Such repairs shall be approved prior to the commencement of work. Where components are built up by a welding process, the procedure and supporting documents shall be approved prior to the commencement of work.

Gearboxes shall be restored to their original OEM specification, condition, and performance unless otherwise approved.

All new components shall comply with the requirements of the original equipment manufacturer. NJ Transit must inspect and remove the use of non-OEM components.

New gears and pinions and bevel wheels and pinions shall comply with the requirements of an approved national standard (e.g. BS 436, DIN 3990, and AGMA 2001 - B88).

4.8 ASSEMBLY & ADJUSTMENT OF BEARING SETTINGS.

All bevel wheels and pinions and worm wheels and worms shall be installed as matched and lapped sets with hard markings indicating that both parts comprise a set. The markings shall be recorded on the quality plan. The Contractor shall ensure that the reconditioning job number is hard stamped on a non stressed area of each major component. Each component shall be cleaned and degreased.

4.8.1 INTERFERENCE FITS

Interference fits heating by direct flame shall not be permitted.

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4.8.2 BEARINGS

Bearings shall be heated to a maximum temperature of 110°C, by a means approved by the bearing manufacturer, to facilitate placement on the shaft.

4.8.3 GEAR UNITS

All gear units shall be assembled in the bottom half of the gearbox, the mating halves coated with sealant and the top half bolted in position.

4.8.4 ACCUMULATED BACKLASH

Accumulated backlash shall be checked and the results recorded,

4.8.5 ENDPLAY

Endplay of all shafts shall be measured and recorded.

4.8.6 CONTACT MARKING

Contacting marking shall be checked between all wheels, pinions and bevels. The results shall be recorded

4.8.7 PERMANENT CONTACT MARKING MEDIA

Permanent contact marking media shall be applied to all gears and pinions. The marking media shall be applied to three sets of two teeth at 120° on both sides of the teeth.

4.8.8 OIL FILLER AND STRAINER

New oil fillers and strainers shall be fitted to OEM specifications.

4.8.9 LUBRICATION

When all testing has been completed, the gearbox shall be filled, unless otherwise specified by the Engineer, with a lubricant, which complies with the requirements of the OEM specification. A tag with the message "CHECK OIL LEVEL PRIOR TO INSTALLATION" shall be applied to the gearbox unit. Filled with (brand, type) is ok on (Date).

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4.9 NO-LOAD TEST

Where an oil pump is fitted it shall be tested for adequate flow and pressure. The gearbox shall be run under no load for a minimum of two hours in the normal running direction at the operating input speed. Vibration levels shall be in accordance with the requirements of AGMA 6000-1396 BS 7676. The following shall be recorded every 30 minutes:

- Ambient temperature
- Vibration levels
- Oil temperature increase
- Bearing temperature increase
- Details of leaks

All tests and inspections shall be conducted in accordance with approved acceptance/rejection criteria and all results recorded.

4.10 PAINTING

Corrosion protection of the external surfaces of the gearbox shall be in accordance with the requirements.

4.11 DOCUMENTATION

The following documentation shall be provided to NJ Transit in electronic and paper format (all documentation shall be required prior to installation):

4.11.1 Traveler/Inspection Records.

4.11.2 Qualification Test Procedure & Reports to prove the design meets or exceeds the requirements of the OEM specification.

4.11.3 Routine Test / Quality Check Procedure that will be performed on each production unit.

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4.12 MARKINGS

When the gearbox is shipped without lubricating oil a label shall be attached in a prominent position and shall contain the wording:

"NO OIL IN THIS UNIT - DO NOT RUN UNTIL FILLED".

A metal plate shall be permanently attached next to the original OEM plate, and shall contain the following information:

- The Contractor's name or logo
- Mine Unique Number if requested
- The gearbox serial number
- The date of reconditioning
- The grade and type of oil to be used
- The oil capacity of the box

5.0 PROVISIONS

- 5.1 The vendor shall be registered with the NJ Transit Quality Assurance Department's approved supplier list.
- 5.2 The quality standard level assigned to this specification is ISO 9001-2008 or equivalent standard.
- 5.3 The first two gearboxes will be subject to a joint inspection with NJ Transit Technical Services representative, to validate the overhaul specifications and procedures. The meetings will also confirm the scope of "Mandatory Work" and "Extra Work," as listed.
- 5.4 The vendor will be required to deliver to NJ Transit within thirty days from the date of shipment.
- 5.5 The vendor shall be required to return all parts removed to NJ Transit. If gearbox is found to be defective, it must be returned to NJ Transit.
- 5.6 Each overhauled gearbox shall be fully tested by the vendor before shipment to ensure it is complete and meets the specification requirements.
- 5.7 All work performed on wheels and axles shall comply with NJ Transit specifications and be certified to meet the AAR M1003 Standard.

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6.0 QUALITY ASSURANCE

- 6.1 The Vendor is responsible for the performance of all inspection requirements. Except as otherwise specified, the Vendor may utilize the facilities of its supplier or any commercial laboratory approved by the Engineer. The Quality Level assigned to this bid is ISO 9001-2008. Successful bidders must be registered on NJTRO's Approved Supplier List.
- 6.2 NJ Transit reserves the right to inspect product at source and sub supplier locations to ensure compliance to specification.

7.0 SHIPPING

- 7.1 Packaging Instructions: The successful Vendor shall supply the overhauled gearboxes to New Jersey Transit Rail Operations (NJTRO) on suitable pallets designed to hold and transport the PL42 gearbox units. All exposed machined surfaces of the gearbox shall be suitably protected against damage and corrosion during transportation and storage.

The Gearbox shall be packed so as to prevent brandling of the bearings during shipment.

Scraps and replacement parts shall be returned to NJ Transit if requested.

The overhaul package: containing all certification and records of work performed, shall be forwarded to the Engineer.

The overhaul package shall contain but shall not necessarily be limited to:

- External visual inspection report
- Details of all recorded measurements
- List of components replaced
- Quality plans
- Failure report for the gearbox as received
- All test, inspection, and analysis reports detailed in Section 6.0

- 7.2 Inside the box/crate: Each type of hardware shall be individually identified on a packing slip and packed in a sealed box with part numbers and quantity.

- 7.3 Material shall be shipped to the following address.

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New Jersey Transit Rail Operations
General Supervisor, Materials
1148 Newark Turnpike, Kearny N.J. 07032

- 7.4 Upon Delivery Notify: To be determined once contract is awarded.
- 7.5 Scrap and replacement parts shall be returned to NJ Transit if requested.
- 7.6 The overhaul package: containing all certification and records of work performed, shall be forwarded to the Engineer.

The overhaul package shall contain but shall not necessarily be limited to:

- External visual inspection report
- Details of all recorded measurements
- List of components replaced
- Quality plans
- Failure report for the gearbox as received
- All test, inspection, and analysis reports detailed in Section 6.0

8.0 WARRANTY

All components shall be warranted for a period of one year from installation and acceptance against material defects and/or workmanship.

Engineering changes shall include correction to all assemblies including those assemblies for which the warranty period has expired. The Contractor's quality plans and procedures shall be approved prior to repair or reconditioning activities commencing. In the event of failure on a single component, and if the rate of such failure reaches five percent (5%) of the population during any twelve (12) month warranty period, the contractor shall provide repairs, adjustments or re-design and replace at no cost to NJ Transit on one hundred percent (100%) of the components concerned, not just the failed component. Such corrections shall be to the satisfaction of NJ Transit. Payment for any additional labor cost associated with these failures shall be the responsibility of the vendor.

NJ Transit reserves the right to inspect the product upon receipt. Where NJ Transit has reasonably determined that shipments or partial shipments fail to meet any part of this specification, NJ Transit reserves the right to reject and return the components to the manufacturer at no cost to NJ Transit.

NJ TRANSIT RAIL OPERATIONS	TECHNICAL SPECIFICATION	
Control No.: LOTS - 0108	Revision: 0	Date:
PRODUCT DESCRIPTION: Gearbox Inspection and Overhaul / Arrow III Cars		

9.0 REFERENCE DOCUMENTS

DEFINITIONS

For the purpose of this specification the following definitions shall apply:

AGMA: American Gear Manufacturers Association
 APPROVED: Approved by the Engineer in writing
 BS : British Standard
 DIN : Deutsches Institut für Normung
 IC: Inductively Coupled Plasma
 MPI: Magnetic Particle Inspection
 NDE: Non-destructive examination
 DS: NJ Transit Specification
 ENGINEER: The Consulting Mechanical and Electrical Engineer, or his technical representative appointed in writing.

APPENDIX A: RECORD OF AMENDMENTS

- **INDEX OF AGMA STANDARDS AND INFORMATION BY NUMBER**
2002-B88 Tooth Thickness Specification and Measurement
- **INDEX OF AGMA STANDARDS AND INFORMATION BY TOPIC**
- **DRIVE COMPONENTS**
ANSI/AGMA 6113-A06 Standard for Industrial Enclosed Gear Drives (Metric)
- **INSPECTION AND TOLERANCES**
 - AGMA 915-1-A02 Inspection Practices- Part1: Cylindrical Gears –Tangential Measurements
 - AGMA 915-2-A05 Inspection Practices- Part2: Cylindrical Gears- Radial Measurements
- **MATERIALS**
 - AGMA 923-BO5 Metallurgical Specifications For Steel Gearing
 - AGMA 938-A05 Shot Peening of Gears
 - ANSI/AGMA 2004-C08 Gear Materials, Heat Treatment and Processing Manual
- **RATING:SPUR, HELICAL AND BEVEL GEARS**
 - AGMA 925-A03 Effect of Lubrication on Gear Surface Distress
 - AGMA 932-A05 Rating the Pitting Resistance and Bending Strength of Hypoid Gears

NJ TRANSIT RAIL OPERATIONS	TECHNICAL SPECIFICATION	
Control No.: LOTS - 0108	Revision: 0	Date:
PRODUCT DESCRIPTION: Gearbox Inspection and Overhaul / Arrow III Cars		

- **SOUND AND VIBRATION**
 - ANSI/AGMA 6000-B96 Specification for Measurement of Linear Vibration on Gear Units
- **FOREIGN METRIC GEAR STANDARDS**
 - BS436 PT 1 1987 Spur and Helical Gears- Basic Rack Form, Pitches and Accuracy (Diametral Pitch Series)
 - BS436 PT 2 1984 Spur and Helical Gears- Basic Rack Form, Modules and Accuracy (1 to 50 Metric Module)
 - BS 436 PT 3 1986 (Parts 1 and 2 Related but not Equivalent with ISO 53, 54, 1328, 1340 and 1341) Spur Gear and Helical Gears- Method for Calculation of Contact and Root Bending Stresses, Limitations for Metallic Involute Gears.
- **REFERENCE OF EQUIVALENT NATIONAL STANDARD (TC60/SC 2/WG 6)**
 - DIN 3990-1 1987 Calculation of the Load Capacity of Spur and Helical Gears- Part 1: Basic Principles, Introduction and General Influence Factors
 - DIN 3990-2 1987 Calculation of the Load Capacity of Spur and Helical Gears- Part 2: Calculation of Surface Durability (Pitting)
 - DIN 3990-3 1987 Calculation of the Load Capacity of Spur and Helical Gears- Part 3: Calculation of Tooth Bending Strength
 - DIN 3990-6 1984 Calculation of the Load Capacity of Spur and Helical Gears- Part 6: Calculation of Service Life under Variable
 - DIN 3990-31 1990 Calculation of the Load Capacity of Spur and Helical Gears- Application to Marine Gears
 - DIN 3990-11 1989 Calculation of the Load Capacity of Spur and Helical Gears- Application to Industrial Gears

APPENDIX B: RECONDITIONING ACTIVITIES

MANDATORY WORK

- Collect from the Company
- Clean
- Disassemble
- Inspect
- NDE of internals
- Replace seals and 'O' rings
- Apply contact marking media
- Replace gaskets and sealants
- Replace fasteners
- Test

NJ TRANSIT RAIL OPERATIONS	TECHNICAL SPECIFICATION		
Control No.: LOTS - 0108	Revision: 0	Date:	
PRODUCT DESCRIPTION: Gearbox Inspection and Overhaul / Arrow III Cars			

- Apply corrosion protection
- Return to the Company

EXTRA WORK

- Rebuild bores
- Rebuild mating joints
- Re-machine bores
- Re-machine mating joints
- Replace dowels
- Replace 1st/2nd/3rd reduction pinion shafts
- Replace 1st/2nd/3rd reduction wheels
- Replace sleeves
- Replace spacers
- Replace bearings
- Replace other components as necessary

NJ TRANSIT RAIL OPERATIONS	TECHNICAL SPECIFICATION	
Control No.: LOTS - 0107	Revision: 0	Date:
PRODUCT DESCRIPTION: Gearbox Inspection and Overhaul / ALP46/46A/45DP		

APPROVALS

Title

Director Quality Assurance

Director Technical Services

Superintendent Locomotives

Senior Director QA / Technical Services

General Superintendent Equipment MMC

Signature

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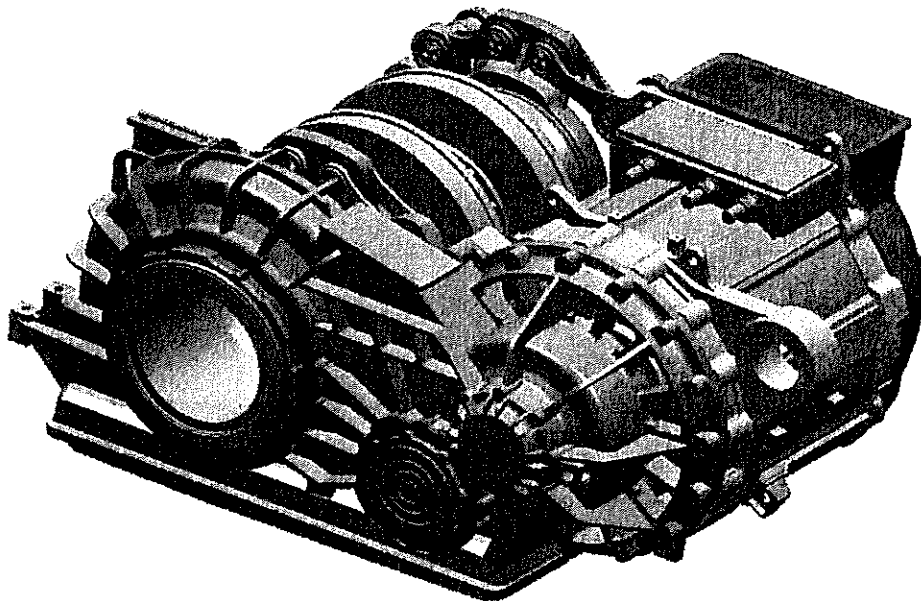
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Operating instructions

Integrated Complete Drive IGA

New Jersey Lok



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www.bombardier.com

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The supplier shall be referred to in the operating instructions as Bombardier

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0 Foreword and Lists

0.1 Foreword to the Operating Instructions

These operating instructions are intended to familiarize the user with the machine/system and its proper uses.

They contain important information on safe, proper and economical operation of the machine/system. Compliance with these instructions will help to:

- prevent hazardous situations
- reduce repair costs and downtimes
- increase the reliability and service life of the machine/system.

These instructions supplement the procedures based on existing accident prevention and environmental protection specifications. They must be continuously accessible at the place of use and must be read by each person assigned to work with/on the machine/system. In particular, they are required for

- Initial Startup
- Maintenance
- Servicing
- Inspection
- Reconditioning
- Shipment

In addition to the operating instructions and the valid and binding accident prevention regulations applicable to the country of use and the specific location, recognized technical codes must also be adhered to.

0.1.1 Definition of Terms

The following terms have been defined to provide clarity:

0.1.1.1 Operating instructions

The operating instructions constitute the main document in user documentation.

Different users are instructed about safe operation and optimal use of the product.

The operating instructions are delivered together with the product. In doing so, Bombardier fulfills its legal obligation to provide information about its product.

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0.1.1.2 Maintenance

Maintenance covers actions intended to preserve and restore the specified condition, and to establish and evaluate the actual condition of a component. It consists of:

- servicing (minor preventive upkeep)
- overhaul (major upkeep)
- repair (reconditioning)

Servicing and Overhaul

Servicing and overhaul include actions taken to establish and evaluate the actual condition, and to maintain the specified condition, of technical parts of the system. They differ in terms of the required level of work, infrastructure and personnel training, among other things.

Repair

Repair or reconditioning is unplanned upkeep. The components or parts thereof must be repaired or replaced following discovery of a defect. A good diagnosis targets, as accurately as possible, the smallest replaceable unit.

0.1.1.3 Commissioning

Necessary actions taken for proper and safe startup (for use) or restart following a malfunction at the operating location.

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