

January 4, 2021

NJT-TFC-3348

Mr. Jamaal McClintock, President and CEO
Twenty-First Century Rail Corporation
20 Caven Point Avenue
Jersey City, NJ 07305-4604

Re: NJ TRANSIT Contract No. 96CT001
HBLRTS – DBOM – TFCRC
NJT-TFC-3338 dated September 10, 2020
TFC-NJT-OM7149 dated December 10, 2020

Subject: O&M/NPC No. 106 – Stations, Facilities and Light Rail Vehicles COVID-19 Cleaning

Dear Mr. McClintock:

NJ TRANSIT acknowledges receipt of TFCRC's letter no. TFC-NJT-OM7149 dated December 10, 2020, which submitted TFCRC's proposal in the amount of \$429,778.07 for the cleaning and sanitizing of the stations, facilities and light rail vehicles for the HBLRT System for an additional 6 months through June 30, 2021.

NJ TRANSIT is pleased to submit its counteroffer for the amount of \$422,837.98, which reflects the deletion of the Contractor's Insurance costs in the total amount of \$6,940.09, pending the review by NJ TRANSIT of the proposed markup rate of 0.9972% and negotiation of a current rate.

In accordance with Book III, Volume 1, Section 11.1.1.2, TFCRC is hereby directed to continue with the work for O&M/NPC No. 106 – Stations, Facilities and Light Rail Vehicles COVID-19 Cleaning on a time and materials basis with a revised upset limit in the amount of \$1,079,056.37 through June 30, 2021. This authorization is subject to early termination at NJ TRANSIT's sole discretion. All costs are to be supported by invoices from the service suppliers and vendors. All work shall be performed in accordance with the Contract, as amended, and the terms in the attached Rider, which shall be incorporated into the Contract in a future Change Order.

Please do not hesitate to contact me at [REDACTED] should you have any questions in this matter.

Sincerely,



Gerry Spelrem
Principal Contract Specialist

cc: P. Giammona, M. Rosenthal

PURCHASE ORDER INSTRUCTIONS

ALL PACKAGES MUST BE ACCOMPAN ED BY A PACKING SLIP.
 REFERENCE PURCHASE ORDER NUMBER, PURCHASE ORDER LINE NUMBER, AND NJT CATALOG NUMBER ON ALL INVOICES, PACKING SLIPS AND BILLS OF LADING.
 INVOICES WITHOUT PURCHASE ORDER NUMBERS WILL BE RETURNED. VENDOR MUST SUPPLY ORIGINAL NON CONSTRUCTION INVOICE AND ANY FREIGHT BILLS IN EXCESS OF \$100 TO:
 E-MAIL INVOICES@NJTRANSIT.COM OR FAX [REDACTED]
IMPORTANT - ONE INVOICE AND ALL OF ITS SUPPORTING DOCUMENTS MUST BE INCLUDED IN A FILE USING THE FILE NAMING FORMAT PURCHASE ORDER NUMBER -INVOICE NUMBER. MULTIPLE FILES MAY BE INCLUDED IN ONE E-MAIL.
 CONSTRUCTION INVOICES SHOULD CONTINUE TO BE SENT TO THE CONSTRUCTION MANAGER.
 VENDOR MUST ALSO SUPPLY A COPY OF INVOICE(S) TO CONSIGNEE.
 VENDOR: IF PRICE ON PO DOES NOT MATCH, DO NOT SHIP MATERIAL, CONTACT BUYER.

PURCHASE ORDER NO 210005235		REV NO 1	
VENDOR NO 80004086		ISSUE DATE 08/26/20	
DATE CHANGED 01/04/21		PAGE NO 1	

HOW TO CONTACT ACCOUNTS PAYABLE CUSTOMER CARE (APCC)
 E-MAIL APCC@NJTRANSIT.COM
 VOICE 973-491-8399 FAX [REDACTED]

SUPPLIER: Twenty-First Century Rail Corp 20 CAVEN POINT AVENUE JERSEY CITY, NJ, 07305	SHIP TO: NEWARK HEADQUARTERS NJ TRANSIT HEADQUARTERS ONE PENN PLAZA EAST NEWARK, NJ 07105-2246	BILL TO: NEWARK HEADQUARTERS NJ TRANSIT HEADQUARTERS ONE PENN PLAZA EAST NEWARK, NJ 07105-2246
* CHANGE ORDER - DO NOT DUPLICATE *		

BUYER: [REDACTED]	[REDACTED]	NJ TRANSIT IS EXEMPT FROM NJ SALES & USE TAXES PURSUANT TO SECT 9(A)(1), OF NJSA 54:32B-1 ET SEQ. FEDERAL T.I.N.: [REDACTED] TAX EXEMPT #S [REDACTED]
TERMS NET 45	FREIGHT TERMS	FOB
		QUOTATION NO

NJ TRANSIT ETHICS CODE: NJ TRANSIT IS AN INSTRUMENTALITY OF THE STATE OF NEW JERSEY AND ITS EMPLOYEES AND OFFICERS AND MEMBERS OF THE NJ TRANSIT BOARD OF DIRECTORS ARE PUBLIC SERVANTS AND ARE GOVERNED BY CIVIL AND CRIMINAL LAWS THAT CONTROL HOW NJ TRANSIT AND ITS PERSONNEL CONDUCT BUSINESS WITH VENDORS, CONTRACTORS AND CONSULTANTS. THESE PROVISIONS INCLUDE THE CONFLICTS OF INTEREST LAW, NJSA 52:13D-12; THE GIFTS TO PUBLIC SERVANTS LAW, NJSA 2C:27-6; AND THE COMPENSATION FOR PAST OFFICIAL BEHAVIOR LAW, NJSA 2C:27-4. THESE PROVISIONS CONTAIN UNEQUIVOCAL AND STRINGENT RESTRICTIONS RELATING TO GIFTS AND GRATUITIES BY ANY NJ TRANSIT EMPLOYEE OR ANY PERSON, COMPANY OR ENTITY DOING BUSINESS WITH OR WANTING TO DO BUSINESS WITH NJ TRANSIT. THE TERM "GIFT" INCLUDES ALL THINGS AND OBJECTS, TANGIBLE OR INTANGIBLE INCLUDING SERVICES, GRATUITIES, MEALS, ENTERTAINMENT, EVENT TICKETS, MEMBERSHIP CLUB ACCESS, TRAVEL COSTS AND LODGING. ALSO, NJ TRANSIT'S CODE OF ETHICS AND CODE OF CONTRACTORS AND CONSULTANTS FROM OFFERING ANY GIFTS TO ANY NJ TRANSIT EMPLOYEE. DO NOT, UNDER ANY CIRCUMSTANCES, TEMPT OR PUT AN NJ TRANSIT EMPLOYEE IN THE AWKWARD POSITION OF HAVING TO REFUSE A GIFT OR RETURN A GIFT NO MATTER HOW WELL INTENTIONED OR INNOCUOUS THE GIFT MAY BE.

LINE NUMBER	ITEM NUMBER/ MPN/MFR /DESCRIPTION	DELIVERY DATE	QUANTITY	UOM	UNIT PRICE	AMOUNT
	CONTRACT #:96CT001 SOURCE DOCUMENT: O&M/NPC 106 - Stations, Facilities and Light Rail Vehicles COVID-19 Cleaning					
1	MR #500000380721 GL #1.8812.50820.L059280.S.000.00000.00000 COVID-19 Stations and Facilities Cleaning System-wide	08/01/20	513057.17	\$	1	513,057.17
2	MR #500000380721 GL #1.8812.50820.L059280.S.000.00000.00000 COVID-19 Light Rail Vehicle Cleaning	08/01/20	143161.22	\$	1	143,161.22
*3	MR #500000435245 GL #1.8812.50820.L059280.S.000.00000.00000 HBLR COVID-19 Stations and Facilities Cleaning System-wide	01/01/21	328645.67	\$	1	328,645.67
*4	MR #500000435245 GL #1.8812.50820.L059280.S.000.00000.00000 HBLR COVID-19 Light Rail Vehicle Cleaning	01/01/21	94192.31	\$	1	94,192.31

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PURCHASE ORDER NO 210005235	REV NO 1
VENDOR NO 80004086	ISSUE DATE 08/26/20
DATE CHANGED 01/04/21	PAGE NO 2

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 E-MAIL APCC@NJTRANSIT.COM
 VOICE **973-491-8399** FAX [REDACTED]

SUPPLIER: Twenty-First Century Rail Corp 20 CAVEN POINT AVENUE JERSEY CITY, NJ, 07305	SHIP TO: NEWARK HEADQUARTERS NJ TRANSIT HEADQUARTERS ONE PENN PLAZA EAST NEWARK, NJ 07105-2246	BILL TO: NEWARK HEADQUARTERS NJ TRANSIT HEADQUARTERS ONE PENN PLAZA EAST NEWARK, NJ 07105-2246
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* CHANGE ORDER - DO NOT DUPLICATE *

BUYER: Gerald Spelrem [REDACTED]	NJ TRANSIT IS EXEMPT FROM NJ SALES & USE TAXES PURSUANT TO SECT 9(A)(1), OF NJSA 54:32B-1 ET SEQ. FEDERAL T.I.N.: [REDACTED] TAX EXEMPT #'S [REDACTED]		
TERMS NET 45	FREIGHT TERMS	FOB	QUOTATION NO

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LINE NUMBER	ITEM NUMBER/ MPN/MFR /DESCRIPTION	DELIVERY DATE	QUANTITY	UOM	UNIT PRICE	AMOUNT
ORIG AMT	656,218.39	THIS CHANGE	422,837.98		** TOTAL:	\$ 1,079,056.37

<input type="checkbox"/> WHEN THIS BOX IS CHECKED, THE TERMS AND CONDITIONS OF THE ATTACHED CONTRACT REPLACES THOSE SHOWN ON THE REVERSE SIDE OF THIS PURCHASE ORDER.	Authorized NJ Transit Signature / Date
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Philip D. Murphy, Governor
Sheila Y. Oliver, Lieutenant Governor
Diane Gutierrez-Scaccetti, Commissioner
Kevin S. Corbett, President & CEO

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

July 9, 2021

NJT-TFC-3365

Mr. Jamaal McClintock, President and CEO
Twenty-First Century Rail Corporation
20 Caven Point Avenue
Jersey City, NJ 07305-4604

Re: NJ TRANSIT Contract No. 96CT001
HBLRTS – DBOM – TFCRC
NJT-TFC-3348 dated January 4, 2021
TFC-NJT-OM7458 dated May 10, 2021

Subject: O&M/NPC No. 106 – Stations, Facilities and Light Rail Vehicles COVID-19 Cleaning

Dear Mr. McClintock:

NJ TRANSIT acknowledges receipt of TFCRC's letter no. TFC-NJT-OM7458 dated May 10, 2021, which submitted TFCRC's proposal in the amount of \$436,449.68 for the cleaning and sanitizing of the stations, facilities and light rail vehicles for the HBLRT System for an additional 6 months through December 31, 2021.

NJ TRANSIT is pleased to submit its counteroffer for the amount of \$423,916.73, which reflects the following revisions to TFCRC's proposal:

- The monthly cost of cleaning supplies is reduced from \$5,839.51 to \$4,534.01 in accordance with TFCRC's revised listing dated June 9, 2021;
- Contractor's Insurance costs in the total amount of \$4,309.32 are deleted pending the review by NJ TRANSIT of the proposed markup rate of 0.9972% and negotiation of a current rate.

In accordance with Book III, Volume 1, Section 11.1.1.2, TFCRC is hereby directed to continue with the work for O&M/NPC No. 106 – Stations, Facilities and Light Rail Vehicles COVID-19 Cleaning on a time and materials basis through December 31, 2021 with a revised upset limit in the amount of \$1,502,973.10. This authorization is subject to early termination at NJ TRANSIT's sole discretion. All costs are to be supported by invoices from the service suppliers and vendors. All work shall be performed in accordance with the Contract, as amended, and the terms in the attached Rider, which shall be incorporated into the Contract in a future Change Order.

Please do not hesitate to contact [REDACTED] [REDACTED] should you have any questions in this matter.

Sincerely,



[REDACTED]
[REDACTED]

[REDACTED] [REDACTED]

Philip D. Murphy, Governor
Sheila Y. Oliver, Lieutenant Governor
Diane Gutierrez-Scaccetti, Commissioner
Kevin S. Corbett, President & CEO

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

July 15, 2021

NJT-TFC-3368

Mr. Jamaal McClintock, President and CEO
Twenty-First Century Rail Corporation
20 Caven Point Avenue
Jersey City, NJ 07305-4604

Re: NJ TRANSIT Contract No. 96CT001
HBLRTS – DBOM – TFCRC
NJT-TFC-3365 dated July 9, 2021

Subject: O&M/NPC No. 106 – Stations, Facilities and Light Rail Vehicles COVID-19
Cleaning

Dear Mr. McClintock:

NJ TRANSIT's letter no. NJT-TFC-3365 dated July 9, 2021 transmitted an outdated Rider For Purchases Funded In Whole Or In Part By Federal Funds. Please replace the outdated form with the attached State of New Jersey Rider (revised 11/12/2020), which terms shall apply to O&M/NPC No. 106 – Stations, Facilities and Light Rail Vehicles COVID-19 Cleaning.

Please do not hesitate to contact me at [REDACTED] should you have any questions in this matter.

Sincerely,



[REDACTED]
[REDACTED]

[REDACTED] [REDACTED]



STATE OF NEW JERSEY RIDER FOR PURCHASES FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS
(REVISED 11/12/2020)

The provisions set forth in this Rider apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

I. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

Pursuant to 2 CFR 200.321, the State must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Accordingly, if subawards are to be made the Contractor shall:

- (1) Include **qualified small and minority businesses and women's business enterprises** on solicitation lists;
- (2) **Assure that small and minority businesses, and women's business enterprises** are solicited whenever they are potential sources;
- (3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and **women's business enterprises**;
- (4) Establish delivery schedules, where the requirement permits, which encourage **participation by small and minority businesses, and women's business enterprises**; and,
- (5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

II. DOMESTIC PREFERENCE FOR PROCUREMENTS

Pursuant to 2 CFR 200.322, where appropriate, the State has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). If subawards are to be made the Contractor shall include a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

- (1) **"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.**
- (2) **"Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.**

III. PROCUREMENT OF RECOVERED MATERIALS

Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is **available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.**
- iii. The Contractor also agrees to comply with all other applicable requirements of **Section 6002 of the Solid Waste Disposal Act.**

IV. EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing

regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." See 2 CFR Part 200, Appendix II, para. C. During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor 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 race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may

require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

V. DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED

When required by Federal program legislation, all prime construction contracts in excess of \$ 2,000 shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

VI. COPELAND ANTI_KICK-BACK ACT

Where applicable, the Contractor must comply with Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

- a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the OGS centralized contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the clauses above may be grounds for termination of the OGS centralized contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

VII. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708

Where applicable, all contracts awarded by the non-Federal entity in excess of \$ 100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

- (1) 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 workweek in which he or she is employed on such work to work in excess of forty hours in such workweek 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 workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor 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 the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The unauthorized user shall upon its own action or upon written request of an 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 in paragraph (b)(2) of this section.

- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

VIII. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

IX. CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED

Where applicable, Contract and subgrants of amounts in excess of \$150,000, must comply with the following:

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

X. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the State or authorized user. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or authorized user, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

XI. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

XII. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
- (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115-232*, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

PURCHASE ORDER INSTRUCTIONS

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 E-MAIL INVOICES@NJTRANSIT.COM OR FAX 973-833-8132
IMPORTANT - ONE INVOICE AND ALL OF ITS SUPPORTING DOCUMENTS MUST BE INCLUDED IN A FILE USING THE FILE NAMING FORMAT PURCHASE ORDER NUMBER -INVOICE NUMBER. MULTIPLE FILES MAY BE INCLUDED IN ONE E-MAIL.
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PURCHASE ORDER NO 210005235		REV NO 2
VENDOR NO 80004086	ISSUE DATE 08/26/20	
DATE CHANGED 07/09/21	PAGE NO 1	

HOW TO CONTACT ACCOUNTS PAYABLE CUSTOMER CARE (APCC)
 E-MAIL APCC@NJTRANSIT.COM
 VOICE 973-491-8399 FAX 973-491-4621

SUPPLIER: Twenty-First Century Rail Corp 20 CAVEN POINT AVENUE JERSEY CITY, NJ, 07305	SHIP TO: NEWARK HEADQUARTERS NJ TRANSIT HEADQUARTERS ONE PENN PLAZA EAST NEWARK, NJ 07105-2246	BILL TO: NEWARK HEADQUARTERS NJ TRANSIT HEADQUARTERS ONE PENN PLAZA EAST NEWARK, NJ 07105-2246
* CHANGE ORDER - DO NOT DUPLICATE *		

BUYER: [REDACTED]	NJ TRANSIT IS EXEMPT FROM NJ SALES & USE TAXES PURSUANT TO SECT 9(A)(1), OF NJSA 54:32B-1 ET SEQ.		
TERMS NET 45	FREIGHT TERMS	FOB	QUOTATION NO [REDACTED]

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LINE NUMBER	ITEM NUMBER/ MPN/MFR /DESCRIPTION	DELIVERY DATE	QUANTITY	UOM	UNIT PRICE	AMOUNT
	CONTRACT #:96CT001 SOURCE DOCUMENT: O&M/NPC 106 - Stations, Facilities and Light Rail Vehicles COVID-19 Cleaning					
1	MR #500000380721 GL #1.8812.50820.L059280.S.000.00000.00000 COVID-19 Stations and Facilities Cleaning System-wide	08/01/20	513057.17	\$	1	513,057.17
2	MR #500000380721 GL #1.8812.50820.L059280.S.000.00000.00000 COVID-19 Light Rail Vehicle Cleaning	08/01/20	143161.22	\$	1	143,161.22
3	MR #500000435245 GL #1.8812.50820.L059280.S.000.00000.00000 HBLR COVID-19 Stations and Facilities Cleaning System-wide	01/01/21	328645.67	\$	1	328,645.67
4	MR #500000435245 GL #1.8812.50820.L059280.S.000.00000.00000 HBLR COVID-19 Light Rail Vehicle Cleaning	01/01/21	94192.31	\$	1	94,192.31

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PURCHASE ORDER NO 210005235		REV NO 2	
VENDOR NO 80004086		ISSUE DATE 08/26/20	
DATE CHANGED 07/09/21		PAGE NO 2	

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SUPPLIER: Twenty-First Century Rail Corp
 20 CAVEN POINT AVENUE
 JERSEY CITY, NJ, 07305

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 ONE PENN PLAZA EAST
 NEWARK, NJ 07105-2246

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TERMS	FREIGHT TERMS	FOB	QUOTATION NO	[REDACTED]	
NET 45					

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*5	MR #500000497413 GL #1.8812.50820.L059280.S.000.00000.00000 HBLR COVID-19 Light Rail Vehicle Cleaning System-wide for 6 Months (July 1, 2021 - December 31, 2021)	06/30/21	94192.31	\$	1	94,192.31
*6	MR #500000497413 GL #1.8812.50820.L059280.S.000.00000.00000 HBLR COVID-19 Stations and Facilities Cleaning System-wide for 6 Months (July 1, 2021 - December 31, 2021)	06/30/21	329724.42	\$	1	329,724.42
ORIG AMT	656,218.39	THIS CHANGE	423,916.73		** TOTAL:	\$ 1,502,973.10

WHEN THIS BOX IS CHECKED, THE TERMS AND CONDITIONS OF THE ATTACHED CONTRACT REPLACES THOSE SHOWN ON THE REVERSE SIDE OF THIS PURCHASE ORDER.

Authorized NJ Transit Signature / Date
 July 9, 2021

Philip D. Murphy, Governor
Sheila Y. Oliver, Lieutenant Governor
Diane Gutierrez-Scaccetti, Commissioner
Kevin S. Corbett, President & CEO

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

January 18, 2022

NJT-TFC-3380

Mr. Jamaal McClintock, President and CEO
Twenty-First Century Rail Corporation
20 Caven Point Avenue
Jersey City, NJ 07305-4604

Re: NJ TRANSIT Contract No. 96CT001
HBLRTS – DBOM – TFCRC
NJT-TFC-3365 dated July 9, 2021
NJT-TFC-3368 dated July 15, 2021
TFC-NJT-OM7919 dated December 8, 2021

Subject: O&M/NPC No. 106 – Stations, Facilities and Light Rail Vehicles COVID-19 Cleaning

Dear Mr. McClintock:

NJ TRANSIT acknowledges receipt of TFCRC's letter no. TFC-NJT-OM7919 dated December 8, 2021, which submitted TFCRC's proposal in the amount of \$971,224 for the cleaning and sanitizing of the stations, facilities and light rail vehicles for the HBLRT System from January 1 through December 31, 2022.

NJ TRANSIT is pleased to submit its counteroffer for the amount of \$961,635, which reflects the deletion of Contractor Insurance costs in the amount of \$9,589 pending the review by NJ TRANSIT of the proposed markup rate of 0.9972% and negotiation of a current rate.

In accordance with Book III, Volume 1, Section 11.1.1.2, TFCRC is hereby directed to continue with the work for O&M/NPC No. 106 – Stations, Facilities and Light Rail Vehicles COVID-19 Cleaning on a time and materials basis through December 31, 2022 with a revised upset limit in the amount of \$2,464,608.10. This authorization is subject to early termination at NJ TRANSIT's sole discretion. All costs are to be supported by invoices from the service suppliers and vendors. All work shall be performed in accordance with the Contract, as amended, and the terms in the attached Rider, which shall be incorporated into the Contract in a future Change Order.

Please do not hesitate to contact [REDACTED] at [REDACTED] should you have any questions in this matter.

Sincerely,



Digitally signed by Renzo
Sosa
DN: l=Newark, st=NJ, c=US,
o=NJ Transit, cn=Renzo Sosa
Date: 2022.01.18 12:57:38
-05'00'

[REDACTED]
Director of Vendor Management

cc: [REDACTED]



ONE PENN PLAZA EAST
NEWARK, NJ 07105-2246

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PURCHASE ORDER NO 210005235		REV NO 3	
VENDOR NO 80004086		ISSUE DATE 08/26/20	
DATE CHANGED 01/11/22		PAGE NO 1	

SUPPLIER:

Twenty-First Century Rail Corp
20 CAVEN POINT AVENUE
JERSEY CITY, NJ, 07305

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NJ TRANSIT HEADQUARTERS
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TERMS NET 45	FREIGHT TERMS	FOB	QUOTATION NO	FEDERAL T.I.N.: [REDACTED] TAX EXEMPT #S [REDACTED]	

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2	MR #500000380721 GL #1.8812.50820.L059280.S.000.00000.00000 COVID-19 Light Rail Vehicle Cleaning	08/01/20	143161.22	\$	1	143,161.22
3	MR #500000435245 GL #1.8812.50820.L059280.S.000.00000.00000 HBLR COVID-19 Stations and Facilities Cleaning System-wide	01/01/21	328645.67	\$	1	328,645.67



ONE PENN PLAZA EAST
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PURCHASE ORDER NO 210005235		REV NO 3	
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DATE CHANGED 01/11/22		PAGE NO 2	

SUPPLIER:

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20 CAVEN POINT AVENUE
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6	MR #500000497413 GL #1.8812.50820.L059280.S.000.00000.00000 HBLR COVID-19 Stations and Facilities Cleaning System-wide for 6 Months (July 1, 2021 - December 31, 2021)	06/30/21	329724.42	\$	1	329,724.42
*7	MR #500000568648 GL #1.8812.50820.L059280.S.000.00000.00000 HBLR 2022 COVID-19 Stations, Facilities and Light Rail Vehicles Cleaning System-wide for 12	12/23/21	961635	\$	1	961,635.00



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BUYER: [REDACTED]				NJ TRANSIT IS EXEMPT FROM NJ SALES & USE TAXES PURSUANT TO SECT 9(A)(1), OF NJSA 54:32B-1 ET SEQ.	
TERMS NET 45	FREIGHT TERMS	FOB	QUOTATION NO	FEDERAL T.I.N.: [REDACTED] TAX EXEMPT #S [REDACTED]	

NJ TRANSIT STRONG CODE: NJ TRANSIT IS AN INSTRUMENTALITY OF THE STATE OF NEW JERSEY AND ITS EMPLOYEES AND OFFICERS AND MEMBERS OF THE NJ TRANSIT BOARD OF DIRECTORS ARE PUBLIC SERVANTS AND ARE GOVERNED BY CIVIL AND CRIMINAL LAWS THAT CONTROL HOW NJ TRANSIT AND ITS PERSONNEL CONDUCT BUSINESS WITH VENDORS, CONTRACTORS AND CONSULTANTS. THESE PROVISIONS INCLUDE THE CONFLICTS OF INTEREST LAW, NJSA 17:27, THE GIFTS TO PUBLIC SERVANTS LAW, NJSA 17:28, AND THE COMPENSATION FOR PUBLIC OFFICIALS, NJSA 17:27-4. THESE PROVISIONS COVER UNBIDDICAL AND STRENGERT REIFICATIONS RELATING TO GIFTS AND GRATUITIES BY ANY NJ TRANSIT EMPLOYEE OR ANY PERSON, COMPANY OR ENTITY DOING BUSINESS WITH OR WANTING TO DO BUSINESS WITH NJ TRANSIT. THE TERM "GIFT" INCLUDES ALL THINGS AND SERVICES, TANGIBLE OR INTANGIBLE INCLUDING SERVICES, GRATUITIES, MEALS, ENTERTAINMENT, EVENT TICKETS, MEMBERSHIP CLUB ACCESS, TRAVEL COSTS AND LOGGINS. ALSO, NJ TRANSIT'S CODE OF ETHICS AND CODE OF CONDUCT FOR CONTRACTORS AND CONSULTANTS FROM OFFERING ANY GIFTS TO ANY NJ TRANSIT EMPLOYEE. DO NOT UNDER ANY CIRCUMSTANCES, TRY TO PUT AN NJ TRANSIT EMPLOYEE IN THE KNOWN POSITION OF HAVING TO REFUSE A GIFT OR RETURN A GIFT TO A BATTERED, HONORABLE, INTERFERED OR ENDANGERED THE GIFT MAY BE.

LINE NUMBER	ITEM NUMBER/MPNAMFR	DESCRIPTION	DELIVERY DATE	QUANTITY	UOM	UNIT PRICE	AMOUNT
		Months (January 1, 2022 - December 31, 2022)					
	ORIG AMT	656,218.39	THIS CHANGE	961,635.00		** TOTAL:	\$ 2,464,808.10

WHEN THIS BOX IS CHECKED, THE TERMS AND CONDITIONS OF THE ATTACHED CONTRACT REPLACES THOSE SHOWN ON THE REVERSE SIDE OF THIS PURCHASE ORDER.

Authorized NJ Transit Signature / Date
 01/18/2022