

## CONTRACT NO. 16-031

### GENERAL PROVISIONS

**THIS AGREEMENT** (Contract) made as of August 17, 2016 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 Turner & Hughes 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.

#### 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.

**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.

A Subcontractor or Supplier shall look only to the Contractor for the payment of any claims of any nature whatsoever arising out of the said subcontract, and said Subcontractor agrees, as a condition of NJ TRANSIT's consent to the making of said subcontract, that it shall make no claim whatsoever against NJ TRANSIT, its officers, agents, servants or employees for any work performed or thing done by reason of said subcontract, or for any other cause whatsoever that may arise by reason of the relationship created between the Contractor and Subcontractor by the subcontract.

**9. Prompt Payment**

(a) The Contractor agrees to pay each Subcontractor and Supplier under this Contract for satisfactory performance of completed work under its subcontract no later than ten (10) days from the receipt of each payment the Contractor receives from NJ TRANSIT. The Contractor shall ensure that all lower tier Subcontractors and suppliers are paid all invoiced amounts (less any retainage) that meet all applicable requirements within fifteen (15) days from the time the Subcontractor receives payment from the Contractor.

(b) In accordance with N.J.S.A. 52.32-41, the Contractor shall certify, prior to the issuance of a progress payment by NJ TRANSIT, that all Subcontractors and Suppliers have been paid any amounts due from previous progress payments and shall be paid any amounts due from the current progress payment. Alternatively, the Contractor shall certify that there exists a valid basis under the terms of the Subcontractor's or Supplier's contract to withhold payment from the Subcontractor or Supplier and therefore payment is withheld.

(c) If the Contractor withholds payment from the Subcontractor or Supplier, the Contractor shall provide to the Subcontractor or Supplier written notice thereof. The notice shall detail the reason for withholding payment and state the amount of payment withheld. If a Performance/ Payment Bond has been provided under this Contract, the Contractor shall send a copy of the notice to the Surety providing the bond for the Contractor. A copy of the notice shall also be submitted to NJ TRANSIT with the certification that payments are being withheld.

(d) Should the Contractor provide notice and proceed to withhold payment from any Subcontractor or Supplier, NJ TRANSIT may elect, at its sole discretion, to help resolve the dispute. NJ TRANSIT's efforts shall be limited to meeting with the Contractor and the Subcontractor or Supplier and reviewing the relevant facts with both parties. NJ TRANSIT will not act as a decider of fact nor will NJ TRANSIT direct a settlement to the dispute. Any NJ TRANSIT effort is solely intended to assist the parties in understanding their respective positions and to encourage a reasonable resolution of the dispute.

#### 10. 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.

#### 11. Succession

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

#### 12. 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 written 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 approved by written Contract 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 five (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 Contract modification shall be executed in writing by both parties. Disagreements that cannot be resolved through negotiations shall be resolved in accordance with Section 19, "Disputes". Regardless of any disputes, the Contractor shall proceed with the work ordered.

If a 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.

### **13. 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.

### **14. 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.

### **15. Indemnification**

The Contractor agrees to defend, indemnify, protect and save harmless the United States Department of Transportation, the FTA, 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.

**16. 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 18, "Termination for Default". The indemnification obligations hereunder shall survive the completion or termination of this Contract.

**17. Termination for Convenience**

(a) NJ TRANSIT may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in NJ TRANSIT's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

- (1) Stop work as specified in the notice.
- (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
- (3) Terminate all subcontracts to the extent they relate to the work terminated.
- (4) Assign to NJ TRANSIT, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case NJ TRANSIT shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
- (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.
- (6) As directed by the Contracting Officer, transfer title and deliver to NJ TRANSIT (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to NJ TRANSIT.
- (7) Complete performance of the work not terminated.
- (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in

which NJ TRANSIT has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by NJ TRANSIT under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request NJ TRANSIT to remove those items or enter into an agreement for their storage. Within 15 days, NJ TRANSIT will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by NJ TRANSIT (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of --

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory

expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (g)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including --

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that NJ TRANSIT expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph

(g) of this clause, the fair value as determined by the Contracting Officer, for the loss of NJ TRANSIT property.

(i) The cost principles and procedures of part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted --

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which NJ TRANSIT has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to NJ TRANSIT.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m) (1) NJ TRANSIT may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the

Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to NJ TRANSIT upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

#### **18. 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 17, "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.

#### **19. 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.

**20. 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, or his designee, shall be the Contracting Officer.

**21. Contractor Representatives**

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

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_

**22. 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.

**23. Equal Employment Opportunity**

The parties to this Contract do hereby agree that 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) set forth in the State of New Jersey Equal Employment Opportunity Provisions for Goods and Services Contracts, annexed hereto, are hereby made a part of this Agreement as Exhibit 7.

In accordance with N.J.S.A 10:2-1 through 10:2-4 as amended and supplemented and the rules and regulations promulgated pursuant thereto, the Contractor agrees that:

a. In the hiring of persons 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 or 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.

#### **24. 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.

#### **25. 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.

**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**

Pursuant to N.J.S.A. 52:15C-14(d) the Contractor and all subcontractors and suppliers shall maintain and 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, the FTA, 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 and assignees, if any, under this Contract from the effective date hereof through and until the expiration of five (5) years after completion of and final payment for the Contract Work.

The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that it will keep all Contract records and that NJ TRANSIT, the Comptroller General of the United States, the U.S. Department of Transportation, the FTA the State of New Jersey and the Office of the State Comptroller, or any of their duly authorized representatives, shall, until the expiration of five (5) years after payment under the subcontract, have access to and the right to examine any books, documents, and other records related to the subcontractor's performance under the subcontract.

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.

**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 therefrom.

**29. Prohibited Interest**

No member, 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 member, officer or employee of NJ TRANSIT or its subsidiaries who, during his or her tenure, had a direct, substantial 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 damage
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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 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 a contract being awarded or authorized by 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 shall not enter into any contract with a Subcontractor unless the Subcontractor first provides proof of valid business registration.

If the Contractor fails to provide a copy of a business registration as required pursuant to N.J.S.A. 52:32-44 or that provides false information of business registration under the requirements of that section, pursuant to N.J.S.A. 54:49-4.1 it shall be liable for a penalty of \$25 for each day of violation, not to

exceed \$50,000 for each business registration copy not properly provided to NJ TRANSIT.

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](http://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 (For Services Procurement Only)**

Under N.J.S.A. 52:34-13.2, 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 of NJ TRANSIT.

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.

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 default pursuant to Section 18, unless previously approved by the Contracting Officer and the Executive Director.

**35. Disclosure of Investment Activities in Iran**

Pursuant to N.J.S.A. 52:32-55 et seq., any person or entity that submits a proposal or otherwise proposes to enter into or renew a contract must complete the certification to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Contractors must review this list prior to completing the Disclosure of Investment Activities In Iran Certification (Exhibit 14). If NJ TRANSIT finds a person or entity to be in violation of law, NJ TRANSIT shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**36. NJ TRANSIT's Code of Ethics For Vendors**

- 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.

### **37. Setting Off Tax Arrears Against Sums Owed**

Whenever a taxpayer under contract with the State of Jersey is indebted for any State Tax in accordance with N.J.S.A 54:49-19 the State of New Jersey shall seek to set off the indebtedness as follows:

Whenever any taxpayer under contract to provide goods or services to the State of New Jersey or its agencies or instrumentalities, and including the legislative and judicial branches of State government, is entitled to payment for the goods or services or on that construction project and at the same time the taxpayer is indebted for any State tax, the Director of the Division of Taxation shall seek to set off so much of that payment as may be necessary to satisfy the indebtedness. The Director, in consultation with the Director of the Division of Budget and Accounting in the Department of the Treasury, shall establish procedures and methods to effect a set-off. The Director shall give notice of the set-off to the taxpayer, the provider of goods or services or the contractor or subcontractor of construction, and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established

under N.J.S.A. 54:49-18, but no request for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. No payment shall be made to the taxpayer, the provider of goods or services or the contractor or subcontractor of construction projects pending resolution of the indebtedness. Interest that may be payable by the State pursuant to N.J.S.A.C. 52:32-32 et seq., to the taxpayer, the provider of goods and services or the contractor or subcontractor of construction projects shall be stayed.

**38. Contractors Certification of Eligibility**

The Contractor certifies that it is not listed on the State of New Jersey, Department of Labor and Workforce Development, Division of Wage and Hour Compliance, Prevailing Wage Debarment List or on the State of New Jersey, Department of Treasury, Consolidated Debarment Report.

The Contractor also certifies that it is currently registered and active with no exclusions on the consolidated U.S. Government, System for Award Management (SAM) database.

**39. Air Pollution**

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

**40. 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 domestic manufacture or origin unless a waiver of these provisions is granted by the FTA.

There are four exemptions to this otherwise universal mandate:

- a. That their application would be inconsistent with the public interest;
- b. That such materials and products are not produced in the United States in sufficient and reasonable available quantities and of a satisfactory quality;
- c. 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;
- d. That inclusion of domestic material will increase the cost of the overall project/contract by more than 25 percent.

**41. 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 subrecipients 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.

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

The Contractor agrees to utilize privately owned United States-flag commercial vessels to ship at least 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.

The Contractor further agrees to furnish within 20 working days following the date of loading for shipments originating within the United States, or within 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 the Paragraph above to NJ TRANSIT (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. 20590, marked with appropriate identification of the Project.

The Contractor further agrees to insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

**43. Clean Water And Clean Air Acts**

If this Agreement 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.

**44. Energy Conservation**

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

**45. Civil Rights**

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest and its subcontractor at every tier (hereinafter referred to as the "Contractor") agrees as follows:

**(a) Compliance with Regulations**

The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

**(b) Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303

of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(c) Equal Employment Opportunity

The following equal employment opportunity requirements apply to the underlying contract:

(1) Race, Color, Religion, National Origin, Sex

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

(2) Age

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) Disabilities

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

(d) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

(e) Information and Reports

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or NJ TRANSIT or the FTA to be pertinent to ascertain compliance with such Regulations, orders and instruction. Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to NJ TRANSIT, or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(f) **Sanctions for Noncompliance**

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, NJ TRANSIT shall impose such contract sanctions as it or the FTA may determine to be appropriate, including but not limited to:

(1) Withholding of payments to the Contractor under the Contract until the Contractor complies; and/or

(2) Cancellation, termination or suspension of the Contract, in whole or in part.

**46. 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.

**47. Certifications Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction**

By signing this agreement, the lower tier participant, defined as the Contractor and its subcontractors, is providing the certification set out below.

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 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.

The lower tier participant shall provide immediate written notice to NJ TRANSIT if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Certain terms used in this clause have the meanings set out in 2 CFR Part 1200 and 2 CFR Part 180.

The lower tier participant agrees by signing this agreement that 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.

The lower tier participant further agrees by signing this agreement 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 (valued at \$25,000 or more) and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a 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. Each participant shall check the U.S. Government System for Award Management (SAM) database.

Nothing contained in the foregoing shall be construed to require establishment of a 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.

Except for transactions authorized under the fifth paragraph above, 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.

The lower tier participant certifies by signing this agreement that neither it nor its "principals" (as defined 2 CFR 180.995) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. A participant may decide the method and frequency by which it determines the eligibility of its principals.

When the lower tier participant is unable to certify to the statements in this certification, such participant shall submit a written explanation.

The lower tier participant shall also be currently registered and active with no exclusion on the U.S. Government System for Award Management (SAM) database.

#### **48. 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" which certifies 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 include 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 C.) 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.

#### 49. **Contract Work Hours and Safety Standards**

##### 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 49, "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 49.

### 50. **New Jersey Prevailing Wage Act**

If applicable, 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.

### 51. **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.

#### (a) Changes to Federal Requirements

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between NJ TRANSIT and the FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this Agreement unless the FTA determines otherwise.

**(b) Incorporation of FTA Terms**

These General Provisions include, in part, certain standard terms and conditions required by USDOT, whether or not expressly set forth in this Agreement. All Contractual provisions required by USDOT, as set forth in FTA circular 4220.1F, 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 Master Agreement between NJ TRANSIT and the FTA.

**52. 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.

**53. 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.

**54. 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.

**55. 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 13, Prevention of Drug and Alcohol Abuse in Transit Operations Certification.

56. Exhibits

The following Exhibits are incorporated into this Contract:

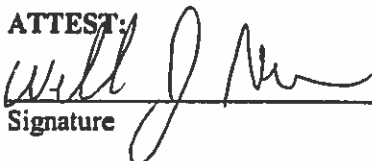
- |            |   |
|------------|---|
| Exhibit 1  | Bid Price Form  |
| Exhibit 3  | Non-Collusion Affidavit   |
| Exhibit 4  | Debarment, Suspension and Other Responsibility Matters                                      |
| Exhibit 5  | Contractor's Certification of Eligibility   |
| Exhibit 7  | Affirmative Action/EEO Information  |
| Exhibit 9  | Buy America Certification   |
| Exhibit 10 | Certification for Contracts, Grants, Loans and Cooperative Agreements                       |
| Exhibit 11 | New Jersey Code of Ethics Affidavit of Compliance   |
| Exhibit 12 | Prevention of Drug and Alcohol Abuse in Transit Operations Certification                    |
| Exhibit 13 | Disclosure of Investment Activities in Iran   |
| Exhibit 14 | Ownership Disclosure Form   |
| Exhibit 15 | Source Disclosure Certification Form (For Services Procurement Only)                        |
| Exhibit 16 | Public Law 2005 Chapter 271 – Vendor Certification & Political Contribution Disclosure Form |
| Exhibit 17 | NJ TRANSIT Corporation DBE Requirements for Federal Procurements Activities                 |
| Exhibit 18 | Acknowledgement of Receipt Addenda  |

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.

WILLIAM J NEIMAN  
Commission # 2370516  
Public, State of New Jersey  
Commission Expires  
March 20, 2018

CONTRACTOR

ATTEST:

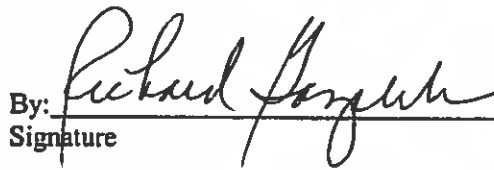
  
Signature

William J Neiman  
Typed Name

Notary  
Typed Title

By:

Signature

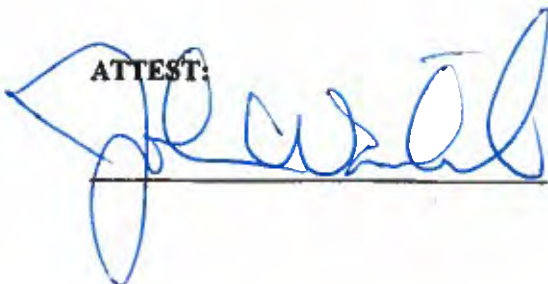


RICHARD GAZALEH  
Typed Name

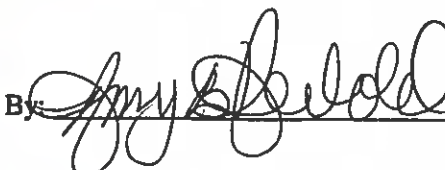
SALES ENGINEER  
Typed Title

NEW JERSEY TRANSIT CORPORATION

ATTEST:



By:





Signature

Signature

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

CHRISTOPHER S. PORRINO

*Robert J. Goldberg*

Acting Attorney General of New Jersey

By: 

Deputy Attorney General

Jessica E. Goldstein



## Material List, Gladstone Pole Replacement Project

ITEM	Manufacturer	Item	QTY	EACH	ALL
1	Hubbell Power Systems Inc	Insulator Suspension (VLS) catalog # 405003-1400	175	\$59.92	\$10,486.00
2	Hubbell Power Systems Inc	Hold Down Shackle, catalog # 880152000	165	\$36.88	\$6,085.20
3	Hubbell Power Systems Inc	PDI Type Dead End Insulator, catalog #4010150215	76	\$13.07	\$993.32
4	Hubbell Power Systems Inc	Short Shank Nylon Threaded Insulator Pin, catalog # PS893P	350	\$7.77	\$2,719.50
5	Hubbell Power Systems Inc	46Kv Vertical Clamptop Insulator VLLP, catalog # 80S0460209	200	\$82.53	\$16,506.00
6	Hubbell Power Systems Inc	Aluminum Deadend Quadrant Strain Clamp, catalog # SD112N	12	\$118.15	\$1,417.80
7	Hubbell Power Systems Inc	3/4" Anchor Shackle, catalog # AS50	310	\$23.02	\$7,136.20
8	Hubbell Power Systems Inc	Straight Line Strain Clamp catalog # MDE40N	76	\$15.80	\$1,200.80
9	Hubbell Power Systems Inc	Type C Polymer Standard Cutout, 100 amp catalog # CP710112-P	12	\$88.71	\$1,064.52
10	Hubbell Power Systems Inc	Hi Lite XL Suspension Insulator, 50k SML, catalog # 513003-1000	12	\$154.21	\$1,850.52
11	MacClean Power Systems	Hi Lite XL Suspension Insulator, 30k SML, catalog # ASH-55	175	\$6.13	\$1,072.75
12	Hubbell Power Systems Inc	Clevis Clevis Hardware fitting catalog # CCC309055	100	\$44.08	\$4,408.00
13	Hubbell Power Systems Inc	Clevis Eye Hardware fitting catalog # CA06	100	\$21.56	\$2,156.00
14	Hubbell Power Systems Inc	Clevis Eye Hardware fitting catalog # CE03404	100	\$37.81	\$3,781.00
15	LAPP	Vertical Clamp top Line Post Insulator, Catalog # 4255-70	175	\$136.74	\$23,929.50
16	LAPP	Line Post Mounting Studs, catalog #301614	375	\$7.75	\$2,906.25
17	LAPP	Clamp Top Clamps for 336 ACSR, catalog # 47113	375	\$17.38	\$6,517.50
18	LAPP	Ground Wire Bracket for Clamp Top Clamps catalog # 57111	175	\$41.58	\$7,276.50
19	AFL Telecommunications	Open Wedge Sockets for 3/8 wire rope, catalog # 3484T71	160	\$123.43	\$19,748.80
20	AFL Telecommunications	Type 302 3/8" 7x19 Stainless Steel Wire Rope, catalog # 3458T71	1000	\$3.58	\$3,580.00
21	AFL Telecommunications	3/8" Wire Rope Thimbles, catalog # 3495T16	600	\$3.31	\$1,986.00
22	AFL Telecommunications	Tin Plated Oval Compression Sleeve, catalog # 3883T71	600	\$4.37	\$2,622.00
23	Hendrix	Vise Top Pin Insulators, catalog # HPI-15VTB	350	\$31.92	\$11,172.00
24	AFL Telecommunications	Trolley Shoe for 336.400 Figure 9 catalog # FTDEW35T-9	6	\$125.00	\$750.00
25	AFL Telecommunications	1/4" Hanger Rod, 12' lengths, catalog # EVR 25	250	\$48.75	\$12,187.50
26	AFL Telecommunications	1/2" Hanger Rod, 12' lengths, catalog # EVR 50	12	\$152.50	\$1,830.00
27	AFL Telecommunications	Clip 821 to 1/4, catalog # DMC 50-1/4	750	\$30.00	\$22,500.00
28	AFL Telecommunications	Clip 1/2 to 1/4, catalog # DMC 13-1/4	750	\$18.75	\$14,062.50



29	AFL Telecommunications	Hinge, catalog # HLP1 63		175	Each	\$48.75	\$8,531.25
30	AFL Telecommunications	Auxiliary Wire clamp, catalog # AWC-13		175	Each	\$18.75	\$3,281.25
31	AFL Telecommunications	Trolley Contact Clamp catalog # JBC 13-21T-200		500	Each	\$18.75	\$9,375.00
32	AFL Telecommunications	Contact Wire Tap catalog # POTS 25-63		200	Each	\$43.75	\$8,750.00
33	AFL Telecommunications	Ground Clamp, catalog # GF25		175	Each	\$13.75	\$2,406.25
34	AFL Telecommunications	5/8 x 1 1/4" Type EB Everdur Bolts catalog # EB62125		100	Each	\$5.83	\$583.00
35	AFL Telecommunications	5/8 x 1 3/4" Type EB Everdur Bolts catalog # EB62175		100	Each	\$3.22	\$322.00
36	AFL Telecommunications	Everdur spring type lockwasher catalog # ELW62		200	Each	\$0.83	\$166.00
37	Bumdy	Tap Connector, Type KSU catalog # KSU26		30	Each	\$7.63	\$228.90
38	VanTran 10 KVA Transformer	2400v primary/120v sec. 100 cycle oil filled, two 3kv LA		15	Each	\$1,528.00	\$22,920.00
39	Gal	2" Ridgid Galvanized steel conduit	feet	450	LF	\$3.43	\$1,543.50
40	Unistrut	1-5/8" UC-142 catalog # P1000T	feet	150	LF	\$2.49	\$373.50
41	Unistrut	Channel Nuts catalog # P1008 HG		100	Each	\$1.62	\$162.00
42	Unistrut	2" Conduit Straps catalog # P1117AS-HG		100	Each	\$2.13	\$213.00
43	Atlas Screw (AWK)	Bolt 3/8"-16 x 1 1/2" catalog # 2CB37		200	Each	\$0.10	\$20.00
44	Grainger (QQ4)	3/8" Flat Washer, Galvanized catalog # 1KA15		200	Each	\$0.13	\$26.00
45	Grainger	3/8" Split Lock Washer catalog # 6DYV1		200	Each	\$0.05	\$10.00
46	Arlington (ARU)	2" Metal Entrance Caps catalog # EC200		15	Each	\$9.20	\$138.00
47	Carlton (PVC)	2" PVC Schedule 80 Conduit catalog # 49411-010	feet	300	LF	\$0.82	\$246.00
48	Carlton	End Bell 2" molded non catalog # E997 J		15	Each	\$2.54	\$38.10
49	Carlton	Elbow 2" 90 degree sch 80 catalog # UB9AJ		30	Each	\$4.46	\$133.80
50	Carlton	Coupling 2" pvc sch 80 catalog # E941 J		75	Each	\$0.38	\$28.58
51	Carlton	Adapter PVC 2" male sch 80 catalog # E943J		30	Each	\$0.54	\$16.26
52	Quazite (QUZ)	12" x 12" gasketed Enclosure catalog # PC1212BG12		15	Each	\$151.95	\$2,279.25
53	Carlton	1 pint can clear PVC Cement catalog # 705		3	Each	\$5.25	\$15.75
54	Carlton	Clear PVC Primer catalog # C90		3	Each	\$5.73	\$17.19
55	Service Wire SVC)	#1/0 Black 600v Insulated catalog # USE-1BK	feet	1000	Each	\$1.91	\$1,910.00
56	General Electric	GE 100A-NEMA3R 100/2 NEMA 3R 22K AIC Bkr. Disc. # GE100A		15	Each	\$120.81	\$1,812.15
57	General Electric	GE Rain Tight Hub catalog # GE Hub-2		15	Each	\$9.26	\$138.90
58	OZ- Gedney	3/8" Thread 1" Jaw catalog # IS-502		180	Each	\$4.26	\$766.80
59	Service Wire SVC)	1000' Reels of 1/0 bare 7 strand hard drawn copper wire		2	Each	\$1,337.50	\$2,675.00
		TOTAL					\$261,073.59

# EXHIBIT 1

## BID PRICE FORM

BID NO. 16-031

Bidders shall use this form to provide their unit and extended prices. The Total Amount Bid is the total of the item prices.

VENDOR NAME: TURTLE & HUGHES

Item No.	Material/Services to be supplied	Estimated Quantity	Unit Price	Extended Price
-------------	----------------------------------	-----------------------	---------------	-------------------

Manufacturer		Item	QTY	UNIT	EACH	TOTAL
Hubbell Power Systems Inc	Equivalent	Insulator Suspension (VLS) catalog # 405003-1400	175	Each	59.92	10,486.00
Hubbell Power Systems Inc	Equivalent	Hold Down Shackle, catalog # 880152000	165	Each	36.88	6,085.20
Hubbell Power Systems Inc	Equivalent	PDI Type Dead End Insulator, catalog #4010150215	76	Each	13.07	993.32
Hubbell Power Systems Inc	Equivalent	Short Shank Nylon Threaded Insulator Pin, catalog # PS893P	350	Each	7.77	2719.50
Hubbell Power Systems Inc	Equivalent	46Kv Linepost Insulator VLLP, catalog # 80S0460209	200	Each	82.53	16,506.00
Hubbell Power Systems Inc	Equivalent	Aluminum Quadrant Strain Deadend Clamp, catalog # SD112N	12	Each	118.15	1417.80
Hubbell Power Systems Inc	Equivalent	Anchor Shackle, catalog # AS50	310	Each	23.02	7136.20
Hubbell Power Systems Inc	Equivalent	Straight Line Strain Clamp catalog # MDE40N	76	Each	15.80	1200.80
Hubbell Power Systems Inc	Equivalent	Type C Polymer Standard Cutout, 100 amp catalog # CP10112-P	12	Each	88.71	1064.52
Hubbell Power Systems Inc	Equivalent	Hi Lite XL Suspension Insulator, 50k SML, catalog # 513003-1000	12	Each	154.21	1850.52
MacLean Power Systems	Equivalent	5/8" Anchor Shackle catalog # ASH-55	175	Each	6.13	1072.75
Hubbell Power Systems Inc	Equivalent	Clevis Clevis Hardware fitting catalog # CCC309055	100	Each	44.08	4,408.00
Hubbell Power Systems Inc	Equivalent	Clevis Eye Hardware fitting catalog # CA06	100	Each	21.56	2,156.00
Hubbell Power Systems Inc	Equivalent	Clevis Eye Hardware fitting catalog # CE03404	100	Each	37.81	3781.00
LAPP	Equivalent	Vertical Clamp top Line Post Insulator, Catalog # 4255-70	175	Each	136.74	23,929.50
LAPP	Equivalent	Line Post Mounting Studs, catalog #301614	375	Each	7.75	2,906.25
LAPP	Equivalent	Clamp Top Clamps for 336 ACSR, catalog # 47113	375	Each	17.38	6517.50
LAPP	Equivalent	Ground Wire Bracket for Clamp Top Clamps catalog # 57111	175	Each	41.58	7276.50
McMaster- Carr	Equivalent	Open Wedge Sockets for 3/8 wire rope, catalog # 3484T71	160	Each	123.43	19,748.80
McMaster- Carr	Equivalent	Type 302 3/8" 7x19 Stainless Steel Wire Rope, catalog # 3458T85	1000	Each	3.58	3580.00
McMaster- Carr	Equivalent	3/8" Wire Rope Thimbles, catalog # 3495T46	600	Each	3.31	1986.00
McMaster- Carr	Equivalent	Tin Plated Oval Compression Sleeve, catalog # 3883T71	600	Each	4.37	2622.00
Hendrix	Equivalent	Vise Top Pin Insulators, catalog # HPI-15VT	350	Each	31.92	11,172.00

Manufacturer		Item	QTY	UNIT	EACH	TOTAL
AFL Telecommunications	Equivalent	Trolley Shoe for 336.400 Figure 9 catalog # FTDEW35T-9	6	Each	125.00	750.00
AFL Telecommunications	Equivalent	1/4" Hanger Rod, 12' lengths, catalog # EVR 25-12	250	Each	48.75	12,187.50
AFL Telecommunications	Equivalent	1/2" Hanger Rod, 12' lengths, catalog # EVR 50-12	12	Each	152.50	1,830.00
AFL Telecommunications	Equivalent	Clip .821 to 1/4, catalog # DMC 50-1/4	750	Each	30.00	22,500.00
AFL Telecommunications	Equivalent	Clip 1/2 to 1/4, catalog # DMC 13-1/4	750	Each	18.75	14,062.50
AFL Telecommunications	Equivalent	Hinge, catalog # HLP1 63	175	Each	48.75	8,531.25
AFL Telecommunications	Equivalent	Auxiliary Wire clamp, catalog # AWC-13	175	Each	18.75	3,281.25
AFL Telecommunications	Equivalent	Trolley Contact Clamp catalog # JBC 13-21T-200	500	Each	18.75	9,375.00
AFL Telecommunications	Equivalent	Contact Wire Tap catalog # POTC 25-63	200	Each	43.75	8,750.00
AFL Telecommunications	Equivalent	Ground Clamp, catalog # GF25	175	Each	13.75	2,406.25
AFL Telecommunications	Equivalent	5/8 x 1 1/4" Type EB Everdur Bolts catalog # EB62125	100	Each	5.83	583.00
AFL Telecommunications	Equivalent	5/8 x 1 3/4" Type EB Everdur Bolts catalog # EB62175	100	Each	3.22	322.00
AFL Telecommunications	Equivalent	Everdur spring type lockwasher catalog # ELW62	200	Each	0.83	166.00
Bumdy	Equivalent	Universal Servit type catalog # KSU26	30	Each	7.63	228.90
VanTran 10 KVA Transformer	Equivalent	2400v primary/120v sec. 100 cycle oil filled, two 3kv LA	15	Each	1528.00	22,920.00
Steel Z	Equivalent	2" Rigid Galvanized steel conduit 10' lengths	450	LF	3.43	1,543.50
Unistrut	Equivalent	1-5/8" UC-142 catalog # P1000T	150	LF	2.49	373.50
Unistrut	Equivalent	Channel Nuts catalog # P1008 HG	100	Each	1.62	162.00
Unistrut	Equivalent	2" Conduit Straps catalog # P1117AS-HG	100	Each	2.13	213.00
Grainger	Equivalent	Bolt 3/8"-16 x 1 1/2" catalog # 2CB37	200	Each	0.10	20.00
Grainger	Equivalent	3/8" Flat Washer, Galvanized catalog # 1KA15	200	Each	0.13	26.00
Grainger	Equivalent	3/8" Split Lock Washer catalog # 6DYV1	200	Each	0.05	10.00
Dottie	Equivalent	2" Metal Entrance Caps catalog # EC200	15	Each	9.20	138.00
Carlson	Equivalent	2" PVC Schedule 80 Conduit catalog # 49411-010	300	LF	0.82	246.00
Carlson	Equivalent	2" PVC End Bell catalog # E997J	15	Each	2.54	38.10
Carlson	Equivalent	2" PVC Elbow catalog # UB9AJ	30	Each	4.46	133.80
Carlson	Equivalent	2" PVC Coupling catalog # E941J	75	Each	0.38	28.58
Carlson	Equivalent	2" PVC Adapter PVC catalog # E943J	30	Each	0.54	16.26
Hubbell Power Systems Inc	Equivalent	12" x 12" gasketed Enclosure catalog # PCI212BG12	15	Each	151.95	2,279.25
Permatex	Equivalent	PVC Cement catalog # 705	3	Each	5.25	15.75
Permatex	Equivalent	PVC Primer catalog # C90	3	Each	5.73	17.19
Service Wire	Equivalent	#1/0 Black 600v Insulated catalog # USE-1BK	1000	LF	1.91	1,910.00
General Electric	Equivalent	GE 100A-NEMA3R 100/2 NEMA 3R 22K AIC Bkr. Disc. # GE100A	15	Each	120.81	1,812.15
General Electric	Equivalent	GE Rain Tight Hub catalog # GE Hub-2	15	Each	9.26	138.90
OZ- Gedney	Equivalent	3/8" Thread 1" Jaw catalog # 1S-502	180	Each	4.26	766.80
Service Wire	Equivalent	1000' Reels of 1/0 Bare 7 Strand Hard Drawn Copper Wire catalog # BST7S1/0	2	Each	1337.50	2,675.00

TOTAL

\$261,073<sup>59</sup>

Bidders shall use this form to provide their unit and extended prices. The Total Amount Bid is the total of the item prices.

**BASIS OF AWARD:** An award, if any, will be made to the lowest responsive, responsible bidder for each item or the total amount bid as indicated in the specifications.

The Bidder, by completion of this form, certifies that he/she has reviewed the Invitation for Bid and the enclosed Contract and agrees the above total amount bid is the cost for supplying the goods/materials/services as specified therein, and also certifies he/she is authorized to obligate his/her firm to provide the goods/materials/services as specified in the enclosed Contract.

TURTLE & HUGHES  
Firm

Richard Hughes  
Signature

RICHARD GAZALEH  
Printed or Typed Name

SALES ENGINEER  
Title

188 FOOTHILL ROAD, BRIDGEWATER, NJ 08807  
Address

732-560-5575 x5566  
Phone

MAY 9, 2016  
Date

**PAYMENT TERMS:** NJ Transit' standard payment terms are Net 30 days. Prompt payment discounts may be offered and must be a minimum of 10 days.

Discount: Maximum time period \_\_\_\_\_  
Percentage \_\_\_\_\_

**NOTE:** Although prompt payment discounts will not be considered in determining low bid, NJ TRANSIT reserves the right to take advantage of any such discounts offered.

## EXHIBIT 2

### BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned  
Turtle & Hughes, Inc., 1900 Lower Road, Linden, New Jersey 07036 As PRINCIPAL, and  
a corporation organized and existing under the laws of the State of New Jersey and duly  
authorized to do business in the State of New Jersey, as SURETY, are held and firmly  
bound unto NJ Transit Corporation in the penal sum of ten percent (10%) of the amount  
bid for the project listed below, for the payment of which will and truly to be made, we  
hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors  
and assigns.

Signed, sealed, and dated this 26th day of May two thousand sixteen

The condition of the above obligation is such that whereas the principal is herewith  
submitting a bid for: Purchase of Material for the Gladstone Branch Catenary Pole Replacement Project  
Bid No. 16-031

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS  
SUCH, that if the said principal shall execute a contract and give bond for the faithful  
performance thereof within ten (10) NJ Transit business days after being notified in  
writing of the award of such contract to principal, or if the principal or surety shall pay the  
obligee the sum, not exceeding the penalty hereof, by which the amount of the contract,  
covering the said proposal, properly and lawfully executed by and between the obligee and  
some third party, may exceed the amount bid by principal, then this obligation shall be  
void; otherwise, it shall remain in full force and effect.

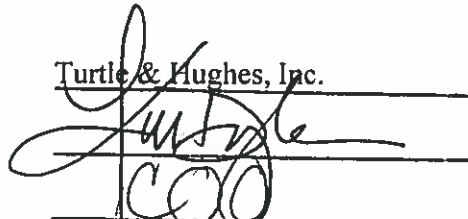
Witness or Attest:

  
Karen Barallona

Witness or Attest:

  
AnnMarie Keane

Turtle & Hughes, Inc.

  
(Principal)

Travelers Casualty and Surety Company of America

  
(Surety) Elizabeth Riga, Attorney-in-Fact

Certification to the authority of the attorney in fact to commit the Surety Company  
must accompany this Bond, and true and correct statement of the financial  
condition of said surety company.

EXHIBIT 3

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY :

COUNTY OF SOMERSET :

I, RICHARD GAZALEH of the City of SOMERSET in the County of  
and the State of NEW JERSEY of full age, being duly sworn according to law on my  
oath depose and say that:

I am RICHARD GAZALEH of the firm of  
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

TURTLE & HUGHES  
(Name of Contractor)

Richard Hughes  
Signature

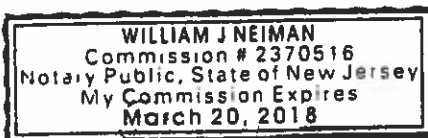
RICHARD GAZALEH  
Type or Print Name

Subscribed and sworn to before me this

18 day of May, 2016.

William J. Neiman  
Notary Public of

My commission expires March 20, 2018.





## **EXHIBIT 4**

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

#### **Required for Contracts Over \$25,000**

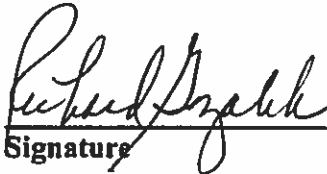
##### **Instructions for Certification**

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

  
Print Name & Title

**EXHIBIT 5**

**CONTRACTOR'S CERTIFICATION OF ELIGIBILITY**

TURTLE & HUGHES (Insert Name of Company) hereby certifies that it is not listed on the State of New Jersey, Department of Labor and Workforce Development, Division of Wage and Hour Compliance, Prevailing Wage Debarment List or on the State of New Jersey, Department of Treasury, Consolidated Debarment Report.

TURTLE & HUGHES (Insert Name of Company) is currently registered and active with no exclusion on the consolidated U.S. Government, System for Award Management (SAM) database.

Richard Gazaleh

RICHARD GAZALEH  
Type or Print Name

SALES ENGINEER  
Title

Date: MAY 9, 2016

**EXHIBIT 6**

**REQUEST FOR CHANGE FORM**

**BID NO.** 16-031

**Company Name:** Turtle & Hughes

**Date:** May 26, 2016

**Page & Paragraph:** N/A

**Request:**

## **EXHIBIT 7**

### **STATE OF NEW JERSEY EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS FOR PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

#### **I. BID REQUIREMENTS**

This contract is subject to 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), and in accordance with the rules and regulations promulgated pursuant thereto, the proposer agrees to comply with the following:

At the time the signed contract is returned to NJ TRANSIT, the said proposer (contractor) shall submit one of the following three documents:

1. A Federal Affirmative Action Plan Approval which consists of a valid letter from the Office of Federal Control Compliance Programs; or
2. A Certificate of Employee Information Report from the State of New Jersey, Department of Treasury, Division of Public Contracts Equal Employment Opportunity Compliance; or
3. A Division of Public Contracts Equal Employment Opportunity Compliance Employee Information Report (Form AA-302).

A contractor shall not be eligible to submit an employee information report unless contractor certifies and agrees that it has never before applied for a certificate of employee information report in accordance with rules promulgated pursuant to N.J.S.A. 10:5-31 et seq.; and agrees to submit immediately to the Division of Public Contracts Equal Employment Opportunity Compliance a copy of the employee information report.

Contractors that have previously filed an Employee Information Report are required to apply for a renewal of the Certificate of Employee Information Report with the Department of Treasury, Division of Public Contracts Equal Employment Opportunity Compliance and submit a valid Certificate of Employee Information Report.

**(NOTE: FOR THE PURPOSE OF THIS CONTRACT THE "PUBLIC AGENCY COMPLIANCE OFFICER" REFERENCED BELOW IS NJ TRANSIT'S ASSISTANT EXECUTIVE DIRECTOR, DIVERSITY PROGRAMS AND THE "PUBLIC AGENCY" IS NJ TRANSIT.)**

#### **II. SUBCONTRACTS; EQUAL EMPLOYMENT GOALS**

The contractor agrees to incorporate these State of New Jersey EEO Provisions for Procurement, Professional and Service Contracts in its subcontracts for services.

In accordance with N.J.A.C. 17:27, Contractors and subcontractors are required to make a good faith effort to provide equal employment opportunity for minorities and women. Failure to make good faith efforts to provide equal employment opportunity for minorities

and women may result in sanctions including fines/penalties, withholding of payment, termination of the contract, suspension/debarment or such other action as provided by law.

**III. MANDATORY CONTRACT LANGUAGE**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)  
N.J.A.C. 17:27

**GOODS, PROFESSIONAL SERVICE AND GENERAL 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer advising the labor union of the contractor's commitments under this chapter 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 any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, 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 personal 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.

In conforming with the targeted employment goals, 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity, or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Division of Purchase & Property CCAU EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

## **EXHIBIT 8**

### **NEW JERSEY TRANSIT CORPORATION PROTEST PROCEDURE**

#### **I. PURPOSE**

This section describes the policies and procedures governing the receipt and resolution of vendor protests in connection with an Invitation for Bid (IFB) or Request for Proposal (RFP).

#### **II. POLICY**

##### **A. Parties**

Only an interested party may file a protest.

##### **B. Types of Protests/Time Limits**

1. Protests based upon alleged restrictive specifications or alleged improprieties in NJ Transit's procurement process must be filed no later than (5) days prior to the bid opening date, or no later than (5) days prior to the closing date for receipt of initial proposals.
2. Protests based upon alleged improprieties of a Bid shall be filed no later than five (5) days after the Protestor knows or should have known of the facts giving rise thereto.
3. Protests based upon the award of a contract shall be filed no later than (5) days after the notification to the unsuccessful firms of NJ TRANSIT's intent to award, or no later than five (5) days after an unsuccessful firm becomes aware of NJ TRANSIT's intent to award a contract, whichever comes first.
4. All protests must be filed in writing. Oral protests will not be accepted.

##### **C. Where to File**

Protests must be filed directly with NJ TRANSIT'S Contracting Officer, or designee, at the address indicated in the solicitation.

##### **D. The Protest**

##### **1. The protest must contain the following information:**

- A. The name, address, and telephone number of the protestor.
- B. Identity of the IFB or RFP (by number and description).
- C. A statement of the specific grounds for protest and any supporting



documentation. Additional materials in support of the protest will only be considered if filed within the time limits set in Section B.

**D. An indication of the ruling or relief desired from NJ TRANSIT.**

2. If the protest is filed before contract award, the potential contractor will be advised by NJ TRANSIT of the pending protest.
3. If deemed appropriate by NJ TRANSIT, an informal conference on the merits of the protest may be conducted with all interested parties allowed to attend.

**E. Confidentiality of Protest**

Material submitted by a protestor will not be withheld from any interested party, except to the extent that the withholding of information is permitted or required by law or regulation. If the protestor considers that the protest contains proprietary material which should be withheld, a statement advising of this fact must be affixed to the front page of the protest documents and the alleged proprietary information must be so identified wherever it appears.

**F. Response to the Protest**

NJ TRANSIT's Contracting Officer, or designee, will respond to the protest within a reasonable time after receipt of the protest by NJ TRANSIT. NJ TRANSIT's response shall address only the issues raised originally by the protestor.

**G. Rebuttal to NJ TRANSIT's Response**

The protestor may submit a written rebuttal to NJ TRANSIT's response, addressed to the Contracting Officer, but must do so within five (5) days after receipt of the original NJ TRANSIT response. New issues in the rebuttal will not be addressed by NJ TRANSIT. After receipt of the protestor's rebuttal, the Contracting Officer will review the protest and notify the protestor of his final decision.

**H. Request for Additional Information**

Failure of the protestor to comply expeditiously with a request for information as specified by NJ TRANSIT's Contracting Officer, or designee, may result in determination of the protest without consideration of the additional information. If any parties to the protest request information from another party, the request shall be made to NJ TRANSIT's Contracting Officer, or designee, and shall be complied with by the other party within five (5) days if NJ TRANSIT so directs.

**I. Request for Reconsideration**

If data becomes available that were not previously known, or there has been an

error of law, a protestor may submit a request for reconsideration of the protest. NJ TRANSIT's Contracting Officer will again review the protest considering all currently available information. The Contracting Officer's determination will be made within a reasonable period of time, and his decision will be considered final.

**J. Procurement Process Status**

Upon timely receipt of a protest, NJ TRANSIT will delay the opening of bids until after resolution of the protest for protests filed prior to the bid opening date, or withhold award until after resolution of the protest for protests filed after bid opening. However, NJ TRANSIT may open bids or award a contract whenever NJ TRANSIT, at its sole discretion, determines that:

- a. The items or work to be procured are urgently required; or
- b. Delivery or performance will be unduly delayed by failure to make the award promptly; or
- c. Failure to make prompt award will otherwise cause undue harm to NJ TRANSIT or the Federal Government.

**K. Federal Transit Administration (FTA) Involvement**

Where procurements are funded by the FTA, the protestor may protest to the FTA only where the protest alleges that NJ TRANSIT failed to have or to adhere to its protest procedures, failed to review a complaint or protest, or alleges a violation of a Federal law or regulation. Any protest to the FTA must be filed in accordance with FTA Circular 4220.1F.

**L. Definitions**

1. "Days" means working days.
2. "File or Submit" means date of receipt by NJ TRANSIT's Contracting Officer.
3. "Federal Law or Regulation" means any valid requirement imposed by Federal statute or regulation governing contracts awarded pursuant to the grant agreement. This includes the requirements as stated in FTA Circular 4220.1F.
4. "Contracting Officer" means the Chief of Procurement and Support Services or his designee as indicated in the solicitation document.
5. "Interested Party" means all bidders/offerors. It may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.

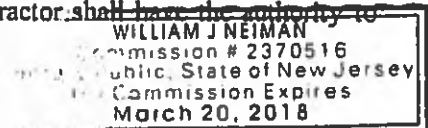
6. **"Potential Contractor" means the bidder that is in line for award of the contract in the event that the protest is denied.**

56. Exhibits

The following Exhibits are incorporated into this Contract:

- |            |   |
|------------|---|
| Exhibit 1  | Bid Price Form  |
| Exhibit 3  | Non-Collusion Affidavit   |
| Exhibit 4  | Debarment, Suspension and Other Responsibility Matters                                      |
| Exhibit 5  | Contractor's Certification of Eligibility   |
| Exhibit 7  | Affirmative Action/EEO Information  |
| Exhibit 9  | Buy America Certification   |
| Exhibit 10 | Certification for Contracts, Grants, Loans and Cooperative Agreements                       |
| Exhibit 11 | New Jersey Code of Ethics Affidavit of Compliance   |
| Exhibit 12 | Prevention of Drug and Alcohol Abuse in Transit Operations Certification                    |
| Exhibit 13 | Disclosure of Investment Activities in Iran   |
| Exhibit 14 | Ownership Disclosure Form   |
| Exhibit 15 | Source Disclosure Certification Form (For Services Procurement Only)                        |
| Exhibit 16 | Public Law 2005 Chapter 271 - Vendor Certification & Political Contribution Disclosure Form |
| Exhibit 17 | NJ TRANSIT Corporation DBE Requirements for Federal Procurements Activities                 |
| Exhibit 18 | Acknowledgement of Receipt Addenda  |

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:

William J. Neiman  
Signature

William J Neiman  
Typed Name

Notary  
Typed Title

By: Richard Gazaleh  
Signature

RICHARD GAZALEH  
Typed Name

SALES ENGINEER  
Typed Title

NEW JERSEY TRANSIT CORPORATION

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_

**EXHIBIT 9  
BUY AMERICA CERTIFICATION**

**Required for Contracts Over \$100,000**

**REQUIREMENT FOR PROCUREMENT OF STEEL, IRON, OR  
MANUFACTURED PRODUCTS (NON-ROLLING STOCK)**

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

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date MAY 9, 2016  
Signature Richard Hughes  
Company Name TURTLE & HUGHES  
Title SALES ENGINEER

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

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

Date \_\_\_\_\_  
Signature \_\_\_\_\_  
Company Name \_\_\_\_\_  
Title \_\_\_\_\_

**Only one Buy America Certification may be executed and submitted with your bid! Your firm shall either comply or not comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. Part 661. If both or neither Certifications are submitted, THE BID WILL BE REJECTED!**

## EXHIBIT 10

### 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

SALES ENGINEER  
Title of Authorized Official

**EXHIBIT 11a**

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

I, RICHARD GAZALEH (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.

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.

TURTLE & HUGHES

(Print Name of Contractor)

Richard Hughes

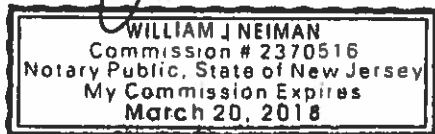
(Signature of Authorized Principal or Officer)

RICHARD GAZALEY

(Print Name and Title of Signator)

Sworn to and Subscribed to before me, this 21 day of  
June, 2011.

Will J.





**EXHIBIT 12**

**PREVENTION OF DRUG AND ALCOHOL  
ABUSE IN TRANSIT OPERATIONS CERTIFICATION**

TURTLE & HUGHES certifies that it has established and  
(Company Name)

implemented a Drug and Alcohol Misuse Prevention Program in accordance with  
the terms of 49 CFR Parts 653 and 654.

By:

Richard Hughes  
(Signature of Authorized Official)

SALES ENGINEER MAY 9, 2016  
(Official's Title) (Date)

**BIDDERS PLEASE NOTE:**

**This Certification is required only for contractors supporting NJ TRANSIT  
Bus Operations Equipment Maintenance, including contractors engaged in  
Engine, Revenue Service Vehicle, and Parts Rebuilding and Overhaul.**

**EXHIBIT 13**  
**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

IFB No.: 16-031 Bidder: TURTLE & HUGHES

**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL  
NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the State of New Jersey, Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found at the following Website:

<http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**PLEASE CHECK THE APPROPRIATE BOX:**

☒ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

*OR*

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION.  
IF YOU NEED TO MAKE ADDITIONAL ENTRIES, PLEASE COPY AND COMPLETE THIS SHEET AND SUBMIT IT WITH YOUR BID.**

Name _____	Relationship to Bidder/Officer _____
Description of Activities _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Officer Contact Name _____	Contact Phone Number _____

Name _____	Relationship to Bidder/Officer _____
Description of Activities _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Officer Contact Name _____	Contact Phone Number _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): RICHARD GAZALEH Signature: *Richard Gazaleh*  
Title: SALES ENGINEER Date: MAY 9, 2016

## Exhibit 14

## OWNERSHIP DISCLOSURE FORM

TURTLE & HUGHES	NUMBER	:		PAGE
	OPEN DATE	:		
	T-NUMBER	:	16-031	1
	BIDDER	:		

INSTRUCTIONS: Provide below the names, home addresses, dates of birth, offices held and any ownership interest of all officers of the firm named above. If additional space is necessary, provide on an attached sheet.

NAME	HOME ADDRESS	DATE OF BIRTH	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)

INSTRUCTIONS: Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. Complete the certification at the bottom of this form. If this form has previously been submitted to the Purchase Bureau in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.

NAME	HOME ADDRESS	DATE OF BIRTH	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)

## COMPLETE ALL QUESTIONS BELOW

- |  | YES   | NO       |
|--|-------|----------|
| 1. Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above? (If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)   | _____ | <u>X</u> |
| 2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter by the State of New Jersey, any other state or the U.S. Government? (If yes, attach a detailed explanation for each instance.)  | _____ | <u>X</u> |
| 3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material or supplies? (If yes, attach a detailed explanation for each instance.)   | _____ | <u>X</u> |
| 4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? (If yes, attach a detailed explanation for each instance.)  | _____ | <u>X</u> |
| 5. Has any federal, state or local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes to any part of this question, attach a detailed explanation for each instance.) | _____ | <u>X</u> |

**CERTIFICATION:** I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option, may declare any contract(s) resulting from this certification void and unenforceable.

I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

COMPANY NAME: TURTLE & HUGHES  
 ADDRESS: 188 FOOTHILL ROAD  
BRIDGEWATER NJ 08807  
 FEIN/SSN#: 13-5444-820

PRINT OR TYPE

Richard G. Galea (Signature)  
RICHARD G. GALEA (Name)  
SALES ENGINEER (Title)  
 Date: MAY 9, 2016

Goods &amp; Services (Federal)

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4/2016

**EXHIBIT 15**  
**(FOR SERVICES PROCUREMENT ONLY)**

**N.J.S.A 52:34-13.2 CERTIFICATION**

**SOURCE DISCLOSURE CERTIFICATION FORM**

Bidder: TURTLE & HUGHES Solicitation Number 16-031

I hereby certify and say:

I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the Contractor.

The Contractor submits this Certification as part of its bid in response to the referenced solicitation issued by NJ TRANSIT, in accordance with the requirements of N.J.S.A. 52:34-13.2.

The following is a list of every location where services will be performed by the contractor and all subcontractors.

<u>Contractor or Subcontractor</u>	<u>Description of Services</u>	<u>Performance Location[s] by Country</u>
<u>TURTLE &amp; HUGHES</u>	<u>ELECTRIC COMPONENTS</u>	<u>USA</u>

Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced solicitation or extension thereof will be immediately reported by the Contractor to the Director of Contracts, NJ TRANSIT Corporation, One Penn Plaza East, Newark, NJ 07105.

I understand that, after award of a contract to the Contractor, it is determined that the Contractor has shifted services declared above to be provided within the United States to sources outside the United States prior to a written determination by the Contracting Officer, that the services can not be performed in the United States, the Contractor shall be deemed in breach of contract, which contract will be subject to termination for default pursuant to Article 17 of the Goods and Services General Provisions.

I further understand that this Certification is submitted on behalf of the Contractor in order to induce NJ TRANSIT to accept a bid, with knowledge that NJ TRANSIT is relying upon the truth of the statements contained herein.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Contractor: TURTLE & HUGHES  
[Name of Organization or Entity]

By: Richard Gazalot

Print Name: RICHARD GAZALOT

Title SALES ENGINEER

Date JUNE 21, 2016

## **REQUIRED FORMS**

### **ENCLOSED FOR COMPLETION (MANDATORY):**

- **Form A; A1; A2; B; D & Trucking Commitment Schedule**

### **TO BE OBTAINED AND SUBMITTED (MANDATORY):**

- **Copy of a valid NJUCP DBE Certificate (Provided by 1<sup>st</sup> Tier DBEs.)**

**Consult DBE Program Requirements for further guidance.**

## First Tier DBE UTILIZATION - FORM A

Project Name: PURCHASE OF MATERIALS FOR THE GLADSTONE BRANCH CATERARY POLE REPLACEMENT PROJECTNJ Transit Contract No: 16-031Assigned DBE Goal %: RACE-NEUTRAL NJT Procurement Specialist: LISA MIHELISContract Value (\$): 261,073.59

First Tier DBE must perform at least 51% of its subcontract value if subcontracting to a Second -Tier DBE or Non-DBE. Do not count Non-DBE portion toward the goal.

Name, Address and Telephone # of DBE Subcontractor/Subconsultant	Provide Detailed Scope of Work to be Performed (Identify all suppliers)	Dollar Value of Subcontract/Sub-consultant Work (\$) Awarded	Percentage of Subcontract Work (%)
<u>NONE</u>			%
			%
			%
			%
			%
For DBE suppliers, show original subcontract value multiplied by 60% (\$2,000*60%=\$1200). For DBE portion of work, subtract Non-DBE portion of work from original subcontract value.	TOTALS	\$	%

The undersigned will enter into a formal agreement with the DBE(s) listed in this schedule conditioned upon execution of a contract with NJ TRANSIT for the above referenced project. The undersigned understands that removal/replacement of the DBE(s) listed is NOT PERMISSIBLE for any reason (pre or post-award), without submitting a written request to the Office of Business Development and receiving WRITTEN APPROVAL from the Office of Business Development. Failure to obtain written approval shall result in the breach of contract and subject to corrective action to be determined by NJ TRANSIT.

Company Name: TURTLE & HUGHESAuthorized Signature: Richard GazalehCompany Address: 188 FOOTHILL ROAD  
BRIDGEWATER, NJ 08807Print Name: RICHARD GAZALEHTitle: SALES ENGINEERFederal Tax ID #: [REDACTED]Prime Contractor's DBE Liaison Officer: N/ACompany Tel #: 732-220-5513 x2566Date Signed: 7/15/2016

## BIDDER SOLICITATION &amp; CONTRACTOR INFORMATION - FORM A1

NJT Contract No: 16-301  
 Prime Contractor: TURTLE & HUGHES  
 Date: 7/5/2016

Project Title: PURCHASE OF MATERIALS FOR THE GLADSTONE BRANCH CATERMARE POLE REPLACEMENT PROJECT  
 Telephone #: 732-560-5575 x 5566

Complete the information below for Bidder/Proposer/Prime(s) working on the project. Use Page 2 for all subcontractors/subconsultants participating on or solicited for this project.

	Bidder/Proposer/Prime	Bidder/Proposer/Prime	Bidder/Proposer/Prime
Company's Full Name	TURTLE & HUGHES		
Address	188 FOOTHILL ROAD		
City	BRIDGEWATER, NJ		
Zip	08807		
County	SOMERSET		
Phone	732-560-5575 x 5566		
Fax			
E-mail	MURICH@TURTLE.COM		
Owner	SOZANNE MILLARD		
Date Established	1923		
Date Certified			
Ethnicity	AMERICAN		
Gender	FEMALE		
Certification Status: DBE or Non-DBE	NON-DBE		
Federal Tax ID # / SSN #			
Annual Gross Receipts: A - Less than \$500K B - \$500K to \$1M C - \$1M to \$2M D - \$2M to \$5M E - \$5M and over indicate the letter that applies	E		
Primary NAICS Code:			



## BIDDER SOLICITATION &amp; CONTRACTOR INFORMATION - FORM A1

NJT Contract No: \_\_\_\_\_

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

Prime Contractor: \_\_\_\_\_

Telephone #: \_\_\_\_\_

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

*Complete the information below for "all" subcontractors/subconsultants solicited for or participating on this project.*

	Subcontractor/Subconsultant	Subcontractor/Subconsultant	Subcontractor/Subconsultant
Company's Full Name			
Address			
City			
Zip			
County			
Phone			
Fax			
E-mail			
Owner			
Date Established			
Date Certified			
Ethnicity			
Gender			
Certification Status: DBE or Non-DBE			
Federal Tax ID # / SSN #			
Annual Gross Receipts: A - Less than \$500K B - \$500K to \$1M C - \$1M to \$2M D - \$2M to \$5M E - \$5M and over Indicate the letter that applies			
Primary NAICS Code:			

NON-DBE SUBCONTRACTOR UTILIZATION - FORM A2

Directions: To be completed by any Bidder/Proposer/Prime for "all" subs including suppliers participating on this contract.

NJ Transit Contract No: 16-301

Date: 7/15/2016

Prime Contract Value: \$261,073.59

Bidder/Proposer Prime Name: TURTLE & HUGHES

Project Title: PURCHASE OF MATERIALS FOR THE GLADSTONE BRANCH CATEWAY POLE REPLACEMENT PROJECT

Name, Address and Telephone # of all Subcontractor/Subconsultants	FEIN #	Provide Detailed Scope of Work to be Performed	Dollar Amount of Subcontractor/Sub-consultant Work (\$) Awarded	Percentage of Subcontract or Work (%)
NONE			\$	%
			\$	%
			\$	%
			\$	%
			\$	%
Must provide a detailed scope of work; one-word descriptions are not acceptable.			\$	%
TOTALS			\$	%