
THE METROPOLITAN TRANSPORTATION AUTHORITY

LONG ISLAND RAIL ROAD



BID DOCUMENTS

FOR

IFB NO. 6360

MAINTENANCE, INSPECTIONS AND REPAIR SERVICES OF ELEVATORS

**THREE YEAR TERM WITH AN
OPTION FOR AN ADDITIONAL 2 YEARS**

Prepared by: Melissa Flores, Sr. Contract Administrator
Procurement and Logistics Department
144-41 94th Avenue, 3rd Floor, Jamaica, New York 11435

Date: April 23, 2021



Procurement & Logistics
144-41 94th Avenue
M/C 0335, 3rd Floor
Jamaica, NY 11435

April 23, 2021

Dear Prospective Contractor:

**Subject: Invitation for Bid (IFB) No. 6360
Maintenance, Inspections and Repair Services of Elevators**

Pursuant to this Invitation for Bid ("IFB"), The Long Island Rail Road Company ("LIRR" or "Railroad") hereby seeks bids from prospective Bidders to provide labor, material and equipment necessary to perform conditional assessments, scheduled and unscheduled maintenance, repairs and planned component replacements on one hundred fifteen (115) elevators located on LIRR property (the, "Work") for a three (3) year period with an option for two (2) additional years.

If you are not interested in responding to this IFB, please complete, sign and return a copy of the attached "NO BID RESPONSE FORM" (Appendix A) to the Contract Administrator.

Failure to submit a bid or a "NO BID RESPONSE FORM" may result in your firm being removed from the bidder's list for this commodity.

If you have any questions concerning this Invitation for Bid, please contact the undersigned via email at mpcesar@lirr.org.

Sincerely,

Melissa Flores

Melissa Flores
Sr. Contract Administrator
Tel: (718) 725-2665
Email: mpcesar@lirr.org



Long Island Rail Road
Metropolitan Transportation Authority

INVITATION FOR BIDS

Procurement & Logistics Department
144-41 94th Avenue, Mail Code 0335, 3rd Floor
Jamaica, NY 11435

THIS IS NOT AN ORDER

REPLY MUST BE MADE ON THIS FORM

IFB No. 6360 – Maintenance, Inspections, and Repair Services of Elevators. Bids must be received no later than 2:00 PM on June 16, 2021 (the “Bid Deadline”) at which time all Bids will be publicly opened and read.

CONTRACTING OFFICER: Melissa Flores, Sr. Contract Administrator Phone: (718) 725-2665

- The Long Island Rail Road Company (LIRR) hereby solicits a bid of the price or prices upon which you offer to furnish the following goods, products, materials or services listed herein.
- Bidders must quote firm, fixed prices and include all delivery costs.
- All bids must be sealed in the envelope provided and returned by mail to the Procurement & Logistics Department, LIRR, Mail Code 0335, 144-41 94th Avenue, 3rd Floor, Jamaica, NY 11435.
- Sellers are advised that any name appearing on the United States Comptroller General's list of ineligible contractors for Federally financed and assisted projects are not eligible to submit a quotation.
- LIRR reserves the right to waive any informality in a bid or to reject any or all bids.
- LIRR is exempt from New York State and local taxes on all purchases.
- Seller shall offer all discounts afforded the Metropolitan Transportation Authority (MTA) and affiliates, municipalities, agencies and public benefit corporations of the State of New York.
- All requests for clarification must be submitted to the Procurement Officer in writing 10 days prior to the Bid Deadline.
- This purchase is subject to a financial assistance contract from the Metropolitan Transportation Authority (MTA) and the State of New York.
- The attached terms and conditions will be applicable to any award made on this Invitation for Bids; particular attention is directed to the Quality Provisions article.
- Complete all information and sign form below.

(PLEASE TYPE OR PRINT):

Bid Submitted By: _____
(NAME OF COMPANY/SELLER)

Address: _____

City: _____ State: _____ Zip: _____

Phone #: () _____ Fax #: () _____ E-mail: _____

Tax ID No: _____

(Authorized Signature)

(Print Name)

Bids may not be withdrawn for three (3) months after opening date.

(Authorized Signature)

(Print Name)



Bid Prepared Date: ____/____/____

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PART I. INVITATION FOR BIDS

I.-1.0 THE PROJECT

- 1.1 Pursuant to this Invitation for Bid (“IFB”), The Long Island Rail Road Company (“LIRR” or the “Railroad”) seeks firm-fixed price bids from prospective Bidders to provide labor, material, and equipment necessary to perform conditional assessments, scheduled and unscheduled maintenance, repairs and planned component replacements on one hundred fifteen (115) elevators located on LIRR property (the, “Work”). The Contractor shall submit detailed resumes for the Engineer(s) performing the work within 10 days of the Notice of Award for LIRR approval; and for the duration of the contract subsequent personnel identified for performance of the work must submit resumes for LIRR approval prior to initiating any work, of their mechanics, apprentices, account managers, supervisors and system trouble-shooters with their bid. The Work shall be done in accordance with attached Technical Scope of Work including all attachments thereto (collectively, the “Technical Specifications”).
- 1.2 The term of the contract shall be three (3) years from Notice of Award with an option to renew the Contract, in LIRR’s sole discretion, for an additional (2) two-year period (the “Contract”).
- 1.3 LIRR reserves the right during the term of the Contract to add and/or delete equipment, at its sole discretion, with fifteen (15) days written notification to the successful Bidder (the “Contractor”).

I.-2.0 BIDDERS’ CONFERENCE

- 2.1 A Bidders’ Conference is scheduled for **May 17, 2021, 9:00 am**, at Lynbrook Train Station located at Sunrise Highway and Broadway, Lynbrook NY. Please contact Melissa Flores, Senior Contract Administrator (“Contracting Officer”), at Tel: 718-725-2665 or E-mail at mpcesar@lirr.org to make reservations for this conference no later than **2:00 P.M. on Friday May 14, 2021**. Due to the coronavirus pandemic, each Contractor is limited to no more than two (2) attendees at the Bidder’s conference. Attendance at the Bidders’ Conference is not mandatory but strongly recommended. No other such conference is planned.

Tentative Site Tour Schedule

Day 1: Lynbrook, RVC, Baldwin, Freeport, Merrick, Bellmore, Wantagh, Seaford, Massapequa, Massapequa Park, Babylon, KO, Mid Suffolk Yard

Day 2: Arch St, Yard Services Building- at Northern Blvd, Woodside, Flushing, Murray Hill, Auburndale, Great Neck, Wyandanch

Day 3: Atlantic Terminal, Atlantic Yard, Nostrand Ave, Jamaica, Hicksville

Day 4: Penn Station, West Side Yard, Hillside, Mineola

- 2.2 The Bidders’ Conference will be chaired by the Contracting Officer and will include a discussion of the Work, and other administrative and technical requirements of the Contract. Questions or requests for clarifications should be made at the Bidders’ Conference. Any necessary responses will be addressed via an addendum (“Addendum”) issued by the Contracting Officer after the Bidders’ Conference.

- 2.3 Site Tours of the LIRR elevators that will be rehabilitated to bring them to a state of good repair during the term of this Contract will also be scheduled. Safety is of the utmost importance, therefore the following Site Tour Safety Guidelines will be implemented:
- a. Personal Protective Equipment (PPE)/Safety Attire (boots, glasses, vests, hard hats and face masks/face coverings) are mandatory for all attendees at the Site Tour. LIRR will not provide safety attire.
 - b. Face masks/face coverings must be worn and cover both nose and mouth at all times while on LIRR property.
 - c. Social distancing of at least six (6) feet must be observed.
 - d. All Bidders entering the LIRR LIC Yard site will have their temperature checked.
- 2.4 LIRR will provide additional information regarding the Site Tours following issuance of the IFB. All prospective Bidders wishing to attend the Site Tours will be required to confirm their attendance by contacting LIRR's Contracting Officer, Melissa Flores at (718) 725-2665 or at mpcesar@lirr.org and to submit a **Site Tour Release Form** annexed hereto as **Schedule I. Please be prepared to attend all day for approximately seven (7) days.** An agenda will be provided via e-mail to those prospective bidders wishing to attend the Site Tours.

I.-3.0 BID SUBMISSION

- 3.1 The Long Island Rail Road Company ("LIRR" or the "Railroad") will receive electronically submitted bids no later than 2:00 PM on June 16, 2021 (the "Bid Deadline"). Bids received after the Bid Deadline will not be accepted by the Railroad. Bidders accept sole responsibility for the timely delivery to and receipt by the Railroad of their Bids. The Railroad reserves the right to modify the Bid Deadline if considered necessary in the Railroad's sole and absolute discretion.

The following instructions must be followed to submit a bid:

- (a) If your firm intends to submit a bid for the subject IFB, please indicate so by send an email to LIRR's Contracting Officer Melissa Flores at mpcesar@lirr.org no later than 2:00PM on Month 12, 2021 to register for LIRR's electronic submission platform. Firms must register by this date in order to submit their bids. The Contracting Officer will provide a confirmation email once the Bidder has successfully registered and provide bid submission instructions.
 - (b) Bidders must use PDF formatted files for their submission. The above electronic bid submission requirements shall supersede the hard copy submission requirements indicated elsewhere in this IFB, if any.
- 3.2 Bidders should keep a complete copy of their Bid Submissions for their files.
- 3.3 Prospective Bidders must examine the Contract Documents carefully and, before bidding, shall make any requests of the Railroad's Contracting Officer for clarifications, interpretations or corrections of any ambiguity, inconsistency, or errors therein. Questions and requests for clarification of this IFB should be addressed in writing to Melissa Flores, the Contracting Officer via email at mpcesar@lirr.org or by phone at (718) 725-2665. **Please note that LIRR will not address questions within the two (2) weeks prior to the Bid Deadline. All questions must, therefore, be submitted to the Contracting Officer no later than 5:00 p.m. on June 2, 2021 .**

Any clarifications, interpretations, corrections or amendments to the Contract Documents will not contractually bind the Railroad unless they are issued in a written Addendum released by the Contracting Officer. Each Bidder recorded as having received a copy of the Contract Documents will be issued an Addendum as released by the Contracting Officer. Each Bidder shall acknowledge receipt of each Addendum in writing on the **Addenda Acknowledgement, Schedule IV**, provided with the Contract Documents.

- 3.4 LIRR assumes no responsibility for any conclusions or interpretations made by the Bidder based upon information not included in this IFB and any appendices and any attachments hereto, as such documents may be amended by LIRR prior to the Bid Deadline.
- 3.5 By submitting a bid to the Railroad, the Bidder shall be deemed to agree, and comply with, to all terms and conditions of the Contract and its requirements.
- 3.6 LIRR will not be responsible or liable for any costs or expenses incurred by the Bidder in connection with the preparation or submission of any bid.

I.-4.0 BID REQUIREMENTS

4.1 Bid Prices

Bidders are required to bid their firm-fixed prices for the services described in the IFB. Bid prices shall be deemed to include, and Bidders must include, the cost of all applicable permits and licenses required and necessary for the satisfactory execution of the Work and shall be secured and paid for by the Contractor at no additional cost or burden to LIRR. Bid prices shall remain fixed for the term of the Contract, and an option period(s), and shall be the full and sole compensation to the Contractor for performance of the Work. Bidders are advised that failure to quote firm-fixed prices will be cause for rejection of their bids as non-responsive. Bidders must quote on all of the sections listed in the Price Schedule(s). Bidders are advised that **LIRR is exempt for New York State and local sales and compensating use taxes**. Bidders, therefore, shall not include any amounts for state and local taxes in their bids. No amount shall be included in bids for any sales or compensating use taxes and bids shall be deemed to exclude any such taxes.

4.2 Insurance

As a condition of Award and prior to commencement of any Work under the Contract, the Contractor shall submit proof of the insurance coverage required by the Contract. The Contractor shall provide as evidence of such insurance a certificate(s) of insurance, in a form acceptable to the Railroad as set forth in the **Insurance Requirements** annexed hereto as **Appendix C**. The required insurance must be maintained until completion of the Work.

4.3 M/WBE & SDVOB Requirements

No M/WBE & SDVOB goals have been established for this Contract.
0% MBE 0% WBE 0% SDVOB

4.4 Subcontracting

The Contract requires that the Contractor perform all Work with its own employees. Notwithstanding the foregoing, LIRR will evaluate bids where the Bidder proposes to use a

subcontractor(s). In such case, the Bidder must submit with its bid, the following information: (1) the name and address of the proposed subcontractor(s) including a contact name and telephone number; (2) a detailed description of the work that the subcontractor will perform, and (3) a statement identifying the prior experience of the subcontractor(s) in performing the type of work required by the Contract.

4.5 Payment of Prevailing Wages

The Contractor shall pay all classes of labor employed in connection with the Contract, at a minimum, the prevailing wage at the time the Work is performed for each class as determined by the Commissioner of Labor for the State of New York.

4.6 Compliance with EEO Laws

The Contractor shall comply with all applicable Equal Employment Opportunity laws and regulations including EEO reporting and having on file an affirmative action plan. In the event the Contractor does not currently have an affirmative action program or programs in effect complying with the requirements of this Contract, it will be required to develop, implement and maintain such program or programs for the period of performance of this Contract.

4.7 Quality System Requirements

Bidders must submit a Quality Management System Manual with their bids, which the Railroad will review in connection with its Responsibility review and determination for each Bidder. Failure of a Bidder to supply a Quality Management System Manual acceptable to the Railroad, in its sole discretion, in accordance with **Appendix D, Quality Management System Requirements**, or to otherwise comply with the Quality requirements set forth in the Contract Documents may result in rejection of its Bid.

4.8 Security Plan

The Contractor shall develop and submit, for LIRR's approval, a specific Work Site Security Plan in accordance with **Appendix E, Work Site Security Requirements**, prior to performance of any Work under the Contract. The Contractor shall also submit **Appendix F, MTA Security Sensitive Information Handbook**.

4.9 Safety Plan

The Contractor shall develop and submit, for LIRR's approval, a specific project Safety Plan in accordance with **Appendix K, Safety Requirements and Safety Plan**, prior to performance of any Work under the Contract. The Safety Plan will be evaluated as a part of LIRR's Responsibility review and determination of the Bidder. If LIRR determines that the successful Bidder's Safety Plan does not satisfy the Contract requirements, then: (a) the Bidder will be required to resubmit a revised Safety Plan within fifteen (15) days of notification by LIRR, or (b) the Bidder's Chief Executive Officer will be required to attend a meeting within five (5) days of notification by LIRR, for the purpose of discussing the Safety Plan and reaching an agreement on the necessary changes. LIRR's acceptance of the successful Bidder's Safety Plan is required prior to Award. Failure to (i) resubmit a revised Safety Plan, (ii) attend a required meeting, or (iii) reach agreement with LIRR on a Safety Plan acceptable to LIRR, may result in a finding of non-responsibility, which shall render the Bidder ineligible for Award.

4.10 Bid Bond

Each bid must be accompanied by a certified check or bank check, or bid bond in the amount of five percent (5%) of the Bid Price. If a certified or bank check is used, it shall be made payable to “The Long Island Rail Road Company” and shall be drawn upon a national or state bank or trust company having its principal office in New York State. If a bid bond is used, it shall be submitted on the same form of Bid Bond included herein (**Appendix B.**), and accompanied by a current Certificate of Qualification pursuant to Section 1111 of New York Insurance Law, and the surety thereon shall be a corporate surety licensed to do business in the State of New York, with an approved capacity to exceed the total amount of the bid, and in good standing under the laws of the State. Further, in order to be approved, a surety must have an underwriting limitation of no less than \$1,000,000 by the Federal Register, or be rated by A. M. Best & Co. at A- or higher.

I.-5.0 BASIS FOR AWARD

- 5.1 Award of the Contract shall be made to the responsive and responsible Bidder in accordance with the following Selection Criteria:

LOW LUMP SUM BID

- 5.2 Once opened, bids may not be withdrawn by a Bidder for ninety (90) days.
- 5.3 Bidders are advised that failure of a Bidder to comply with the requirements of this IFB may result in rejection of its bid as non-responsive. LIRR may consider and reject any bid not prepared and submitted in accordance with provisions of this IFB and reserves the right to waive informalities in, or reject any and all bids, or to accept bids, if any, which in its judgment will under all circumstances best serve the public interest.
- 5.4 If only one bid is received, the Railroad may convert this solicitation to a negotiated procurement. Whether or not so converted, the sole Bidder will be required to submit sufficient cost data and documentation, as determined by the Railroad, to permit the Railroad to analyze the proposed costs and price(s) for reasonableness.
- 5.5 No rights accrue to any Bidder unless and until its bid is accepted by LIRR.

I.-6.0 RESPONSIBILITY

- 6.1 Bidders are advised that LIRR requires, as a condition precedent to Award, the submission of proof, subject to verification by LIRR, that the Bidder is a Responsible contractor. A Bidder must demonstrate that it has integrity, skill, experience, necessary facilities, financial capability and stability to successfully and faithfully perform the services offered and to comply with all of the requirements of the Technical Specifications. **Bidders shall complete and submit to the Railroad with their bids, the annexed Schedule VII, Contractor Responsibility Data.**
- 6.2 Bidders shall provide all technical data and/or catalog cuts necessary to evaluate any items proposed for use as substitutes for previously LIRR approved materials.
- 6.3 LIRR reserves the right to request, in its sole discretion, additional information from the Bidder necessary to make a Responsibility determination including, but not limited to financial statements, annual reports, and tax submittals. Bidders shall submit the last three (3) years of financial information.

- 6.4 The Railroad also reserves the right prior to Award to inspect a Bidder's facilities and to evaluate and verify the Bidder's capability to perform the services in accordance with the Bid Documents. The results of any such inspection(s) and evaluation(s) may be utilized by the Railroad in determining the Bidder's Responsibility a condition of Award.
- 6.5 Bidders are advised that the Contractor shall remain a Responsible contractor for term of the Contract. As set forth in **Schedule VII (Contractor Responsibility Data)**, during the term of the Contract, the Contractor shall promptly give written notice to LIRR and cooperate with LIRR in any subsequent investigation where (a) the Contractor has reason to believe that any representation or answer to any question in Schedule VII was not accurate or complete at the time the schedule was signed or (b) events occur or circumstances change so that any answer to any question on Schedule VII is no longer accurate or complete. LIRR reserves the right, in its sole discretion, to take redial action including immediate suspension of the Contractor's Work or termination of the Contract if, among other things, the Contractor fails to provide such written notice or the Railroad discovers information that call into question the Responsibility of the Contractor.

I.-7.0 IMPORTANT NOTICE TO BIDDERS

- 7.1 **CONTRACTOR PERFORMANCE EVALUATION:** If applicable, the Contractor's performance will be evaluated by the LIRR until completion or termination of the Contract. The quality of the Contractor's performance in a number of areas will be rated, at a minimum, as satisfactory, needs improvement, unsatisfactory, or not applicable. Each Contractor Performance Evaluation with correspondence documenting deficient performance will be made available to the MTA and affiliated agencies for use in the determination of contractor/consultant responsibility on future contracts. A contractor that is determined to be not responsible will not be eligible for contract award.
- 7.2 **POST-EMPLOYMENT RESTRICTIONS ON FORMER EMPLOYEES:** The State Ethics in Government Act, specifically, Public Officers Law section 73(8), prohibits former employees from working as consultants or contractors or as employees to consultants or contractors on LIRR projects for a period of two years from his or her separation from LIRR employment. In addition, such former employees are permanently barred from working on any matter with which that employee was directly involved while LIRR employee. If you are a former LIRR employee or you are planning to include a former LIRR employee as a member of the project team on any bid or proposal, that former employee should call the State Ethics Commission, (518) 432-8207, to determine whether the post-employment restrictions referenced above would bar the former employee's work on the project. For any former employee proposed for a project, we require a statement that his/her employment on the project is not prohibited by the Ethics in Government Act.
- 7.3 **METROPOLITAN TRANSPORTATION AUTHORITY VENDOR CODE OF ETHICS:** Bidders must certify compliance with the **MTA Vendor Code of Ethics ("the Code")**, **Schedule VIII** attached hereto, and submit their certification with their bids. The Metropolitan Transportation Authority ("MTA") has adopted the Code, which is applicable to all Vendors (as that term is defined by the Code) involved in the procurement process for the award and performance of a contract with MTA/LIRR. All Vendors involved in this procurement and during the performance of any resultant contract are subject to the Code. A copy of the Code is available for immediate review on the MTA website at www.mta.info/mta/procurement/vendor-code.htm.

- 7.4 NYS CERTIFICATION OF RESTRICTIONS ON LOBBYING: This procurement is subject to New York State Finance Law, Sections 139-j and 139-k, which requires that LIRR obtain certain affirmations and disclosures from Bidders related to prior non-Responsibility determinations. Bidders must certify and disclose prior non-Responsibility determinations on **Schedule IX, NYS Certification of Restriction on Lobbying**, attached hereto and submit the certification with their bids.
- 7.5 MTA USE OF CONTRACT: Bidders are advised that copies of the executed contract will be furnished to the MTA and its subsidiaries and affiliates ("MTA Agencies"), upon request, and that the MTA Agencies reserve the right to place an order with the Contractor, either directly or through LIRR for the services or products being furnished to LIRR under the Contract utilizing the same pricing and terms and conditions as LIRR hereunder.

I.-8.0 RIGHT TO REVIEW ADDITIONAL INFORMATION

LIRR reserves the right to request additional information before making an award and to seek clarification from any bidder or offeror about any statement in its bid or proposal that the Railroad finds ambiguous.

I.-9.0 BID PROTEST

Bidders are advised that LIRR has written protest procedures to handle and resolve disputes relating to their procurements. Copies of the protest procedures are available by contacting LIRR's Contracting Officer identified herein. All protest decisions must be in writing.

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PART II. CONTRACT TERMS AND CONDITIONS

A. GENERAL TERMS AND CONDITIONS

[See next pages]

LONG ISLAND RAIL ROAD
GENERAL TERMS AND CONDITIONS

Rev 10/1/2019

1. APPLICABILITY. These general terms and conditions apply to the subject procurement by The Long Island Rail Road Company (LIRR). The terminology used herein is as follows:

Contract Documents – The Invitation for Bid (IFB) or Request for Proposal (RFP), as applicable, including the terms and conditions annexed thereto and all attachments to the IFB/RFP and any Purchase Orders issued by LIRR, which are hereby incorporated by reference and made part of the Contract.

LIRR or the Railroad – The Long Island Rail Road Company.

MTA – The Metropolitan Transportation Authority, its subsidiaries and affiliates.

Procurement Officer – LIRR's Chief Procurement and Logistics Officer or his designee.

Seller or Contractor – Individual and/or entity providing goods, products, materials and/or services.

Contract – The contractual agreement for the sale and purchase of goods, products, materials and/or services set forth in the Contract Documents.

Technical Specifications – Any specifications, work scope, drawings or other provisions included in the Contract Documents, which set forth the technical requirements of the Work.

Work – The furnishing of all goods, services, materials, equipment and products as required by the Contract Documents.

2. TIE BIDS. Cash discounts will be considered in case of tie bids submitted in response to an IFB.

3. SINGLE BID SITUATIONS. In the event a single bid is received in response to an IFB, a price and/or cost analysis shall be made by LIRR before the award of the Contract. A price analysis is the process of examining the bid and evaluating the price without evaluating separate cost elements. A price analysis, by comparing the bid to other similar procurements, will be based on an established or competitive price of the elements used in the comparison. This comparison will be made to a purchase of similar quality and involving similar specifications and where a difference exists; a detailed analysis will be made of this difference and the costs thereof. Where it is impossible to conduct a valid price analysis, LIRR may require that a cost analysis of the bid price(s) be conducted. The single bidder shall then be requested to provide sufficient information and data so that a cost analysis can be performed.

Notwithstanding the foregoing, LIRR reserves the right to cancel and re-solicit for its requirements. In such event, LIRR shall not be liable to the Seller nor any other third party for any pre-Contract activity or costs incurred by the bidder in the preparation of its bid.

4. REPRESENTATION. The Seller, by submission of a bid/proposal, represents to LIRR that it has the skills, experience, facilities and financial resources available to it to perform the Work required by the Contract in a satisfactory manner and within the time frame specified.

The Seller and any of its subcontractors expressly agree that they shall be, and remain during the term of the Contract, original, private and independent contractors and shall employ and pay from their own funds all persons engaged in the performance of the Work and such persons shall be and remain their employees solely and subject to their authority, supervision, direction and control.

5. INSURANCE FOR SERVICES. At its sole cost and expense, the Seller will procure and maintain, during the entire period of performance covered by the Contract, the insurances required by the Contract Documents, which must be written in a form and by an insurer satisfactory to LIRR.

6. RECYCLED MATERIALS. Section 2878-a of the Public Authorities Law requires LIRR to purchase recycled products when the price is reasonably competitive and the quality is adequate for the purpose intended. "Reasonably competitive" shall mean a comparable recycled product manufactured in whole or in part with secondary materials with a cost premium of no greater than 10%. Printed material on recycled paper shall include a printed symbol, which indicates that the document is printed on recycled paper.

7. QUALITY PROVISIONS. Sellers are advised that LIRR retains the right to inspect facilities and equipment and to evaluate objective evidence of the Seller's capability to provide the specified product quality or quality of services. Evaluations performed by LIRR may include, but not be limited to, an inspection of materials and equipment, and/or a review of the methods and procedures utilized in producing product including software, for LIRR use as delineated in LIRR specifications and drawings. The results of such evaluation may, in the sole discretion of LIRR, be used to determine the Seller's responsibility as a vendor for LIRR.

The Seller shall have in effect during the term of the contract a written quality system that:

- Defines those actions, procedures and requirements necessary to ensure that all aspects of the work conform to the contract/order requirements;
- Is in conformance with the requirements of the international standard ISO 9001 quality management system – requirements; and
- Demonstrates their capabilities to control the processes that determine the acceptability of the product and services supplied.

The Seller shall provide a copy of their quality management system management manual to LIRR for review, when requested.

LIRR reserves the right to perform audits of the Seller to evaluate its implementation of the quality management system.

LIRR advises all Sellers that items being manufactured to LIRR specifications and/or drawings are subject to work in process inspection, as well as completed work inspection, prior to shipment. Therefore, all Sellers including brokers and manufacturer's representatives must include the name and location of the manufacturing or assembling sites as part of their bid/proposal and shall have a continuing obligation to provide such information during the term of the Contract upon request of LIRR.

8. TAX EXEMPTION. LIRR is a public benefit corporation of the State of New York and a subsidiary of MTA. Pursuant to the Public Authorities Law and Tax Law, LIRR is exempt from New York State sales, compensating use and local taxes. The Seller shall not include any amount for taxes in its bid/proposal.

9. SAFETY DATA SHEETS. Safety Data Sheets (SDS) are required for any chemical or compound (the product) transferred

onto LIRR's property. The SDS must list any toxic substance or hazardous chemical contained in the product or that may be emitted by the product as defined in the New York State Right-to-Know Law (12 NYCRR Part 820) and Occupational Safety and Health Administration OSHA Hazard Communication Standard (29 CFR 1910.1200).

The SDS shall be submitted with the bid or proposal and at any time after award that the Seller determines a toxic substance or hazardous chemical will be transferred onto LIRR's property.

All SDS shall be submitted to the Chief Procurement and Logistics Officer or designee with a copy to:

MTA Long Island Rail Road
Corporate Safety Department
144-41 94th Avenue, MC# 1944
Jamaica, NY 11435
Attn: Safety Data Sheet Review

10. INTEREST IN CONTRACT. No employee of LIRR or MTA during their employment or for two (2) years thereafter shall have any interest, direct or indirect in the Contract or the proceeds thereof. The Seller shall not employ any such individual to work on the Contract for a period of two (2) years after their employment has terminated with LIRR or MTA. Moreover, the Seller may not employ any individual to work on the Contract who, at any time during the term of their employment with LIRR or MTA, was directly concerned with the Contract, personally participated in the Contract or had the Contract under their active consideration.

11. SUBCONTRACTING. The Seller shall not subcontract any portion of the Work without the prior written approval of LIRR. The Seller must submit a request for approval to LIRR, at least 10 days prior to subcontractor's performance, including the Contract number, description of the Work to be subcontracted, commencement and completion dates, subcontract value, subcontractor's name, resume of similar work performed by the subcontractor, relevant client contacts and telephone numbers. In the event permission is granted to subcontract the Work, the provisions and terms and conditions of the Contract shall apply to all subcontractors. Approval of any subcontractor or supplier by LIRR shall not operate as a waiver of any right against the Seller or third parties, nor shall it relieve the Seller of any of its obligations to perform the Work as set forth in the Contract.

12. AUDIT AND INSPECTION OF WORK AND RECORDS. The Seller shall permit and also shall require each of its subcontractors and suppliers to permit representatives of LIRR, MTA, the U.S. Department of Transportation, the Comptroller General of the United States, and the Comptroller of the State of New York to inspect and audit the Work and records and any other documents relative to the Work. Such records shall be made available, upon request, at the Seller's place of business during normal business hours. The Seller's records shall be maintained in accordance with generally accepted accounting principles and show actual costs of all the Work including items of labor materials, supplies, services and all other expenditures for which compensation is payable pursuant to the Contract. Such records shall be preserved at Seller's expense for a period of a minimum of six (6) years after acceptance of the Work by LIRR.

13. CHANGES. LIRR may, at any time, make changes within the general scope of the Contract. If such changes cause an increase or decrease in the cost of this Contract or the time required to perform, an equitable adjustment shall be made and the Contract modified in writing accordingly. Any claim hereunder must be asserted in writing within ten (10) days from the date the change is ordered. Nothing contained herein shall excuse the Seller from proceeding without delay with the Contract as

changed, including failure of the parties to agree upon any adjustment to be made under this section. Changes shall not be binding upon LIRR except when confirmed in writing by the Procurement Officer. The issuance of information, advice, approvals or instructions by LIRR's technical personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect LIRR's and the Seller's rights and obligations hereunder, unless the same is in writing signed by an authorized representative of LIRR's Procurement and Logistics Department that expressly states that the writing constitutes a change to the Contract.

14. DELIVERY REQUIREMENTS.

A. PERIOD OF PERFORMANCE.

Time is of the essence.

The Seller is firmly obligated to meet the schedule date(s) specified in the Contract. An extension of time may be granted if the Seller has been necessarily delayed, at the sole determination of LIRR, in meeting such completion date(s) by a cause which: (A) is beyond the Seller's reasonable control; (B) arises after the issuance of the Contract and neither was, nor could have been, anticipated by reasonable investigation before such issuance; (C) the completion of the Work is actually and necessarily delayed; and (D) the effect of such causes could not be anticipated and avoided or mitigated by the exercise of all reasonable precautions, efforts and measures, including planning, scheduling and rescheduling, whether before or after the occurrence of the cause of delay.

The Seller shall not schedule or perform any activities that require any oversight, inspection, or support of any kind by LIRR, or interferences with the operation of trains or the flow of passengers from 1:00 P.M. through Midnight on the eve of a holiday and from 12:01 A.M. through Midnight the day of a holiday. Holidays shall be defined by LIRR but shall be in keeping with National observance.

Notwithstanding the foregoing, delays caused by strikes, acts of God, acts or requirements of government authorities, war or other hostilities, riot or civil commotion, embargo and lockout shall be considered to have met all the qualifying conditions.

LIRR may rescind or modify its decision if it is subsequently found that the delay can or could have been overcome or reduced by the exercise of the Seller's reasonable precautions, efforts and/or measures.

B. DELAY IN DELIVERY

- 1) If for any reason delivery cannot be made or the services performed by the date(s) specified in the Contract, the Seller must promptly advise LIRR by telephone and in writing, of the delay, the reason for the delay, and the proposed rescheduled date for delivery/performance. Except as otherwise provided herein, delayed delivery/performance will be accepted only at the option of LIRR.
- 2) Failure to deliver or perform within thirty (30) days of the required schedule, without written notification and approval by the LIRR, will be grounds for termination of the Contract as a result of Seller's default.

C. DELIVERY

Deliveries shall be F.O.B. Destination. Deliveries are to be made both in quantities and at times specified in the Contract. If the Seller's deliveries fail to meet the schedule, LIRR, without limiting its other rights or remedies, may direct expedited routing and any excess cost incurred thereby shall be debited to the Seller's account. LIRR shall not be liable for the Seller's commitments or production arrangements in excess of the amount, or in advance of the time, necessary to meet LIRR's delivery schedule. Goods (including, without limitation, raw materials, components, services, intermediate assemblies, construction, end products, computer software and data) that are delivered in advance of such schedule may, at LIRR's option, either (i) be returned at the Seller's expense for proper delivery, (ii) have payment therefore withheld by LIRR until the date goods are actually scheduled for delivery, or (iii) be placed in storage for the Seller's account until the specified delivery date. The Seller is responsible for all risks and payment of all transportation and insurance charges to the F.O.B. point.

- **NOTICE OF SHIPMENT** Notice of each shipment, giving Contract/Purchase Order number(s) and kind and quantity of articles, must be sent to the Procurement Officer by mail on date of shipment. The notice should be clearly marked Notice of Shipment.
- **CONSOLIDATION OF SHIPMENT** Orders for shipment to LIRR should be consolidated in a single shipment, and the articles plainly marked with LIRR's Contract/Purchase Order number(s).
- **QUANTITIES** Over shipments are subject to LIRR's acceptance. The Seller may, however, recommend for LIRR's approval in advance, standard quantities in a package, or capacity loading of cars.

15. INSPECTION/REJECTION.

- A. All goods shall be subject to inspection and testing by LIRR to the extent practicable.
- B. In case any goods or lots of goods are defective in material or workmanship or are otherwise not in conformity with the requirements of the Contract, LIRR shall have the right either to reject them, with or without instruction as to their disposition, to require their correction, or to require their replacements. Goods or lots of goods, which have been rejected or required to be corrected shall be removed or, if permitted or required by LIRR, corrected in place by and at the expense of the Seller promptly after notice. The Seller is required to provide a response to any non-conformance identified by the LIRR. Such response shall be provided no later than thirty (30) days after notice by LIRR of the non-conformance and shall include identification and analysis of the root cause of such non-conformance including but not limited to any process or other contributing factor to such non-conformance.

If the Seller fails to remove promptly such goods or lots of goods which are required to be removed or promptly to replace or correct such goods or lots of goods, LIRR either (a) may by separate order or otherwise replace or correct such goods and charge to the Seller the additional cost incurred by LIRR thereby; or (b) may cancel the Contract for cause as provided herein in the section entitled "Termination For Cause As A Result of Seller's Default".

- C. If the Seller is required to submit material for evaluation and/or approval either as pre-production samples prior to authorization to begin production or incoming inspection of production samples, LIRR reserves the right to terminate the Contract for default after two (2) consecutive sample submissions are rejected for non-conformance. This right is at LIRR's sole discretion, based upon operational considerations at the time, and by submitting its bid/proposal, the Seller agrees to be bound by LIRR's decision. In the event of a default as a result of the Seller's failure to provide material that meets the Contract requirements of LIRR, the Seller may be held liable for all costs borne by LIRR to obtain compliant material.
- D. All handling and return shipping costs will be at the expense of the Seller, if reason for rejection is nonconformity pursuant to the Contract.

16. SUPPORT OF THE WORK. The Seller warrants that the goods, products, materials and services purchased under the Contract, including sub-assemblies, service and spare parts shall be available to LIRR during the operational life of the goods, products, materials and services purchased or five (5) years after the date of final shipment under the Contract, whichever is later.

In the event material and/or equipment being supplied to LIRR becomes, or is to become, obsolete or unavailable the Seller shall provide timely written notice to LIRR and provide sufficient lead time to enable the LIRR to make a final lifetime buy of such material and/or equipment from the Seller. The Seller further agrees to provide LIRR, at no charge, with any and all drawings, specifications, data and know-how which will enable LIRR to service, manufacture or procure said goods and services, sub-assemblies and spare parts from other sources under a royalty-free license, which is hereby granted.

17. SAFETY. The Seller shall in the performance of the Work, take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protection against the occurrence or happening of any accidents, injuries, and damages to any person or property.

All employees of the Seller and its subcontractors shall wear a visible identification badge at all times while on LIRR's property and shall observe all rules and regulations applicable to LIRR's employees. Identification badges shall contain the employee's name, picture, title of position, name of company and address of company and such other information as required by LIRR. Employees of the Seller who are found to be intoxicated, or who have been found partaking of or appear to be under the influence of intoxicating or alcoholic beverages or controlled substances while engaged in the performance of their duties or during their break period shall be summarily removed by the Seller from the project for the duration of the Contract. Whenever LIRR shall notify the Seller in writing that in his/her opinion any worker employed for the Contract is incompetent, unfaithful or disorderly, such individual shall be discharged from the Work and shall not again be employed on it.

The Seller shall follow all instructions of LIRR when so directed.

18. WARRANTIES. The warranties, expressed or implied, pursuant to the laws of the State New York, including but not limited to the Uniform Commercial Code shall apply to all goods and services provided under the Contract. The Seller shall service, replace and install, if required, any nonconforming goods and services and shall pay all applicable transportation

and shipping charges. Except as otherwise provided in the Contract, the Seller shall warrant its workmanship for a period for one (1) year from completion of the Work.

19. DISCOUNTS. The Seller shall include on each invoice all discounts afforded MTA, the State of New York, municipalities thereof, or other state agencies or public benefit corporations of the State of New York.

20. PRICING. Any agency of MTA can utilize the same pricing, terms and conditions as set forth in the Contract.

21. BILLING. The Seller shall invoice, in duplicate, the LIRR for the Work after delivery, or when performed, but in the case of services, no more than once each month. All invoices shall be taken from the books of account kept by the Seller and may be required to be supported by copies of payroll distribution, receipted bills or other documents reasonably required by LIRR. The invoice documentation of subcontractors, if required, shall be in the same detail as that of the Seller.

LIRR complies with Section 2880 of New York Public Authorities Law, which requires LIRR to pay interest in accordance therewith. LIRR will notify the Seller within fifteen (15) days of receipt if an invoice is improper. LIRR will pay proper invoices within (30) days.

In order to ensure LIRR's ability to pay invoices promptly, the following information must be furnished on all invoices:

Seller's Name
Invoice number and date
Description of Material or Services itemized
with unit prices and quantities
Invoice amount
Contract number

The MTA Business Service Center (BSC) is the component of MTA that processes all invoices for MTA including the LIRR and will make authorized payments to the Seller. All invoices should be submitted by facsimile or email to:

MTA Business Service Center
Accounts Payable
333 W. 34th Street, 9th Floor
New York, NY 10001-2402
Fax: (212)-971-5060
Email: invoice@mtabsc.org

All payments by the BSC shall be made via Automated Clearing House (ACH). The Seller authorizes the BSC to make payments to the Seller using an ACH designated by the BSC. If the Seller has not previously provided ACH instructions to the BSC or, if previously provided, ACH instructions have changed, promptly upon award, the Seller shall prepare and submit current ACH information to the BSC. The form for submitting that and other information, the Vendor Master Setup Maintenance form, is available online at <http://www.mtabsc.info/vendors/>.

22. RELEASE OF CLAIMS. It is agreed that the Seller's acceptance of final payment from LIRR shall release in full all claims against LIRR under the Contract.

23. NON WAIVER. Failure by LIRR to take action with regard to any breach of the Contract by the Seller shall not be a waiver of LIRR's rights with regard to such breach or any other breach.

24. REMEDIES. LIRR may avail itself of each and every remedy available to it pursuant to the Contract or as otherwise may be available to it now or hereafter, pursuant to statute, regulation or existing at law or in equity, and each and every such remedy shall be in addition to every other remedy expressly given or

otherwise so existing and may be exercised from time to time and as often and in such order as may be deemed expedient by LIRR and the exercise, or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy.

All legal actions against LIRR arising out of the Contract shall be initiated by the Seller within ninety (90) days following the date of completion of service, delivery of goods, or termination. The Seller shall carry on the Work and comply with the Contract schedule during the pendency of any claim, dispute or legal action unless otherwise directed in writing by LIRR.

25. TEMPORARY SUSPENSION. LIRR may, at any time, by written Stop Work Order to the Seller, require the Seller to suspend, delay, interrupt or stop all or any part of the Work for a period not exceeding a duration of ninety (90) days after the Stop Work Order is delivered to the Seller by LIRR. Upon receipt of the Stop Work Order, the Seller shall immediately comply and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Stop Work Order during the period of Work suspension, delay, interruption or stoppage. Within a period of ninety (90) days after the Stop Work Order has been delivered to the Seller, LIRR shall either cancel the Stop Work Order or terminate the Work covered by the Stop Work Order.

If the suspension is canceled, the Seller shall immediately resume the Work. LIRR will, at its discretion, make an equitable adjustment in the delivery schedule or Contract price, or both.

26. TERMINATION AS A RESULT OF SELLER'S DEFAULT. If the Seller shall fail to begin the Work, or if the Work shall be abandoned by the Seller, or if the Contract shall be assigned or the Work sublet otherwise than as herein specified, or if at any time LIRR shall find that the performance of the Contract is being unreasonably delayed without excuse hereunder, or that the Seller is violating any of the provisions or covenants of the Contract, or if the delivery of the materials or any part thereof not be completed within the time prescribed in the Contract for its delivery or within the time(s) to which such delivery may be extended by LIRR, or if the Seller shall become insolvent or shall make an assignment for the benefit of creditors, then, and in any of such cases, LIRR, upon written notice to the Seller, shall have the following rights:

- (a) The right to declare the Seller in default and the Contract abandoned and terminated and to take over and complete the Work or any part thereof through other sellers, as agent for, and at the expense of, the Seller, or
- (b) The right to declare the Seller in default and to terminate the Contract as to any part of the material not yet delivered.

In either event, LIRR reserves its rights to damages, liquidated and otherwise, arising out of any such default.

If LIRR chooses to do so, or in the event that a court of competent jurisdiction determines that LIRR incorrectly terminated the Contract pursuant to this section LIRR reserves the right to revise the termination to a Termination for Convenience.

27. TERMINATION FOR CONVENIENCE. If at any time after execution of the Contract, LIRR determines not to proceed or continue with the performance of the Contract or any part thereof, it shall have authority to terminate the Contract as to any or all portions not yet performed. Such termination shall be in writing. In the case of such termination, LIRR shall reimburse the Seller for its reasonable costs already incurred provided the Seller submits to LIRR a cost statement for the aforesaid

amount, in such reasonable detail as LIRR requests, within thirty (30) days after the date of termination. Failure of the Seller to submit the cost statement as set forth herein shall be deemed a waiver of the Seller's right to reasonable costs under this section.

28. PATENTS, COPYRIGHTS, TRADEMARKS, TRADE SECRETS AND OTHER INTELLECTUAL PROPERTY RIGHTS. The Seller covenants and agrees to defend, indemnify and hold LIRR harmless from all claims, suits, actions or proceedings by reason of alleged infringement of any patent, copyright, trademark, trade secret and other intangible property right that arises as a result of LIRR obtaining or using the goods or services covered by the Contract. This covenant and agreement extends to all intellectual property rights, whether created or granted before or after the delivery of said goods and services to LIRR. LIRR will give prompt notice to the Seller of any suit or proceeding against it, and LIRR through its counsel will provide such information and assistance as may be reasonably needed to enable the Seller to defend such litigation.

Except as otherwise provided in the Contract, all patentable inventions or material subject to copyright discovered or written in the course of performing the Work, shall be the sole property of LIRR.

This provision shall survive termination and/or final payment.

29. WITHHOLDING MONEY DUE CONTRACTOR TO MEET CLAIMS OR LIENS. If at any time a claim, lien or judgment shall be made by any person or corporation against LIRR for which the Seller is liable under the Contract or otherwise by law, with respect to matters pertaining to the Contract, LIRR shall have the right to withhold an amount it deems reasonably necessary to satisfy such claim, in addition to the other sums herein authorized by the Contract to be so retained, out of any monies then due or thereafter becoming due to the Seller hereunder, as security for the payment of such claim, lien or judgment. If the liability of any such party on such claim or claims shall have been finally adjudicated by a judgment of a court of competent jurisdiction or such claim or claims shall have been admitted by the Seller to be valid, then the claim may, if determined by LIRR to be in its best interest, be paid from the amount so retained hereunder, credited against the payments due Seller, and the balance, if any, paid to the Seller. Should any such claim remain unsatisfied at the time the final payment is due the Seller, LIRR shall have the right to retain out of said final payment a sum in its judgment sufficient to protect LIRR and MTA in regard to all unsatisfied claims, liens or judgments. In lieu of, or in addition to, the foregoing, LIRR may require other security.

30. INDEMNITY. The Seller shall defend, indemnify, and hold harmless the LIRR, MTA, their officers, agents and employees from and against any and all claims, suits, losses or liability by reason of any damage to any property whatsoever, including but not limited to property owned by or in the care, custody or control of LIRR, MTA or the Seller, contractor or any subcontractor or any other person or entity, or by reason of bodily injury or death of any person whatsoever, including but not limited to employees or agents of LIRR or MTA or the Seller or any subcontractor as well as any other person, or any fines or penalties arising out of or in connection with the Seller's or its subcontractor's Work included herein, including but not limited to the operation or presence of the Seller, subcontractors, officers agents, employees, equipment or materials on or about the premises of LIRR or MTA or while in route to or from such premises, irrespective of the actual cause of the bodily injury, death or property damage and irrespective of whether it shall have been due in whole or in part to the negligence, fault, failure or omission of the Seller, except that the Seller shall not be responsible for indemnifying, defending or holding harmless LIRR or MTA for that portion of damages arising out of bodily

injury, death or property damage caused by or resulting from the negligence of LIRR or MTA. The liability of the Seller under this section is not dependent upon any question of negligence on its part or on the part of its agents, officers or employees.

The Seller's liability under the foregoing paragraph shall be deemed to include, but not be limited to, liability for the payment of any item under Workers' Compensation Law of the State of New York, or judgments under the Federal Employer's Liability Act or similar statutes for the protection of employees or any other judgments whatsoever.

The approval by LIRR or MTA of the methods of doing the Work or the failure of LIRR or MTA to call attention to improper or inadequate methods or to require a change in methods or to direct the Seller to do any particular thing shall not excuse the Seller in case of any such injury to person or damage to property and shall not relieve the Seller of its responsibilities under this section.

This indemnity shall survive any default or termination of the Contract or final payment hereunder.

31. DISPUTE RESOLUTION, VENUE AND CHOICE OF LAW. This Contract shall be governed and construed in accordance with the laws of the State of New York. The Seller agrees to submit any disputes/controversies arising out the Contract (including any arising pursuant to Section 32, MTA Debarment Process) to a court of competent jurisdiction in the State of New York. All actions shall be filed in a New York State Court of competent jurisdiction in and for the county in which the Work or any part thereof is located, or in the United States District Court for the district in which the Work or any part thereof is located within the State of New York.

32. MTA DEBARMENT PROCESS. In accordance with Public Authorities Law §1279-h, the Contractor will be subject to debarment and will not be permitted to bid on future MTA contracts for a period of five years if the MTA, after completing the debarment process established by it pursuant to regulation, determines that the Contractor failed to substantially complete the work within the time frame set forth in the contract, or in any subsequent change order, by more than ten percent of the contract term, or that the Contractor's disputed work exceeds ten percent or more of the total contract cost where claimed costs are deemed to be invalid pursuant to the contractual dispute resolution process.

33. COMPLIANCE WITH LAW. The Seller shall comply with all applicable provisions of federal, state, municipal, local and departmental laws, ordinances, rules, regulations and orders which affect the Work, except where different requirements are specifically set forth in the Contract Documents.

34. ALL REQUIRED PROVISIONS DEEMED INCLUDED. Each and every provision required to be inserted in the Contract by any applicable treaty, convention, Federal or New York State law, regulation or procedure is deemed inserted herein. If any such provision is not inserted or is not inserted in correct form, then the Contract shall be deemed amended by such insertion or revision in form so as to comply strictly with the applicable treaty, convention, law, regulation or procedure and without prejudice to the rights of either party hereunder.

35. SEVERABILITY. In the event any section, article, sub-article, paragraph, sentence, clause, or phrase contained in the Contract shall be determined, declared or adjudged invalid, illegal, unconstitutional or otherwise unenforceable, the other sections, articles, sub-articles, paragraphs, sentences, clauses or phrases of the Contract, shall remain in full force and effect.

36. ENTIRE AGREEMENT. The Contract sets forth the entire agreement between LIRR and the Seller, superseding all prior agreements and understandings, written or oral, and may not be altered, waived, or modified except in writing by LIRR's Procurement and Logistics Department.

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B. NEW YORK STATE PROVISIONS
Rev. 5/16/2019

NY - I. APPLICABILITY

These New York State Provisions apply to the Contract by and between LIRR and the Contractor including, but not limited to, any and all Work performed by the Contractor.

NY - II. DEFINITIONS

1. Contract – The contractual agreement for the sale and purchase of goods, materials, equipment, products and/or services set forth in the Contract Documents.
2. Contract Documents – The Invitation for Bid (IFB) or Request for Proposal (RFP), as applicable, including the terms and conditions annexed thereto and all attachments to the IFB/RFP; any Purchase Orders issued by LIRR, the Notice of Award, the Notice to Proceed, if applicable, and any Change Order or Modifications issued by LIRR after award, all of which are hereby incorporated by reference and made part of the Contract.
3. Contractor – the seller, vendor, consultant or contractor providing goods, materials, equipment, products and/or services under the Contract.
4. LIRR or the Railroad – The Long Island Rail Road Company.
5. MTA – The Metropolitan Transportation Authority, its subsidiaries and affiliates.
6. Procurement Officer – LIRR's Chief Procurement and Logistics Officer or his/her designee.
7. Technical Specifications – Any specifications, work scope, drawings or other provisions included in the Contract Documents, which set forth the technical requirements and scope of the Work.
8. Work – The furnishing of all goods, services, materials, equipment and products as required by the Contract Documents.

NY - III. NO ASSIGNMENT WITHOUT CONSENT

Pursuant to Section 138 of New York's State Finance Law, neither the Contractor (nor its surety) shall assign, transfer, convey, sublet or otherwise disposing of this Contract, or of its right, title or interest therein, or its power to execute this Contract to any other person, company or corporation, without the previous consent in writing of LIRR. Any such assignment, transfer, conveyance, sublet or disposal of this Contract as provided in this section shall, without the previous written consent specified in the first paragraph of this section, revoke and annul this Contract, and LIRR shall be relieved and discharged from any and all liability and obligations growing out of the Contract, and to the person, company, or corporation to whom the Contractor has assigned, transferred, conveyed, sublet or otherwise disposed of the same, and the Contractor, and his assignee, transferee, or sub-lessee, shall forfeit and lose all moneys, theretofore earned under the Contract except so much as may be required to pay his employees; provided that

nothing contained herein shall be construed to hinder, prevent or affect an assignment for the benefit of his creditors, made pursuant to the law of the State of New York. In the event the Contractor seeks and receives the consent of LIRR (in writing) to assign the Contract, such consent shall not relieve the Contractor from its primary responsibility for satisfactory completion of its obligations under the Contract.

NY - IV. HIPAA COMPLIANCE

The Contractor, its agents, employee's subcontractors and subcontractors shall ensure that any reproduction or copying of any plans, drawings, specifications, surveys, maps, reports, studies, records or other documentation related to the Project and/or LIRR shall only be made on Health Insurance Portability and Accountability Act ("HIPAA") compliant photocopiers or multifunctional printer/copier/scanner/fax machines.

NY - V. INTEREST IN CONTRACT

- A. Pursuant to Section 73(8) of the Public Officers' Law, no employee of the Contractor or the MTA during their employment or for two (2) years thereafter shall have any interest, direct or indirect in the Contract or the proceeds thereof.
- B. The Contractor shall not employ or permit any individual to work on the Contract or receive compensation therefrom:
 - 1. for a period of two (2) years after their employment has terminated with the LIRR, the MTA or its affiliates and
 - 2. who, at any time during the term of their employment with the LIRR, MTA or its affiliates, was directly concerned with the subject matter of the Contract, personally participated in the Contract or had the subject matter of the Contract under his/her active consideration.
- C. The Railroad reserves the right to require the Contractor to remove any individual impermissibly employed by the Contractor in connection with the Work under the Contract. The Contractor shall promptly remove any such individual upon the request of the Railroad.

NY - VI. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

During the performance of this Contract, the Contractor will abide by the following:

- A. The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. For purposes of this section affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other form of compensation.

- B. At the request of LIRR, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- C. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of this Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- D. The Contractor will include the provision of paragraphs A, B and C in every subcontract or purchase order, except as provided in paragraph F, in such a manner that the provisions will be binding upon each subcontractor (including subcontractors) as to Work in connection with this Contract.
- E. The provisions of this section shall not be binding upon contractors or subcontractors in the performance of Work or the provision of services or any other activity that are unrelated, separate or distinct from this Contract.
- F. The requirements of this section shall not apply to any employment outside New York State, or application for employment outside New York State or solicitations or advertisements therefor, or any existing programs of affirmative action regarding employment outside New York State.

NY - VII. COMPLIANCE WITH SECTION 316-A OF NEW YORK'S EXECUTIVE LAW

If the Contractor willfully and intentionally fails to comply with the minority and women-owned participation requirements of Article 15-A as set forth in this Contract, the Contractor shall be liable to LIRR for liquidated or other appropriate damages on account of a breach of such requirements and LIRR shall be entitled to all remedies at law or in equity and as may otherwise be provided for in the Contract.

NY - VIII. CONTRACT CLAUSES FOR IMPLEMENTATION OF THE OMNIBUS PROCUREMENT ACT OF 1992

- A. As used in this section, the following terms shall have the following meanings:
 - (a) "Foreign business enterprise" shall mean a business enterprise, including a sole proprietorship, partnership or corporation, which offers for sale, lease or other form of exchange, goods sought by LIRR and which are substantially produced outside New York State, or services, other than construction services, sought by LIRR and which are substantially performed outside New York State. For purposes of construction services foreign business enterprise shall mean a business enterprise, including a sole proprietorship, partnership or corporation, which has its principal place of business outside New York State.

- (b) "New York State business enterprise" shall mean a business enterprise, including a sole proprietorship, partnership, or corporation, which offers for sale or lease or other form of exchange, goods which are sought by LIRR and which are substantially manufactured, produced or assembled in New York State, or services which are sought by LIRR and which are substantially performed within New York State.
 - (c) "New York resident" shall mean a natural person who maintains a fixed, permanent and principal home located within New York State and to which such person, whenever temporarily located, always intends to return.
- B. It is the policy of New York State to encourage the use of New York State subcontractors and suppliers, and to promote the participation of minority and women-owned businesses, where possible, in the procurement of goods and services.
- C. Information concerning the availability of New York State subcontractors and suppliers is available from the New York State department of economic development, which shall include the directory of certified minority and women-owned businesses and from:
 - Metropolitan Transportation Authority
Department of Diversity and Civil Rights
Division of Business Programs/Contract Compliance Unit
2 Broadway, 16th Floor
New York, New York 10004
(646) 252-1363
- D. If the amount of this Contract is estimated to be equal or greater than one million dollars, the Contractor shall:
 - 1. Encourage the participation of New York State business enterprises, including minority and women-owned businesses, as suppliers and contractors (including subcontractors and subcontractors) on this Contract.
 - 2. Document its efforts to encourage the participation of New York State business enterprises as suppliers and subcontractors. Documented efforts by the Contractor shall consist of and be limited to showing that the Contractor has:
 - (a) solicited bids/proposals, in a timely and adequate manner, from New York state business enterprises including minority and women-owned businesses, or
 - (b) contacted the New York State department of economic development or MTA Office of Civil Rights to obtain listings of New York State business enterprises, or

- (c) placed notices for subcontractors and suppliers in newspapers, journals and other trade publications distributed in New York State, or
 - (d) participated in bidder outreach conferences.
- 3. If the Contractor determines that New York State business enterprises are not available to participate on the Contract as subcontractors or suppliers, provide a statement indicating the method by which such determination was made.
- 4. If the Contractor does not intend to use subcontractors on the Contract, provide a statement verifying such intent.
- 5. Provide notification to New York State business enterprises and New York State residents of employment opportunities arising out of this Contract through listing any such positions with the community service division of the Department of Labor or providing for such notification in such manner as is consistent with existing collective bargaining contracts or agreements.
- 6. Potential bidders/proposers located in foreign jurisdictions are advised that LIRR may assign or otherwise transfer offset credits created by this Contract to third parties located in New York State and potential bidders/proposers shall cooperate with LIRR in any such efforts.
- 7. Comply with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended.

NY - IX. PARTICIPATION IN AN INTERNATIONAL BOYCOTT PROHIBITED

Pursuant to Section 139-h of New York's State Finance Law and Section 220-f of New York's Labor Law, if applicable, if this Contract is for work or services to be performed or for goods sold or to be sold and exceeds \$5,000, the Contractor agrees, as a material condition of the award of the Contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated or is participating or shall participate in an international boycott in violation of the provisions of the United States Export Administration Act of 1969 or the United States Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder. If, subsequent to the award of the Contract, the Contractor or any substantially owned or affiliated person, firm, partnership or corporation is convicted of a violation of United States Export Administration Act of 1969 or the United States Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder or has been found upon the final determination of the United States Commerce Department or any other appropriate agency of the United States to have violated the provisions of either such federal acts or such regulations, the Contract shall be rendered forfeit and void.

NY - X.

MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with Section 165(5) of New York's State Finance Law, as a condition of the award of the Contract, where the Contract is for the supply of commodities, services or construction, the Contractor must certify that it or any individual or legal entity in which the Contractor holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership in the Contractor either (1) has no business operations in Northern Ireland; or (2) shall make lawful steps in good faith to conduct any business operations that it has in Northern Ireland in accordance with the MacBride Fair Employment Principles, relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such principles by LIRR and/or its designee. Failure of the Contractor to provide the required certification contained in the Invitation for Bid/Request for Proposal/Contract Documents shall render the Contractor ineligible for award of the Contract pursuant to Section 165(5)(b) of New York's State Finance Law.

NY - XI.

**FAILURE TO COMPLY WITH STATE INVESTIGATION
AS GROUNDS FOR CANCELLATION OF CONTRACT**

- A. Upon the refusal by a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or official thereof (including LIRR, MTA and its subsidiary or affiliated agencies) for goods, work or services, for a period of five (5) years after such refusal.
- B. This Contract and any and all contracts made with any public authority or official thereof by such person and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by LIRR (or applicable public authority) without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by LIRR (or public authority) for goods delivered or work done prior to the cancellation or termination shall be paid.

NY - XII.

NON-COLLUSIVE BIDDING CERTIFICATION

The Contractor shall complete and submit with its bid/proposal the certification pursuant to Section 139-d of the New York State Finance Law contained in the Invitation for Bid/Request for Proposal/Contract Documents. Where the Contractor has not complied with items (1), (2) and (3) of the certification, the Contractor's

bid/proposal/offer shall not be considered for award nor shall any award be made unless LIRR's Chief Procurement & Logistics Officer or his designee determines that such disclosure was not made for the purpose of restricting competition. The fact that the Contractor (a) has published price lists, rates, or tariffs covering the items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of Section 139-d(1)(a) of the State Finance Law.

NY - XIII. IRAN DIVESTMENT ACT CERTIFICATION

- A. By entering into the Contract, the Contractor certifies that it is not on the “Entities Determined To Be Non-Responsive Bidders/Offerors Pursuant to The New York State Iran Divestment Act of 2012” list (“Prohibited Entities List”) posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. The Contractor agrees that should the Contract be renewed or extended, it must provide the same certification at the time the Contract is renewed or extended. The Contractor also agrees that any proposed assignee of the Contract will be required to certify that it is not on the Prohibited Entities List before LIRR may approve a request for assignment of the Contract.
- B. During the term of the Contract, should LIRR receive information that a person (as defined in State Finance Law §165-a) is in violation of its Iran Divestment Act certifications, LIRR will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within ninety (90) days after the determination of such violation, then LIRR shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.
- C. LIRR reserves the right to reject any request for renewal, extension, or assignment for an entity that appears on the Prohibited Entities List prior to the renewal, extension, or assignment of the Contract, and to pursue a responsibility review with the Contractor should it appear on the Prohibited Entities List hereafter.

NY - XIV. COMPLIANCE WITH OBLIGATION TO DISCLOSE PRIOR NON-RESPONSIBILITY DETERMINATIONS

This Contract is subject to Sections 139-j and 139-k of New York State Finance Law regarding the Contractor's disclosure of prior non-responsibility determinations to LIRR. In accordance with Section 139-k, the Contractor shall disclose to LIRR any findings of non-responsibility against it within the previous four (4) years by any governmental entity where the finding of non-responsibility was due to: (a) a violation of Section 139-j of New York State Finance Law, or (b) the intentional provision of false or incomplete information to a governmental entity. If the Contractor fails to disclose accurate or complete information required by Section 139-k (2) or if the Contractor's certification pursuant to Section 139-k is found to be intentionally false or intentionally incomplete, LIRR may terminate the Contract without costs to the Contractor.

NY - XV. MTA DEBARMENT PROCESS

In accordance with Public Authorities Law §1279-h, the Contractor will be subject to debarment and will not be permitted to bid on future MTA contracts for a period of five years if the MTA, after completing the debarment process established by it pursuant to regulation, determines that the Contractor failed to substantially complete the work within the time frame set forth in the contract, or in any subsequent change order, by more than ten percent of the contract term, or that the Contractor's disputed work exceeds ten percent or more of the total contract cost where claimed costs are deemed to be invalid pursuant by the contractual dispute resolution process.

NY - XVI. NEW YORK STATE LABOR LAW

The Contractor agrees to comply with applicable requirements of New York's Labor Law. More particularly, if any part of the Work under the Contract falls within the purview of the State Labor Law, the Contractor agrees as to such part of the Work to comply therewith, including, without limitation, Sections 220, 220-f and 222-a thereof, as amended and supplemented. In conformity with such sections of the Labor Law, the Contractor agrees and stipulates that no laborer, workman or mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or a part of the Work shall be permitted or required to work more than eight hours in any one calendar day, nor more than five days in any one week, except in cases of extraordinary emergency as defined in Section 220 of the Labor Law; and further that all wages paid for a legal day's work hereinbefore defined to all classes of such laborers, workmen or mechanics upon the Work or upon any material to be used upon or in connection therewith shall be not less than the prevailing rate of a day's work at the time the Work is performed in the same trade or occupation, in the locality (as defined in said Section 220 of the Labor Law) wherein the completed Work is to be situated, erected or used, and shall be paid in cash except as otherwise permitted by said Section 220 of the Labor Law; and that each laborer, workman or mechanic employed by the Contractor or by any subcontractor or other person on, about, or upon the Work shall receive the wages and supplements provided for in said Section 220 of the Labor Law. In obedience to the requirements of Section 222-a of the Labor Law, as amended and supplemented, the Contractor further agrees that if the provisions of the said Section 222-a are not complied with, the Contract shall be void.

NY - XVII. PREVAILING WAGE RATE AND SUPPLEMENT

- A. Pursuant to Section 220-d of New York's Labor Law, if this Contract is for the construction, reconstruction, maintenance and/or repair of a public work, the Contractor, its subcontractors (including subcontractors) and any other person doing or contracting to do the whole or part of the Work under the Contract, shall not pay laborers, workmen or mechanics performing the Contract less than the hourly minimum rate of wage or provide supplements less than the prevailing supplements at the time the Work is performed.
- B. The minimum hourly wage rates and prevailing supplements are available from the office the Industrial Commissioner of the State of New York and are also annexed to this Contract. The U.S. Secretary of Labor has also established minimum wage

rates that must be paid to laborers and mechanics under the Davis-Bacon Act. If this Contract is federally funded, those wage rates shall apply to this Contract, however, where there are differences between the wage rates set by the U.S. Secretary of Labor and the Industrial Commissioner of the State of New York, the higher rate shall apply.

- C. If after entering into the Contract, the Contractor (or in the case of a subcontractor or any other person doing or contracting to do the whole or part of the Work, the contract or subcontract) willfully pays less than such stipulated minimums regarding wages and supplements, the Contractor, subcontractor or person shall be guilty of a misdemeanor. Upon conviction of a violation of Section 220-d, the Contractor, subcontractor or such person shall be punished for a first offense by a fine of five hundred dollars or by imprisonment for not more than thirty days, or by both fine and imprisonment. Upon conviction of a second offense, the Contractor, subcontractor or such person shall be punished by a fine of one thousand dollars. In addition, the contract on which the violation has occurred shall be forfeited; and neither the Contractor, subcontractor or other person shall be entitled to receive any sum nor shall LIRR pay the same or authorize its payment from the funds under its charge or control to the Contractor, subcontractor or such person for work done upon any contract, on which the Contractor, subcontractor or such person has been convicted of second offense in violation of the provisions of Section 220-d.

NY - XVIII. PROHIBITION AGAINST DISCRIMINATION IN EMPLOYMENT OF NEW YORK STATE CITIZENS IN PUBLIC WORKS CONTRACTS

Pursuant to Section 220-e of New York's Labor Law, if this Contract is for the construction, alteration or repair of a public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, the Contractor agrees:

- A. That in hiring employees for Work under the Contract or any subcontract hereunder, neither it, its subcontractors (including subcontractors), nor any person acting on its behalf or on behalf of such subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the Work to which the employment relates.
- B. Neither the Contractor, its subcontractors, nor any person acting on its behalf or on behalf of any such subcontractor, shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Contract on account of race, creed, color, disability, sex or national origin.
- C. That there may be deducted from the amount payable to the Contractor under this Contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of these provisions of the Contract.
- D. That this Contract may be cancelled or terminated by LIRR, and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms and conditions of this section of the Contract.

- E. The application of the provisions of this section shall be limited to operations performed within the territorial limits of the State of New York.

NY - XIX. COMPLIANCE WITH WORKERS' COMPENSATION LAW

Pursuant to Section 142 of New York's State Finance Law, the Contractor shall provide and maintain during the life of this Contract, the required insurance coverage for the benefit of its employees as are required to be covered by the provisions of New York's Workers' Compensation Law. Failure of the Contractor to provide the required insurance coverage under this section shall render the Contract void and of no effect.

NY - XX. STEEL COMPONENTS

Pursuant to Section 2603-a of New York's Public Authorities, (1) if this Contract is in excess of \$100,000 and is for the construction, reconstruction, alteration, repair, maintenance or improvement of a public work, all structural steel, reinforcing steel and/or other major steel items to be incorporated in the Work shall be produced or made in whole or substantial part in the United States, its territories or possessions, unless otherwise determined by LIRR; and (2) if this Contract is for the purchase of supplies, material or equipment in excess of \$50,000, all materials, supplies and equipment made of, fabricated from or containing steel components shall be produced or made in whole or substantial part in the United States, its territories or possessions. Section 12(2) hereof shall not apply to motor vehicles and automotive equipment assembled in Canada in conformity with the United States-Canadian trade agreement known as the "Automotive Products Trade Act of 1964" or any amendments thereto.

NY - XXI. TROPICAL HARDWOODS AND TROPICAL WOOD PRODUCTS

Except as permitted by Section 165(b) of New York's State Finance Law, LIRR does not require or permit the use of any tropical hardwood or wood product (as that term is defined by Section 165(1) of the State Finance Law) by the Contractor in its performance of the Work where such Work consists of the construction of any public work, building maintenance or improvement. Except as provided in Section 165(d) of New York's State Finance Law, any bid or proposal that proposes or calls for the use of any tropical hardwood or wood product in the performance of such a contract, shall be deemed non-responsive.

NY - XXII. RECYCLED PRODUCTS

The Contractor shall supply LIRR with products that comply with Section 2878-a of New York's Public Authorities Law, which requires that all products purchased by LIRR be recycled products, which meet the Contract specifications, unless the only available product does not contain recycled content, and provided that the cost of the recycled product does not exceed a cost premium of ten percent above the cost of a comparable product that is not a recycled product or, if at least fifty percent of the secondary materials utilized in the manufacture of that product are generated from the waste stream in New York state, the cost of the recycled product does not exceed a cost premium of fifteen percent above the cost of a comparable product that is not a recycled product. A recycled product shall mean any product which has been manufactured from secondary materials, as defined in subdivision one of Section 261 of New York's Economic

Development Law, and which meets the requirements of Section 27-0717(2) of New York's Environmental Conservation Law.

NY - XXIII. NOTICE REGARDING TOXIC SUBSTANCES

Pursuant to Section 876 of New York's Labor Law and Federal law, LIRR must (a) advise its workers about the health effects of any toxic substances to which they may be exposed, including the composition and effects of toxic substances and (b) must keep a file of Safety Data Sheets ("SDS") for any products found and/or used at LIRR facilities. To facilitate LIRR's notice to its employees, if this Contract involves the use or sale of toxic substances, the Contractor shall, during the Contract:

- A. Prior to shipment or use, supply a SDS to LIRR for each toxic substance delivered to LIRR. All SDS and product labels must reference Railroad item numbers when specified. The required documents for LIRR must be submitted to:

The Long Island Rail Road Company
Attn: Senior Manager Procurement, Equipment
90-27 Sutphin Boulevard
3rd Floor, Mail Code 0335
Jamaica, New York 11435

- B. The SDS shall contain all health hazard information as required under Federal OSHA Regulations: The SDS must contain these sixteen (16) sections as required by OSHA's Hazard Communications Standard:

Section 1. Identification includes product identifier; manufacturer or distributor name, address, phone number; emergency phone number; recommended use; restrictions on use.

Section 2. Hazard(s) identification includes all hazards regarding the chemical; required label elements.

Section 3. Composition/information on ingredients includes information on chemical ingredients; trade secret claims.

Section 4. First-aid measures includes important symptoms/effects, acute, delayed; required treatment.

Section 5. Fire-fighting measures lists suitable extinguishing techniques, equipment; chemical hazards from fire.

Section 6. Accidental release measures lists emergency procedures; protective equipment; proper methods of containment and cleanup.

Section 7. Handling and storage lists precautions for safe handling and storage, including incompatibilities.

Section 8. Exposure controls/personal protection lists OSHA's Permissible Exposure Limits (PELs); ACGIH Threshold Limit Values (TLVs); and any other exposure limit used or recommended by the chemical manufacturer, importer, or employer preparing the SDS where available as well as appropriate engineering controls; personal protective equipment (PPE).

Section 9. Physical and chemical properties lists the chemical's characteristics.

Section 10. Stability and reactivity lists chemical stability and possibility of hazardous reactions.

Section 11. Toxicological information includes routes of exposure; related symptoms, acute and chronic effects; numerical measures of toxicity.

Section 12. Ecological information*

Section 13. Disposal considerations*

Section 14. Transport information*

Section 15. Regulatory information*

Section 16. Other information, includes the date of preparation or last revision.

*Note: Since other agencies regulate this information, OSHA will not be enforcing Sections 12 through 15 (29 CFR 1910.1200(g)(2)).

- C. Manufacturer's product labeling shall include the following: as per OSHA's Hazard Communication Standard:
- Product Identity
 - Manufacturer or Supplier Information including address and telephone number
 - Hazard Pictograms
 - Signal Words
 - Hazard Statements
 - Precautionary Statements as needed, including: first aid statements, spill \ response, compatibilities and usage instructions
- D. In addition, each container of any product shall be labeled with a weatherproof label containing the above noted information. For drums of such products, labeling shall be affixed to both the top and side of each drum. LIRR reserves the right to refuse the use of any product or acceptance of any delivery or part thereof where containers of these classes of products arrive lacking proper labeling. Manufacturers must supply updated SDS whenever an ingredient is modified in a product. If the product does not meet the approval of the Safety Department, LIRR reserves the right to terminate the Contract.
- E. Submittal of a SDS does not constitute the acceptance of the product by LIRR. If the Contractor fails or refuses to comply with these provisions, LIRR may declare the Contractor to be in default and exercise its rights under the termination provisions of the Contract.

NY - XXIV. DIESEL EMISSIONS REDUCTION ACT

- A. The Contractor represents that, in connection with activities relating to the Contract, it will be in compliance with the Diesel Emissions Reduction Act of 2006

("DERA"), as codified at Section 19-0323 of the Environmental Conservation Law, and its implementing regulations.

B. In accordance with DERA, the Contractor:

1. Will use ultra-low sulfur diesel fuel (≤ 15 ppm) in all heavy-duty diesel vehicles (>8500 lbs. G.V.W.R.) ("HDVs") employed at or on LIRR/MTA job sites in rendering services or providing materials or equipment hereunder unless said vehicles are otherwise exempt.
2. Represents that all of its affected vehicles will meet the Particulate Matter (PM) and Oxides of Nitrogen (NO_x) emission standards required by DERA through 1) utilization of devices certified by the EPA or California Air Resources Board that achieve reductions in PM and NO_x at the highest classification level for emission control strategies that is applicable to the particular engine and application ("Best Available Retrofit Technology"), 2) utilization of engines certified to meet the 2007 EPA standard for PM (0.01g/bhp-hr) as set forth in section 86.007-11 of Title 40 of the Code of Federal Regulations or to any subsequent USEPA standard that is at least as stringent, or 3) employment of alternative fuel vehicles which do not operate on diesel fuel ("alternative fuel" means natural gas, propane, ethanol, methanol, gasoline[when used in hybrid electric vehicles only], hydrogen, electricity, fuel cells, or advanced technologies that do not rely solely on diesel fuel or a diesel/non-diesel mixture).
3. If the Contractor has secured a waiver (including waivers based on the useful life of the vehicle) from the BART or ultra-low sulfur diesel fuel requirements from the New York State Department of Environmental Conservation, the Contractor will present same to LIRR/MTA during negotiations or with its bid/proposal documents.
4. The Contractor understands and acknowledges that LIRR/MTA is required to submit an annual report detailing compliance with DERA by LIRR/MTA and the Contractor. The Contractor agrees that it will provide, no later than September 1st of each calendar year, the following information as to any covered vehicles performing Work on any LIRR/MTA work site at which Work is to be performed pursuant to the Contract: 1) the number of diesel-fuel powered motor vehicles owned or operated, 2) the number of such vehicles that were powered by ultra-low sulfur diesel fuel, 3) the total number of on road diesel fuel-powered motor vehicles owned or operated having a GVWR of more than 8500 pounds, 4) the total number of off road vehicles owned or operated, 5) the number of such on road and off road vehicles that utilized BART, including a breakdown by BART installation date, vehicle model, VIN (if applicable), engine year and the type and classification level of technology used for each vehicle including the CARB designated diesel emission control strategy family name, if applicable, 6) the number of such vehicles that have been replaced/repowered with an engine certified to the applicable 2007 US EPA standard for PM as set forth in section 86.007-11 of Title 40 of the Code of Federal Regulations or to any subsequent US EPA standard for PM that is at least as stringent, 7) the number of such vehicles that have

been replaced with alternative fuel vehicles, 8) the number of inventoried HDVs retired, 9) identification of all ultra-low sulfur diesel waivers, findings, and renewals of such findings, which, for each waiver, shall include, but not be limited to, the quantity of diesel fuel needed to power diesel fuel-powered motor vehicles owned or operated; and specific information concerning the availability of ultra-low sulfur diesel fuel, 10) identification of BART waivers issued to contractor, 11) the quantity of ultra-low sulfur diesel fuel used, 12) a statement of compliance that by December 31, 2012 100% of inventoried HDV's will meet the law's requirements, and 13) any other information that may be required by the New York State Department of Environmental Conservation.

NY - XXV. COMPLIANCE WITH EXECUTIVE ORDER 162

- A. The Contractor shall comply with Executive Order No. 162 in performance of the Contract.
- B. The Contractor shall submit a detailed workforce utilization report, which shall include, but shall not be limited to, the job title and salary of each employee of the Contractor performing the work or each employee in the Contractor's entire workforce if the Contractor cannot identify the individuals working directly on the Contract.
- C. The Contractor shall ensure that its subcontractors comply with the same requirements imposed by Executive Order 162 and that its subcontractors submit workforce utilization reports for their employees as set forth above.
- D. Contractors and subcontractors shall submit monthly workforce utilization reports for construction contracts in excess of \$100,000 and quarterly workforce utilization reports for labor, services, supplies, equipment and materials contracts in excess of \$25,000. Reports must be submitted by the 10th day of each month or quarter following the end of the reporting period.

One (1) copy of the reports shall be submitted to each of the following:

MTA Department of Diversity and Civil Rights
mtaworkforceutilization@mtahq.org

The Long Island Rail Road Company
Project Manager
LIRR Program Management Office: ClearingHouse@lirr.org

- E. The Contractor shall utilize the form provided by LIRR for its reports.
- F. Failure to comply with this provision shall be deemed a material breach of the Contract and may subject the Contractor to termination of the Contract for cause.

NY - XXVI. COMPLIANCE WITH EXECUTIVE ORDER 134

If the Contract involves the use or sale of cleaning products, in the performance of this Contract, the Contractor shall comply with Executive Order 134, which requires LIRR to

procure and use cleaning products having properties that minimize potential impacts to human health and the environment consistent with maintenance of effectiveness of these products for the protection of public health and safety.

NY - XXVII. COMPLIANCE WITH EXECUTIVE ORDER 111 AND 142

In the performance of this Contract, the Contractor shall comply with Executive Orders 111 and 142, which require LIRR to –

A. (a) with respect to energy efficiency:

1. implement energy efficiency practices and meet the ENERGY STAR® building criteria for energy performance and indoor environmental quality in its existing buildings to the maximum extent possible;
2. in the design, construction, operation and maintenance of new LIRR buildings, to the maximum extent practicable, following guidelines for construction of "Green Buildings", including guidelines set forth in the Tax Law §19, which created the Green Buildings Tax Credit, and the U.S. Green Buildings Council's LEED™ rating system;
3. in the construction of new LIRR buildings, achieve 20% improvement in energy efficiency performance relative to levels required by New York State's Energy Conservation Construction Code, as amended;
4. in the substantial renovation of existing LIRR buildings, incorporate energy-efficiency criteria consistent with ENERGY STAR® and any other energy efficiency levels as may be designated by New York State Energy Research and Development Authority into all specifications developed for new construction and renovation;

- B. with respect to new products and replacing existing LIRR equipment, select ENERGY STAR® energy-efficient products;
- C. with respect to fuel, purchase, allocate, distribute and use E85 ethanol and bio-diesel if feasible;
- D. with respect to purchasing energy, increase LIRR's purchase of energy generated from wind, solar, thermal, photovoltaics, sustainably managed biomass, tidal, geothermal, methane waste and fuels cells;
- E. with respect to LIRR vehicles, procure increasing percentages of alternative -fuel vehicles and implement strategies to reduce petroleum consumption and emissions by using alternative fuels and improving vehicle fleet fuel efficiency.

NY - XXVIII. BREACH OF SECURITY OF PRIVATE INFORMATION

Pursuant to Section 208 of New York's State Technology Law, if this Contract involves the ownership, licensing or maintenance of computerized data that includes private information, the Contractor shall immediately notify LIRR following the discovery of a breach of the security of the system if the private information was, or is reasonably believed to have been, acquired by a person without valid authorization.

NY - XXIX. CONTRACTS WITH FOREIGN BUSINESS ENTERPRISES

The Contractor is hereby notified that pursuant to Section 165(6) of New York's State Finance Law, if the Contractor's principal place of business is located in a discriminatory jurisdiction (as identified in the list prepared by the New York State Commissioner of Economic Development), the Contractor may not be awarded the Contract unless MTA/LIRR waives the requirements of Section 165(6).

**NY - XXX. CONTRACTOR AND SUBCONTRACTOR DISCLOSURE
OBLIGATIONS UNDER PUBLIC AUTHORITIES LAW 1269-G**

If this Contract is a public works contract involving the employment of laborers, workmen, or mechanics, the Contractor and any subcontractors shall:

- A. The Contractor shall comply with the requirements of Section 1269-g of New York's Public Authorities Law, as amended and supplemented, and with rules and regulations that LIRR and/or the Metropolitan Transportation Authority (MTA) may adopt pursuant to Section 1269-g (6).
- B. No later than ninety (90) days from the effective date of this Contract, the Contractor shall file with LIRR a certification signed by an officer of Contractor and sworn to under penalties of perjury that the Contractor has complied with Section 1269-g by posting and distributing the information specified in Section 1269-g (2) in the manner required by Section 1269-g (1). Such certification shall include a copy of the information that the Contractor posted and distributed and a description of how that it has been posted and distributed.
- C. At such time as LIRR and/or MTA have posted on their public internet websites, currently www.lirr.org and www.mta.info, sample statements, displays and other materials that provide the information required by Section 1269-g, the Contractor may use LIRR's and/or MTA's sample statements, displays and other materials in complying with Section 1269-g. Until LIRR and/or MTA have posted such information, it is the Contractor's responsibility to accurately and completely prepare and communicate the required information. The required information consists of the following:
 1. the telephone numbers and addresses to report information of fraud or other illegal activity to the appropriate officers of LIRR and/or the MTA inspector general and the Attorney General of New York;
 2. a description in detail of conduct prohibited by Section 189 of the State Finance Law, and the role of that act in preventing and detecting fraud and abuse in work paid for by LIRR and/or MTA or with funds originating from LIRR and/or MTA;
 3. a notice to prospective qui tam plaintiffs on how to file a qui tam action, including the necessity to contact private counsel skilled in filing such actions and of the potential for cash rewards in such actions based on the percentage of the funds recovered by the government; and

4. a description of the prohibitions on employer retaliation against persons who file or assist actions under Article 13 of the State Finance Law (the New York False Claims Act) pursuant to Section 191 of the State Finance Law, or who report illegal conduct that threatens the health or safety of the public pursuant to Section 740 of the labor law.
- D. The Contractor shall insert into every first-tier subcontract, and require the insertion into all lower-tier subcontracts, a provision requiring each subcontractor to comply with the requirements of Section 1269-g of the Public Authorities Law, as amended and supplemented, and with any statements, displays and other materials, and rules and regulations that LIRR may adopt pursuant to Section 1269-g(6) and requiring that, no later than ninety (90) days from the effective date of each subcontract, each subcontractor file with the Contractor a verified statement from such subcontractor certifying that such subcontractor has complied with Section 1269-g by posting and distributing the information specified in Section 1269-g(2) in the manner required by Section 1269-g(1). The verified statement shall include a copy of the information that such subcontractor posted and distributed.
 - E. No later than ninety (90) days from the effective date of each subcontract of any tier, the Contractor shall file with LIRR a certification signed by an officer of subcontractor and sworn to under penalties of perjury certifying that such subcontractor has complied with Section 1269-g by posting and distributing the information specified in Section 1269-g (2) in the manner required by Section 1269-g (1). Such certification shall include a copy of the information that the Contractor posted and distributed and a description of how that information has been posted and distributed.
 - F. Material compliance by the Contractor with these provisions of the Contract and with Section 1269-g shall be a material condition of payment. The Contractor shall insert into every first-tier subcontract, and require the insertion into all lower-tier subcontracts, a provision stating that material compliance by a subcontractor with Section 1269-g shall be a material condition of payment. Each request for payment submitted by the Contractor shall include a certification signed by an officer of the Contractor and sworn to under penalties of perjury certifying that the Contractor and every subcontractor has continued to comply with the requirements of Section 1269-g of the Public Authorities Law, as amended and supplemented, and with any statements, displays and other materials, and rules and regulations that LIRR may adopt pursuant to Section 1269-g (6).

**NY - XXXI. COMPLIANCE WITH FRA ALCOHOL AND DRUG USE
REGULATIONS FOR MAINTENANCE OF WAY EMPLOYEES**

- A. The Contractor and its employees, agents and representatives shall comply with 49 CFR Part 219 in the performance of any work under the Contract. The Contractor shall have in place during the term of the Contract a random drug and alcohol testing program pursuant to Part 219 of its own or an agreement with a consortium to administer the Contractor's random testing program.
- B. The Contractor shall randomly test, or ensure that the all maintenance of way employees who perform work for LIRR are randomly tested for drug and alcohol in

accordance with Part 219. A maintenance of way employee hereunder shall mean the Contractor, its employees, subcontractors, agents and any individual performing work on behalf of the Contractor whose duties include the inspection, construction, maintenance or repair of roadway track, bridges, roadway, signal and communications systems, electric traction systems, roadway facilities or roadway maintenance machinery on or near track or with the potential of fouling a track, and flagmen, watchmen and lookouts.

- C. The Contractor shall establish a random testing pool of fifty percent (50%) for drug testing and twenty-five percent (25%) for alcohol testing of its maintenance of way employees on an annual basis or such other pool designated by the FRA.
- D. The Contractor shall submit to the FRA and LIRR a 219 Compliance Plan that complies with 49 CFR Part 219 that details the Contractor's Random Drug and Alcohol Testing Plan, or in the event the Contractor is using a consortium, the Random Drug and Alcohol Testing Plan of the consortium.
- E. If the Contract was awarded:
 - 1. Prior June 12, 2017, the Contractor shall submit its 219 Compliance Plan to the FRA and to LIRR no later than May 1, 2017. The 219 Compliance Plans submitted to LIRR shall be sent to the attention of LIRR's Designated Employer Representative.
 - 2. After June 12, 2017, the Contractor shall, within 10 days of Notice of Award, submit to LIRR a *Certification of Compliance With Random Drug and Alcohol Use Testing Regulations* that it is in compliance with 49 CFR Part 219 or, in the event, that the Contractor is not in compliance, that it has submitted its 219 Compliance Plan to the FRA. The Contractor shall provide a copy of the 219 Compliance Plan to LIRR with the certification.
- F. LIRR shall have the right, in its sole discretion, to reject any 219 Compliance Plan that designates a consortium unacceptable to LIRR.
- G. The Contractor shall, at its expense, maintain its 219 Compliance Plan and any records, data, and materials related to the plan for a minimum of six (6) years after completion of the Contractor's completion of the work under the Contract or termination of the Contract. In the event that the Contractor has in place a consortium to administer its random drug and alcohol testing program, the Contractor shall ensure that any agreement with such consortium provides for the maintenance of records, data, and materials as set forth herein.
- H. The Contractor shall permit the FRA and LIRR, and also shall require its employees, subcontractors, agents (including any consortium administering the Contractor's random drug and alcohol testing program) and/or any individual who is a maintenance of way employee as defined in Part 219, to permit representatives of the FRA and LIRR to inspect all records, data, and materials related to the Contractor's 219 Compliance Plan. Such records shall be made available, upon request of the FRA and/or LIRR, at the Contractor's place of business during normal working hours or such other place as designated by the FRA or LIRR.
- I. On a semi-annual basis, the Contractor shall submit to LIRR a written certification attesting that it is in compliance with its obligations under Part 219 including, but

not limited to, the establishment of random test pools and the actual testing of its employees as set forth in Part 219. The Contractor shall submit related testing data (in a form compliant with Part 219) with its semi-annual certification to the LIRR Medical Department. For purposes of this section, the date for semi-annual reporting shall be calculated from the date of LIRR's Notice of Award.

- J. Unless otherwise authorized by LIRR in writing, the Contractor shall not perform any work subject to 49 CFR Part 219 subsequent to June 12, 2017 unless it has implemented a random drug and alcohol testing program in accordance with 49 CFR Part 219.
- K. Failure to comply with this provision shall be deemed a material breach of the Contract and may subject the Contractor to termination of the Contract.
- L. Failure to comply with this provision may subject the Contractor to civil penalties.
- M. In the event of any inconsistency between the terms of this provision and the FRA requirements, Part 219 of Title 49 of the Code of Federal Regulations shall govern.

NY - XXXII. COMPLIANCE WITH EXECUTIVE ORDER NO. 177

In accordance with Executive Order No. 177, LIRR may not enter into any contract for goods, services, technology or construction with an entity that has institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected basis. Failure of the Contractor to provide the required certification contained in the Invitation for Bids/Request for Proposals/Contract Documents shall render the bidder/proposer ineligible for award of the contract. Any contract awarded without submission of the required certification shall be rendered null and void.

NY - XXXIII. COMPTROLLER APPROVAL

If this Contract is subject to approval by the New York State Comptroller pursuant to Section 2879-a of New York's Public Authorities Law, the Contract, and any subsequent amendment where the value of such amendment equals or exceeds ten percent (10%) of the contract amount approved by the Comptroller, shall not be binding and enforceable until the earlier of (i) the Comptroller's approval of the Contract or (ii) ninety days after submission of the Contract to the Comptroller for approval if the Comptroller has not approved or disapproved the Contract within that time.

NY - XXXIV. COMPLIANCE WITH MTA/LIRR RULES AND REGULATIONS

The Contractor and its employees, agents and representatives shall comply with all rules and regulations of the MTA and LIRR during the term of the Contract including, but not limited to, MTA's All Agency Policy Directive, Computer and Social Media Usage Policy.

NY - XXXV. GOVERNING LAW

This Contract shall be governed and construed in accordance with the laws of the State of New York without regard for conflicts of law principles.

NY - XXXVI. COMPLIANCE WITH APPLICABLE LAW

The Contractor shall comply with all applicable New York State laws.

PART III. APPENDICES

APPENDIX A

NO BID RESPONSE FORM

If Bidder declines to submit a proposal for the goods or services in this solicitation, Bidder is requested to submit a "no-bid" response in the MTA Portal to the solicitation by selecting Decline Invitation and select a reason for declining this event invitation and indicate if you wish to continue to receive updates on this event.

or

Complete and e-mail this form to the attention of the Contract Officer, Melissa Flores at mpcesar@lirr.org

A nonresponse may result in the removal of the contractor's name from LIRR's solicitation list

CONTRACTOR NAME:
ADDRESS:
CITY, STATE AND ZIP CODE:
FEDERAL ID # (IF AVAILABLE): PHONE: FAX:
IFB NO:
IFB TITLE:
ATTN:

REASONS FOR NOT BIDDING ON THE REFERENCED CONTRACT

(Check all that apply):

- ☐ Only interested as a potential Subcontractor
- ☐ Size of this Contract is not within the interest of Contractor.
- ☐ Contractor had an insufficient amount of time to prepare the bid. (Please provide the date that the Contractor acquired the IFB and any other pertinent information.)
- ☐ Services not within the specialty of the Contractor. (Please cite Contractor's area of specialty in comment section below.)
- ☐ Other. (Please explain in comment section below.)
- ☐ Please remove this firm from your solicitation list.

COMMENTS – PLEASE USE ADDITIONAL SHEETS IF NECESSARY:

Signature

Title

APPENDIX B

Page 1 of 2

FORM OF BID BOND

Know all men by these presents, that

(hereinafter called the "Principal")

and _____

of _____
(hereinafter called the "Surety")

are held and firmly bound to The Long Island Rail Road Company, a corporation of the State of New York (hereinafter called the "Railroad"), in the full and just sum of

_____ dollars
(\$) good and lawful money of the United States of America, for the payment of which sum of money, well and truly to be made and done, the Principal binds itself, its successors and assigns, and the Surety binds itself, its successors or assigns, jointly and severally firmly by these presents.

Whereas, the Principal has submitted the accompanying proposal, herein referred to as the Bid, dated as of the _____ day of _____, 20____, to the Railroad for:

LIRR IFB No. 6360

Maintenance, Inspections and Repair Services of Elevators

Now, therefore, the condition of this obligation is such that, if the Principal shall not withdraw the bid within 120 days unless the term of Bid offer is otherwise revised by the Railroad after the opening, and shall within the period specified therefore, or if no period is specified, within ten (10) working days after the prescribed forms are presented to it for signature, execute such further contractual documents, such as acknowledging the Notice of Award, providing Insurances, and Schedule Submissions, if any, as may be required by the terms of the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of the resulting contract, or in the event of the withdrawal of the bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay to the Railroad the costs payable in such event by the terms of the bid then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

The surety, for value received, hereby stipulates and agrees that the obligations of such surety and its bond shall in no way be impaired or affected by an extension of the times within which the Railroad may receive or accept such bid or within which the Principal may furnish a performance bond and/or payment bond or by any waiver by the Railroad of any of the requirements of such Bid; and the surety does hereby waive notice of any such extensions or waivers.

FORM OF BID BOND

Signed and sealed this _____ day of _____, 20____.

(If corporation, add
seal and attestation) _____

(Full Legal Name of Principal)

BY: _____

Attest:

(Secretary)

(Title)

SURETY TO COMPLETE BELOW

Add corporate seal of Surety _____
(Surety)

BY: _____

Attest:

(Secretary)

(Title)

Affix Acknowledgment and Justification of Sureties together with Certificate
of Qualifications pursuant to Section 1111 of Insurance Law.

APPENDIX C

INSURANCE REQUIREMENTS

IFB NO. 6360

Maintenance, Inspections and Repair Services of Elevators

Contract Number:	6360
Description:	Maintenance, Inspections and Repair Services of Elevators

SECTION A. INSURANCE SCHEDULE:

The term “Contractor” as used in this document shall refer to any third party entering into a contract (“Contract”) with the LIRR/MTA. As such, the term may encompass manufacturers, vendors, lessors, service providers and others. The term “Work” as used in this document shall refer to all work, services or other performance of the Contractor in connection with such Contract. The Contractor shall procure the following types of insurance and limits as indicated by the checked box(s) set forth below and/or in Section B:

<u>INSURANCE</u>		<u>MINIMUM</u>	
<u>AMOUNTS</u>			
<input checked="" type="checkbox"/>	Workers’ Compensation	\$	Statutory Limits
<input checked="" type="checkbox"/>	- Employer’s Liability	\$	1,000,000 – NYS; 2,000,000 CT
<input type="checkbox"/>	- Longshore & Harbor Workers’ Endorsement	\$	
<input type="checkbox"/>	- Maritime Coverage Endorsement (Jones Act)	\$	
<input checked="" type="checkbox"/>	Commercial General Liability (per occurrence)	\$	1,000,000
<input checked="" type="checkbox"/>	- General Aggregate	\$	2,000,000
<input checked="" type="checkbox"/>	- Products and Completed Operation	\$	2,000,000
<input checked="" type="checkbox"/>	Business Automobile Liability (amount is each accident)	\$	1,000,000
<input type="checkbox"/>	- MCS-90 Endorsement	\$	
<input type="checkbox"/>	- CA 9948 Endorsement	\$	
<input checked="" type="checkbox"/>	Umbrella/Excess Liability	\$	10,000,000
<input checked="" type="checkbox"/>	- Aggregate (amount is each occurrence)	\$	10,000,000
<input type="checkbox"/>	Railroad Protective Liability	\$	
<input type="checkbox"/>	Pollution Liability	\$	
<input type="checkbox"/>	Builder’s Risk/Installation Floater	\$	
<input type="checkbox"/>	Cyber Professional Liability	\$	
<input type="checkbox"/>	Professional Liability	\$	
<input type="checkbox"/>	Property/Equipment Floater Insurance	\$	

<input type="checkbox"/>	Crime	\$	
<input type="checkbox"/>	Valuable Papers	\$	
<input type="checkbox"/>	Garage Liability/ Garage Keepers Legal Liability	\$	
	Other:	\$	

SECTION B. INSURANCE REQUIREMENTS

The Contractor shall procure, at its sole cost and expense, and shall maintain at all times during the term of this Contract, and for such longer period of time if specified, such policies of insurance as herein set forth. Contractor shall furnish to LIRR/MTA satisfactory proof that Contractor has in force continuously for the entire period the following classes of insurance in the form and with the limits specified below or as outlined in Section A Insurance Schedule.

- i. **Workers' Compensation Insurance** as required by statute in the state in which the contract work will be performed.
 1. If Contractor leases one or more employees through the use of a payroll, employee management, or other similar company, then Contractor must procure worker's compensation insurance written on an "if any" policy form, including an endorsement providing coverage for alternate employer/leased employee liability.
- ii. **Employer's Liability Insurance** with limits of not less than the amount set forth in Section A Insurance Schedule bodily injury by accident; \$1,000,000 bodily injury by disease; and \$1,000,000 annual aggregate. Employer's Liability Limits for Work conducted outside the State of NY require limits of at least \$2,000,000 bodily injury by accident, \$2,000,000 bodily injury by disease; and \$2,000,000 annual aggregate.
- iii. **Commercial General Liability ("CGL") Insurance** covering claims for personal and advertising injury, bodily injury and property damage arising out of the Work and in a form providing coverage no less broad than that of the current ISO Commercial General Liability Insurance policy (Occurrence Form, number CG 00 01). Such insurance shall be issued on an occurrence basis to provide coverage for all operations including the products-completed operations hazard, and shall be maintained for the entire term of the contract, including any warranty period, if applicable, and for such longer period of time if specified, such policies of insurance as herein set forth. The limits of such insurance shall renew annually and not be less than:
 1. \$1,000,000 each Occurrence
 2. \$2,000,000 aggregate for products-completed operations;
 3. \$2,000,000 general aggregate limit, on a per project basis, and;
 4. Additionally:
 - Primary General Liability limits may **not** be satisfied by Umbrella / Excess insurance.

- The policy shall not contain any contractual exclusion relative to Labor Laws or any other exclusions or limitations directed toward any types of projects, materials or processes involved in the Work.
 - The policy shall not contain any of the following exclusions: subcontractor's exclusion; construction defect exclusion; leased worker exclusion; cross liability exclusion; crane exclusion; and demolition exclusion or "explosion, collapse and underground" exclusion.
 - The policy shall include independent contractor and contractual liability coverages.
 - **Work on Railroad Premises.** Construction Contracts involving construction work taking place within 50 feet of a railroad must include evidence that General Liability endorsement CG 24 17 is in effect. Endorsement "Schedule" shall designate the Railroad Name and Designated Job Site with reference to this Contract number.
 - Coverage for claims for bodily injury asserted by a railroad employee of an additional insured and any Employer's Liability Exclusion which may otherwise operate to exclude such coverage shall be removed (**applicable to LIRR/MNR contracts**).
- iv. **Business Automobile Liability Insurance** covering all owned, non-owned, and hired vehicles on and off-site for claims arising out of the ownership, maintenance or use of any such vehicle. Such insurance shall provide coverage not less than the standard ISO Comprehensive Automobile Liability policy (CA 00 01, CA 00 05, CA 00 12, CA 0020), with limits not less than the amount set forth in Section A Insurance Schedule. If the Work involves transportation of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor shall provide pollution auto coverage equivalent to that provided under the ISO pollution liability - broadened coverage for covered autos endorsement (CA 99 48), and the Motor Carrier Act endorsement (MCS 90). Any statutorily required "No-Fault" benefits and uninsured/underinsured motorist coverage shall be included.
- v. **Umbrella/Excess Liability Insurance** as specified in Section A Insurance Schedule, written on an occurrence basis in excess of the limits indicated for Commercial General Liability, Employer's Liability, and Business Automobile Liability Insurance identified above, *and which is at least as broad as each and every one of the underlying policies*. The umbrella/excess liability policies shall be written on a "drop-down" and "following form" basis, with only such exceptions expressly approved in writing by LIRR/MTA. The products-completed operations hazard, and shall be maintained for the entire term of the contract, including any warranty period if applicable and for such longer period of time if specified, such policies of insurance as herein set forth.

Section C. GENERAL INSURANCE REQUIREMENTS.

The following requirements are applicable to all insurance coverages required under this Contract, except to the extent otherwise indicated.

- i **Insurer Requirements.** All policies of insurance shall be placed with insurers acceptable to LIRR/MTA. The insurance underwriter(s) must be duly licensed or approved Surplus Lines insurer to do business in the state where the Work is to be performed and must have a financial ratings of A-/VII or better in the most recent edition of Best's Key Rating Guide or otherwise satisfactory to LIRR/MTA.
- ii **Right to Request.** Contractor shall increase required insurance amounts upon direction by LIRR/MTA.
- iii **Additional Insureds.** *Except with regard to Workers' Compensation and Professional liability insurance (unless otherwise noted), all insurance required under Section B shall name the parties listed in Section D as Additional Insureds,* and shall include their respective subsidiary and affiliated companies, and their Boards of Directors, officers, employees, representatives, and agents (hereinafter, collectively the "Additional Insureds"). For the Commercial General Liability insurance, additional insured status must be provided on ISO forms or their equivalent at least as broad as CG 20 26. **[ISO forms CG 2010 with CG 2037 is required where applicable.]** No other General Liability Additional Insured endorsement will be accepted unless approved by LIRR/MTA.

See page 6 for link to the MTA Landing Page for general instructions and the lists of indemnitees which should be copied directly to the ACORD COI and Additional Insured endorsements.

- iv. **Primary and Non-Contributory.** Each policy required in this Section, including primary, excess, and/or umbrella, shall provide that the insurance provided to the Additional Insureds is primary and non-contributory, such that no other insurance or self-insured retention carried or held by LIRR/MTA shall be called upon to contribute to a loss covered by insurance for the named insured.
- v. **Waiver of Subrogation.** To the fullest extent permitted by law, Contractor will require all insurance policies required by this Section to include clauses stating each insurer will waive all rights of recovery. All waivers provided herein shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, or (b) did not pay the insurance premium directly or indirectly, and whether or not such individual or entity has an insurable interest in any property damaged.
- vi. **Self-Insured Retentions.** None of the insurance required of this Section shall be subject to any self-insured retention greater than \$500,000 without LIRR/MTA written approval.
- vii. **Subcontract Agreements.** Contractor shall by appropriate written agreements flow down the requirements for i) the waiver of subrogation for all required insurance, and ii) additional insured coverage for all required insurance and iii) other requirements of this Section to all tiers of subcontractors, for all insurance required of such subcontractors by Contractor for the Work.
- viii. **No Limitation.** Nothing in this Section shall be construed as limiting in any way the extent to which Contractor may be held responsible for payment of damages

resulting from their operations. Contractor's obligations to procure insurance are separate and independent of, and shall not limit Contractor's contractual indemnity and defense obligations. LIRR/MTA does not represent that coverages and limits required in this Contract will necessarily be adequate to protect Contractor.

- ix. **Notice of Cancellation or Non-Renewal.** The Contractor agrees to notify LIRR/MTA thirty days prior to any cancellation, non-renewal or change to any insurance policies required in Section B. Notice shall be sent electronically to the *contract-specific email address* provided to Contractor via MTA Certificate of Insurance Management System (CIMS), Complianz™.
- x. **Notice of Occurrence.** The Contractor shall file the following with the Long Island Rail Road Claims Department, Attention: Director of Claims, with a copy to the Engineer: (1) a notice of any occurrence likely to result in a claim against the LIRR, which shall be filed immediately; and (2) a detailed, sworn proof of interest and loss, which shall be filed within sixty (60) days from the date of loss.
- xi. **Insurance Not In Effect.** If, at any time during the period of this Contract, insurance as required is not in effect, or proof thereof is not provided to LIRR/MTA, then LIRR/MTA shall have the option to: (i) direct the Contractor to suspend work with no additional cost or extension of time on account thereof; or (ii) treat such failure as an Event of Default.
- xii. **Conformance to Law.** If applicable law limits the enforceability of any of the foregoing requirements, then Contractor shall be required to comply with the foregoing requirements to the fullest extent of coverage and limits allowed by applicable law and the provisions of insurance shall be limited only to the extent required to conform to applicable law.
- xiii. **Certificates of Insurance.**
 - 1. Contractor shall furnish LIRR/MTA with Certificates of Insurance ("COI") utilizing ACORD 25 and ACORD 101, if applicable, completed by a duly authorized representative evidencing coverage required under **Section B**. Such Certificates of Insurance shall be delivered to LIRR/MTA before any Work hereunder is commenced by Contractor and annually thereafter on or before the policy effective dates of the Contractor's policies based on the instructions stated herein. You may go to the MTA website for samples and instructions for completing the forms: <http://www.mta.info/vendor-insurance>.
 - (a) Evidence of Railroad Protective Liability and/or Builder's Risk Insurance requires submission of a policy and is not acceptable on a certificate of insurance. A binder is acceptable pending issuance of the policy. The binder must indicate the contract number, description and location of Work and the designated Contractor and must be signed by the authorized producer or insurance carrier.
 - 2. Insurance Confirmation. In addition to the foregoing certificates of insurance, the Contractor or its insurance broker shall submit a copy of the following

endorsements with reference to: the contract number, description and location of Work and designated Contractor, where applicable.

- a. CGL per Project Aggregate Endorsement applicable to the work to be performed under this Contract;
 - b. Additional Insured endorsements specifically naming the LIRR/MTA per requirements of this Contract shall be provided as indicated in Section C(iii) – General Insurance Requirements.
 - c. Primary and non-contributory endorsement(s) CG 2001 or equivalent naming the LIRR/MTA per requirements of this Contract.
 - d. Waiver of Subrogation endorsements (most recent NCCI/ISO or equivalent as applicable) in favor of the LIRR/MTA per requirements of this Contract.)
 - e. Other coverage endorsements may be requested depending on the scope of Work to be performed by the Contractor.
- (b) The Contractor shall submit evidence of compliance of all insurance requirements before any Work is started to the LIRR/MTA as follows:

1. Initial Evidence of Insurance

- (c) Agency Name: _____
- (d) Agency Address: _____
- (e) Attention: Procurement Representative's Name
- (f) Email Address: _____

2. **Renewal Insurance:** After the Contractor's insurance has been approved, a "compliant message" verifying insurance compliance will be sent to the Contractor via the MTA Certificate of Insurance Management System (CIMS), Complianz™. It will also provide the email address for all insurance renewals, specific to this Contract. Do not bundle certificates as each contract is assigned a specific email address.

At least two (2) weeks prior to the expiration of the policies, Contractor shall endeavor to provide evidence of renewal or replacement policies of insurance, with terms and limits no less favorable than the expiring policies.

3. Failure of the LIRR/MTA to demand such COIs or other evidence of full compliance with these insurance requirements, or failure of the LIRR/MTA to identify a deficiency from evidence provided, will not be construed as a waiver of the Contractor's obligation to maintain such insurance. LIRR/MTA acceptance of

any COI evidencing the required coverages and limits does not constitute approval or agreement by the LIRR/MTA that the insurance requirements have been met or that the insurance policies shown in the COI are in compliance with the requirements.

4. The LIRR/MTA has the right, but not the obligation, of prohibiting Contractor from entering the Project Site until LIRR/MTA receives all COIs or other evidence that insurance has been placed in complete compliance with these requirements.

SECTION D. REQUIRED INDEMNITEES (by Location of Work)

- ☒ **All LIRR Agreements:** Long Island Rail Road (LIRR), Metropolitan Transportation Authority (MTA) and its subsidiaries and affiliates and New York & Atlantic Railway Company (when applicable) Anacostia Rail Holdings and the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Parties listed herein.
- ☒ **Penn Station:** Long Island Rail Road (LIRR), Metropolitan Transportation Authority (MTA) and its subsidiaries and affiliates and New York & Atlantic Railway Company (when applicable) Anacostia Rail Holdings and the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Parties listed here in, National Railroad Passenger Corp. (Amtrak), NJ Transit Corporation, and NJ Transit Rail Operations, Inc.
- ☒ **West Side Yard:** Long Island Rail Road (LIRR), Metropolitan Transportation Authority (MTA) and its subsidiaries and affiliates and New York & Atlantic Railway Company (when applicable) Anacostia Rail Holdings and the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Parties listed here in, National Railroad Passenger Corp. (Amtrak), NJ Transit Corporation, NJ Transit Rail Operations, Inc., Consolidated Rail Corporation and CSX Transportation Inc. and Triborough Bridge & Tunnel Authority (B&T).
- ☐ **Sunnyside Yard:** Long Island Rail Road (LIRR), Metropolitan Transportation Authority (MTA) and its subsidiaries and affiliates and New York & Atlantic Railway Company (when applicable) Anacostia Rail Holdings and the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Parties listed here in, National Railroad Passenger Corp. (Amtrak), NJ Transit Corporation, NJ Transit Rail Operations, Inc. and New York & Atlantic Railway Company (when applicable).
- ☒ **Jamaica:** Long Island Rail Road (LIRR), Metropolitan Transportation Authority (MTA) and its subsidiaries and affiliates and New York & Atlantic Railway Company (when applicable) Anacostia Rail Holdings and the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Parties listed herein, and Port Authority of NY & NJ.
- ☐ **93-4 Sutphin Blvd:** Long Island Rail Road (LIRR), Metropolitan Transportation Authority (MTA) and its subsidiaries and affiliates and New York & Atlantic Railway Company (when applicable) Anacostia Rail Holdings and the respective affiliates and subsidiaries existing

currently or in the future of and successors to each Indemnified Parties listed herein, CBRE, Inc. and any successor thereto as property manager.

- **48 East 50th St:** Long Island Rail Road (LIRR), Metropolitan Transportation Authority (MTA) and its subsidiaries and affiliates and New York & Atlantic Railway Company (when applicable) Anacostia Rail Holdings and the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Parties listed herein, CBRE, Inc. and any successor thereto as property manager.

[The MTA Guidelines & Instructions for Submission of Evidence of Insurance and Mocked-up Samples of how to complete the ACORD Certificate forms begin on the next page.]



Please use the link below for access to:

- List of MTA's Indemnitees, which you can copy directly to your Certificate of Insurance and Endorsements

<http://www.mta.info/vendor-insurance>.

APPENDIX D

QUALITY SYSTEM REQUIREMENTS

1. The Vendor shall submit a Quality Management System Manual documenting its implemented quality system with its bid. The Quality Management System Manual shall be in compliance with the international ISO 9000 Series, or the technical equivalent national ANSI/ASQ Q90 Series, of Quality Standards. The Vendor shall have in effect a written Quality System that:
 - 1.1 Defines those actions, procedures and requirements necessary to ensure that all aspects of the work conform to the procurement.
 - 1.2 Demonstrates their capability to control the processes that determine the acceptability of the products and services supplied.
2. The Railroad's acceptance of the Vendor's Quality Management System Manual is required prior to award. The Vendor is advised that:
 - 2.1 The Quality Management System Manual will be evaluated as a part of the responsibility determination of the Bidder.
 - 2.2 If the Railroad determines that the Quality Management System Manual is not satisfactory, then:
 - A. The Vendor will be required to resubmit an acceptable Quality Management System Manual within 7 days of notification by the Railroad.

OR

 - B. The Vendor's Chief Executive Officer will be required to attend a meeting within 5 days of notification by the Railroad, for the purpose of discussing the Quality Management System Manual and reaching agreement on the requirements to resubmit an acceptable Quality Management System Manual.
- 2.3 Failure to resubmit an acceptable Quality Management System Manual, or reaching agreement on the requirements of the revised Quality Management System Manual at this meeting, may result in a finding of non-responsibility and, therefore, the Vendor may not be eligible for award.
3. The Vendor shall submit resume of designated Quality Representative with its bid. The resume shall include a description of the duties, responsibilities, accomplishments, and preceding assignments from which the candidate has gained the requisite experience, education, training, qualifications, and any certifications maintained relevant to the Work Scope of the subject Contract.
4. Vendors are advised that the LIRR retains the right to conduct pre-award assessments to evaluate their level of compliance with their quality system, inspect facilities and evaluate objective evidence of the Vendor's capability to provide the specified product. Vendors must include the name and address of the applicable work location site as part of their bid. The results of these assessments and/or evaluations may determine the acceptance or rejection of the Vendor as a qualified source for the subject procurement.
5. If the Scope of Work includes products or systems that contain software, the Vendor shall have in place a documented system that conforms to IEEE Standard 1558-2004 including the additional IEEE Standards as cited in Section 5 of IEEE STD 1558-2004. Comments, procedures, plans and other specified documentation associated with software design, coding, and maintenance shall be in English and available to the LIRR upon request.
 - 5.1 The Vendor shall submit a written description of software related processes in place, demonstrating the organizations capabilities for similar work for all phases of software life cycle including concept, design, development, test, system integration and maintenance. The Vendors system shall demonstrate implementation such as Capability Maturity Model Integration (CMMI) - Level 2 minimum, or other industry criteria acceptable to the Railroad prior to the award of the contract. These requirements apply to the Consultant as well as its sub-consultants who perform such activities.

APPENDIX E
SECURITY REQUIREMENTS

(Version 6.0 2/08/2018)

PART 1 – SECURITY SENSITIVE INFORMATION MANAGEMENT REQUIREMENTS

1.1 SECTION INCLUDES:

- A. Requirements for Information Protection and Management

1.2 REFERENCED SECTIONS:

- A. Section 01060 Safety
- B. Section 01065 Security

1.3 CITED STANDARDS:

- A. MTA Sensitive Security Information Handbook Version 3

1.4 PROGRAM REQUIREMENTS:

- A. Notice to Proceed will not be granted until the Non-Disclosure and Confidentiality Agreements have been received by the Railroad.
- B. LIRR shall designate an Agency Document Control Officer for the coordination of Security Sensitive Information management among all parties throughout the life of the project.
- C. The Vendor shall designate a Document Control Officer for the handling and management of Sensitive Security Information and submit appropriate MTA employment and resume verification documentation to verify resume, education background and past history employment for the past two years.
- D. The Vendor shall provide an overview of existing protocols to ensure security in the procurement process and in the handling of Security Sensitive Information. Such protocols shall be reviewed and certified by an Agency Document Control Officer for compliance with MTA handbook.
- E. The Vendor shall inform the Agency Document Control Officer of the location where Security Sensitive Information will be kept during the duration of work.
- F. The vendor shall provide appropriate and reasonable physical and logistical security for all data files and programs containing Security Sensitive Information. The vendor shall ensure that similar and equally adequate procedures are employed by any party that will store handle use or examine any Security Sensitive Information.
- G. The Vendor shall ensure that Security Education and Awareness is administered for each employee, consultant or sub-contractor prior to receiving access to Security Sensitive Information and upon request of the MTA provide employee resume verification as to an individual's suitability to have access.
- H. The Vendor provide control and accountability of documents containing Security Sensitive Information by tracking the location and number of copies. A document control system in terms of logging documents shall be developed to track, identify and protect all documents related to contracts involved with MTA Security Sensitive Information.
- I. In order to retain necessary access control, a listing of authorized individuals

must be maintained by the Vendor for all employees who have been provided access to MTA Security Sensitive Information.

- J. The Vendor shall ensure that all employees provided access to Security Sensitive Information have executed an appropriate MTA Non-Disclosure Agreement. The Vendor must also impose the above requirements in any subcontract agreement that will require access to MTA Security Sensitive Information.
- K. The vendor shall develop and submit to the MTA an IT system management plan for approval. At a minimum, the plan must include measures developed and implemented by the vendor to address the objectives outlined above. The management plan shall also describe both hardware and software components of the IT system proposed.
- L. The Vendor shall take steps reasonably necessary to provide adequate physical security for computer system components storing off line records, data files and programs of the MTA. Procedures for protecting Information Technology systems shall include the use of user ID's and passwords to prevent unauthorized access to networked computers utilized in the day to day operations related to projects containing MTA Security Sensitive Information.
- M. The Vendor shall ensure that Security Sensitive Information is stored in a minimum number of office locations, in a secure environment (password protected or in a secure container such as locked file cabinet, locked desk, or safe type file container) and that a list is maintained as to which individuals have access to which
- N. The Vendor shall ensure that document control systems facilitate easy retrieval of Security Sensitive Information from individuals when the information is no longer required by those individuals.
- O. The vendor shall fully relinquish to the MTA at the end of the project all original documents containing Security Sensitive Information and shall destroy all copies of such materials after completion of the project. The vendor agrees to include similar procedures in each sub contract under any awarded contract.

1.5 QUALITY CONTROL:

- A. Unless otherwise approved by the Railroad, the Vendor Document Control Officer shall be responsible for Security Sensitive Information security.
- B. The Contractor's approved Security Sensitive Information Management Plan shall be applicable to all Contractor personnel, including, but not limited to, personnel of any tier subcontractor, consultant, vendor, and supplier.
- C. All aspects of the Contractor's security process and procedures will be subject to audit by the MTA/LIRR or its representatives at any time and without prior notice at any location(s) identified in the course of the audit process.

1.6 SENSITIVE SECURITY INFORMATION MANAGEMENT PLAN SUBMITTALS:

- A. The LIRR Department of Program Management is responsible for the management of capital improvement projects within the Capital Program. As such, the LIRR Department of Program Management will coordinate review and approval of Vendor Security Sensitive Information Management Plan submittals. The SSI Handbook Bidder Extract included in this RFP package specified specific Vendor program and submittal requirements. If the Railroad determines, in its sole discretion, that plan submittals are deficient or otherwise

unsatisfactory, the Contractor will be required to resubmit a revised plan within seven (7) days of notification by the Railroad. If necessary, the Contractor's Chief Executive Officer will be required to attend a meeting within five (5) days of notification by the Railroad to discuss the plan and reach agreement of the necessary changes to be made. Failure to secure plan approval, attend the required meeting or reach agreement with the Railroad may result in termination of this Contract.

PART 2 – SITE SECURITY GENERAL

2.1 SECTION INCLUDES:

- A. Requirements for Work Site Security, including:
 - 1. Site Security Control Plan
 - 2. Background Verification
 - 3. Contractor Identification Card
 - 4. Non-working Visitor Identification
 - 5. Daily Site Security Report

2.2 REFERENCED SECTIONS:

- A. Section 01060 Safety
- B. Section 01065 Security

2.3 CITED STANDARDS:

(None cited)

2.4 NOTED RESTRICTIONS:

- A. Notice to Proceed will not be granted until the Site Security Control Plan (SSCP) has been approved by the Railroad.
- B. No personnel shall work on Railroad property until they have Railroad approved identification and have attended the required Road Worker Protection Safety Training Course in accordance with Section 01060 Safety.
- C. No Contractor employees shall be permitted access to MTA/LIRR property without prior notification to and initial authorization from the MTA/LIRR Project Manager or designee.
- D. The Contractor shall not limit job site access to Railroad or Utility personnel.
- E. Visitors (i.e., salesmen, service agents, and business agents) shall register and obtain permission from the Railroad to access MTA/LIRR property. No visitor shall be left unescorted at any time on the site.
- F. Other than officially issued Identification Cards, no Contractor, subcontractor, vendor, supplier, or service personnel shall be permitted to wear or display any item on their person that would identify them as Railroad personnel.
- G. Any person failing to comply with the Work Site Security Requirements will be subject to immediate removal from the work site and may be permanently barred from re-entering the work site.
- H. Background verifications performed prior to the bid/proposal submission date are not valid for this Contract.

2.5 QUALITY CONTROL:

- A. Unless otherwise approved by the Railroad, the Contractor's on-site Superintendent shall be responsible for work site security.
- B. The Contractor's approved SSCP shall be applicable to all Contractor personnel, including, but not limited to, personnel of any tier subcontractor, consultant, vendor, and supplier.
- C. All aspects of the Contractor's security process and procedures will be subject to audit by the MTA/LIRR or its representatives at any time and without prior notice at any location(s) identified in the course of the audit process.

2.6 SUBMITTALS:

- A. The LIRR Department of Program Management will coordinate review and approval of Site Security Control Plan submittals. A contract-specific SSCP must be submitted within 15 days of Notice of Award, including the duties and responsibilities of specific personnel to ensure work site security clearly detailing the actions and activities as required by the Contract and the Contractor's Site Security Policy and Procedures. If the Railroad determines, in its sole discretion, that the SSCP is deficient or otherwise unsatisfactory, the Contractor will be required to resubmit a revised SSCP within seven (7) days of notification by the Railroad. If necessary, the Contractor's Chief Executive Officer will be required to attend a meeting within five (5) days of notification by the Railroad to discuss the plan and reach agreement of the necessary changes to be made. Failure to resubmit a revised SSCP, attend the required meeting or reach agreement with the Railroad may result in termination of this Contract.
- B. Procedure for verifying personnel identification and performing certified background checks including, but not limited to, checking for prior criminal infractions, employment, residences, and verification of American Citizenship or Visa for Foreign National status.
- C. Security documents for each personnel a minimum of 15 days prior to attending the Roadway Worker Protection Safety Orientation and entering the work site including (1) verified identification and certified background check documentation, (2) Railroad-required ID card, and (3) fully executed consent form to permit the Railroad to perform further investigation.

2.7 DELIVERABLES:

- A. Copy of Foreign National Registration Document (including I-94 cards and I-797 notices or Permanent Resident Cards) for each foreign national employee assigned to the Contract.
- B. Contractor's Employee Sign-in Log at the end of each shift.
- C. All logs at the end of each shift, i.e. vehicle, visitor, etc.
- D. Expired or no longer needed Contractor-issued Identification Cards.
- E. Expired or no longer needed Railroad-issued Identification Cards.
- F. Sample I.D. Card.
- G. Statement of Acknowledgement and Compliance of Work Site Security Requirements.

PART 3 – SITE SECURITY PRODUCTS

3.1 SITE SECURITY CONTROL PLAN:

- A. The SSCP shall be organized and include (1) the Statement of Acknowledgement and Compliance of Work Site Security Requirements set forth in Part 5 hereof including a detailed description of the duties and responsibilities to ensure work site security, (2) disciplinary procedures for violations of site security control protocols, and (3) any other related site security information.

3.2 BACKGROUND VERIFICATION:

- A. At a minimum, each Background Verification shall be undertaken by a licensed and bonded investigative service in accordance with the applicable laws, and include:
- Residence check
 - Verification of American Citizenship or Visa for Foreign National status
 - Professional license verification and check for sanctions
 - Civil Records check for gross negligence incidents
 - Driver's license verification and check for serious infractions
 - Criminal records check
- B. All the Contractor's employees are hereby given notice that the authenticity of their identification documents will be verified by MTA and/or LIRR. Any employees not consenting to such verification will not be permitted access to MTA/LIRR property. Where advisable, any aspect of the verification process may be referred by MTA/LIRR to the MTA Police Department or other appropriate authority including, but not limited to, the Federal Bureau of Investigation.

3.3 CONTRACTOR-ISSUED IDENTIFICATION CARD:

- A. The Contractor-issued Identification Card shall be laminated plastic, minimum size 2.25" X 4.00", and shall conform to LIRR-ID-001 as indicated. At a minimum, the ID Card shall contain the name and full-face passport-style color picture of the person, the Project Number and Contract Number, the name of the Contractor, the name of the firm employing the person, and an expiration date not to exceed the Final Completion date of the Work. A sample ID card must be submitted with the SSCP.

3.4 CONTRACTOR/VISITOR IDENTIFICATION:

- A. American Citizens: current passport, valid driver's license, union card, employer's identification card, or other Railroad-approved officially issued, photo identification.
- B. Foreign Nationals: Railroad-approved officially issued photo identification, which establishes the identity of the bearer, and appropriate foreign national registration document(s) including 1-94 cards and 1-797 notices or permanent resident cards.

3.5 DAILY SITE SECURITY REPORT:

- A. The Daily Site Security Report shall include:
1. Attendance Log(s) shall include the printed name of each individual on the work site, sign-in signature and time, and sign-out signature and

- time.
2. Vehicle Log(s) shall list each vehicle used by the Contractor with Driver's/Operator's name and the start and finish time of work site activities.
 3. An entry for each security deficiency that includes;
 - Location(s) and nature of deficiency or deficiencies,
 - Time(s) noted,
 - Name(s) of person(s) and firm(s) that were notified of the deficiency or deficiencies including time(s) notified; and
 - Time(s) and nature of corrective action(s) taken.
 4. An entry for each deficiency that was not corrected on the prior shift's Daily Site Security Report until the deficiency is corrected;
 5. Printed name and signature of person completing the report.

PART 4 – SITE SECURITY EXECUTION

4.1 GENERAL:

- A. Transmit submittals and deliverables required by this Section.
- B. Provide Work Site Security in accordance with this Section and as further defined in the Railroad-approved SSCP.

4.2 WORK SITE SECURITY:

- A. Contractor-issued Identification Cards: Personnel shall be required to wear the Contractor Identification Card at all times while on Railroad property. The ID card shall be displayed outward on the outermost garment/safety vest.
- B. Railroad-issued Identification Cards: Personnel assigned to work in sensitive/critical Railroad facilities or areas, as determined by the Railroad, shall be required to wear the Railroad-issued Identification Card at all times while in that facility or area in addition to the Contractor-issued ID Card. The ID card shall be displayed outward on the outermost garment/safety vest.
- C. Attendance Logs: Personnel shall be required to sign in at the start of each shift, and their identity shall be verified. The Contractor shall attest, in writing, on each Attendance Log that the individuals whose signatures appear on the log have been verified. MTA/LIRR reserves the right to inspect, copy or request a copy of the attendance log at any time, without prior notice.
- D. Vehicle Logs: The Contractor must provide a vehicle log identifying those vehicles that will be used in performing any portion of the Work within 10 days after issuance of Notice of Award and prior to commencement of any Work. Vehicles must be conspicuously marked with the Contractor's name or logo. Vehicle logs shall be kept current throughout the shift and shall identify those vehicles used in performing the Work.
- E. Parking: Construction vehicles and equipment shall be parked in designated areas, located away from critical areas, as permitted by the Railroad.
- F. Deliveries and Pickups: Ensure that deliveries and pickups are made to a controlled area, as permitted by the Railroad.
- G. Storage Containers: shall be clearly labeled, stating contents and stored away from critical areas or structures, subject to Railroad approval. Emergency contact numbers must be visibly posted. Containers are subject to inspection by

authorized Railroad personnel upon demand.

- H. Schedules: A schedule including all pre-dawn/post-sunset work, locations, hours of pick-up/delivery and site supervisor must be forwarded to the MTA/LIRR Regional Security Command Center with a copy to the Project Manager.

4.3 SITE SECURITY CONTROL PLAN:

- A. Each subcontractor shall comply with the SSCP as approved by the Railroad, and shall provide written notification of its intent to adopt and comply with the SSCP. If a subcontractor elects to submit its own plan, it shall meet the requirements of this Section, be approved by the Contractor, and be incorporated into the SSCP after the subcontractor's plan has been approved by the Railroad

4.4 EMPLOYEE CONDUCT:

- A. The Railroad reserves the right to deny work site access for any individual violating site safety or work site security requirements.
- B. All employees of the Contractor, subcontractor or sub-subcontractor are required to agree to random search of their persons, vehicles, equipment, materials, containers, by MTA Police or other law enforcement official within jurisdiction, while on or about MTA/LIRR Property.

4.5 CONTRACTOR VEHICLES:

- A. Except for deliveries, pickups, and other essential functions related to the Work, vehicles shall be prohibited from entering the work site.
- B. Personal vehicles shall be prohibited from entering the work site.
- C. Vehicles shall not block access for emergency equipment.
- D. Company identification shall be clearly displayed on each vehicle.
- E. Pedestrians shall have the right of way at all times. The speed limit on Railroad property is 5 MPH unless otherwise posted.

4.6 SITE SECURITY

- A. The Contractor shall provide and maintain substantial, durable, and effective security devices including, but not limited to, barricades, fences, lights, warning signs, and other devices as required to ensure security during the performance of the Work.
- B. Security devices shall be designed to withstand the reasonably anticipated forces in or around the work area including but not limited to wind, vibration, runoff, and other natural or man-made conditions.
- C. Security devices shall be maintained in a clean and smooth condition so as not to cause cuts, nicks, splinters, or snag clothing.
- D. The Contractor shall remove each security device when it is no longer required.
- E. Each security device shall be constructed of properly identified fire rated materials.
- F. Barricades and fences shall be provided and maintained in a continuous, unbroken line along work areas where site security is required. Barricades and fences shall be a minimum of 8 feet in height, rigid, and capable of preventing unauthorized entry into the work area. Caution tape or unsupported fencing shall not be considered a barricade

PART 5 – SECURITY PLAN – ADDITIONAL REQUIREMENTS

5.1 GENERAL:

- A. The Contractor shall use the following “Statement of Acknowledgement and Compliance with Work Site Security Requirements” unless otherwise permitted by the Railroad.
- B. In addition to complying with the Work Site Security Requirements set forth herein and in the Contract Documents, the Contractor and its subcontractors at all tiers will comply with the following requirements:
 - 1. Field offices shall be locked at the end of each day.
 - 2. Security window guards shall be installed on all windows.
 - 3. Work site gates/fences shall be locked at the end of each day.
 - 4. Keys to locks shall be limited in distribution to the Contractor’s management staff and the Railroad’s project staff as directed by the Railroad.
 - 5. Disciplinary procedures for violations of site security control protocols.
 - 6. All other related work site security information specific to the project.

**PART 6 – STATEMENT OF ACKNOWLEDGEMENT AND COMPLIANCE WITH
SECURITY SENSITIVE INFORMATION MANAGEMENT AND WORK SITE SECURITY
REQUIREMENTS**

By signing below, _____ **<Insert
Vendor's Name>** acknowledges the Contractor, all required staff,
including subcontractors, have received, read, understand and
agree to abide by the following requirements set forth in the MTA
Security Sensitive Information Handbook and Work Site Security
Requirements. Any additional requirements identified by the
Railroad and the Contractor shall be included below.

PART 1 - SECURITY SENSITIVE INFORMATION GENERAL

SECURITY SENSITIVE INFORMATION MANAGEMENT REQUIREMENTS

REFERENCED SECTIONS

CITED STANDARDS

PROGRAM REQUIREMENTS

QUALITY CONTROL

SECURITY SENSITIVE INFORMATION MANAGEMENT PLAN SUBMITTALS

Add any additional procedures. If not applicable, please indicate "Meets Current Requirements".

--

PART 2 - SITE SECURITY GENERAL

REQUIREMENTS FOR WORK SITE SECURITY

REFERENCED SECTIONS

CITED STANDARDS

NOTED RESTRICTIONS

QUALITY CONTROL

SUBMITTALS

DELIVERABLES

Add any additional procedures. If not applicable, please indicate "Meets current requirements".

--

PART 3 – SITE SECURITY PRODUCTS

SITE SECURITY CONTROL PLAN (SSCP)
BACKGROUND VERIFICATION
CONTRACTOR-ISSUED IDENTIFICATION CARD
VISITOR IDENTIFICATION
DAILY SITE SECURITY REPORT

Add any additional procedures. If not applicable, please indicate “Meets Current Requirements”.

PART 4 – SITE SECURITY EXECUTION

GENERAL
WORK SITE SECURITY
SITE SECURITY CONTROL PLAN (SSCP)
EMPLOYEE CONDUCT
CONTRACTOR VEHICLES
WORK SITE SECURITY

Add any additional procedures. If not applicable, please indicate “Meets Current Requirements”.

REQUIRED ATTACHMENTS: [ENCLOSURE TEMPLATES 1, 2 & 3 ARE PROVIDED ON THE FOLLOWING PAGES]

- ☐ Sample I.D. Badges
- ☐ Sample Vehicle Log
- ☐ Sample Visitor Log

Company Name: _____

Address: _____

Primary POC: _____

Title: _____

Email: _____

LIRR Contract # _____

Signature: _____

Date: _____

ENCLOSURE 1

WORK SITE SECURITY REQUIREMENTS – SAMPLE BADGES

<p>Company LOGO (Optional)</p> <p>Company Name Address City, State Zip Phone Number</p> <p>Full-Face Photo Here</p>	<p>Contractor for MTA - LIRR</p> <p><<Contract Name and Description>></p> <p>LIRR Contract # <<Number>></p> <p><<Employee Name>> Employee ID # <<Number>></p> <p><<Sub-Contractor Name>></p> <p>Issued On <<Date>> By: <<Company Name>></p> <p>Expires: <<Date>> Rail Safety Trained on: <<Date>></p>
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Sample Temporary Contractor ID – May be used in the event no company ID badge exists.

<p>Company Name Address City, State Zip Phone Number</p>	<p>Contractor For MTA - LIRR</p> <p>Temporary Badge</p> <p>No. <<Number>></p> <p><<Project Name and Description>></p> <p><<Employee Name>> <<Sub-Contractor Name>></p> <p>LIRR Contract # <<Number>></p> <p>Date/Time Issued _____ Date/Time Expired</p>
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ENCLOSURE 2

Project Vehicle Log

[illegible]

ENCLOSURE 3

Project Visitor Log

[illegible]

APPENDIX F

MTA SECURITY SENSITIVE INFORMATION HANDBOOK

BIDDER/PROPOSER EXTRACT

(VERSION 5.0 2/08/2018)

TABLE OF CONTENTS

Section

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2	PROCEDURES FOR HANDLING MTA SECURITY SENSITIVE INFORMATION
3	ACCESS TO MTA SECURITY SENSITIVE INFORMATION
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5	MARKING OF DOCUMENTS
6	AUTHORIZED PERSONNEL LISTINGS
7	DOCUMENT CONTROL SYSTEM
8	INFORMATION TECHNOLOGY SYSTEMS
9	PROCUREMENT PROCEDURES
10	MTA AUDIT PROGRAM

Section 1 SUMMARY

The procedures identified in this manual are intended for use by Contractors and Vendors in the Bid process for LIRR Capital and Technical Projects. This condensed guide has been extracted from the MTA Security Sensitive Information Handbook. Its purpose is to prescribe requirements, restrictions and other safeguards necessary to prevent unauthorized disclosure of MTA Security Sensitive Information and to control authorized disclosure of such Information. In all instances, the safeguarding of MTA Security Sensitive Information is subject to law and may be superseded by, the Freedom of Information Law, Article 6 New York State Public Officers Law Sections 84 to 90 (See Section 3.7), requiring the disclosure of certain information. However; MTA may decide not to disclose under section 87 (2) (f) of the FOIL law (See Section 3.7) and under the provisions of 49 CFR subpart 1520 (See Section 3.8) which states that MTA may deny access to material containing MTA Security Sensitive Information that if disclosed could endanger the life or safety of any person and will adversely affect the security of the MTA. The procedures outlined herein, employ safeguarding requirements of control and accountability, storage, disclosure, reproduction, transmission, document shipment, disposition, and labeling. All bidders are also required to complete the form attachments included herein to certify their understanding of the security requirements identified within and required the safeguards to protect MTA Security Sensitive Information.

The Handbook consists of the following components:

- **Procedures for Handling MTA Security Sensitive Information:** Identifies the requirements for safeguarding against unauthorized disclosure of MTA Security Sensitive Information. It includes procedures for handling, caring, reproducing, storing, shipping, marking and labeling of MTA Security Sensitive Information.
- **Roles and Responsibilities:** defines and lists the responsibilities and roles of the individuals and employees of MTA and vendors who are authorized to work on projects containing MTA Security Sensitive Information and who play an important role in the implementation of the procedures of the MTA Security Sensitive Information Handbook. (Refer to Main MTA Handbook)
- **MTA Evaluation Guide:** Is a guide that is used to identify the types of information that require protection. This guide applies to all design, development, construction and/or maintenance contract documents. (Refer to Main MTA Handbook)
- **Information Technology:** Information systems require protection and all electronic media shall be destroyed by third party software to insure complete erasure. The focus is on stored and distributed design and construction documents. Protection requires a balanced approach that includes administrative, operational, and physical and personnel controls.
- **Company Non-Disclosure and Confidentiality Agreements:** Establishes the contractual agreement between MTA and the vendors (Consultants, sub-consultants, contractors, sub-contractors, suppliers and others) for acknowledgement by the vendor of its understanding that it shall be required to strictly treat as confidential and privileged all MTA Security Sensitive Information whether provided by the MTA or developed by the vendor as their work product.
- **MTA Non-Disclosure and Confidentiality Agreement for Individuals:** Establishes an agreement between the MTA and the individuals (both internally within the MTA organizations as well as outside entities such as vendors) gaining access to MTA Security

Sensitive Information. It requires the individual not to disclose Sensitive and Privileged MTA Security Sensitive Information to an unauthorized person. Additionally, this agreement informs the individual that the trust has been placed in them by providing them access to MTA Security Sensitive Information and their responsibility to protect that information from unauthorized disclosure.

- **Employee Employment and Resume Verification:** Each employee involved with MTA Security Sensitive Information has his/her employment and resume verified by the MTA Security Officer or Agency Document Control Officer. A form is filled out by the employee to identify his/her education and employment history. The form includes the employee's educational background, company names and addresses employee has worked for, and professional references not related to the employee whom he/she has known for at least one year.
- **Procurement Procedures (including Vendor's Non-Disclosure and Confidentiality Agreement):** This section contains requirements and responsibilities of the MTA when disclosing MTA Security Sensitive Information to vendors (prime consultant/Vendor as well as sub-consultants/sub-contractors, suppliers and others) during the solicitation process. A vendor's Non-Disclosure and Confidentiality Agreement is incorporated in the solicitation process.

Section 2 PROCEDURES FOR HANDLING MTA SECURITY SENSITIVE INFORMATION

The purpose of this document is to safeguard MTA Security Sensitive Information as related to the Security Program of the Metropolitan Transportation Authority. It describes the requirements, evaluation criteria, restrictions, and other safeguards necessary to prevent unauthorized disclosure of MTA Security Sensitive Information and to implement control mechanisms for the authorized access and disclosure of information released by the Metropolitan Transportation Authority to its employees, vendors and their employees.

The handbook will enhance the successful management and protection of MTA Security Sensitive Information while meeting the needs of MTA employees including their affiliate agency employees, vendors and their employees.

2 Section 3 ACCESS TO MTA SECURITY SENSITIVE INFORMATION

All MTA and their affiliate agency employees, vendors (consultants, sub-consultants, contractors, sub-contractors, suppliers, and others) and their employees performing work, shall safeguard all MTA Security Sensitive Information in accordance with the MTA Security Sensitive Information handbook. Contractors and consultants shall provide training to all employees authorized to access MTA Security Sensitive Information and, upon the request of the MTA, provide employee employment and resume verification as to an individual's suitability to have access. Vendor employees found by MTA to be unsuitable or whose employment is deemed contrary to the public interest may be prevented from performing work under a contract containing MTA Security Sensitive Information.

Only authorized personnel, organizations and vendors will be given access to MTA Security Sensitive Information. Disclosure of MTA Security Sensitive Information should only be authorized as necessary, to meet fulfillment or performance of official duties, tasks, or service, and on a need-to-know basis. All vendors must complete the MTA Security Program Non-Disclosure and Confidentiality Agreement and original copies of the completed MTA security program Non-Disclosure and Confidentiality Agreement shall be provided to the MTA Project Manager and Agency Document Control Officer. Employment and

resume verification may be sponsored by MTA to verify the employment history, educational background and personal information of employees involved with MTA Security Sensitive Information.

Each vendor shall appoint an employee (US citizen or Permanent resident of US who is a legal alien resident of the United States) to be the Vendor Document Control Officer. The Vendor Document Control Officer shall sign a Non-Disclosure Confidentiality Agreement and shall have an MTA employment and resume verification form (see Section 7.0 of the MTA Security Sensitive Information Handbook) filled out to verify his/her resume, educational background and history employment record including all references known to him/her for the past two years. The Vendor Document Control Officer is responsible for implementing and overseeing programs and procedures in compliance with the MTA Security Sensitive Information Handbook.

In order to retain control of the employees of MTA as well as employees of vendors involved with MTA Security Sensitive Information, an Authorized Personnel Project List shall be developed by both the Agency and Vendor Document Control Officers. This list shall provide information about the employees in terms of their names, addresses, and name of security officer they report to.

The vendor shall ensure that employees provided access to sensitive and privileged MTA Security Sensitive Information are either a citizen of the United States of America or an alien who has been lawfully admitted for permanent residence or employment (indicated by immigration status) as evidenced by US Citizenship and Immigration Services documentation. The vendor shall also ensure that these employees have executed the MTA Non-Disclosure and Confidentiality Agreement.

The vendor must include the above requirements in any subcontract/agreement awarded that will require access to MTA Security Sensitive Information. If an employee (MTA or Vendors) refuses to execute the agreement, access to sensitive and privileged MTA Security Sensitive Information must be denied.

The dissemination of MTA Security Sensitive Information shall only be made upon the determination that the recipient is authorized to receive it. The measure for determining authorization is a need-to-know and the execution of MTA Non-Disclosure and Confidentiality Agreement.

All vendors shall monitor their security programs on a continuing basis and shall also provide control and accountability of documents containing MTA Security Sensitive Information by tracking the location and number of copies. A document control system in terms of logging documents shall be developed to track, identify and protect all documents related to contracts involved with MTA Security Sensitive Information.

Security requirements shall be made a material condition of MTA contracts that will require access to MTA Security Sensitive Information. Contracts shall be subject to termination for default, when it has been determined that a failure to comply with security requirements resulted from willful misconduct or a lack of good faith.

Section 4 SAFEGUARDING MTA SECURITY SENSITIVE INFORMATION

All individuals authorized to access MTA Security Sensitive Information are responsible for safeguarding information in their custody or under their control. Vendors shall ensure that all authorized employees are aware of the prohibition against discussing MTA Security Sensitive Information in public conveyances or places, or in any other manner that permits interception by unauthorized persons. Individuals that work with MTA Security Sensitive Information shall be personally responsible for taking utmost care and precautions to ensure that it remains protected from the unauthorized persons.

Use and Storage

All MTA Security Sensitive Information shall be stored in environments with password protection or in a

secure container such as locked file cabinet, locked desk, or a safe-type file container. It is recommended that MTA Security Sensitive Information for each agency of the MTA be gathered and stored in a minimum number of office locations. The cabinets should be strong enough to resist vandalism. Containers shall bear no external markings indicating storage of MTA security sensitive material therein. A list should be maintained as to which individuals have access to which container. The Vendor Document Control Officer(s) are responsible to ensure that he/she maintains an updated and timely list of personnel who have access to documents containing MTA Security Sensitive Information. It is strongly suggested that more than one employee has access to each storage container. Authorized individuals must protect passwords, keys, and/or combinations used to secure the MTA Security Sensitive Information. Documents containing MTA Security Sensitive Information may not be removed from the work premises by the vendors unless authorized by MTA. At the end of each project, all documents containing MTA Security Sensitive Information shall be stored at locations where card readers shall be installed to track who has been in and out of the location, particularly if it is accessible after business hours and on weekends.

Reproduction

Contractors and employees shall establish a reproduction control system to ensure that reproduction of MTA Security Sensitive Information is held to a minimum and is consistent with contractual and operational requirements. MTA Security Sensitive Information reproduction shall be accomplished by authorized employees. All unauthorized reproduction of MTA Security Sensitive Information should be prevented. All copies of MTA Security Sensitive Information shall be marked in the same way as the original material. After the reproduction process is complete, the material shall be reviewed to ensure the markings are legible.

Disposal

All MTA Security Sensitive Information must be destroyed by cross cut shredding or any other method that prevents unauthorized retrieval. After material containing MTA Security Sensitive Information reaches its disposal date, MTA Security representatives will notify all authorized individuals, handling MTA Security Sensitive Information, that such material is now eligible for disposal. The destruction of all documents will be logged through the document control system as described in Section 3.6. Procedures for the disposal of electronic media are covered in Section 5 (Information Technology Systems) of the MTA Security Sensitive Information Handbook.

Transmission

MTA Security Sensitive Information shall be transmitted in a manner that prevents loss or unauthorized access. The transmission can be sent via any service with a receipt attached to or enclosed in the package. The receipt will identify the sender, the addressee and the document, but shall contain no sensitive information. The documents shall be packaged in a way that does not disclose its contents or the fact that it contains MTA Security Sensitive Information. All packages addressed to authorized individuals shall be treated with proper security although there is no indication that the package includes any MTA Security Sensitive Information. The package must be addressed only to authorized individuals previously identified on the approved list of individuals. All packages have to be opened by the authorized recipients. If the authorized recipients are not present upon delivery all materials will be returned to the sender and will not be left unattended.

Safeguarding Oral Discussions

The policies of the MTA Security Sensitive Information Handbook shall be observed and enforced so as to prohibit vendors from discussing MTA Security Sensitive information in public conveyances or places, or in any other manner that permits interception by unauthorized persons.

The use of wireless communications and radios falls under the same criteria as Safeguarding Oral

Communications. Discussing MTA Security Sensitive Information in any manner that permits interception by unauthorized persons is not permitted. Cell phones and wireless phones should not be used for transmitting MTA Security Sensitive Information. Phone connections that are hard wired, or considered a land line or wire line are secure enough for discussions regarding MTA Security Sensitive Information. In addition, persons discussing MTA Security Sensitive Information through teleconferencing or use of speaker phones are responsible to limit eavesdropping exposure. Speaker phones should be used only in locations at which all doors are closed. This will limit the risk of eavesdropping by unauthorized individuals in earshot proximity to the conversation.

"Need-to-Know Basis"

Who should be allowed access to MTA Security Sensitive Information? The answer is determined through the application of several criteria: Is the information necessary? Have the requestor(s) read and understand the procedures for safeguarding MTA Security Sensitive Information? Have they signed the Confidentiality and Non-Disclosure Agreement? Failure of any of the above is grounds for denying access to MTA Security Sensitive Information

Section 5 MARKING OF DOCUMENTS

It is essential that all MTA Security Sensitive Information be marked to clearly convey to the holder the level of protection assigned to the information. Physically marking MTA Security Sensitive Information with protective markings serves to warn and inform holders that the document contains MTA Security Sensitive Information and needs to be protected. Each page of the document that contains MTA Security Sensitive Information shall be marked with the protective marking **"CONFIDENTIAL AND PRIVILEGED• MTA SECURITY SENSITIVE INFORMATION NON-FOILABLE"** or with the protective marking **"LIMITED DISTRIBUTION - MTA SECURITY SENSITIVE INFORMATION NON-FOILABLE"** where appropriate. The markings shall appear in **ALL CAPS, BOLD** on the top and bottom of each page. Only those pages that contain MTA Security Sensitive Information shall be marked. For drawings, the required protective markings shall appear in the title block. Sets of documents large enough to be folded or rolled shall be marked so that the marking is visible on the outside of the set when it is folded or rolled.

The overall marking "This document is the property of the MTA. Further reproduction and/or distribution outside the authorized personnel team are prohibited without the express written approval of The Metropolitan Transportation Authority" shall be conspicuously marked or stamped on the outside of the front cover, and on the title page. If the document does not have a back cover, the outside of the back or last page, which may serve as a cover, may also be marked at the top and bottom with overall classification of the document.

SECTION 6 AUTHORIZED PERSONNEL LISTINGS

In order to retain necessary control, a listing of authorized individuals must be maintained by MTA, its affiliate agencies, and its vendors, for their employees who are provided access to MTA Security Sensitive Information. Such listings shall be maintained by MTA Security Sensitive Information and/or on a project basis. MTA Security Officer(s) and Agency Document Control Officer(s) are responsible for developing, updating and retaining such lists for MTA employees having access to MTA Security Sensitive Information. Each vendor shall also designate a Document Control Officer (subject to MTA approval) who will be responsible for developing, updating, and retaining a listing of their employees having access to MTA Security Sensitive Information. Vendor Document Control Officers shall be responsible for transmitting such updated listing to MTA Agency Document Security Officer(s) at an agreed upon intervals or when requested by MTA. The Vendor Documents Control Officer may also be requested to share such listings with other vendors' Security Officers when interaction between these

vendors are expected during the performance of their contract work. Vendor Security Officers are responsible for the accuracy of the listing and must notify the MTA immediately of any and all changes to authorized individuals on the listings.

The listings' will be used to authenticate all individuals that are authorized to have access to MTA Security Sensitive Information. If a name does not appear on the listing, the individual must be denied access to MTA Security Sensitive Information.

The listing must be updated as frequently as deemed necessary. The individuals identified as no longer having a need to have access to MTA Security Sensitive Information shall be removed from the listing.

A central filing system shall be developed for all personnel who have or had access to MTA Security Sensitive Information for investigative use later if necessary.

The listing shall include the following minimum information (See sample MTA Security Sensitive Information Handbook):

- Vendor's Name and Address and contract information
- Name and contact information for the vendor's Security Officer
- Names, title, function, and contact information for the authorized individuals needing access to MTA Security Sensitive Information
- Dates the individuals signed the Non-Disclosure/Confidentiality Agreement and the employee employment and resume verification forms
- Date the privilege has been revoked, if any
- Initial listing creation date and last update date
- Revision history as an attachment

Section 7 DOCUMENT CONTROL SYSTEM

The implementation of a document control system will provide control and accountability of MTA Security Sensitive Information by tracking the location, number of copies, and authorized participants who are responsible for creating and handling the documents containing MTA Security Sensitive Information. The document control system shall be such that it facilitates easy retrieval of the MTA security Sensitive Information from the individuals when the information is no longer required by those individuals. The document control system includes a log book that creates a paper trail of the material that is marked as MTA Security Sensitive Information. The log book also creates a trail of all authorized individuals who have created and handled such documents. Security and Document Control Officers along with the project managers of the MTA, its affiliate agencies, and vendors should be responsible for developing separate document control systems in cooperation with the authorized individuals of the MTA, its affiliate agencies, and vendors working on projects containing MTA Security Sensitive Information. All documents for MTA, its affiliate agencies and vendors are subject to an audit review by the MTA Security Officer at any time.

The log book shall include at a minimum:

- The date that a document was created or received
- The identity of the creator or sender
- A very brief description of the document
- Transmission history (sent to who, when and how many copies)
- Notification that the document has been destroyed or returned to MTA
- An identification document control number assigned to MTA Sensitive Information for tracking, the number is structured as follows:

CCC-PPPP-XXXX-mm-dd-yy (Company Name) (Contract#)

This code is the unique number of the document maintained by the document control system. The letter C is utilized for the number of copies. The letter P is the total number of pages in the document, the letter X is a sequential number assigned to information newly determined to MTA Sensitive Information. The following numbers are the date the document control number was logged into the system.

This log book shall be submitted to the Agency Document Control Officer periodically for review or upon request.

Section 8 INFORMATION TECHNOLOGY SYSTEMS

Information Technology (IT) Systems that are utilized to electronically create, capture, process, store and/or transmit MTA Security Sensitive Information must be managed to protect against unauthorized access, interception, or disclosure of such information. The focus is on stored and distributed design and construction documents. Protection from unauthorized fabrication or modification of electronic media without knowledge is also a concern and, should be dramatically mitigated by following the procedures described in this section. Protection requires a balanced approach that includes operational, physical and personnel controls. The approach will initially focus on protecting Information Technology Systems containing MTA Security Sensitive Information pertaining to the present work at MTA. MTA may gradually undertake steps necessary to identify and protect MTA Security Sensitive Information that currently exists on the IT systems that are not pertaining to present work at MTA.

The major objectives of managing IT systems to protect MTA Security Sensitive Information include:

Restrict access to MTA security sensitive information exclusively to authorized users

Complete removal of all MTA security sensitive information from the IT systems when it is no longer needed to be on it

The procedures for protecting Information Technology Systems shall include the following:

Physical

Physical security safeguards shall be established by the use of user ID's and passwords to prevent unauthorized access to networked computers utilized in the day to day operations related to projects containing MTA Security Sensitive Information.

Physical security safeguards shall be established by the use of User ID's and passwords to prevent any unauthorized modification of the Automated Information Systems hardware and software related to MTA Security Sensitive Information. During overnight and non-working hours, when an Automated Information System is processing information unattended, or when MTA Security Sensitive Information remains on an unattended Automated Information system, the Automated Information Systems shall be located in a locked office space to prevent unauthorized entry into the space.

Operational

The following operational issues must be addressed:

- Security awareness training must be provided prior as needed.
- Users shall be required to authenticate their identities at "logon" time by supplying their password in conjunction with their user ID.
- MTA Security Sensitive Information files must be stored on a file system with a fire wall security (e.g. NTFS drives for Windows)
- All passwords and User ID of authorized employees shall be secured by the vendor.
- Successive logon attempts shall be controlled by denying access after multiple unsuccessful attempts on the same user ID.

- The individuals who are employees of MTA or vendors and who have authorized access to MTA Security Sensitive Information and who will control, restrict and evaluate the Information Technology Systems, shall ensure that all user ID's are revalidated at least within 30 days and all necessary information is updated as necessary.
- All data Files containing MTA Security Sensitive Information shall be access restricted to individuals listed on the authorized personnel listing.
- Unauthorized modification of the Automated Information System hardware and software containing MTA Security Sensitive Information shall be protected through user ID's and passwords. All accessories and storage media of systems hardware and software such as floppy disks and CO's will be kept in approved locked cabinets or locked areas/rooms which can be accessed through card readers or keys that are distributed to all authorized employees listed on the authorized personnel listings.
- All computer terminals containing MTA security sensitive Information shall be used by authorized individuals only and shall be networked among all other terminals used by authorized individuals who are listed on the authorized personnel listings. All such terminals shall be accessed through individual used ID's and passwords.
- All authorized employees of MTA, its affiliate agencies, and vendors shall have their own access rights expeditiously removed the minute they no longer work for their firms.
- Remote access to all servers and computers used by vendors working on projects containing MTA Security Sensitive Information shall be through a VPN or through a secured firewall specific to the vendors' authorized individuals listed on the authorized personnel listings.
- All electronic media that has stored information deemed MTA Security Sensitive Information at the time of disposition must be erased or destroyed.
- Access to protective-design software is restricted. Project-specific data is internally segregated and access is restricted to authorized users. Backup procedures and storage preserve security while also providing redundancy.
- Project-specific data transfer between MTA and the Vendor offices shall be encrypted using the necessary software.

Personnel

Only individuals including MTA, its affiliate agencies and vendors listed on the authorized personnel listing are authorized to access, create, transmit or modify files containing MTA Security Sensitive Information.

The vendors shall be required to develop and submit to MTA their Information Technology (IT) System Management Plan for approval. At a minimum, the Management Plan must include measures developed and implemented by the vendor to address the objectives outlined in this section including physical, operational and personal procedures. The Management Plan shall also describe the IT Systems proposed to be used (both hardware and software)."

Section 9 PROCUREMENT PROCEDURES

Before releasing bid documents deemed to contain MTA Security Sensitive Information, the MTA shall require all bidders to fill out a company Non-Disclosure and Confidentiality Agreement Form and an Information and Responsibility Request form revised to include security questions. All bids and proposal information containing MTA Security Sensitive Information must be protected by the contractors from unauthorized disclosure. No person or other entity, who has been authorized to handle MTA Security Sensitive Information, may disclose vendor bid or proposal information to any person other than an authorized MTA person. If the MTA deems a vendor unauthorized, that vendor should be denied bid documents containing MTA Security Sensitive Information.

The procurement procedures shall address all type of procurements:

- RFP for professional services
- RFP for construction and operation/maintenance contracts

Biddings, request for quotes, for construction and operation/maintenance contracts, as well as supply contracts.

No person or other entity may disclose Vendor bid or proposal information or MTA Security Sensitive Information other than a person who will sign an individual Non-Disclosure and Confidentiality Agreement and hence become authorized to handle MTA Security Sensitive Information. Bid or proposal information and MTA Security Sensitive Information must be protected from unauthorized disclosure. Individuals unsure if particular information is MTA Security Sensitive Information, should consult with the Security Officers of MTA and its affiliate agencies as necessary and mark the cover page and each page that the individual believes contains MTA Security Sensitive Information.

The following procedures are developed to provide guidance and are recommended to be incorporated into MTA procurement contracts containing MTA Security Sensitive Information for the MTA, upon approval from the respective legal departments. These procedures represent recommended language and concepts to ensure security in the procurement process at MTA. All awarded contract wording should include these procedures under the review and approval of the agency's legal department.

1. The vendor shall provide appropriate and reasonable physical and logical security for all data, files and programs containing MTA Security Sensitive Information of the MTA. The vendor shall ensure that similar, and equally adequate, procedures are employed by any party that will store, handle, use or examine any of the MTA Security Sensitive Information data.
2. The vendor shall take steps reasonably necessary to provide logical security for the computer-stored an off-line records, data, files and programs of the MTA. Such logical security shall be in accordance with the highest standards in use in accordance with mutually agreed upon specifications with MTA.
3. No MTA Security Sensitive Information may be sent, shipped, mailed, e-mailed in any fashion whether manually or electronically or digitally to any site outside the borders of the United States. Within the borders of the United States, all senders and receivers of material containing MTA Security Sensitive Information will have signed a Non-Disclosure Confidentiality Agreement to authorize access to MTA Security Sensitive Information.
4. The vendor acknowledges that all MTA Security Sensitive Information is the exclusive property of MTA and is not to be shared with any third party other than what is required in order to perform the obligations under the awarded contracts.
5. The vendor shall take and continue to take during the term of this Contract, the appropriate employee confidentiality measures, by way of non-disclosure agreements, for the employees of the vendors who have access to MTA Security Sensitive Information.
6. The vendor shall not disclose the MTA Security Sensitive Information to a third party government, person or firm of representative thereof without prior consent of the MTA Security Officer and MTA Project Manager.
7. The vendor shall not use MTA Security Sensitive Information for any other purpose other than for which it was provided or generated, without the prior written consent of the MTA Security Officer and MTA Project Manager.
8. All MTA Security Sensitive Information and material containing MTA Security Sensitive Information provided or generated under awarded contracts will continue to be protected in the event of withdrawal by the recipient party or upon termination of the contract.
9. The vendor shall fully relinquish to MTA at the end of the project all original documents

containing MTA Security Sensitive Information pertaining to the Work. The vendor warrants that its employees shall retain and return any original document containing MTA Security Sensitive Information and shall destroy all copies of such materials after the completion of the project. MTA Security Sensitive Information includes notes, photographs, renderings whether manual or electronic and digitally, sketches, scans or diagrams that may have been created by the vendor and its employees.

10. The vendor agrees to include similar procedures in each subcontract under any awarded contract.
11. The vendors shall inform the Security Officer of the MTA of the location where all MTA Security Sensitive Information will be kept during the duration of the work, and will have signed a Non-Disclosure Confidentiality Agreement stating the vendor's commitment towards and awareness of handling MTA Security Sensitive Information according to the MTA Security Sensitive Information handbook stated herein.
12. There shall be no dissemination or publication, except within and between the vendor and any subcontractors, of MTA Security Sensitive Information developed herein or contained in the reports to be furnished pursuant to these procedures without the prior written approval of the MTA Security Officer.
13. The vendor is prohibited from posting, modifying, copying, reproducing, republishing, uploading, transmitting or distributing in any way images, photographs, or renderings of the MTA property on any electronic media that can be accessed by an authorized individual listed on the authorized personnel listings without signing a Non-Disclosure Confidentiality Agreement and without the prior written consent and approval of the MTA.
14. All contractors shall provide MTA with their existing protocols for procedures to ensure security in the procurement process and in handling MTA Security Sensitive Information. Such protocols shall be reviewed and certified by MTA Security Officer for compliance with procedures included in the MTA Security Sensitive Information Handbook.

Section 10 MTA SECURITY SENSITIVE INFORMATION AUDIT PROGRAM

The MTA Audit Program evaluates compliance with the requirements set forth in the MTA Security Sensitive Handbook by the consultants and vendors working on MTA projects. Audits are conducted on an ongoing basis. Consultants and vendors working on MTA projects shall conduct documented, formal self-inspections at intervals consistent with risk management principles.

The audit program includes:

- Compliance verification with MTA Security Sensitive Handbook requirements.
- Assess vendor's facility physical security relative to spaces where MTA Security Sensitive Information is stored and worked on.
- Evaluate procedures at the vendor's facility for handling and identification of MTA Security Sensitive Information.
- Conduct staff interviews as necessary.

ENCLOSURE TEMPLATES S-1, S-2, S-3, S-4 & S-5 ARE PROVIDED ON THE FOLLOWING PAGES

ENCLOSURE S-1

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT -VENDOR Solicitation

I Contract No.

THE METROPOLITAN TRANSPORTATION AUTHORITY

1. This Confidentiality Agreement shall govern the disclosure and use by _____("Vendor"), of all MTA Security Sensitive Information Materials provided by the Metropolitan Transportation Authority ("The MTA"), as well as any work product developed by the Vendor including conclusions of security assessments, evaluations and/or recommendations.
2. For purposes of this Agreement, "The MTA" may designate, as Security Sensitive those documents and materials that are marked "MTA Security Sensitive Information", to be confidential or sensitive in nature and not releasable to the public. Such documents may include but not limited to, plans, drawings, specifications, photographs, videotapes, or other such documents of any nature or description, that pertain to "The MTA" owned and/or operated facilities.
3. These Protected Materials are to be disclosed by the Vendor only to those persons or entities as explicitly authorized to view these Protected Materials on behalf of the Vendor as set forth in Enclosure S-1A (Solicitation) or Enclosure S-1B (Contract Performance) respectively, which are attached and made a part of this agreement. A complete Enclosure S-1A of this agreement shall be submitted with your Bid Proposal in the second phase of the solicitation and Enclosure S-1B shall be submitted after the contract is awarded for a finalized list of vendors performing the work.
4. Vendor agrees to the following:
 - a) That all "The MTA" documents marked "MTA Security Sensitive Information" and made available to the Vendor and its employees, shall be kept safe, secure, and confidential at all times.
 - b) Vendor represents that all such "The MTA" documents pertaining to the solicitation, shall be relinquished to "The MTA" within five (5) business days after the Bid Administration Unit has taken action at the end of the solicitation. The three (3) apparent lowest vendors may be directed in writing by the Contract Manager to not relinquish these documents until further notice. After the contract is awarded, the vendor warrants that all MTA Security Sensitive

Information pertaining to the contract shall be relinquished to the MTA at the completion of the contract unless it has been requested by MTA to be retained by the vendor. Vendor further warrants that its employees, consultants, sub-consultants, subcontractors and agents shall not retain any of the materials containing MTA Security Sensitive Information or copies of such materials from the Solicitation or after the end of the Project Work. This includes any notes, photographs, renderings whether manual or electronic, sketches, scans, or diagram that may have been made by the Vendor or its consultants, sub-consultants, contractors, subcontractors and agents using "The MTA" documents.

- c) Within seven (7) days after execution of this agreement, Vendor shall state in writing, to "The MTA" Security Officer where the documents used for the solicitation process or used during the Project Work are kept and the methods and safeguards the Vendor will undertake in order to prevent any unauthorized access or duplication of the "The MTA" documents, during the time period that these materials containing MTA Security Sensitive Information are in the possession of the Vendor.
5. In the event that any unauthorized persons or entities to whom the MTA Security Sensitive Information is disclosed is no longer engaged during the bidding process or during the Project Work, access to MTA Security Sensitive Information shall be terminated by the Vendor and the "The MTA" shall be notified of the same in writing. Vendor shall ensure that such a person returns and relinquishes all MTA Security Sensitive Information to the Vendor.
6. "The MTA" shall create an inventory of all Materials containing MTA Security Sensitive Information being provided to the Vendor for control purposes. After completion of the Solicitation, all materials relinquished to the "The MTA" (to Bid Administration Mgr.) by the Vendor shall be checked against the inventory. During the Project Work, all material containing MTA Security Sensitive Information used by the vendor shall periodically be checked by MTA against the inventory list. At the end of the contract, all material relinquished to MTA will be checked against the inventory.
7. Nothing contained in this Agreement shall create any relationship between the "The MTA" and any Third Party. Further, nothing in this Agreement shall create any rights for any third party or any obligation on the part of the "The MTA" to any third party, including but not limited to the Vendors.

8. The MTA reserves the right to periodically audit the vendors' security practices during the solicitation process or during the Project Work to ensure that they are in compliance with the procedures outlined in the MTA Security Sensitive Information Handbook.

The contents of the materials that contain MTA Security Sensitive Information shall not be disclosed to anyone other than in accordance with this Agreement.

THIS AGREEMENT HAS BEEN DULY EXCECUTED THIS _____day of _____

By: _____ On behalf of _____ (Vendor)

Print name and title of Authorized Officer

Vendor Federal ID number (EIN)

On the _____ day of _____ before me personally came and appeared by me known to be said person, who swore under oath as follows:

1. He/she is _____ (print title)
Of _____ (firm I entity).
2. He/she is duly authorized to sign this Confidentiality Agreement on behalf of _____ (Firm I entity), and duly signed this document pursuant to said authorization.

Sworn to before me the _____ day of

NOTARY STAMP AND SIGNATURE _____

Enclosure S-1A

(Solicitation No. _____)

Entities Authorized to view protected materials:

1. Vendor Name Federal ID # _____

Address: _____

Contact: _____ Phone Number: _____

2. Vendor Name Federal ID # _____

Address: _____

Contact: _____ Phone Number: _____

3. Vendor Name Federal ID # _____

Address: _____

Contact: _____ Phone Number: _____

4. Vendor Name Federal ID # _____

Address: _____

Contact: _____ Phone Number: _____

Enclosure S-1B

(Solicitation No. _____)

Entities Authorized to view protected materials:

1. Vendor Name Federal ID # _____

Address: _____

Contact: _____

Phone Number: _____

2. Vendor Name Federal ID # _____

Address: _____

Contact: _____

Phone Number: _____

3. Vendor Name Federal ID # _____

Address: _____

Contact: _____

Phone Number: _____

4. Vendor Name Federal ID # _____

Address: _____

Contact: _____

Phone Number: _____

ENCLOSURE S-2

ACKNOWLEDGEMENT OF RECEIPT

SECURITY SENSITIVE INFORMATION HANDBOOK – BIDDER/PROPOSER EXTRACT

In connection with this Request For Proposal and the MTA Security Program, you will require access to documents that are marked as Security Sensitive Information. Procedures for handling MTA Security Sensitive Information throughout the bid process are provided in the attached MTA Security Sensitive Information Handbook Bidder Extract.

In order to retain control of documents containing Security Sensitive Information, Authorized Personnel Project Lists shall be maintained of persons who have received copies of the Handbook and signed this acknowledgement. These lists are intended to keep track of the employees who have authorization to access MTA Security Sensitive Information. If a person's name does not appear on the Project List, the individual will not be able to access MTA Security Sensitive Information relevant to that project.

I have received a copy of, carefully read, understand and will abide by the information outlined in the Security Sensitive Information Handbook.

Employee's Signature _____ Date:

Employee's Name (Please Print)

Company _____ Project

ENCLOSURE S-3

REQUEST FOR INDIVIDUAL ACCESS TO SECURITY SENSITIVE INFORMATION

Request date: _____

Project Name: _____

Requestor's Name: _____

Company Name: _____

Document Tracking #: _____

- Is providing this SSI information to this individual required to complete project tasks?
 - If no, deny request.
 - If yes, continue review

- Is the individual currently on the MTA Agency List of Authorized Personnel?
 - If no, deny request and schedule SSI training session
 - If yes, continue review

- Is a signed individual NDA on file with the MTA ADCO?
 - If no, deny request and forward blank NDA
 - If yes, review is complete, approve request

- Retain review documentation

NOTE: A response of no to any of the three screening questions requires the reviewer to deny the request for access to SSI.

Approved _____

Denied _____

ADCO / VDCO Reviewer

- Name _____ Company Name _____
- Signature _____ Date _____

ENCLOSURE S-4

RETURN OF INFORMATION AGREEMENT

All Bidders shall fully relinquish to MTA at the end of the bid process all original documents containing MTA Security Sensitive Information shall be returned to MTA or destroyed in accordance with the following provisions. MTA Security Sensitive Information includes notes, photographs, and renderings whether manual or electronic and digitally, sketches, scans or diagrams that may have been created by the vendor and its employees.

MTA SSI Disposal Guidelines

MTA Security Sensitive Information and MTA Limited Distribution Information are to be disposed of with the same level of care and security that was maintained during the life of the material. It is important that the sensitive information be safeguarded against loss, unauthorized access, use or disclosure during the process of destruction. While material should never be destroyed while there is still a need for it, it is important to remember that MTA Security Sensitive Information is to be destroyed when it is no longer needed. Destruction of MTA Security Sensitive Information and MTA Limited Distribution Information shall be accomplished by cross cut shredding of paper/ hardcopies, and physically destroying CD's, deleting and removing files from the electronic recycling bins, and removing material from computer hard drives using permanent erase utility or similar software.

- While certain information does not meet the criteria for protection as “sensitive information” it is, however, mandatory that project information on high-profile projects be handled prudently and with reasonable care regarding distribution, storage and disposal. This information shall be handled in a manner that provides reasonable assurance that unsanctioned persons do not gain access to it. While not held to the same degree of accountability as “MTA Security Sensitive Information, it shall be protected in a manner consistent with the protection provided other items of value such as computers, phones, corporate and human resources information, financial records, etc.

ENCLOSURE S-5

MTA Document Disposal Process

- Prior to the proposed destruction of MTA SSI, the applicable agency security officer and the MTACC security officer (if applicable) must be informed. The agency security officer and/or the MTACC security officer will then determine whether to collect the information or authorize destruction.
- If authorization is received, MTA SSI shall be destroyed using a cross-cut shredder only by the applicable agency security office.
- A Document Destruction Certificate (DDC) shall be issued for each instance in which one or more documents have been shredded.
- A DDC shall contain the name of the person shredding the document, document number, date, location and any other pertinent information.
- The original DDC shall be retained by the security officer and a copy shall be sent to the MTACC security officer.
- The SIMS database shall be updated accordingly as necessary

Signature: _____

Date: _____

APPENDIX G
Roadway Worker Protection Training

FROM: **LIRR TRAINING DEPARTMENT**

SafetyTraining@lirr.org

Phone: (718) 558-3095



LIRR CONTRACTOR SAFETY TRAINING

All Contractors who perform any type of work on Long Island Rail Road property are required to annually attend **LIRR Contractor Safety Training**; the program includes **Roadway Worker Protection Training**. This course is a 3 hour session held weekly on **Wednesdays at 3:30 p.m.** in the Training Center at the Long Island Rail Road Hillside Support Facility, located at 93-59 183rd Street, Hollis Queens.

Registration Procedure:

Any individuals interested in attending **LIRR Contractor Safety Training** must send an e-mail with the attached registration form to pre-register for the session. Registration forms must be sent no later than 11:00 a.m. on Monday of the week you wish to attend.

Please Email to: SafetyTraining@lirr.org

Registrations are only valid after a confirmation e-mail from **LIRR Safety Training**. To be admitted to the course, all participants must possess a government or company photo ID. Do not substitute employees, only registered employees will be admitted. Sign-in begins at 3:15 p.m. Students arriving after 3:30 pm will not be admitted.

Transportation

Due to new LIRR security procedures, on-site parking is no longer available and street parking in the area is limited. Travel to the Hillside Support Facility is best accomplished utilizing rail service to the facility. See Page 2 for an area map and suggested rail service to the Hillside Support Facility

Safety & Emergency Response Training
Employee Training & Corporate Department
Hillside Support Facility
93-59 183rd Street • Mail Code 3149A • Hollis, NY 11473

Should you have any questions regarding course registration, please contact:
Michelle Macioch, Manager-Safety & Roadway Worker Protection Training
safetytraining@lirr.org or (718) 558-7950

Directions via Long Island Rail Road

If you are taking the LIRR, you must take a train that stops at the Hillside Support Facility
“for Railroad Employees only.”

East bound from Penn or Atlantic, connect at **Jamaica Station**:
Take the 3:13 PM Huntington Train, Arrive at **Hillside Support Facility** at 3:17 PM

West bound on the **Ronkonkoma Branch:**
Take the train leaving **Hicksville at 2:49 PM**, Arrive at **Hillside Support Facility at 3:11 PM**

Use overpass at center of platform and proceed to Security Desk. They will direct you to classroom.



Hillside Support Facility
Follow driveway (green) from Guard Booth on 183rd Street and Liberty Avenue
Hillside Support Facility Building #2 - Indicated by red area.
Enter Building at the brown awning. Check in at the Security Desk.

[illegible]

APPENDIX H

EEO-1 FORM

**METROPOLITAN TRANSPORTATION AUTHORITY
AFFIRMATIVE ACTION
EQUAL EMPLOYMENT OPPORTUNITY
EMPLOYER INFORMATION REPORT EEO-1**

SECTION A – TYPE OF REPORT				
<p>1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted. (mark one box only)</p> <p>(1) Multi-establishment Employer Report <input style="width: 50px; height: 20px;" type="checkbox"/></p> <p>(2) Single-establishment Employer Report <input style="width: 50px; height: 20px;" type="checkbox"/></p> <p>(3) Consolidated Report (Required) <input style="width: 50px; height: 20px;" type="checkbox"/></p> <p>(4) Headquarters Unit Report (Required) <input style="width: 50px; height: 20px;" type="checkbox"/></p> <p>(5) Individual Establishment Report <input style="width: 50px; height: 20px;" type="checkbox"/> (Submit 1 report for each establishment with 50 or more employees)</p> <p>(6) Special Report <input style="width: 50px; height: 20px;" type="checkbox"/></p>				
2. Total number of reports being filed by this Company (answer on Consolidated Report only)				
SECTION B – COMPANY IDENTIFICATION (to be answered by all employers)				Office Use Only
1. Parent Company:				
a. Name of parent company (owns or controls establishment in item 2 below but omit if same as above)				a.
Address (number and street):				b.
City or Town:		State:	ZIP code:	c.
2. Establishment for which this report is filed. (omit if same as above)				
a. Name of Establishment:				d.
Address (Number and Street):		City or Town:	County:	State:
				ZIP Code:
b. Employer Identification No. (IRS 9-digit Tax Id. No.):				e.
c. Was an EEO-1 report filed for this establishment last year? YES NO (circle one)				f.

**METROPOLITAN TRANSPORTATION AUTHORITY
AFFIRMATIVE ACTION EQUAL EMPLOYMENT OPPORTUNITY
EMPLOYER INFORMATION REPORT EEO-1 (continued)**

SECTION C - EMPLOYMENT DATA

Page 2

Employment at this establishment-Report all permanent full-time and part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank Spaces will be considered as zeros.

Job Categories	NUMBER OF EMPLOYEES										
	Overall Totals (Sum of Col. B thru K)	MALE					FEMALE				
		White (Not of Hispanic Origin) B	Black (Not of Hispanic Origin) C	Hispanic D	Asian or Pacific Islander E	American Indian or Alaskan Native F	White (Not of Hispanic Origin) G	Black (Not of Hispanic Origin) H	Hispanic I	Asian or Pacific Islander J	American Indian or Alaskan Native K
Officials and managers 1											
Professionals 2											
Technicians 3											
Sale Workers 4											
Office and Clerical 5											
Craft Workers (Skilled) 6											
Operatives (Semi-Skilled) 7											
Laborers (Unskilled) 8											
TOTAL											
Total employment reported in previous EEO-1 report 11											

NOTE: Omit questions 1 and 2 on the Consolidated Report.

1. Date(s) of payroll period used: 2. Does this establishment employ apprentices? 1. Yes ☐ 2. No ☐ EEO-1.CER

**METROPOLITAN TRANSPORTATION AUTHORITY
AFFIRMATIVE ACTION
EQUAL EMPLOYMENT OPPORTUNITY
EMPLOYER INFORMATION REPORT EEO-1 (continued)**

Page 3

SECTION D – ESTABLISHMENT INFORMATION (omit on the Consolidated Report)

1. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or type of service provided, as well as the principal business or industrial activity).	OFFICE USE ONLY
	g.

SECTION E – REMARKS

Use this item to give any identification data appearing on last report which differs from that given above. explain major changes in composition or reporting units and other pertinent information.

SECTION F – CERTIFICATION (check one)

- 1 ☐ All reports are accurate and were prepared in accordance with the instructions (check on consolidated only)
- 2 ☐ This report is accurate and was prepared in accordance with the instructions.

Name of Certifying Official	Title
Signature	Date
Name of person of contact regarding this report (type or print)	Address (number and street)
Title	City and State
ZIP Code	Telephone Number (including area code)

All reports and information obtained from individual reports will be kept confidential as required by Section 709(e) of Title VII.

WILLFULLY FALSE STATEMENTS ON THIS REPORT ARE PUNISHABLE BY LAW PURSUANT TO 18 USC §1001.

APPENDIX I

NYS PREVAILING WAGES
PRC# 2021002686
[See separate attachment]

APPENDIX J

Instructions for Submitting the Form C Workforce Utilization Report

The Workforce Utilization Report (“Report”) is to be submitted on a monthly basis for construction contracts, and a quarterly basis for all other contracts, during the life of the contract to report the actual workforce utilized in the performance of the contract broken down by job title. When the workforce utilized in the performance of the contract can be separated out from the contractor’s and/or subcontractor’s total workforce, the contractor and/or subcontractor shall submit a Report of the workforce utilized on the contract. When the workforce to be utilized on the contract cannot be separated out from the contractor’s and/or subcontractor’s total workforce, information on the contractor’s and/or subcontractor’s total workforce shall be included in the Report.

Reports are to be submitted electronically, using the provided Report worksheet, to Mr. Naeem Din, Deputy Director Compliance, MTA Department of Diversity & Civil Rights, 2 Broadway, 16th Floor, New York, N.Y., 10004 (ndin@mtahq.org) within ten (10) days of the end of each month or quarter, whichever is applicable.

Instructions for Completing the Workforce Utilization Report

1. Check off the appropriate box to indicate if the entity completing the Report is the contractor or a subcontractor.
2. Enter the number of the contract that the Report applies to along with the name and address of the contractor or subcontractor for which the Report has been prepared.
3. Check off the box that corresponds to the applicable quarterly or monthly reporting period for this Report.
4. Check off the appropriate box to indicate if the workforce being reported is just for the contract or the contractor’s or subcontractor’s total workforce.
5. Verify that job titles are provided under the column titled “SOC Job Title” for each employee whose work will be reflected on the Report. If a necessary job title is not included, please add the corresponding job category, title and corresponding job code to the “EEO 1 Job Categories” “SOC Job Title” and “SOC Job Code” columns from the list of job categories, SOC titles, and SOC codes reflected on the attached Classification Guide.
6. In the first group of boxes, identify the number of hours worked by persons identifying with each racial/ethnic category by gender for each job title in the SOC Job Title column.
7. In the second group of boxes, identify the number of persons identifying with each racial/ethnic category by gender for each job title in the SOC Job Title column.
8. Enter the name and title for the person completing the form, enter the date upon which the Report was completed, and check the box accepting the name entered into the Report as the digital signature of the preparer.

Race/Ethnic Identification

Race/ethnic designations do not denote scientific definitions of anthropological origins. For the purposes of this Report, an employee must be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this Report are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK/AFRICAN AMERICAN** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC/LATINO** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.

- **ASIAN, NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE AMERICAN/ALASKAN NATIVE** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

Resources

If you have questions regarding these requirements, are unsure of the appropriate job titles to include in your Report, or otherwise require assistance in preparing or submitting the Report, please contact Mr. Naeem Din, ndin@mtahq.org, (646) 252-1387.

Contract Number

Workforce Identified in Report	
<input type="checkbox"/>	Workforce Utilized in Performance of Contract.
<input type="checkbox"/>	Contractor/Subcontractor's Total Workforce

Date:

☐ By checking this box, I certify that I personally completed this document and I adopt the name typed above as my electronic signature under the NYS Electronic Signatures and Records Act, with like legal force and effect as if I had physically signed the document.

[illegible]

APPENDIX K

LIRR SAFETY AND HEALTH REQUIREMENTS AND SAFETY PLAN

(Rev. 9/9/16)

A. General Description:

1. The Contractor shall be responsible to comply with the most stringent provisions of all applicable statutes and regulations of the City and State of New York and the United States including, without limitation, the provisions of the United States Department of Labor-Occupational Safety and Health Administration (OSHA) and the New York State Department of Labor, are observed and further that the methods of performing the work under the Contract (the “Work”) do not involve undue danger to the personnel employed thereon, the public, and public or private property. Should charges of violation of any of the above be issued to the Contractor in the course of work; a copy of each charge and resolution thereof shall immediately be forwarded to LIRR’s Project Manager or the Project Manager's designee.
2. Personnel Safety Equipment – For the duration of the Contract, and in accordance with OSHA and New York State Labor Law, the Contractor shall take responsibility to ensure that all employees performing Work for the Contract are provided with the necessary personal protective equipment (PPE), including any required personnel traffic safety equipment. PPE as required shall include, but not be limited to, hard hats, safety shoes, gloves, goggles, eye/face shield protection, safety belts, harnesses, respirators, hearing protection, traffic safety vests, etc.
 - (i) All Contractor employees walking on or along LIRR roadways and Right-of-Way, and other areas of LIRR facilities designated by any of the LIRR during the course of the Contract, shall at all times wear safety equipment designed to provide high visibility under all lighting and weather conditions. The safety equipment shall be worn on all occasions, no matter how brief. Furthermore, the safety equipment shall be worn whenever so directed by the LIRR's Project Manager and other authorized LIRR personnel.
 - (ii) The safety equipment shall be for outermost wear and shall consist of fluorescent lime/yellow, and safety reflective material, or equipment with both properties combined, consistent with ANSI Class 2 Safety Apparel. The exact nature of the equipment required (generally safety vests) will be determined solely by LIRR, and may be modified by LIRR during the course of the contract as it deems fit. All safety equipment provided and worn shall be subject to approval by the Project Manager and other authorized LIRR personnel.
 - (iii) The Contractor shall monitor and enforce compliance by all its employees and employees of all of its subcontractors with these provisions regarding the wearing of safety equipment. If the Contractor’s or its subcontractor’s employees are not in compliance, they will be forbidden to work on LIRR’s premises.

- (iv) All costs of whatever nature associated with providing the safety equipment, including the costs of furnishing, maintaining, repairing and replacing the equipment, shall be the responsibility of the Contractor. LIRR shall not pay any costs related to compliance within this subsection.
 - (v) Contractor employees shall not use PPE bearing the MTA LIRR logo identification.
 - (vi) The Contractor's high-visibility PPE and/or outerwear must bear the Contractor's logo, or the Contractor's employees are required to have a valid, current Contractor-issued photo identification card, openly displayed at all times (i.e. displayed by badge or lanyard).
3. The Contractor shall issue and implement a Safety Plan for this Contract. The Contractor shall submit a detailed Safety Plan, which addresses each of the applicable safety items set forth in Section B below entitled "Safety Plan" to LIRR within thirty (30) days of the date of LIRR's Notice of Award and prior to the Contractor's start of Work. LIRR's Corporate Safety Department ("CSD") shall review the Safety Plan and designate the Contractor's Safety Plan approved, not approved or approved as noted. In the event CSD determines that the Contractor's Safety Plan is not approved or approved as noted, the Contractor shall revise its Safety Plan to address any deficiencies and/or concerns identified by CSD and resubmit the revised Safety Plan to LIRR no later than two (2) weeks after the Contractor is notified by LIRR that its Safety Plan requires revision. The approved and accepted Safety Plan, including copies of Safety Data Sheets (SDS), shall be maintained on-site by the Contractor's Project Manager and/or his/her designee, and carried on all Contractor's work vehicles for reference during the course of the Work.

B. Safety Plan:

The Contractor shall submit a Safety Plan acceptable to the Railroad within thirty (30) days of the date of LIRR Notice of Award. The Safety Plan shall include the following:

- a) Policy of the Contractor concerning safety.
- b) Scope of Safety Policy As it applies to the Work. If a generic plan is submitted, site specific information must be included to address additional needs.
- c) Safety Organization The Contractor shall designate an individual in its organization who is responsible for safety and has the background, authority and knowledge to understand what constitutes safe practices and to direct their implementation at the site.
- d) Special Provisions for Project Safety and Health Programs, if applicable. Example: scaffolding, trenching, blasting, welding, hoists, cranes, maintenance and protection of traffic, confined space of entry, etc.
- e) Safety and Health Training including the Contractor's plan for regular scheduled safety meetings and other training to ensure safe practices. All on-site personnel will be

required to attend the LIRR Contractor Safety Course / Roadway Worker Protection Training in advance of any activity on the premises or **Amtrak Roadway Worker Protection Training** (whichever applies)

- f) Reporting and Records Requirements including posting of emergency numbers and information and liaison with LIRR's Project Manager, Facility Engineer, and/or General Manager of Facility Operations, as applicable.
- g) First Aid and Medical Emergencies including equipment available at site and its accessibility for use. Plan for replacement for expended First Aid materials.
- h) Sanitation and Drinking Water
- i) Personal Protective Equipment (PPE) including hard hats, safety shoes, harnesses, gloves, goggles, safety belts, etc.
- j) Housekeeping
- k) Fire Protection and Prevention including providing fire extinguishers at LIRR job sites, fire drills, and training.
- l) Electrical Safe Practices including light, temporary circuits, insulated tools, ground fault interruption (GFI), lockout/tag-out practices.
- m) Occupational Safety & Health including Right-To-Know, SDS, Industrial Hygiene, etc.
- n) Environmental Protection including Contractor personnel protection, LIRR personnel protection, prevention of air, water and solid contamination.
- o) Cold Weather/Hot Weather Safety Practices
- p) Use of Power Actuated Tools methods of complying with Local Fire Department regulations by using person holding a Certificate of Fitness.

C. Safety Data Sheets (SDS):

1. SDS are required for any chemical or compound (the product) transferred onto Long Island Rail Road property. The SDS must list any toxic substance or hazardous chemical contained in the product, or that may be emitted by the product, as defined in the New York State Right-to-Know Law (12 NYCRR Part 820) and the Occupational Safety and Health Administration OSHA Hazard Communication Standard (29 CFR 1910.1200).
2. The SDS must accompany any shipment of the product to LIRR or any of the LIRR's locations, offices or projects. The SDS must be updated and re-submitted to LIRR whenever there is a change to: the product's formula, the regulations governing the product or its use, the product's components, or whenever any new hazard information is available concerning the product or any of its components.
3. All SDS shall be provided in both written and electronic format. The electronic submittals shall be in either Adobe Acrobat PDF file format, or in compressed image format such as JPEG or TIF. When a large quantity of SDS are submitted for a project (excess of 5 Mb in files) a compact disk (CD), thumb drive or other approved electronic media must be provided containing all the SDS to be used for the Work.

4. All SDS for chemicals proposed for use at LIRR shall be submitted to LIRR's Deputy Chief Safety Officer.
5. Prior to any chemical substance or compound being brought to, or used for LIRR, it must be reviewed and approved for safety and health concerns. LIRR's Deputy Chief Safety Officer- Occupational & Environmental Safety or his/her designee shall review and approve all SDS before their transfer and/or use on LIRR property. Submit these SDS to:

MTA Long Island Rail Road
Corporate Safety Department
144-41 94th Avenue, 4th Fl., Mail Code #1944
Jamaica, New York 11435
Attn: Safety Data Sheet (SDS) Review

D. Additional Safety Requirements:

1. All products and materials used in connection with the Work shall be and remain asbestos and lead free.
2. The Contractor shall immediately notify LIRR's Project Manager and LIRR's CSD if during the course of the Work there should be a discovery of any undetermined substances, including suspected asbestos containing materials (ACM), and/or suspected ACM and/or lead containing materials (LCM). The Work shall not proceed if there exists a potential for impact to the undetermined substances, without the prior authorization of the LIRR Project Manager.
3. For the duration of the Contract, the Contractor shall adhere to all applicable federal, state, and local laws and regulations for the protection of the environment. If hazardous waste materials are detected or generated at any time, LIRR's Project Manager and LIRR's CSD shall be immediately notified of each and every occurrence. No Work shall be performed in any area with suspected hazardous materials without the prior authorization of LIRR's Project Manager.
4. In accordance with OSHA and New York State Labor Law, the Contractor shall be responsible for (a) compliance with applicable laws, codes, rules, regulations and standards with respect to safety and health regulations in accordance with the approved Safety Plan and (b) ensuring that requirements regarding safety and health are being fully implemented for the Work. The Contractor shall provide, and monitor for the duration of the Work, adequate safeguards, including but not limited to the proper shoring, trenching, safe rigging, safety nets, fencing, barricades, scaffolding, and ladders, that are necessary for the protection of its employees, as well as the public and LIRR employees. All rigging and scaffolding must be of good sound materials, of adequate dimensions for its intended use, and substantially braced, tied, or secured to insure absolute safety for those required to use it, as well as those within its vicinity. All riggings, scaffolding, and ladders shall be OSHA approved.

5. If any emergency condition should develop during the Work, the Contractor shall immediately notify LIRR's Project Manager of each and every occurrence. The Contractor shall also recommend any appropriate courses of action to LIRR's Project Manager.
6. Any review, acceptance, or approval of the Contractor's Safety Plan shall be construed merely to mean that LIRR is unaware of any reasons at the time to object thereto. Approval by LIRR of the Safety Plan shall not impose any liability upon LIRR, its employees, agents or representatives nor shall any such approval relieve the Contractor of any responsibilities under the Contract.
7. The Contractor shall provide the maintenance of traffic and the protection of the public from damage to persons and property, within the limits of, and for the duration of the Work. This requirement shall include furnishing, installing, and maintaining temporary construction signs, sign supports, cones, arrow board trailers or arrow panels, truck mounted and other safety equipment, and maintenance of traffic control devices or methods as required per the New York State Department of Transportation Manual of Uniform Traffic Control Devices. Work that involves any LIRR building shall conform to the New York State Uniform Fire Prevention and Building Code and the Americans with Disabilities Act.
8. Prior to the start of any demolition work or the relocation, repairing or re-routing of existing ducts, cables, conduits, raceways, junction boxes, plumbing lines or roof structures, the Contractor shall notify LIRR's Project Manager and LIRR CSD and obtain full clearance of any ACM and/or LCM within the Work area. At no time shall the Contractor perform any work in an area suspected to contain ACM and/or LCM without the prior authorization of LIRR's Project Manager or his/her designee.

E. Accidents and Personal Injuries:

1. The Contractor shall provide such equipment and facilities as necessary and required in case of accident and/or personal injury, for first aid service to anyone who may be injured during the progress of the Work, within the limits of and for the duration of the Work. In addition, the Contractor shall have standing arrangements for the removal and hospital treatment of any person who may be injured or who may become ill.
2. The Contractor shall report immediately to LIRR's Project Manager, any accident and/or personal injury resulting in lost time to employees, vehicle accidents, or any accident resulting in damage to LIRR/MTA property or the public, and shall furnish in writing, full information including testimony of witnesses regarding any and all accidents and injuries.
3. The Contractor must, within forty-eight (48) hours, report to LIRR's Project Manager all accidents whatsoever, occurring upon the site(s) of the Work, or arising out of or in connection with the performance of the Work (whether or not on or adjacent to the site(s)) which cause death, personal injury or property damage and provide full details and statements of witnesses. In addition, if death or serious injuries or serious damage is caused, the accident shall be reported immediately to LIRR's Project Manager orally and filed in writing within forty-eight (48) hours of such report. The Contractor shall also

timely provide the original New York State Employers Report of Injury Form C-2 to the Workers' Compensation Board in accordance with the Board's rules/regulations.

In addition, the LIRR ARC form entitled Contractor Accident/Incident Report must be filled out for every accident occurring upon the site of the Work, or arising out of or in connection with the performance of the Work. The completed form shall be mailed to:

Corporate Safety Department
Long Island Rail Road
144-41 94th Avenue – 4th Floor, Mail Code #1944
Jamaica, New York 11435

The Contractor shall also provide a copy of the ARC form to LIRR's Project Manager. If any claim is made by any third person against the Contractor on account of any accident, the Contractor shall, within forty-eight (48) hours, report the fact in writing to LIRR's Project Manager, giving full details of the claim.

F. Fires on Construction Sites

Upon observation of a fire at any LIRR site, the Contractor shall immediately notify the appropriate Fire Department then the appropriate site personnel. This notification shall be made by the fastest possible means. Where a radio transmitting on a LIRR frequency is available, that radio shall be used to contact the appropriate site personnel, using the facility's name. If a suitable radio is not available, a facility phone, cellular phone or outside phone line shall be used to call the appropriate person(s). This individual shall be advised of all the relevant information, which must include a description of the exact location of the fire. If the fire is located on or adjacent to the roadway, the location description shall include bridge lamppost or tunnel marker number, lane direction and lane number.

G. Safety Performance Standards

1. The Contractor shall comply with all industry safety standards and statutory regulations, including all applicable codes, and in general, through training and other means, cause its personnel and its subcontractors to practice safe work procedures and habits.
2. Any accidents that results in injury must be reported to LIRR's Project Manager immediately, or if life threatening, immediately after medical assistance is affected.
3. The Contractor's employees are required to wear work shoes/boots with skid resistant soles when performing any Work. All employees who work at LIRR sites must be properly attired, and in accordance with LIRR safety standards, for the Work being performed.

H. LIRR RWP Training

The Contractor, prior to the start of the Work, shall have all employees and subcontractors that will be working on LIRR property attend the LIRR's Contractor Safety Training Course – Roadway Worker Protection ("RWP"). LIRR provides the course for free. The Contractor is responsible for all costs for their employees and/or subcontractors during the six-hour course. LIRR will not pay for any labor or other costs related to the RWP training. RWP is an annual requirement for all contractors, their employees and subcontractors while working on LIRR property. (See Appendix entitled "Roadway Worker Protection")

I. OSHA LOCK-OUT / TAG-OUT Program

1. The Contractor shall employ the OSHA "LOCK-OUT/TAG-OUT" procedure for the protection of all employees and equipment. A designated representative of LIRR's Facilities Maintenance staff shall be a part of that procedure. The procedure shall likewise be reviewed and approved by LIRR's Project Manager.
2. The Contractor shall supply all OSHA-TYPE "TAG-OUT" TAGS, which shall contain the identification and photo of the "TAGGED" person, and is of the durable laminated type.
3. The Contractor shall supply its personnel with locks for the OSHA LOCK-OUT requirement, and issue to LIRR's Project Manager, two (2) MASTER KEYS for each type of lock. Keys shall be identified/coded and the names of the custodians shall be provided to the Contractor. On the occasion of a personnel change (custodians), LIRR shall provide the Contractor with a listing of the new custodians.

J. Flag Protection

1. Unless otherwise provided in the Contract, the cost of supplying scheduled flag protection will not be borne by the Contractor.
2. Any equipment, tools or apparatus, or piece(s) or part(s) of equipment, material, supplies or Contractor's vehicle(s) placed, stored, lying or standing within five (5) feet of any rail of track, or crossing over any section of track, other than in authorized transit over such track(s), is defined as, and shall be considered as, "FOULING THE TRACK", and is strictly prohibited.
3. The Contractor must notify LIRR's Project Manager in advance of any activity or part of the Work that could result in FOULING THE TRACK.
4. FOULING THE TRACK by reason of negligence resulting in damage and/or cost to LIRR where flag protection should have been requested by the Contractor shall be responsibility of the Contractor and the Contractor shall, upon request of LIRR, pay over to LIRR any costs related thereto to compensate LIRR.

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APPENDIX L
TECHNICAL SPECIFICATIONS
for
IFB NO. 6360
Maintenance, Inspections and Repair Services of Elevators

**MTA LONG ISLAND RAIL ROAD
TECHNICAL SCOPE OF WORK
FOR
MAINTENANCE, INSPECTIONS AND REPAIR SERVICES
OF ELEVATORS**

PURPOSE

The Contractor shall provide all labor, material and equipment necessary to perform conditional assessments, scheduled and unscheduled maintenance, repairs and planned component replacements on one hundred fifteen (115) elevators located on LIRR property (the, “Work”). The LIRR reserves the right to add and/or delete elevators from the equipment list at any time. (See Attachment 1).

Scope of Work

General Requirements

The Contractor shall have a minimum of five (5) years established in business demonstrating experience maintaining elevators in a mass transit environment with equipment subject to outdoor/environmental factors, high usage and that are prone to vandalism. The Contractor shall be required to provide properly trained competent Elevator Mechanics with a minimum of five (5) years’ experience, directly employed and supervised by the Contractor, who are experienced and skilled in maintaining, repairing, and troubleshooting elevators similar to those in this Contract. One (1) of these mechanics shall be designated as the Lead Mechanic/Adjuster. Helpers or Apprentices are required to have at least one (1) year experience in the elevator industry. Elevator Mechanics shall not be construed as Helpers or Apprentices. Contractor shall provide a sufficient number of Elevator Mechanics within NYC, Nassau and Suffolk counties, to ensure sufficient On-Call Service/Emergency Services as noted in Section II-C. Elevator Mechanics and Helpers/Apprentices shall wear company issued apparel with a visible company logo and proper identification whenever on LIRR property, including Personal Protective Equipment (PPE) .

The Contractor shall employ a minimum of forty (40) Elevator Mechanics and Helpers/Apprentices in the elevator division (not counting escalator division mechanics, if applicable). Contractor should also have an Engineer on staff to provide support when field personnel cannot resolve technical issues related to equipment. This individual should have a college degree, be Electrical Engineer with four-year degree and/ or be employed in the elevator field for ten years or has ten years of elevator experience. The LIRR has the right to inspect any of the Contractor’s work performed on LIRR equipment.

Contractor Staffing Requirements: The Contractor shall staff this Contract with the level of personnel necessary to satisfactorily meet the standards established in these specifications and to provide all inspections including field and office support, home office support and adequate supervision for all contract personnel. Contractor shall designate a project manager to oversee this contract. This individual shall be the main point of contact on contractor’s side. Weekly meetings by LIRR/EEOC and contractor’s project manager shall be held. The time and place of meetings shall be set by LIRR once the contract has been awarded. Once set they will be mandatory. Any cancelations or reschedule by contractor shall be approved by LIRR/EEOC.

The Contractor shall have a full quality control program in place when bidding for this contract, such as an ISO 9001 from the International Organization for Standardization. The maintenance program shall have the following components:

- An organizational chart
- A quality management system
- A process map
- A reporting system
- A training program
- A records control program
- A preventive action program with corrections

4. **The Contractor shall be required to provide:**

Resident Mechanic Team: Four (4) full-time servicemen having the title of Journeyman or Mechanic (as per Local 1 and or Local 3 Union Guidelines). One (1) of the Mechanic shall be designated as the Lead Mechanic/Adjuster. The Resident Mechanic Team shall be assigned to the Contract, eight (8) hours per day between the hours of 7:00AM-3:30 PM. The days off for the first (1st) Mechanic shall be Friday/Saturday. The days off for the second (2nd) Mechanic shall be Sunday/Monday. The days off for the third (3rd) and Lead Mechanic/Adjuster shall be Saturday/Sunday. The LIRR reserves the right to change the hours of work to 8:00AM to 4:30PM or 9:00AM to 5:30PM as the needs of the Railroad dictate. Any 8-hour shift worked by Contractor's employees will not be considered overtime if worked between the hours of 7:00AM and 5:30PM ("normal business hours"). In the instance that an employee works beyond 8 hours during this period, that additional portion of time beyond 8 hours will be considered overtime for reimbursement. These individuals will function as the vendor's Resident Mechanic Team. The Resident Mechanic Team shall function as LIRR's Preventative Maintenance (PM) Team and as such, report directly to LIRR's Project Manager or Designee. LIRR reserves the right to dismiss any Resident Mechanic or any of the Contractors' field personnel under this Contract. (See Section II.A.1)

In addition, if the Resident Mechanics are not available, the Contractor shall provide replacement mechanics that have prior approval of LIRR's Project Manager or Designee, to provide coverage at no additional cost to LIRR. With prior approval from LIRR's Project Manager or Designee, the Resident Mechanics can assist in other types of unscheduled repairs, service calls and emergency repairs, and may require a replacement team or person to complete the scheduled work or PM. In no instance, with the sole exception of work performed outside of the normal 8 hours of work, shall LIRR be invoiced for any additional labor costs associated with the above referenced personnel.

Additional Available Teams: The Contractor shall have readily available, additional qualified employees (Mechanics & Helpers/Apprentices), as per Local 1 and or Local 3 Guidelines, to perform unscheduled repairs, service calls and emergency repairs as required by the Contract within NYC, Nassau and Suffolk counties, to ensure sufficient service.

The Contractor shall supply enough employees to perform testing and inspections. These tasks shall be witnessed by a third-party consultant. These Elevator Safety Inspections and Tests shall be performed in accordance with manufacturer's recommendations, ASME 17.1 Code and ASME 17.2 Guide for Inspection of Elevators.

The Contractor shall submit detailed resumes for the mechanics, helpers/apprentices, engineer, account managers, supervisors and system trouble-shooters with its bid. Resumes for the Engineer(s) performing the work must be submitted within 10 days of the Notice of Award for LIRR approval; and for the duration of the contract subsequent personnel identified for performance of the work must submit resumes for LIRR approval prior to initiating any work. All Contractor personnel shall be required to complete LIRR's Roadway Worker Protection (RWP)/Safety class prior to working on LIRR property (See Appendix G). All Contractor's personnel who work on LIRR property are required to complete LIRR's RWP Training annually. This class is offered at no cost to the Contractor and its employees. LIRR will not pay for any labor or other costs related to the RWP training. In addition, the Contractor, prior to start of work, shall be required to have all employees and subcontractors who will work on AMTRAK property complete a "Contractor Orientation Training". The Contractor is responsible for the labor and fees incurred for the AMTRAK course completion (Refer to www.amtrakcontractor.com).

Prior to working at any LIRR facilities, LIRR's Project Manager or Designee shall approve all Contractor personnel. LIRR reserves the right to refuse permission of personnel previously authorized, at any time.

4. The Contractor shall prepare and submit for APPROVAL, within a month of the award of this Contract to LIRR's Project Manager or Designee, a complete SPARE PARTS LIST with prices, that when APPROVED by LIRR's Project Manager or Designee will be purchased by the Contractor (purchased and billed to the LIRR as described in Sections II.I & II.J) and kept/stored at either a centrally located elevator control equipment room in approved storage cabinets, Contractor's company vehicle(s) as described in Section II.A.6, or the Contractor's facility, with the understanding that an inventory of such parts and usage must be maintained and supplied to LIRR's Project Manager or Designee, when parts are used or depleted for any reason or upon request by LIRR. ALL spare parts must be made available at the job site within four (4) hours to expedite repairs/replacement and minimize equipment down time. An itemized and an up to date list of all spare parts with quantities and usage with dates and the equipment in which they were used shall be maintained by the Contractor.

The Contractor shall maintain vehicles with a company logo and proper and valid New York State Department of Transportation license plates and registration whenever on LIRR property. Unmarked work vans and/or trucks are unacceptable and are not allowed on LIRR property. The Contractor's work vehicles must be supplied with proper tools and enough spare parts to provide monthly maintenance, adjustments, repairs, renewals and replacements to ensure uninterrupted service for LIRR elevators. Each of the four (4) mechanics that comprise the Resident Mechanic Team should have their own van/truck equipped as described above for repairs and maintenance daily.

Repairs, renewals, and replacements shall be made by the Contractor as soon as conditions warrant or other examination reveal the necessity thereof, or when directed by LIRR's Project Manager or Designee. To ensure the elevators are in a good operating order with minimal failures and minimal downtime, all work hereunder shall be performed in accordance with the highest standards of maintenance practices and workmanship. The renewal and replacement of parts shall be equal in design, workmanship, quality, finish, fit, adjustment, operation and appearance to the installed parts and the replacements shall be genuine replacement parts manufactured to the specification of the Original Equipment Manufacturer (OEM), and shall apply to the repair, renewal or replacement of all mechanical and electrical parts under this Contract. Parts shall include but not be limited to, machine motors, generators, controller parts, worms, gears, governors, thrusts, bearings, brakes, brake shoes, linings, guide shoe,

gibs, brushes, coils, windings, commutators, armatures, rotors, buffers, pumps and valves, coil resistors, fuses for operating and motor circuits, magnetic frames, cams, car door and hoistway door hangers, tracks, and guides, car and counterweight guide rails, counterweight door operating devices, interlocks and contacts, push buttons, traveling cables, electronic tubes, hall lanterns and indicators, all wire ropes and cables, shackle, springs, bulb replacements in signal systems, programmers, or other electronic control systems. Also included are all other elevator signal and accessory equipment including all fan and ventilating equipment for elevator cars. Hydraulic components such as fluids, pumps, pistons, packings, valves, fluid tanks, pressure regulators, flow control valves and hydraulic cooling systems are also included.

The Contractor shall maintain each elevator at 98% uptime performance or above, as calculated by LIRR. In the event that the elevator uptime falls below 98%, LIRR's Project Manager or Designee may notify the Contractor in writing of such failure. Upon notification from LIRR of uptime performance issues, the Contractor shall provide, in writing, an explanation of the root cause of the Contractor's failure to meet uptime requirements and will be required to provide a corrective action plan within two (2) business days. The following has been developed to ensure compliance:

Penalty Clause: In the event that during any monthly period, an elevator uptime performance falls below 98% availability, as calculated by LIRR, a penalty may be incurred by the Contractor as per the following penalty schedule for each elevator failing to meet the 98% goal:

Below 98% uptime - \$500 Penalty per elevator per month
Below 97% uptime - \$1,000 Penalty per elevator per month
Below 96% uptime - \$1,500 Penalty per elevator per month
Below 95% uptime - \$2,000 Penalty per elevator per month
94% or less uptime - \$2,500 Penalty per elevator per month

In a situation when replacement parts are not readily available, the Contractor shall provide availability, price and estimated timeframe for procuring replacement parts. This shall not be a reason to justify an extended shut-down of the elevator. Until repair is completed, the equipment will stay out of service.

9. In the event that any elevator equipment repaired by the Contractor malfunctions, the LIRR will notify the Contractor who will be required to make any and all required adjustments and repairs within five (5) days at no additional cost (including parts and labor) to LIRR.

10. All parts removed and replaced during the performance of the Work are the property of LIRR and shall be left in a designated area at the jobsite for inspection, unless otherwise directed by LIRR's Project Manager or Designee. Parts required for exchange shall be noted on the Contractor's invoice.

11. The Contractor shall be responsible for the cleanup and disposal of oil and grease, which leaks or drips from the equipment. The Contractor shall comply with local, state and federal laws and regulations to dispose, at the Contractor's disposal site, of all waste, including oil/water mixtures, and clean accumulated oil from elevator pits and surrounding areas as part of each service call. Additionally, in cases when hydraulic oil must be changed, the Contractor shall be responsible for removing any oil from LIRR property and ensuring their proper disposal.

12. Except for Emergency Service, Contractor's employee shall perform all work during their 8-hour shift, Monday through Friday, excluding LIRR holidays, unless

otherwise approved by the LIRR Project Manager or Designee. Work covered by mechanics working regular hours beyond Monday-Friday schedule shall be performed accordingly. Regardless of the type of service call, after arrival at the site, the Contractor shall work continuously and diligently to restore an elevator to service.

Monthly Service

Monthly Service shall be performed during normal business hours and shall include the inspection and the basic preventive and/or remedial maintenance, mechanical and safety inspections, routine scheduled maintenance Traction Elevator & Hydraulic Elevator Maintenance Procedures (**Attachment 9 & 10**) required to maintain the mechanical, electrical, electronic, traction, hydraulic and/or pneumatic mechanisms in accordance with the (OEM) specifications, and as directed by LIRR's Project Manager or Designee. (**Refer to Attachment 1**) for a complete listing of elevators to be serviced.

During the monthly service, the Contractor shall inspect, clean, adjust, repair or replace as necessary, all mechanical and electrical parts subject to loosening, wearing and/or burning out by reason of movement, contact or load, mechanical or electrical. All deficiencies shall be noted on the original checklist, and work ticket. A copy of the checklist and work ticket shall be submitted to LIRR's Project Manager or Designee monthly with the invoice, and all related backup documents.

As part of the Monthly Service, the Contractor shall:

Thoroughly examine all safety devices and governors.

The Contractor shall make all inspections and adjustments to the elevator system in accordance with the manufacturer's recommendations. All inspections, testing procedures, and adjustments performed by the Contractor shall be in accordance with the standards set forth in ASME/ANSI A17.1, ASME/ANSI A17.2.1 and ASME/ANSI A17.2.2, at the time of installation or modification. The LIRR has the right to inspect any of the contractor's work performed on LIRR equipment.

Document work performed in the Elevator maintenance logbook.

In addition, as part of the Monthly Service, the Contractor shall examine, adjust, lubricate as required, and if conditions warrant, repair or replace:

Pumps, pump motors, operating valves, valve motors, motor windings, leveling valves, plunger packings, exposed piping, hydraulic fluid tanks.

Controller, car leveling, leveling devices and cams, all relays, magnet frames, solid state components, resistors, condensers, transformers, contacts, leads, timing devices, resistance for operating and motor circuits, operating circuit rectifiers.

Hoist way door interlocks, hoist way door hangers, bottom door guides including gibs, auxiliary door closing devices and hoist way switches.

Automatic power operated door operator, car door hanger, car door contact, clutches, door protective device, car frame, platform, car guide rails, car guide shoes, guide rollers and gibs.

Conductor (Traveler) cables, elevator hoist way wiring, renew all means of suspension as often as is necessary to maintain an adequate factor of safety, equalize the tension on all hoisting ropes.

Inspect interior of elevator cars, test communication systems, normal and emergency lights and alarms. Make repairs as required.

Perform general inspection of machinery, motor and controller. Lubricate as required.

Inspect and lubricate machinery, contacts, linkage and gearing.

Clean and inspect controllers, including relays, connectors, contacts and all other controller components.

Ride car and observe operation of doors, leveling and smoothness. Adjust and lubricate as required.

Check condition of guide rails and adjust as required.

Replace all burned out lamps associated with the elevator car panel(s), hall, and indicator(s), machine room and pit.

Remove litter, dust, dirt and oil from all machine room and equipment including door saddles.

Clean trash from top of car and pit.

The Contractor shall examine monthly, all safety devices.

Test Emergency Battery Lowering System.

Performance time(s), including acceleration and deceleration, shall be checked on every elevator during maintenance and any necessary adjustments made to maintain the original door opening and closing time for which the equipment was designed. A comprehensive, typewritten, Safety Inspection/Test Report shall be submitted to the LIRR with the results of each inspection within thirty (30) days of award. All reports shall be submitted to the following:

**MTA Long Island Rail Road- EEOC
Rear of the Lynbrook LIRR Ticket Office
98 Station Plaza
Lynbrook, NY 11563
Attn: Karol Rogalski, Manager of Elevator and Escalator Operations.**

The Contractor shall provide the following:

Within one (1) month of the Notice of Award the Contractor shall provide to LIRR's Project Manager or Designee for approval, a schedule of all scheduled Preventive Maintenance for each elevator covered under the Contract.

Monthly PM's shall be completed within a minimum span of twenty-five (25) days or a maximum of thirty-five (35) days from the last monthly PM, or as directed by LIRR.

When an elevator is shut down, LIRR approved barricades, with LIRR approved signs, shall be placed at each elevator landing indicating that the elevator is out of service.

The Contractor shall provide a written report of all deficiencies to LIRR's Project Manager or Designee within 24 hours regarding the elevator shutdown. Should the elevator be shut down for safety or emergency reasons, the Contractor shall notify LIRR immediately and follow up in writing within 24 hours.

On-Call Services/Emergency Service

The Contractor shall provide telephone number(s) and e-mails for weekday operations and for emergency calls. These means of contact shall be provided to LIRR's Project Manager or Designee by which the Contractor and mechanics can be reached 24 hours per day, seven (7) days per week, including holidays (See Attachment 2) for any repairs which may be required on a remedial/unscheduled or emergency basis. E-mail shall be a preferred form of communication. A telephone number of a representative with authority to initiate immediate action to resolve the problem and emergency condition must also be provided.

The Contractor's trained/qualified mechanic, fully familiar with the equipment and its maintenance requirements, shall respond and be on-site within one (1) hour during normal business hours, and within four (4) hours outside of normal business hours, of telephone or e-mail notification by LIRR.

For shutdown responses as detailed herein, penalties may be charged to the Contractor for the Contractor's failure to respond to the shutdown calls within four (4) hours at the rate of \$300 for each occurrence, when the Contractor fails to provide the required service call response time.

Please be advised that for Extreme Hazardous Conditions such as entrapments, accidents, smoke conditions, etc., contractor shall respond within one (1) hour of notification by LIRR.

Upon arrival at the site, the Contractor shall work continuously and diligently to inspect, test, restore elevator to service and observe safe operation.

Failure on the part of the Contractor to respond in accordance with the directives in this section shall be deemed a violation of this Contract.

If, for any reason, an elevator should be out of service for more than the usual trouble shooting time of up to two (2) hours, the Contractor shall notify LIRR's Project Manager or Designee: (i) the time and reason the elevator was taken out of service and (ii) when the elevator is expected to be put back in service for proper and safe operation and (iii) when the elevator is back in service.

The Contractor shall comply with all written citations of the governing authority and all other government agencies having legal jurisdiction, and written recommendations of the Owner's Insurance Carrier or Consultants for repairs as covered herein. However, the Contractor is not required under this Contract to install new attachments on the elevators or parts other and different from those now constituting the equipment as recommended or directed by the Insurance Companies, Government Authorities or otherwise.

Semi-Annual/Annual Service

On a semi-annual/annual basis, the Contractor shall perform the following:

Perform inspection, examination and test of all elevator internal, external, machine room controllers, components, all safety devices, mechanical and electrical systems, components, wiring, cables, control voltages and line voltage circuits.

All semi-annual and annual safety inspections and testing shall be in accordance with manufacturer recommendations and must comply with applicable ASME 17.1 Code and ASME 17.2 Guide for Inspection of Elevators or latest addition

Complete all entries in the Elevator Maintenance Checklist as described in **Attachment 3**.

Upon completion of each elevator safety inspection/testing, a comprehensive typewritten, Safety Inspection/Test Report shall be submitted within 24 hours to LIRR containing the results of each inspection, tests, recommend repairs, parts replacements and or upgrades required to the equipment.

In the Elevator Daily Status Report (**Attachment 7**), the Contractor shall provide a detailed list and description of any defects or deficiencies on elevators. Deficiencies may include but is not limited to electrical, or mechanical, safety issues, repairs or part replacements required to elevator equipment. The Contractor shall recommend repairs and or upgrades. The Contractor shall furnish LIRR's Project Manager or Designee with a written estimate of the cost to correct any such defects or deficiencies or to make the required repairs within 48 hours.

LIRR's Project Manager or Designee reserves the right to make the final determination concerning any repair of such defects, deficiencies, parts replacements, and or upgrades to the elevators. And as such, LIRR will reimburse the Contractor for the cost of labor and materials associated with any repairs, corrective action, part replacements and or upgrades.

Yearly Service

On an annual basis, the Contractor shall perform the following:

Thoroughly clean car guide rails using a non-flammable or high flash point solvent to remove lint, dust and excess lubricant.

Prior to each anniversary date of this Contract, the Contractor shall thoroughly clean down the entire hoist way of all accumulated dirt, grease, dust and debris.

Test all emergency power equipment to ensure that it is functioning properly.

Performance time(s), including acceleration and deceleration, shall be checked and any necessary adjustments made to maintain the original door opening and closing time for which the equipment was designed. A comprehensive, typewritten, Safety Inspection Report shall be submitted to LIRR's Project Manager or Designee with the results of each inspection within thirty (30) days of testing.

Inspections and Testing:

The Contractor shall provide personnel to perform all required inspections and testing in accordance with applicable ASME A17.1 Code & A17.2 Guide. This shall include periodic tests and inspections as described in **Attachment 6**.

The Contractor, upon completion of the required periodic tests and inspections detailed in Attachment 6 shall ensure that the third party witnessing the test completes and files ASME required checklists as per **Attachment 4**.

Hydraulic oil should be replaced or analyzed every five (5) years. The analysis shall be performed by a certified laboratory and the results submitted to LIRR's Project Manager or Designee within thirty (30) days after the date of the testing. Testing shall be performed within the first thirty (30) days of Contract Notice of Award and within thirty (30) days of the Contract anniversary date thereafter.

Notifications by Contractor

Immediately after elevator repairs are completed, the Contractor shall send an email addressed to EEOC@lirr.org, or as designated by the LIRR's Project Manager or Designee.

Maintenance Records, Reports & Reporting

The Contractor shall compile and submit all required records and reports within 24 hours of completion of the Work for that elevator.

The Contractor shall maintain records and furnish to LIRR's Project Manager or Designee a detailed report upon the completion of all PM services. This report shall describe the work performed, deficiencies found, repaired/replaced parts, materials utilized, the date(s) and times of service.

All work scheduled or unscheduled shall be recorded in a logbook and specifically indicate in detail the work performed and the number of hours the mechanic took to make repairs or perform maintenance to the elevator. The log(s) shall be kept in the elevator machinery room of each facility or where designated by the appropriate LIRR's Project Manager or Designee. The log(s) shall always be made available and upon termination or expiration of the Contract shall become the property of the LIRR.

For each of the monthly tasks, findings and repairs shall be recorded on the comments section of the Elevator Maintenance Checklist (**See Attachment 3**) with a brief description of the repair. The Elevator Maintenance Checklist shall be submitted to LIRR's Project Manager or Designee within 24 hours of completion. All columns of the Elevator Maintenance Checklist shall be filled out. Incomplete checklists are unacceptable. LIRR reserves the right to reject and/or delay the processing of invoices until incomplete checklists are corrected.

The Contractor shall report on the status of all maintenance calls/activities/issues/repairs to LIRR's Project Manager or Designee via e-mail no later than 9:00 am the following business day. The Elevator Daily Status Report (**See Attachment 7**) shall include the location the activity took place, the specific asset at the location, the time the call was received by the Contractor; the time the call was responded to by the assigned mechanic, the time the elevator was returned to service, the trouble that was called in and how the call was resolved. This record will be used for the approval of invoices for both maintenance and extra billing. The Contractor shall also send a copy of the report to LIRR's Power Director, if so, directed by LIRR's Project Manager or Designee.

The Contractor's account manager/ supervisor assigned to LIRR Contract shall attend a monthly Progress Meeting at a LIRR Facility for the purpose of evaluating the performance of their work.

Incident Reports

In the event of an incident; entrapments, slips, trips, falls, pinch points, injuries and or reported problems with the elevator operation, upon notification, the Contractor shall respond immediately to the site, shut down the elevator and investigate the incident. Contractor shall respond within an hour and perform at a minimum, but not limited to, all applicable post incident tasks listed in the Elevator Incident Report / Checklist (**Attachment 5**).

The Contractor shall provide a detailed written report to LIRR of the incident that has occurred on any elevator. This report must include date, time, nature of the incident, person(s) involved in the incident what was investigated, specific tests performed, any malfunctioned parts, any noted defects, any/all corrective action taken and the time the unit was put back in service. All Incident Reports shall be sent to LIRR's Project Manager or Designee no later than 24 hours after the incident.

Safety

The Contractor shall in the performance of the Work, take, use, provide and make all proper, necessary and enough precautions, safeguards and protection against the occurrence or happening of any accidents, injuries, and damages to any person or property.

Employees must wear PPE, at a minimum, hard hat, safety glasses, tearaway reflective vest, and safety shoes while working on LIRR property or on the right-of-way.

Material Safety Data Sheets (MSDS) of oils, chemicals, etc. that the Contractor intend to use must be submitted to LIRR for review and approval.

Contractor shall follow all applicable safety regulations including but not limited to OSHA regulations and LIRR safety rules and regulations.

Security Requirements

The Contractor and its employees shall comply with MTA LIRR Security Sensitive Information (SSI) policy and ensure that the Contractor and all employees who require access to Security Sensitive Information have executed an appropriate MTA SSI Non-Disclosure Agreement (**See Appendix F**).

The Contractor and its employees shall comply with the MTA LIRR Office of Security's Site Security Requirements (**See Appendix E**).

Each individual working for the Contractor shall be issued a LIRR ID and Access Card by the Office of Security. Each candidate will submit appropriate MTA employment and resume verification documentation to verify resume, education background and employment for the past two years.

Billable Issues

After hours service calls and repairs (labor costs) are billable in accordance with the terms specified in the Contract Price Schedule. After hours service requests are defined as work performed before or after normal business hours.

Any maintenance or repair work required as a result of external factors such as vandalism, accidents, fire or water shall be considered Additional Work, and shall be compensated as per the price schedule. As such, the price(s) submitted for this Contract shall include the cost of all labor, equipment and material and any other costs incidental thereto.

The Contractor shall not respond to any request for standby assistance at special events without the prior approval of LIRR's Project Manager or Designee.

The Contractor shall not be reimbursed for any parts not supported by manufacturers or suppliers' invoice(s), work tickets with description of the work, mechanics signature on work tickets and mechanics sign in and sign out at the jobsite. All billable parts shall be priced at the Contractor's cost plus 10%.

Overtime for Major Repair Projects: During the term of the Contract, LIRR may authorize the Contractor to use overtime in order to expedite major repairs. This authorization shall be granted only in those instances where LIRR has decided that such action is in the overall best interest of LIRR. The Contractor shall use the contractual overtime rates in effect for all overtime work that has been pre-approved.

Invoicing

The Contractor shall provide to LIRR Elevators and Elevators Operations Center (EEOC):

Detailed electronic Work Tickets;
Certified Payroll to support labor hours being invoiced;
Detailed Invoices with supporting documentation;
MS Excel Spreadsheet detailing all charges being billed (**See Attachment 8**).

WORK TICKETS - The LIRR requires that all work tickets, reports, checklists, or any other documentation be in electronic format. LIRR requires that all monthly work tickets, reports, checklists, or any other documentation generated as a result of work performed, shall be submitted to LIRR's EEOC personnel within the first two weeks of the following month. All work tickets must be detailed (with dates, hours, detail of work performed, location, and names of contractor's employees with identifying company ID # who performed work). Each work ticket must have a unique, sequential identifying number, designated by the Contractor.

CERTIFIED PAYROLL - All invoices submitted for payment of labor hours for Work performed must include Certified Payroll as back up documentation to support labor hours invoiced and must be submitted in chronological order behind pertinent work tickets. Failure to submit Certified Payroll documentation may result in the rejection, delay or non-processing of invoices for payment.

DETAILED INVOICES - Invoices must be submitted within at least one (1) month of the work completion, unless otherwise specified by the LIRR's Project Manager or Designee. Invoices will not be considered complete and proper, until all the necessary documentation is completed and submitted to LIRR's Project Manager or Designee for review and approval. All invoices must be detailed, stating details of work performed, dates of work performed, the number of hours being billed (broken down by Engineer,

Engineer OT, Leading Mechanic/Adjuster, Leading Mechanic/ Adjuster OT Mechanic, Mechanic OT, Helpers/Apprentice, and Helper/Apprentice OT) and itemized totals for each job. The Contractor is prohibited from performing work outside of normal business hours without obtaining prior approval from LIRR Project Manager or Designee. LIRR is not obligated to pay for work performed by Contractor's employees outside of normal business hours (overtime work activities) without prior approval by LIRR Project Manager or Designee. Materials being invoiced for reimbursement must be itemized in detail and must include the Contractor's supplier's actual invoice (NOT estimate or quote) as documentation for the invoice file.

EXCEL SPREADSHEET - In addition to the work tickets, certified payroll, and detailed invoices, the Contractor's invoice package submitted for payment must include a separate MS Excel spreadsheet (**See Attachment 8**) with the following information:

Work Ticket #
Date
Location
Unit serviced
Description of work performed
Contractor's Employees' names who worked on the job
Mechanic labor hours and rates
Mechanic Overtime labor hours and rates
Apprentice labor hours and rates
Apprentice Overtime hours and rates
Total for Labor Invoiced
Detailed Material Description being invoiced for reimbursement
Material Price
Total being invoiced per job.

Failure to comply with the TSOW will be considered a violation of the contract.

ATTACHMENTS:

- 1. LIRR Elevator Equipment Listing**
- 2. LIRR Holiday Schedule**
- 3. Hydraulic Elevator Maintenance Checklist**
- 4. Traction Elevator Maintenance Checklist**
- 5. Checklist for Inspection of Hydraulic Elevators**
- 6. Checklist for Inspection of Electric Elevators**
- 7. Elevator Incident Report**
- 8. Recommended Inspection and Test Interval in "Months"**
- 9. Elevator Daily Status Report**
- 10. MS Excel Template to be Used for Invoicing**
- 11. Traction Elevator Maintenance Procedures**
- 12. Hydraulic Elevator Maintenance Procedures**

- END OF TSOW -

ATTACHMENT 1

LIRR Elevator Equipment Listing

Order	Elevator	Order	Elevator	Order	Elevator
1	Arch Street #1	41	Hillside Facility Frt 3 #8	81	Penn Station CEN-ELV-P11
2	Arch Street #2	42	Hillside Facility Motor Sh Frt-#9	82	Penn Station CEN-ELV-P-7
3	Atlantic Terminal #1	43	Hillside Facility Tin Shop Frt -#10	83	Penn Station CEN-ELV-P-8
4	Atlantic Terminal #2	44	Hillside Facility UCC Freight-#11	84	Penn Station CEN-ELV-P-9
5	Atlantic Terminal Lift #3	45	Hollis A	85	Queens Village A
6	Atlantic Yard	46	Hollis B	86	Queens Village B
7	Auburndale	47	Hunters Point Avenue	87	Queens Yard/ESA
8	Babylon A1	48	Jamaica (F&A) – Eyegate	88	Rockville Centre
9	Babylon A2	49	Jamaica Corp (1)	89	Ronkonkoma Elev A
10	Babylon B1	50	Jamaica Corp (2)	90	Ronkonkoma Elev B
11	Babylon B2	51	Jamaica Freight (A)	91	Ronkonkoma Elev C
12	Baldwin	52	Jamaica Freight (B)	92	Ronkonkoma Garage #1
13	Bellerose	53	Jamaica Freight (C)	93	Ronkonkoma Garage #2
14	Bellmore	54	Jamaica Freight (D)	94	Rosedale
15	Belmont A	55	Jamaica Freight (E)	95	Seaford
16	Belmont B	56	Jamaica Platform F	96	St. Albans
17	Carle Place A	57	Locust Manor A	97	Valley Stream
18	Carle Place B	58	Locust Manor B	98	Wantagh
19	Copague	59	Lynbrook (A)	99	West Side Yard #1 (WSY #1)
20	Floral Park A	60	Lynbrook (B)	100	West Side Yard #2 (WSY #2)
21	Floral Park B	61	Massapequa	101	West Side Yard #3 (WSY #3)
22	Floral Park C	62	Merillon Ave A	102	Westbury A
23	Flushing (A)	63	Merillon Ave B	103	Westbury B
24	Flushing (B)	64	Merrick	104	Westbury North Garage #1
25	Forest Hills A	65	Mets-Willets Point A	105	Westbury North Garage #2
26	Forest Hills B	66	Mets-Willets Point B	106	Woodside 415X
27	Freeport	67	Mid-Suffolk Yard	107	Woodside 416X
28	Great Neck (A)	68	Mineola A	108	Woodside 417X
29	Great Neck (B)	69	Mineola B	109	Woodside 418X
30	Hicksville (A1)	70	Mineola Garage #1 (North)	110	Woodside 419X
31	Hicksville (A2)	71	Mineola Garage #2 (South)	111	Wyandanch A
32	Hicksville (B2)	72	Morris Park Diesel Shop	112	Wyandanch B
33	Hicksville(B1)	73	Morris Park Freight	113	Wyandanch Garage #1
34	Hillside Facility Pass #1	74	Murray Hill (A)	114	Wyandanch Garage #2
35	Hillside Facility Pass #2	75	Murray Hill (B)	115	Wyandanch Garage #3
36	Hillside Facility Pass #3	76	Nostrand Ave.(A)		
37	Hillside Facility Pass #4	77	Nostrand Ave.(B)		
38	Hillside Facility Pass #5	78	Penn Station (Frt)		
39	Hillside Facility AGV #6	79	Penn Station 34S-ELV-P34		
40	Hillside Facility AGV #7	80	Penn Station CEN-ELV-P10		

116	Elmont A
117	Elmont B
118	Murray Hill A
119	Murray Hill B
120	Nostrand Ave A
121	Nostrand Ave B
122	Cold Spring Harbor A
123	Cold Spring Harbor B

ATTACHMENT 2

Holiday Schedule

Holiday Observed	Agency
New Year's Day	LIRR
Martin Luther King Jr. Day	LIRR
President's Day	LIRR
Good Friday	LIRR
Memorial Day	LIRR
Independence Day	LIRR
Labor Day	LIRR
Columbus Day	LIRR
Election Day	LIRR
Thanksgiving Day	LIRR
Friday After Thanksgiving	LIRR
Christmas Day	LIRR

ATTACHMENT 3 **Hydraulic Elevator Maintenance Checklist**

Location: _____ Machine # _____ Date _____

Notes: Check ✓ Boxes Below

		Acceptable	Unacceptable	Comments / Repairs / NA
1	Machine Room: Housekeeping	<input type="checkbox"/>	<input type="checkbox"/>	
2	Machine Room: Controller	<input type="checkbox"/>	<input type="checkbox"/>	
3	Machine Room: Power Unit	<input type="checkbox"/>	<input type="checkbox"/>	
4	Machine Room: Control Valve	<input type="checkbox"/>	<input type="checkbox"/>	
5	Machine Room: High Pressure Piping & Fittings	<input type="checkbox"/>	<input type="checkbox"/>	
6	Machine Room: Auxiliary Equipment	<input type="checkbox"/>	<input type="checkbox"/>	
7	Machine Room: Ventilation	<input type="checkbox"/>	<input type="checkbox"/>	
8	Machine Room: Elevator Emergency Power	<input type="checkbox"/>	<input type="checkbox"/>	
9	Machine Room: Lighting	<input type="checkbox"/>	<input type="checkbox"/>	
10	Doors: Bumper/Astragals	<input type="checkbox"/>	<input type="checkbox"/>	
11	Battery Lowering Device	<input type="checkbox"/>	<input type="checkbox"/>	
12	Car: Car Lighting	<input type="checkbox"/>	<input type="checkbox"/>	
13	Car: Emergency Lighting	<input type="checkbox"/>	<input type="checkbox"/>	
14	Car: Car Ventilation	<input type="checkbox"/>	<input type="checkbox"/>	
15	Car: Car Alarm	<input type="checkbox"/>	<input type="checkbox"/>	
16	Car: Car Communication	<input type="checkbox"/>	<input type="checkbox"/>	
17	Car: Car Operating Panel	<input type="checkbox"/>	<input type="checkbox"/>	
18	Car: Ride and Observe	<input type="checkbox"/>	<input type="checkbox"/>	
19	Car: Car Sills	<input type="checkbox"/>	<input type="checkbox"/>	
20	Car: Inspection	<input type="checkbox"/>	<input type="checkbox"/>	
21	Car: Stop Switch	<input type="checkbox"/>	<input type="checkbox"/>	
22	Car: Door Reopening Device	<input type="checkbox"/>	<input type="checkbox"/>	
23	Car: Door Restrictor (Zone Lock)	<input type="checkbox"/>	<input type="checkbox"/>	
24	Car: Car Door Clearances	<input type="checkbox"/>	<input type="checkbox"/>	
25	Car: Hoist way Door Guides	<input type="checkbox"/>	<input type="checkbox"/>	
26	Car: Hoist way Door Release Roller to Car Sill	<input type="checkbox"/>	<input type="checkbox"/>	
27	Car: Car door overlap	<input type="checkbox"/>	<input type="checkbox"/>	
28	Landings: Door Release Rollers and Door Bucks	<input type="checkbox"/>	<input type="checkbox"/>	
29	Landings: Landing Sills	<input type="checkbox"/>	<input type="checkbox"/>	
30	Doors: Hoist way/Car Door Operation	<input type="checkbox"/>	<input type="checkbox"/>	
31	Landings: Firemen's Service	<input type="checkbox"/>	<input type="checkbox"/>	
32	Doors: Vision Panels	<input type="checkbox"/>	<input type="checkbox"/>	
33	Landings: Hall Station	<input type="checkbox"/>	<input type="checkbox"/>	
34	Landings: Position Indicator	<input type="checkbox"/>	<input type="checkbox"/>	
35	Landings: Access Switches	<input type="checkbox"/>	<input type="checkbox"/>	
36	Car: Door Operator	<input type="checkbox"/>	<input type="checkbox"/>	
37	Car: Car Door Hangers and Tracks	<input type="checkbox"/>	<input type="checkbox"/>	
38	Car: Car Door Eccentric Rollers	<input type="checkbox"/>	<input type="checkbox"/>	
39	Car: Toe Guards	<input type="checkbox"/>	<input type="checkbox"/>	
40	Car: Car Door Guides/Gibbs	<input type="checkbox"/>	<input type="checkbox"/>	
41	Car: Car Door Clutch to Hoist way Sills Clearance	<input type="checkbox"/>	<input type="checkbox"/>	
42	Car: Door Closing Force	<input type="checkbox"/>	<input type="checkbox"/>	

Attachment 3

Hydraulic Preventive Maintenance Checklist

Location: _____

Machine # _____

Date _____

Notes: Check ☒ Boxes Below

		Acceptable	Unacceptable	Comments/ Repairs / NA
43	Car: Car Door Gate Switch	<input type="checkbox"/>	<input type="checkbox"/>	
44	Car: Stop Rollers	<input type="checkbox"/>	<input type="checkbox"/>	
45	Hoistway Doors: Hoistway Door Interlocks	<input type="checkbox"/>	<input type="checkbox"/>	
46	Hoistway Doors: Hoistway Door Clearances	<input type="checkbox"/>	<input type="checkbox"/>	
47	Hoistway Doors: Hoistway Door Closer	<input type="checkbox"/>	<input type="checkbox"/>	
48	Top of Car: Inspection	<input type="checkbox"/>	<input type="checkbox"/>	
49	Top of Car: Stop Switch	<input type="checkbox"/>	<input type="checkbox"/>	
50	Top of Car: Emergency Escape Hatch	<input type="checkbox"/>	<input type="checkbox"/>	
51	Top of Car: Lighting	<input type="checkbox"/>	<input type="checkbox"/>	
52	Hoistway: Normal Limit (Top)	<input type="checkbox"/>	<input type="checkbox"/>	
53	Hoistway: Final Limit (Top)	<input type="checkbox"/>	<input type="checkbox"/>	
54	Hoistway: Limit Switches (Top)	<input type="checkbox"/>	<input type="checkbox"/>	
55	Hoistway: Guide Rails	<input type="checkbox"/>	<input type="checkbox"/>	
56	Hoistway: Fascia/Dust Covers	<input type="checkbox"/>	<input type="checkbox"/>	
57	Car: Guide Rollers/Shoes	<input type="checkbox"/>	<input type="checkbox"/>	
58	Hoistway: Hoistway Leveling Devices	<input type="checkbox"/>	<input type="checkbox"/>	
59	Hoistway: Hoistway Door Hangers and Tracks	<input type="checkbox"/>	<input type="checkbox"/>	
60	Top of Car: Housekeeping	<input type="checkbox"/>	<input type="checkbox"/>	
61	Hoistway: Hoistway Door Overlap	<input type="checkbox"/>	<input type="checkbox"/>	
62	Hoistway: Sheaves	<input type="checkbox"/>	<input type="checkbox"/>	
63	Hoistway: Governor (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	
64	Hoistway: Hoist Ropes (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	
65	Car: Car Safeties (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	
66	Hoistway: Hoistway Eccentric Rollers	<input type="checkbox"/>	<input type="checkbox"/>	
67	Hoistway: Release Roller and Clutch Engagement	<input type="checkbox"/>	<input type="checkbox"/>	
68	Pit: Pit Inspection	<input type="checkbox"/>	<input type="checkbox"/>	
69	Hoistway: Traveling Cables	<input type="checkbox"/>	<input type="checkbox"/>	
70	Hoistway: Normal Limit (Bottom)	<input type="checkbox"/>	<input type="checkbox"/>	
71	Hoistway: Final Limit (Bottom)	<input type="checkbox"/>	<input type="checkbox"/>	
72	Hoistway: Limit Switches (Bottom)	<input type="checkbox"/>	<input type="checkbox"/>	
73	Pit: Buffers	<input type="checkbox"/>	<input type="checkbox"/>	

Remarks/Additional Assignments:

Print Name - Mechanic(s) / Helper(s) /	Signature	Date

Location:

Acceptable

Unacceptable

Comments / Repairs / NA

Notes: Check | Boxes Below

Attachment No 4 – Traction Elevator Maintenance Checklist

1		Machine Room: Housekeeping	<input type="checkbox"/>	<input type="checkbox"/>	
2		Machine Room: Controller	<input type="checkbox"/>	<input type="checkbox"/>	
3		Machine Room: Hoisl Molar	<input type="checkbox"/>	<input type="checkbox"/>	
4		Machine Room: Drive Machine Brake	<input type="checkbox"/>	<input type="checkbox"/>	
5		Machine Room: Hoisl Motor Gear Assembly (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	
6		Hoislway/Machine Room: Governor	<input type="checkbox"/>	<input type="checkbox"/>	
7		Machine Room: Ventilation	<input type="checkbox"/>	<input type="checkbox"/>	
8		Machine Room: Emergency Power	<input type="checkbox"/>	<input type="checkbox"/>	
9		Machine Room: Lighting	<input type="checkbox"/>	<input type="checkbox"/>	
10		Doors: Bumpers/Asragals	<input type="checkbox"/>	<input type="checkbox"/>	
11		Car: Car Lighting	<input type="checkbox"/>	<input type="checkbox"/>	
12		Car: Emergency Lighting	<input type="checkbox"/>	<input type="checkbox"/>	
13		Car: Car Ventilation	<input type="checkbox"/>	<input type="checkbox"/>	
14		Car: Car Alarm	<input type="checkbox"/>	<input type="checkbox"/>	
15		Car: Car Communication	<input type="checkbox"/>	<input type="checkbox"/>	
16		Car: Car Operating Panel	<input type="checkbox"/>	<input type="checkbox"/>	
17		Car: Cab Interior/Ride	<input type="checkbox"/>	<input type="checkbox"/>	
18		Car: Car Sills	<input type="checkbox"/>	<input type="checkbox"/>	
19		Car: Inspection	<input type="checkbox"/>	<input type="checkbox"/>	
20		Car: Slop Switch	<input type="checkbox"/>	<input type="checkbox"/>	
21		Car: Door Reopening Device	<input type="checkbox"/>	<input type="checkbox"/>	
22		Car: Car Door Opening RestJiclion	<input type="checkbox"/>	<input type="checkbox"/>	
23		Car: Door Clearances	<input type="checkbox"/>	<input type="checkbox"/>	
24		Hoislway: Door Guides/Gibbs	<input type="checkbox"/>	<input type="checkbox"/>	
25		Hoistway: Door Release Roller to Car Sill	<input type="checkbox"/>	<input type="checkbox"/>	
26		Car: Car Door overlap	<input type="checkbox"/>	<input type="checkbox"/>	
27		Hoistway: Landing Sills	<input type="checkbox"/>	<input type="checkbox"/>	
28		Doors: Hoistway/Car Door Operation	<input type="checkbox"/>	<input type="checkbox"/>	
29		Landings: Firemen's Service (Phases I and II)	<input type="checkbox"/>	<input type="checkbox"/>	
30		Doors: Vision Panels and Sight Guards	<input type="checkbox"/>	<input type="checkbox"/>	
31		Landings: Han Station	<input type="checkbox"/>	<input type="checkbox"/>	
32		Landings: Position Indicator	<input type="checkbox"/>	<input type="checkbox"/>	
33		Car: Door Operator	<input type="checkbox"/>	<input type="checkbox"/>	
34		Car: Stop Rollers	<input type="checkbox"/>	<input type="checkbox"/>	
35		Landing: Access Switch	<input type="checkbox"/>	<input type="checkbox"/>	
36		Car: Car Door Hangers and Tracks	<input type="checkbox"/>	<input type="checkbox"/>	
37		Car: Car Door Eccentric Rollers	<input type="checkbox"/>	<input type="checkbox"/>	
38		Car: Toe Guards	<input type="checkbox"/>	<input type="checkbox"/>	
39		Car: Car Door Guides	<input type="checkbox"/>	<input type="checkbox"/>	
40		Car: Door Closing Force	<input type="checkbox"/>	<input type="checkbox"/>	

Machine#Date**Traction Elevator Maintenance**Location:*Notes: Check Boxes Below***Acceptable****Unacceptable****Comments / Repairs / NA**

41	Car: Car Door Clutch to Hoistway Sills Clearance	<input type="checkbox"/>	<input type="checkbox"/>	
42	Car: Car Door Gate Switch	<input type="checkbox"/>	<input type="checkbox"/>	
43	Hoistway: Hoistway Door Closer	<input type="checkbox"/>	<input type="checkbox"/>	
44	Hoistway: Hoistway Door Clearances	<input type="checkbox"/>	<input type="checkbox"/>	
45	Hoistway: Hoistway Door Interlocks	<input type="checkbox"/>	<input type="checkbox"/>	
46	Top of Car: Inspection	<input type="checkbox"/>	<input type="checkbox"/>	
47	Top of Car: Stop Button	<input type="checkbox"/>	<input type="checkbox"/>	
48	Top of Car: Emergency Escape Hatch	<input type="checkbox"/>	<input type="checkbox"/>	
49	Top of Car: Lighting	<input type="checkbox"/>	<input type="checkbox"/>	
50	Hoistway: Normal Limit (Top)	<input type="checkbox"/>	<input type="checkbox"/>	
51	Hoistway: Final Limit (Top)	<input type="checkbox"/>	<input type="checkbox"/>	
52	Hoistway: Limit Switches (Top)	<input type="checkbox"/>	<input type="checkbox"/>	
53	Hoistway: Guide Rails	<input type="checkbox"/>	<input type="checkbox"/>	
54	Hoistway: Fascia/Dust Covers	<input type="checkbox"/>	<input type="checkbox"/>	
55	Car: Car-Guide Rollers/Shoes	<input type="checkbox"/>	<input type="checkbox"/>	
56	Hoistway: Counterweight Rollers/Shoes	<input type="checkbox"/>	<input type="checkbox"/>	
57	Hoistway: Hoistway Eccentric Rollers	<input type="checkbox"/>	<input type="checkbox"/>	
58	Door: Release Roller and Clutch Engagement	<input type="checkbox"/>	<input type="checkbox"/>	
59	Hoistway: Leveling Devices	<input type="checkbox"/>	<input type="checkbox"/>	
60	Hoistway: Doors Hangers and Tracks	<input type="checkbox"/>	<input type="checkbox"/>	
61	Hoistway: Hoist Ropes	<input type="checkbox"/>	<input type="checkbox"/>	
62	Car: Car Safety	<input type="checkbox"/>	<input type="checkbox"/>	
63	Hoistway: Counterweight	<input type="checkbox"/>	<input type="checkbox"/>	
64	Car: Housekeeping	<input type="checkbox"/>	<input type="checkbox"/>	
65	Hoistway: Door Overlap	<input type="checkbox"/>	<input type="checkbox"/>	
66	Hoistway: Sheaves	<input type="checkbox"/>	<input type="checkbox"/>	
67	Pit: Inspection	<input type="checkbox"/>	<input type="checkbox"/>	
68	Pit: Compensating Sheave	<input type="checkbox"/>	<input type="checkbox"/>	
69	Hoistway: Traveling Cables	<input type="checkbox"/>	<input type="checkbox"/>	
70	Hoistway: Normal Limit (Bottom)	<input type="checkbox"/>	<input type="checkbox"/>	
71	Hoistway: Final Limit Switches (Bottom)	<input type="checkbox"/>	<input type="checkbox"/>	
72	Hoistway-Counterweight Swellness (Bottom)	<input type="checkbox"/>	<input type="checkbox"/>	
73	Hoistway: Buffers	<input type="checkbox"/>	<input type="checkbox"/>	

Remarks/Additional Assignments:

Print Name - Mechanic(s) / Helper(s) /	Signature	Date

ATTACHMENT 5

CHECKLIST FOR INSPECTION OF HYDRAULIC ELEVATORS

GENERAL NOTES:

(a) OK = meets requirements; NG = insert number to identify comment on back of this

Checklist; NA = not applicable.

Address:

D Routine inspection and test
D Periodic inspection and test
D Acceptance inspection and test

ID No:

Code Edition:

Inspected by: _____
Print

Passenger

Rated load:

Signature:

Date:

D Freight class

Speed: _____

OEI No:

Certifying organization: _____

	OK	NG	NA		OK	NG	NA
1 ELEVATOR — INSIDE OF CAR				2.36 Hydraulic cylinders	0	0	0
1.1 Door reopening device	0	0	0	2.37 Pressure switch	0	0	0
1.2 Stop switches	0	0	0	2.38 Roped water hydraulic elevators	0	0	0
1.3 Operating control devices	0	0	0	2.39 Low oil protection	0	0	0
1.4 Sills and car floor	0	0	0	2.40 Inspection control	0	0	0
1.5 Car lighting and receptacles	0	0	0	2.41 Maintenance records	0	0	0
1.6 Car emergency signal	0	0	0	2.42 Static control	0	0	0
1.7 Car door or gate	0	0	0				
1.8 Door closing force	0	0	0	3 ELEVATOR — TOP OF CAR			
1.9 Power closing of doors or gates	0	0	0	3.1 Top-of-car stop switch	0	0	0
1.10 Power opening of doors or gates	0	0	0	3.2 Car top light and outlet	0	0	0
1.11 Car vision panels and glass car doors	0	0	0	3.3 Top-of-car operating device	0	0	0
1.12 Car enclosure	0	0	0	3.4 Top-of-car clearance, refuge space, and standard railing	0	0	0
1.13 Emergency exit	0	0	0	3.5 Normal terminal stopping devices	0	0	0
1.14 Ventilation	0	0	0	3.6 Final and emergency terminal stopping devices	0	0	0
1.15 Signs and operating device symbols	0	0	0	3.7 Car leveling and anticreep devices Top	0	0	0
1.16 Rated load, platform area, and data plate	0	0	0	3.8 emergency exit	0	0	0
1.17 Standby power operation	0	0	0	3.9 Floor and emergency identification	0	0	0
1.18 Restricted opening of car or hoistway doors	0	0	0	numbering Hoistway			
1.19 Car ride	0	0	0	3.10 construction	0	0	0
2 ELEVATOR — MACHINE ROOM				3.11 Hoistway smoke control	0	0	0
2.1 Access to machine space	0	0	0	3.12 Pipes, wiring, and ducts	0	0	0
2.2 Headroom	0	0	0	3.13 Windows, projections, recesses, and setbacks	0	0	0
2.3 Lighting and receptacles	0	0	0	3.14 Hoistway clearances	0	0	0
2.4 Machine space	0	0	0	3.15 Multiple hoistways	0	0	0
2.5 Housekeeping	0	0	0	3.16 Traveling cables and junction boxes	0	0	0
2.6 Ventilation	0	0	0	3.17 Door and gate equipment	0	0	0
2.7 Fire extinguisher	0	0	0	3.18 Car frame and stiles	0	0	0
2.8 Pipes, wiring, and ducts	0	0	0	3.19 Guide rails fastenings and equipment	0	0	0
2.9 Guarding of exposed auxiliary equipment	0	0	0	3.20 Governor rope	0	0	0
2.10 Numbering of elevators, machines, and disconnect switches	0	0	0	3.21 Governor releasing carrier	0	0	0
2.11 Disconnecting means and control	0	0	0	3.22 Wire rope fastening and hitch plate	0	0	0
2.12 Controller wiring, fuses, grounding, etc.	0	0	0	3.23 Suspension rope	0	0	0
2.13 Governor, overspeed switch, and seal	0	0	0	3.27 Crosshead data plate and rope data tags	0	0	0
2.14 Code data plate	0	0	0	3.28 Counterweight and counterweight buffer	0	0	0
2.30 Hydraulic power unit	0	0	0	3.29 Counterweight safeties	0	0	0
2.31 Relief valves	0	0	0	3.30 Speed test	0	0	0
2.32 Control valve	0	0	0	3.31 Slack rope device — roped-hydraulic elevators installed under A17.1b-1989 and later editions	0	0	0
2.33 Tanks	0	0	0				
2.34 Flexible hydraulic hose and fitting assemblies	0	0	0	3.32 Traveling sheave — roped-hydraulic elevators installed under A17.1b-1989 and later editions	0	0	0
2.35 Supply line and shutoff valve	0	0	0				

CHECKLIST FOR INSPECTION OF HYDRAULIC ELEVATORS (Back)

	OK	NG	NA		OK	NG	NA
4 ELEVATOR - OUTSIDE HOISTWAY				5.5			
4.1 Car platform guard	D	D	D	5.6 Governor-rope tension device	D	D	D
4.2 Hoistway doors	D	D	D	5.7 Car frame and platform	D	D	D
4.3 Vision panels	D	D	D	5.8 Car safeties and guiding members -	D	D	D
4.4 Hoistway door locking devices	D	D	D	including roped-hydraulic elevators			
4.5 Access to hoistway	D	D	D	installed under A17.1b- 1989 and later			
4.6 Power closing of hoistway doors	D	D	D	editions			
4.7 Sequence operation	D	D	D	5.11 Plunger and cylinder	D	D	D
4.8 Hoistway enclosure	D	D	D	5.12 Car buffer	D	D	D
4.9 Elevator parking device	D	D	D	5.13 Guiding members	D	D	D
4.10 Emergency doors in blind hoistways	D	D	D	5.14 Supply piping	D	D	D
4.12 Standby power selection switch	D	D	D	6 ELEVATOR- FIREFIGHTERS' SERVICE			
4.13 Inspection control	D	D	D	6.1 D A17.1b-1973 through A17.1b-1980	D	D	D
5 ELEVATOR- PIT				6.2 D A17.1-1981 through A17.1b- 1983	D	0	0
5.1 Pit access, lighting, stop switch, and	D	0	D	6.3 D A17.1-1984 through A17.1a-1988 and	D	D	D
condition				A17.3			
5.2 Bottom clearance, runby, and minimum	D	0	D	6.4 D A17.1b-1989 through A17.1d-2000	D	D	D
refuge space							
5.4 Normal terminal stopping devices	D	D	D				

Comments:

Attachment 6

CHECKLIST FOR INSPECTION OF ELECTRIC ELEVATORS

GENERAL NOTES:

(a) OK = meets requirements; NG = insert number to identify comment on back of this Checklist; NA = not applicable.

Address: _____

ID No: _____

Passenger _____ Rated load: _____
 D Freight class _____ Speed: _____

D Routine inspection and test
 D Periodic inspection and test
 D Acceptance inspection and test

Code Edition: _____

Inspected by: _____

Signature: _____ Date: _____

QEI No: _____ Certifying organization: _____

	OK	NG	NA		OK	NG	NA
ELEVATOR - INSIDE OF CAR				2.21	0	0	0
1.1 Door reopening device	0	0	0	2.22 generator	0	0	0
1.2 Stop switches	0	0	0	2.23 Absorption of regenerated power	0	0	0
1.3 Operating control devices	0	0	0	2.24 AC drives from a DC source Traction	0	0	0
1.4 Sills and car floor	0	0	0	2.25 sheaves	0	0	0
1.5 Car lighting and receptacles	0	0	0	2.26 Secondary and deflector sheaves	0	0	0
1.6 Car emergency signal	0	0	0	2.27 Rope fastenings	0	0	0
1.7 Car door or gate	0	0	0	2.28 Terminal stopping devices	0	0	0
1.8 Door closing force	0	0	0	2.29 Car and counterweight safeties	0	0	0
1.9 Power closing of doors or gates	0	0	0	2.39 Low oil protection	0	0	0
1.10 Power opening of doors or gates	0	0	0	2.40 Inspection control	0	0	0
1.11 Car vision panels and glass car doors	0	0	0	2.41 Maintenance records	0	0	0
1.12 Car enclosure	0	0	0	2.42 Static control	0	0	0
1.13 Emergency exit	0	0	0				
1.14 Ventilation	0	0	0	ELEVATOR-TOP OF CAR			
1.15 Signs and operating device symbols	0	0	0	3.1 Top-of-car stop switch	0	0	0
1.16 Rated load, platform area, and data plate	0	0	0	3.2 Car top light and outlet	0	0	0
1.17 Standby power operation	0	0	0	3.3 Top-of-car operating device	0	0	0
1.18 Restricted opening of car or hoistway doors	0	0	0	3.4 Top-of-car clearance, refuge space, and standard railing	0	0	0
1.19 Car ride	0	0	0	3.5 Normal terminal stopping devices	0	0	0
2 ELEVATOR-MACHINE ROOM				3.6 Final and emergency terminal stopping devices	0	0	0
2.1 Access to machine space	0	0	0	3.7 Car leveling and anticreep devices	0	0	0
2.2 Headroom	0	0	0	3.8 Top emergency exit	0	0	D
2.3 Lighting and receptacles	0	0	0	3.9 Floor and emergency identification numbering	0	D	D
2.4 Machine space	0	0	0	3.10 Hoistway construction	D	0	D
2.5 Housekeeping	0	0	0	3.11 Hoistway smoke control	0	D	0
2.6 Ventilation	0	D	0	3.12 Pipes, wiring, and ducts	0	0	0
2.7 Fire extinguisher	0	0	D	3.13 Windows, projections, recesses, and setbacks	0	0	0
2.8 Pipes, wiring, and ducts	0	0	0	3.14 Hoistway clearances	0	0	0
2.9 Guarding of exposed auxiliary equipment	0	0	0	3.15 Multiple hoistways	0	0	0
2.10 Numbering of elevators, machines, and disconnect switches	0	0	0	3.16 Traveling cables and junction boxes	0	D	D
2.11 Disconnecting means and control	0	0	D	3.17 Door and gate equipment	0	0	0
2.12 Controller wiring, fuses, grounding, etc.	0	0	D	3.18 Car frame and stiles	0	0	0
2.13 Governor, overspeed switch, and seal	0	0	0	3.19 Guide rails fastening and equipment	0	0	0
2.14 Code data plate	0	0	0	3.20 Governor rope	0	0	0
2.15 Static control	0	0	0	3.21 Governor releasing carrier	0	0	0
2.16 Overhead beam and fastenings	0	0	D	3.22 Wire rope fastening and hitch plate	0	0	0
2.17 Drive machine brake	0	0	0	3.23 Suspensiori rope	0	0	0
2.18 Traction drive machines	0	0	0	3.24 Top counterweight clearance	0	0	0
2.19 Gears, bearings, and flexible couplings	0	0	0	3.25 Car, overhead, and deflector sheaves	0	0	0
2.20 Winding drum machine and slack cable	0	0	0				

CHECKLIST FOR INSPECTION OF ELECTRIC ELEVATORS (Back)

		OK	NG	NA			OK	NG	NA
3.26	Broken rope, chain, or tape switch	D	D	D	5.2	Bottom clearance, runby, and minimum refuge space	D	D	D
3.27	Crosshead data plate and rope data tags	D	D	D	5.3	Final and emergency terminal stopping devices	D	D	D
3.28	Counterweight and counterweight buffer	D	D	D					
3.29	Counterweight safeties	D	D	D	5.4	Normal terminal stopping devices	D	D	D
3.33	Compensating ropes and chains	D	D	D					
4	ELEVATOR - OUTSIDE HOISTWAY				5.5	Traveling cables	D	D	D
4.1	Car platform guard	D	D	D	5.6	Governor-rope tension devices	D	D	D
4.2	Hoistway doors	D	D	D	5.7	Car Frame and platform	D	D	D
4.3	Vision panels	D	D	D	5.8	Car safeties and guiding members - including roped-hydraulic elevators installed under A17.1b-1989 and later editions	D	D	D
4.4	Hoistway door locking devices	D	D	D					
4.5	Access to hoistway	D	D	D	5.9	Buffers and emergency terminal speed limiting devices	D	D	D
4.6	Power closing of hoistway doors	D	D	D					
4.7	Sequence operation	D	D	D	5.10	Compensating chains, ropes, and sheaves	D	D	D
4.8	Hoistway enclosure	D	D	D					
4.9	Elevator Parking devices	D	D	D	6 ELEVATOR - FIREFIGHTERS' SERVICE				
4.10	Emergency doors in blind hoistways	D	D	D					
4.11	Separate counterweight hoistway	D	D	D	6.1	A17.1b-1973 through A17.1b-1980	D	D	D
4.12	Standby power selection switch	D	D	D	6.2	A17.1-1981 through A17.1b-1983	D	D	D
4.13	Inspection control	D	D	D	6.3	A17.1-1984 through A17.1a-1988 and A17.3	D	D	D
5	ELEVATOR - PIT				6.4	A17.1b-1989 through A17.1d-2000	D	D	D
5.1	Pit access, lighting, stop switch, and condition	D	D	D					

Comments:

[illegible]

ATTACHMENT 7 - ELEVATOR INCIDENT REPORT

Machine #: _____ Station: _____ Date RTS: _____ Time: _____

Date OOS: _____ Time: _____

Lighting Type: Fluorescent ☐ Incandescent ☐ Other ☐

Condition of Lighting

Outage Code: _____

ACC = Accident FIR = Fire ENT = Entrapment

Action Keys OK = Satisfactory NG = Adjustment Required NA = Not Applicable

No	INSIDE CAR	Key
1	Floor	
2	Enclosures / Glass Panels	
3	Emergency Escape Hatch	
4	Car Doors	
5	Gate Switch	
6	Door Restrictor	
7	Lighting	
8	Operation of Door Operator	
9	Position Indicator	

No	OPERATION	Key
8	Leveling	
9	Acceleration	
10	Deceleration	
11	Brake Action	

No	CAR OPERATING PANEL	Key
12	Car Station Buttons	
13	Inspection Key Switch	
14	Emergency Alarm	
15	Push to Talk System	

No	OUTSIDE OF CAR	LL	IL	UL
16	Hoistway Doors			
17	Electrical Interlock			
18	Mechanical Interlock			
19	Hoistway Enclosures			
20	Landing Sills			
21	Lighting			
22	Hall Station Buttons			
23	Access Switch			
24	Hall Lantern or Indicator			

	MISCELLANEOUS	Key
25	Fault Finder	
26	Fireman's Service Operation	
27	Emergency Battery Backup	
28	Remote Monitoring	

Description of Incident: _____

Report Details/Action Taken: _____

Name _____ **Signature:** _____

Pass No: _____

Passengers Involved: Yes ☐ No ☐

Passenger Name	Address	Age	Sex
1 _____	_____	_____	_____
2 _____	_____	_____	_____
3 _____	_____	_____	_____
4 _____	_____	_____	_____

Witness Name	Address	Age	Sex
1 _____	_____	_____	_____
2 _____	_____	_____	_____
3 _____	_____	_____	_____
4 _____	_____	_____	_____

LIRR Personnel Name	Title	IBM/Employee #
1 _____	_____	_____
2 _____	_____	_____
3 _____	_____	_____

LIRR Report Details - Recommendations/Further Action:

Name: _____

Signature: _____

ATTACHMENT 8

Table N-1

Recommended Inspection and Test Intervals in "Months"

Reference Section	Equipment Type	<u>Periodic Inspections</u>		<u>Category 1</u>		<u>Periodic Tests</u> <u>Category 3</u>		<u>Category 5</u>	
		Requirement	Interval	Requirement	Interval	Requirement	Interval	Requirement	Interval
8.11.2	Electric elevators	8.11.2.1	6	8.6.4.19	12	N/A	N/A	8.6.4.20	60
8.11.3	Hydraulic elevators	8.11.3.1	6	8.6.5.14	12	8.6.5.15	36	8.6.5.16	60
8.11.4	Escalators and moving walks	8.11.4.1	6	8.6.8.15	12	N/A	N/A	N/A	N/A
8.11.5.1	Sidewalk elevators	8.11.2.1, 8.11.3.1	6	8.6.4.19, 8.6.5.14	12	8.6.5.15	36	8.6.4.20, 8.6.5.16	60
8.11.5.2	Private residence elevators	8.11.2.1, 8.11.3.1	12	8.6.4.19, 8.6.5.14	12	8.6.5.15	36	8.6.4.20, 8.6.5.16	60
8.11.5.3	Hand elevators	8.11.2.1	6	8.6.4.19	12	N/A	N/A	8.6.4.20, 8.6.5.16	60
8.11.5.4	Dumbwaiters	8.11.2.1, 8.11.3.1	12	8.6.4.19, 8.6.5.14	12	8.6.5.15	36	8.6.4.20, 8.6.5.16	60
8.11.5.5	Material lifts and dumbwaiters with automatic transfer devices	8.11.2.1, 8.11.3.1	12	8.6.4.19, 8.6.5.14	12	8.6.5.15	36	8.6.4.20, 8.6.5.16	60
8.11.5.6	Special purpose personnel elevators	8.11.2.1, 8.11.3.1	6	8.6.4.19, 8.6.5.14	12	8.6.5.15	36	8.6.4.20, 8.6.5.16	60
8.11.5.7	Inclined elevators	8.11.2.1, 8.11.3.1	6	8.6.4.19, 8.6.5.14	12	8.6.5.15	36	8.6.4.20, 8.6.5.16	60
8.11.5.8	Shipboard elevators	8.11.2.1, 8.11.3.1	6	8.6.4.19, 8.6.5.14	12	8.6.5.15	36	8.6.4.20, 8.6.5.16	60
8.11.5.9	Screw-column elevators	8.11.2.1, 8.11.3.1	6	8.6.4.19, 8.6.5.14	12	8.6.5.15	36	8.6.4.20, 8.6.5.16	60
8.11.5.10	Rooftop elevators	8.11.2.1, 8.11.3.1	6	8.6.4.19, 8.6.5.14	12	8.6.5.15	36	8.6.4.20, 8.6.5.16	60
8.11.5.12	Limited-use/limited-application elevators	8.11.2.1, 8.11.3.1	6	8.6.4.19, 8.6.5.14	12	8.6.5.15	36	8.6.4.20, 8.6.5.16	60
8.11.5.13	Elevators used for construction	8.11.2.1, 8.11.3.1	3	8.6.4.19, 8.6.5.14	12	8.6.5.15	36	8.6.4.20, 8.6.5.16	60

GENERAL NOTE: Factors such as the environment, frequency of usage and type of usage, quality of maintenance, age and condition, remote monitoring (see Table N2), etc., related to the equipment should be taken into account by the authority having jurisdiction prior to establishing the inspection and test intervals. It is recommended that a risk analysis, using the methodology of ISO/TS 14798, be utilized to establish the intervals of inspections and tests for components and systems of the equipment. Where a risk analysis is not performed, the intervals specified in Table N1 are recommended for periodic tests (see 8.6) and periodic inspections (see 8.11).

INTRODUCTION TO MONITORING (TABLE N-2)

Table N-2 is intended to give guidance on the practical application of monitoring for inspections. It is intended to provide information as to where monitoring is or is not practical based on current technology. It is not intended to be all-inclusive or limit the use of monitoring to the identified items.

Monitoring function can be accomplished in two ways.

(a) *Overlay Monitoring.* Overlay monitoring is accomplished by adding a stand-alone monitoring system to an existing elevator installation. This monitoring system would connect to the elevator control system to monitor various signal points and report their status. Using its internal processing the stand-alone monitoring system could determine normal signal status and report any monitored abnormal behavior.

(b) *Integral Monitoring.* Integral monitoring is built into the elevator control system. This allows better access to the functions of the elevator control system. This type of monitoring can report abnormal operation of a more inclusive variety than is practical with the overlay monitoring system.

Both of the above-described systems must conform to all Code requirements when interfacing to elevator/ escalator control points.

The application of monitoring to elevator/ escalator inspection is a practical approach to supplementing on-site inspections.

All elevator/ escalator devices that have an electrical contact can usually be monitored and the operation of the contact can be transmitted to a remote site for storage or viewing. Adding devices that will locally monitor the function and transmit the results to a remote site may also monitor other functions of the elevator/ escalator. Such a device to monitor another function could be a tachometer to monitor the speed of the elevator. This could be set to trigger an alert or message if the device detected an abnormal condition.

The data collected by the monitoring system can be reported to a central data collection and storage site. This communications link can be via the in-car phone or other device. If the in-car phone is used, the monitor reporting modem must be secondary in priority to the communications requirements in 2.27.1.

Table N-2 Guidelines on Use of Monitoring to Provide Inspection Data

(ED)

						1 Device May Be Monitored	Visual [Note (1)]	Inspection	Comments
A17.1/B44	A17.2	Item	3						
2	Periodic Inspection	Electric Elevators							
	8.11.2.1.1	Inside Car							
		2.1	Door Reopening Device			X			Since it does not activate on a regular interval, certain assumptions must be made.
		2.2	Stop Switches			X			
		2.3	Operating Control Devices			X			
		2.4	Car Floor and Landing Sill				X		
		2.5	Car Lighting				X		Could monitor voltage and current.
		2.6	Car Emergency Signal			X			
		2.7	Car Door or Gate				X		
		2.8	Door Closing Force			X			Could monitor current.
		2.9	Power Closing of Doors or Gates			X			This gives insight to door operation.
		2.10	Power Opening of Doors or Gates			X			This gives insight to door operation.
		2.11	Car Vision Panels and Glass Car Doors				X		
		2.12	Car Enclosure				X		
		2.13	Emergency Exit				X		The switch itself could be monitored for actuation.
		2.14	Ventilation				X		Could monitor temperature/air flow switch.
		3.1	Signs and Operating Device Symbols				X		Data Plate
		3.2	Rated Load, Platform Area, and				3.3		Standby or Emergency Power

3.4	Operation Restricted Opening of Car or Hoistway Doors		X
3.5	Car Ride	X	

ATTACHMENT 9

DATE _____

ELEVATOR DAILY STATUS REPORT

[illegible]

PM	Preventative maintenance
LSD	left shutdown
RTS	returned to service
FL/UP	follow up
EST	Estimate
ENTR	Entrapment
SD	shutdown
R/E	Richmond Elevator
K/E	Kone Elevator
N/E	Nouveau Elevator

ATTACHMENT 10
MS Excel Template to be used for INVOICING

Month and Year of Invoice

	Work Ticket #	Date	Location	Unit	Description	Employees' Names	Mech Reg	Rate	Mech OT	Rate	Helper Reg	Rate	Helper OT	Rate	Labor Total	Material Desc.	Material Total	Grand Total
1																		
2																		
3																		
4																		
5																		
6																		
7																		
8																		
9																		
10																		
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41																		
42																		
43																		
44																		
45																		
46																		
47																		
48																		
49																		
50																		
TOTALS:							0		0		0		0		0.00		0.00	0.00

Time	Title	Total Hours	Rate	Total
Regular	Mechanic			0.00
Overtime	Mechanic			0.00
Regular	Helper			0.00
Overtime	Helper			0.00
				0.00

Vendor (Material)	Invoice/ PO #
----------------------	---------------

[illegible]

Material	Cost	Mark-up	Total	Location
----------	------	---------	-------	----------

[illegible]

Grand Total:

ATTACHMENT 11
TRACTION ELEVATOR MAINTENANCE PROCEDURES

1. Machine Room - Housekeeping:

- a) Check the machine room for any water infiltration.
- b) Ensure equipment is protected from the elements.
- c) Empty trash cans remove debris and sweep floor. Ensure machine room floor is free of any oil, grease and dirt.
- d) Check that all maintenance fluids are sealed, identified and stored in an inflammable storage cabinet.
- e) Check that the telephone is operating.
- f) Check that a fire extinguisher is clearly identified in the machine room and is fully charged.

2. Machine Room - Controller:

Operate the elevator in both directions. While standing in front of the elevator control board:

- a) Check that the open-air contacts are making properly (not excessively arcing).
- b) Verify that the fully enclosed relays are making without binding.
- c) Visually inspect ice cube relays for heat damage.
- d) Verify that the relays are not making excessive noise (chatter).
- e) Check the controller wires for fraying, corrosion and heat damage.
- f) Check for the odor of burning or melting electrical components. Investigate the cause and correct the defect as required.
- g) Check control cabinet air conditioner for proper operation.

With Power Off:

- a) Tighten all terminal connections.
- b) Verify that the main line and controller fuses are the same value as recorded on the print.
- c) Clean the controller cabinet.
- d) Replace the controller-mounted air conditioner filter (where provided).

Main Line Voltage:

Measure main line voltages:

- 1) Phase-to-phase
- 2) Phase-to-ground

Current Reading:

With an empty elevator running in the down direction, measure ampere readings on the load side of each phase of the controller main line fuses.

3. Machine Room - Hoist Motor:

With the elevator running, listen and observe the hoist motor for:

- a) Unusual noises. Correct the defect.
- b) Discoloration, mica levels, eccentricity, cleanliness, excessive sparking, and brush chatter on the armature and commutator.
- c) Excessive noise and heat in the motor bearings.

With Power Off:

- a) Grease bearings on hoist motor.
- b) Confirm that the rubber on the encoder roller is intact and is making contact with the brake drum, and that the tension spring is in place. Correct defect.
- c) Visually inspect electrical connections to the brush rigging for heat damage, burn marks and fraying, due to over current or loose connections. Correct defect.

- d) Check that the brushes are moving freely in the brush holder.
- e) Check the wear on the brushes and replace as required. Use the correct brush as replacement. Ensure that the brush is properly seated with the correct pressure against the commutator.
- f) Inspect the field coils and interpoles (if applicable) for damage, insulation breakdown and loose connections. Tighten loose connections, if required.

4. Machine Room - Drive Machine Brake:

With the elevator running:

- a) Check the brake lifts and sets, without delay.
- b) Visually inspect for clearance between the brake pads and drum. The brake pad should not be dragging. If it is dragging, correct the defect.
- c) Check that the brake switches are properly adjusted and secured. Correct the defect as required with the power off.

With Power Off:

- a) Verify that all fasteners are in place (e.g. springs, pivot pins, cotter pins, nuts, etc).
- b) Examine the brake lining for uneven wear.
- c) Clean the brake assembly and lubricate brake pivot points.
- d) Inspect the brake coil for damage, insulation breakdown (if possible) and loose connections. Tighten loose connections, if required.

5. Machine Room - Hoist Motor Gear Assembly (if applicable):

With the car running, observe the operation of the gearbox.

- a) Check the worm shaft for excessive play or backlash, leaking seals, noise and excessive heat.
- b) Observe and verify through access covers that the helical gear is carrying oil and being lubricated.
- c) Check the oil level of the gear case and add lubricant as required.

With Power Off:

Grease bearings.

6. Hoistway/Machine Room - Governor:

- a) Electrically trip the governor switch and confirm that the elevator does not operate. Reset the switch and clean as required. If the switch is not functioning as designed, correct the defect as required.
- b) Grease the governor sheave bearing.
- c) Clean any buildup of dirt and lubricant.
- d) Check the running clearance between the governor rope and the governor jaw.
- e) Check that the governor trip speed calibration seal is intact.

Examine the governor cable for:

- f) A secure attachment at the safety carrier or safety attachment point.
- g) Crown wear, broken strands and a reduced cable diameter.
- h) Dirt and grease contamination. ***ASME codes prohibit any lubrication of the governor cable.***

7. Machine Room - Ventilation:

Check that the mechanical ventilation, cooling and heating systems are operating properly.

8. Machine Room - Emergency Power

Perform a full emergency power test. Run the car on battery backup.

9. Machine Room - Lighting:

Check that all machine room lighting is adequate and receptacles are operational.

10. Doors–Bumpers/Astragals:

Verify the strike post bumpers and astragals are installed and in good condition. Repair or replace as required.

11. Car - Car Lighting:

Observe the car lighting and ensure that all fixtures are secured and working as designed. If not functioning as designed, correct the defect as required.

12. Car - Emergency Lighting:

- a) Remove power from the normal lighting and ensure that the emergency lights are working.
- b) Clean protective covers of any dirt and dust.

13. Car - Car Ventilation:

- a) Verify that the ventilation fan is operating as designed. If not functioning as designed correct the defect as required.
- b) Ensure the grill is secured and clean of dirt and dust.

14. Car - Car Alarm:

Activate the audible alarm push button in the car operating panel and verify the alarm bell sounds. If not functioning as designed, correct the defect as required.

15. Car - Car Communication:

- a) Check the operation of "Push-to-Talk" communication in the car.
- b) Verify that all raised and Braille characters are present.

16. Car - Car Operating Panel:

Operate the elevator in both directions, stopping at each landing:

- a) Examine all car push buttons for illumination and defects. Replace all burned out lamps.
- b) Verify that all raised and Braille characters are present.

17. Car – Cab Interior/Ride:

- a) Examine the car interior for damage: ceiling, handrails, door panels and floor. Correct as required.
- b) Listen for any unusual noises from one landing to another. Investigate and correct as required.
- c) Note the leveling accuracy, stopping, acceleration and deceleration. The leveling should be within 1/4 inch of the landing at each stop.

18. Car - Car Sills:

Operate the elevator in both directions, stopping at each landing:

- a) Remove any debris from sills.
- b) Examine all sills for excessive sill groove wear, defects and damage.

19. Car - Inspection:

Check that the inspection mode works in the car operating panel.

20. Car - Stop Switch:

Verify that the in-car stop switch is working as designed.

21. Car - Door Reopening Device:

With the door closing, actuate the mechanical or photoelectric door-reopening device. Verify that the doors return to the fully open position. If not functioning as designed, correct the defect as required.

22. Car - Car Door Opening Restriction:

When the car is outside the unlocking zone, try to open the doors from outside the car. Verify that the car doors are so aligned that the car doors cannot be opened more than four inches. Adjust as required.

23. Car - Car Door Clearances:

- a) Check that the vertical clearance between the bottom of the door panel and door sill does not exceed 3/8 inch when in the fully closed position. Adjust door height as required.
- b) Check that the door panels are parallel to the strike jamb and the spaces between the door panels, lintels and jambs are 3/8 inch or less. Adjust as required.

24. Hoistway – Hoistway Door Guides/Gibbs:

- a) Examine the hoistway door guides (Gibs) and safety retainers for secure attachment and wear. Repair or replace as required
- b) Check that the guides engage the corresponding sill by not less than ¼ inch. Adjust door height as required.

25. Hoistway – Door Release Rollers to Car Sill Clearance:

Note: Complete section **48** before section **26**.

Measure and verify that the minimum gap between the release roller face and the car sill is at least 3/8 inch.

26. Car – Car Door Overlap:

Verify that the closed car door panels overlap the top and sides of the opening and the two-speed doors by a minimum of 1/2 inch. Adjust as required.

27. Hoistway – Landing Sills:

- a) Examine each landing sill for defects and damage.
- b) Remove all debris from sills.

28. Doors - Hoistway/Car Door Operation:

When the doors are opening and closing check for a smooth starting and stopping while accelerating and decelerating. Also check that both doors operate without binding and dragging. Door movements should be without abrupt transitions.

29. Landings - Firemen's Service (Phases I and II):

- a) From the recall landing set the elevator to Phase I. Verify that the elevator controller cancels all calls and returns the elevator to the recall landing. If not functioning as designed, correct the defect as required.
- c) Set the elevator to Phase II and verify it is operating as designed. See the attached "Tech Tip" for proper operation of the Fireman's Service. If not functioning as designed, correct the defect as required.

30. Doors - Vision Panels and Sight Guards:

- a) Examine all vision panels for broken glass, missing or damaged grills. Repair as required.

- b) Examine the sight guard(s) for damage and ensure it is securely fastened to the door panel(s). Repair as required. Sight guards are required when the gap between the car door and hoist door exceeds 5 1/2 inches.

31. Landings - Hall Station:

- a) Register a hall call at each landing. Verify that the button illuminates and the car responds to the hall call. Repair any defects as required.
- b) Verify that all raised and Braille characters are present.

32. Landings - Position Indicator:

Inspect hall position indicators at each landing and verify operation. Replace any burned out lamps.

33. Car - Door Operator:

- a) Check that the drive pulleys are aligned and secured.
- b) Inspect belt and chain for tension and condition. Chain tension is +/- 1/2 inch deflection. Adjust to proper tension and/or replace if needed.
- c) Clean and lubricate all pivot points and drive chain.

34. Car - Stop Rollers:

On G.A.L. door operators:

Verify that the stop roller is in the proper position when the doors are closing/opening. Adjust and secure stop roller as required. The roller should land on the stop plate at a reduce speed. Its function is to prevent the drive pulley from over traveling.

35. Landings - Access Switch:

Inspect the hoistway access switches at the top and bottom landings and verify operation.

36. Car - Car Door Hangers and Tracks

- a) Verify the car door tracks are secured and clean. Tighten all loose track hardware.
- b) Examine car door hangers, rollers, felt wicks (oiler) and relating cables for defects and damage. Repair or replace as required.

- c) Ensure that the oiler/felt wick is lubricating the hanger roller. Lubricate as required

37. Car - Car Door Eccentric Rollers:

Verify that the gap between the upthrust rollers and track is 1/64 inch (0.39mm). Adjust as required.

38. Car - Toe Guards:

Inspect the car platform toe guard(s) for corrosion and loose hardware. Secure all loose hardware.

39. Car - Car Door Guides:

- a) Examine the car door guides (Gibs) and safety retainers for secure attachment and wear. Repair or replace as required.
- b) Check that the guides engage the corresponding sill by not less than 1/4 inch. Adjust door height as required.

40. Car - Door Closing Force:

Check that the door closing force does not exceed 30 lbs of force. This can be checked with a spring scale. With the hatch door between 1/3 and 2/3 closed, stop it with your hand. Put the scale against the door edge and slowly release the door, allowing the closing force to be imposed on the scale, then move the test scale away from the door. At this point read the door closing force.

41. Car - Car Door Clutch to Hoistway Sills Clearance:

Note: Complete section 55 before section 41.

Verify that the car door clutch gap from the car door face and hoistway sill is a minimum of 1/4 inch. This measurement should be made at the tightest landing from the front tip of the clutch open vane and hatch sill.

- a) Check that the vertical clearance between the bottom of the door panel and door sill does not exceed 3/8 inch when in the fully closed position. Adjust door height as required.
- b) Verify that the door panels are parallel to the strike jamb and the spaces between the door panels, lintels and jambs are 3/8" inch or less. Adjust as required.

42. Car - Car Door Gate Switch:

The following should be performed using the inspection station on top of the car. Verify that the elevator does not move with the leading edge of the door(s) or gate open greater than two inches. Adjust as required.

43. Hoistway – Hoistway Door Closer

With the doors disengaged verify that the hoistway door closer initiates closing at several positions of travel to the locked position.

Check proper tension on the door closer by opening the hoistway door about one inch and ensure the door fully closes to the locked position.

44. Hoistway – Hoistway Door Clearances:

- a) Check that the vertical clearance between the bottom of the door panel and door sill does not exceed 3/8 inch when in the fully closed position. Adjust door height as required.
- b) Verify that the door panels are parallel to the strike jamb and the spaces between the door panels, lintels and jambs are 3/8" inch or less. Adjust as required.

45. Hoistway – Hoistway Door Interlocks:

- a) Standing outside at each landing, manually check that the hoistway door mechanical interlocks cannot be released by pulling or lifting the door panel(s).
- b) Inspect and clean at every landing the interlock electrical contacts and the MO keeper bridging block contact. Repair or replace as required.
- c) Inspect for free movement of all interlock and assemblies; lubricate linkages and pivot points.
- d) At each landing with the hoistway door open, try to run the elevator on inspection from the top of the car inspection station. If the elevator runs you must correct the defect.

46. Top of Car – Inspection:

Verify the operation of the inspection station by moving the elevator both in the up and down directions. If not functioning as designed, correct the defect as required.

47. Top of Car – Stop Button:

Push the STOP button and verify that it is working as designed by attempting to move the car in inspection mode. If not functioning as designed, correct the defect as required.

48. Top of Car – Emergency Escape Hatch:

Open the emergency escape hatch and verify that the switch is working as designed by attempting to move the car in inspection mode. If not functioning as designed, correct the defect as required.

49. Top of Car – Lighting:

Check the operation of the lighting and receptacles on top of the car.

50. Hoistway – Normal Limit (Top):

Observe caution where overhead clearance is limited.

Operate the car on inspection speed to a point where the top normal limit device can be reached. Activate the top normal limit device. The car should run down, but not up.

- a) Check that the switches and cams are aligned correctly and securely fastened. The switch roller should strike the bevel of the cam. Adjust as required
- b) Replace worn rollers and lubricate pivot pins.
- c) Examine the switch contacts and assembly for proper movement and reaction.

51. Hoistway – Final Limit (Top):

Observe caution where overhead clearance is limited

Operate the car on inspection speed to a point where the final limit device can be reached. Activate the top final limit and try to move the car. The car should not move in either direction. If the car moves, repair the defect.

- a) Check that the switches and cams are aligned correctly and securely fastened. The switch roller should strike the bevel of the cam. Adjust as required.
- b) Replace worn rollers and lubricate pivot pins.
- c) Examine the switch contacts and assembly for proper movement and reaction.

52. Hoistway – Limit Switches (Top):

Operate the car on inspection speed to a point where the slow down(s), ETS (emergency terminal switch), access switch and any other hoistway limit switch can be reached.

- a) Check that the switches and cams are aligned correctly and securely fastened. The switch roller should strike the bevel of the cam. Adjust as required.
- b) Replace worn rollers and lubricate pivot pins.
- c) Examine the switch contacts and assembly for proper movement and reaction. Repair or replace as required.

53. Hoistway – Guide Rails:

- a) Inspect the guide rails, guide rail brackets, rail joints and fish plates for corrosion and loose hardware. Repair defect as required.
- b) Clean guide rails of any lint and dirt.
- c) Check rails for nicks and burs. Repair as required. Report any defects or damage to supervision.

54. Hoistway – Fascia / Dust Covers:

Examine the entire shaft and ensure that all the fascia/dust covers are secured and fastened properly.

55. Car-Guide Rollers/Shoes:

- a) Inspect the guide rollers for wear and damage. Replace as required.
- b) Examine the guide rollers for fit and alignment. Guide rollers should contact the rails with sufficient force to make a firm contact with the rail.

- c) Grease all roller guide assemblies on the elevator (if applicable).
- d) Inspect guide shoe inserts and replace as needed.

56. Hoistway – Counterweight Rollers/Shoes:

- a) Inspect the guide rollers for wear and damage. Replace as required.
- b) Examine the guide rollers for fit and alignment. Guides rollers should contact the rails with sufficient force to make a firm contact with the rail.
- c) Inspect all counterweight guide shoes for wear and damage. Replace as required.
- d) Grease all roller guide assemblies on the counterweight (if applicable).

57. Hoistway – Door Eccentric Rollers:

Verify that the gap between the upthrust rollers and the track is 1/64 inch (0.39mm). Adjust as required.

58. Door - Release Roller and Clutch Engagement:

Note: Complete section 55 before section 58.

SINGLE SPEED AND TWO-SPEED SLIDING DOORS

Refer to figures 2A, 2B, 2C and 2D for release roller to car clutch clearances

CENTER-PARTING CAR DOORS

Refer to figures 5A, 5B, and 5C for door release roller to car clutch clearances.

59. Hoistway - Leveling Devices:

Note: Complete section 55 before section 59.

Check the selector tape, clamp bracket, and tension springs for any damage or corrosion.

Leveling Units and Vanes, Proximity Sensor-Type Level Device:

- a) Verify that the leveling units and proximity sensor supporting structure is secure. Tighten hardware as required
- b) Verify that the vanes and proximity targets are free of debris and are securely attached to the rail and mounting brackets. Adjust as required.

- c) Examine the vanes as they are entering the leveling units for proper clearance and alignment. Repair as required.
- d) Replace all guide shoes on any other leveling unit with guide shoes.

IP8300 Leveling System:

- a) Verify that the anchoring clamps and connecting hardware is secured. Adjust as required
- b) Insert and replace the IP8300 selector tape guide shoes as needed.
- c) Check that the IP8300 reader is securely attached to the top of the elevator. Tighten hardware as required.
- d) Check and clean the magnets that are attached to the IP8300 selector tape. Replace any missing or damaged magnets

60. Hoistway - Door Hangers and Tracks:

- a) Verify the car door track(s) is secured and clean. Tighten all loose hardware as required.
- b) Examine car door hangers, rollers, felt wicks and relating cables for defects and damage. Repair or replace as required.
- c) Where a secondary interconnecting means is used check that it is engaging properly. Repair or replace as required

61. Hoistway - Hoist Ropes:

- a) Inspect the ropes for corrosion (rouging), crown wear, broken strands and equal tension.
- b) Verify that the ropes are securely fastened and free of dirt and excessive oil.
- c) Using a rope gauge, check for proper rope size.
- d) Examine the shackles, springs, bolts and cotter pins.
- e) Verify that the cable being threaded thru the shackles, to prevent the rotation of the ropes, is a minimum of ½ inch.

62. Car - Car Safety:

- a) Ensure a secure attachment at the safety carrier or safety attachment point.

- b) Examine the crosshead linkage (where applicable) for the condition of the set screws, pins, mechanical keys, rods and connection points to the safeties located at the bottom rail shoes.
- c) If the plank/safety switch is located on the cross head, activate and verify that the elevator will not move.
- d) On elevators with “type B” safeties, clean and lubricate the threaded rod and drum beneath the car in the safety plank.
- e) Examine the tail rope that attaches to the safety carrier. Verify that it is rust-free and tight on the drum. Also check that the tail rope is in the deflector pulleys, so that when activated it will deploy as designed and not kink or break.

63. Hoistway - Counterweight:

Examine the elevator counterweight and its assemblies:

- a) Check and tighten rods and bolts as required.
- b) Examine shackles and verify all shackle fastenings are tight and secure.
- c) Grease sheave bearing.

64. Car - Housekeeping

Clean the top of the car of any dirt, debris, grease and oil.

65. Hoistway - Door Overlap:

Verify that at all landings, with the hoistway door panels closed, there is an overlap at the top and sides of the opening and other (two-speed) doors by a minimum of 1/2 inch. Adjust as required.

66. Hoistway - Sheaves:

Grease all sheave bearings in the hoistway, including the deflector sheaves attached to the crosshead, in the overhead, under the car (if under slung), and mid shaft (if applicable).

67. Pit - Inspection:

- a) Verify that the pit switch is operational and prevents the car from moving when activated.

- b) Check the operation of the pit lighting and receptacles.
- c) Check for water infiltration.
- d) Clean the pit floor of any oil, grease, dirt and debris.
- e) Check that the governor tension sheave is not landed and is properly secured.
- f) Verify that the sump pump is operational (lift float rod). If it is not functioning as designed, correct the defect as required.
- g) Verify that the counterweight is not touching the counterweight buffer.
- h) Verify that the compensating sheave is not landed and is within the limit of the guide rails.
- i) Grease the governor tension sheave.

68. Pit - Compensating Sheave:

- a) Activate the compensating sheave switch and verify that it will prevent the car from moving. Clean the switch and lubricate the pivot point as required. If not functioning as designed, correct the defect as required.
- b) Grease the bearings.

69. Hoistway - Traveling Cables:

- a) Verify that the traveling cable is not touching the pit floor or rubbing against any other equipment.
- b) Examine the cables for wear, twists or damage (may need to inspect from top of car).
- c) Check that the traveling cable is securely fastened to all junction boxes (may need to inspect from on top of car). Repair as required.

70. Hoistway - Normal Limit (Bottom):

Note: You may need a ladder to inspect the bottom normal limit from the pit. Operate the car on inspection mode to a point where the bottom normal limit device can be reached and lock-out/tag-out the device.

- a) Check that the switches and cams are aligned correctly and securely fastened. The switch roller should strike the bevel of the cam. Adjust as required.
- b) Replace worn rollers and lubricate pivot pins.

- c) Examine the switch contacts and assembly for proper movement and reaction.
- d) Remove lock-out/tag-out and test device from controller.

71. Hoistway - Final Limit (Bottom):

Note: You may need a ladder to inspect the bottom final from the pit.

Operate the car on inspection mode to a point where the final stopping device can be reached and lock-out/tag-out the device.

- a) Check that the switches and cams are aligned correctly and securely fastened. The switch roller should strike the bevel of the cam. Adjust as required.
- b) Replace worn rollers and lubricate pivot pins.
- c) Examine the switch contacts and assembly for proper movement and reaction.
- d) Remove lock-out/tag-out and test device from controller

72. Hoistway - Limit Switches (Bottom):

Note: You may need a ladder to inspect the bottom slow down(s), ETS (emergency terminal switch), access switch and any other hoistway limit switch. Operate the car on inspection mode to a point where the limit device can be reached and lock-out/tag-out the device.

- a) Check that the switches and cams are aligned correctly and securely fastened. The switch roller should strike the bevel of the cam. Adjust as required.
- b) Replace worn rollers and lubricate pivot pins.
- c) Examine the switch contacts and assembly for proper movement and reaction. Repair or replace as required.
- d) Remove lock-out/tag-out and test device(s) from controller.

73. Hoistway - Buffers:

- a) Inspect the operation of the car and counterweight buffer switch (if applicable) by tripping and verifying that the car will not run. Clean the switch as required. If not functioning as designed, correct the defect as required.
- b) Check that the car and counterweight buffers are securely fastened and are aligned with the striker plates.
- c) Where oil buffers are used, check the oil level. Add oil as required.
- d) With the elevator leveled at the top landing, measure and record the distance between the buffer and the bottom of the counterweight.



FIREMEN'S SERVICE

WHAT IS "FIREMEN'S SERVICE"?

Firemen's Service is a term that describes how an elevator should operate during a fire or other type of emergency. Consisting of two phases, Firemen's Service provides an automatic & manual option to initially return all elevators to the floor designated as the recall landing & an in-car operation option for firefighters searching a building floor by floor.

HOW DOES IT WORK?

Firemen's Service works in two phases: Phase I and Phase II.

PHASE I: An elevator can enter Phase I operation by a 2 position keyswitch mounted near the hall call station at the recall landing or by remote triggers such as shaftway or motor room smoke alarms.



If Phase I is triggered by the hall station keyswitch or by a shaftway or motor room smoke alarm, all hall & car calls are immediately cancelled and the car(s) are to return to the recall landing as follows:

- a) If the car(s) are moving towards the recall landing, all hall calls & car calls are cancelled. The car(s) shall return to the recall landing without opening their doors until the car(s) stop at the recall landing. At that time, the doors shall open and remain open.
- b) If the car(s) are moving away from the recall landing, all hall calls & car calls are cancelled. The car(s) shall reverse itself at or before the next landing and return to the recall landing without opening their doors until the car(s) stop at the recall landing. At that time, the doors shall open and remain open.
- c) If the car(s) are at a landing, the doors are to close without delay, all hall calls & car calls are cancelled, and car(s) shall proceed to the recall landing without opening their doors until the car(s) stop at the recall landing. At that time, the doors shall open and remain open..

If Phase I is triggered by a smoke alarm in the vicinity of the recall landing, the car(s) shall proceed nonstop to the nearest landing away from the recall landing. This prevents the recalled car from opening its doors onto a smoke condition at the recall landing.

Phase II: Phase II operation is only effective when Phase I is activated. Phase II is initiated from inside the car from a 3 position keyswitch (NORMAL, HOLD and FIREMEN SERVICE). Additionally, a pushbutton labeled "CALL CANCEL" is provided near the keyswitch & is only activated during Phase II operation.

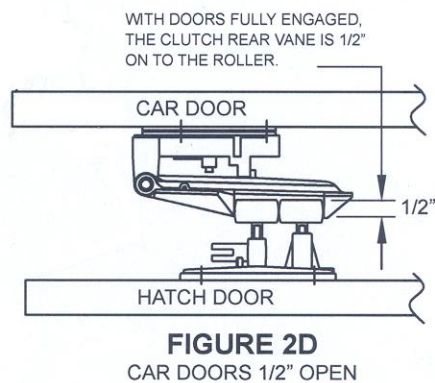
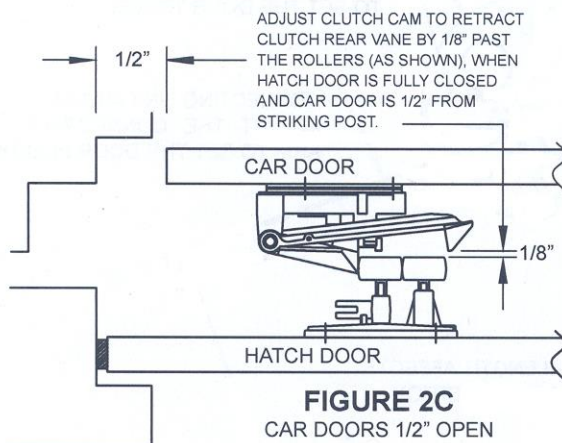
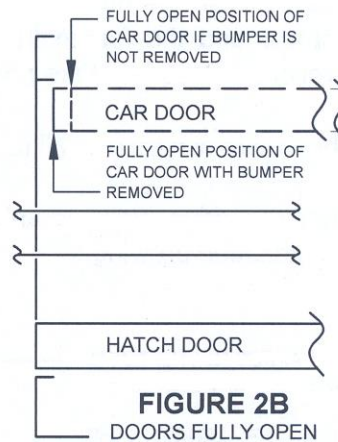
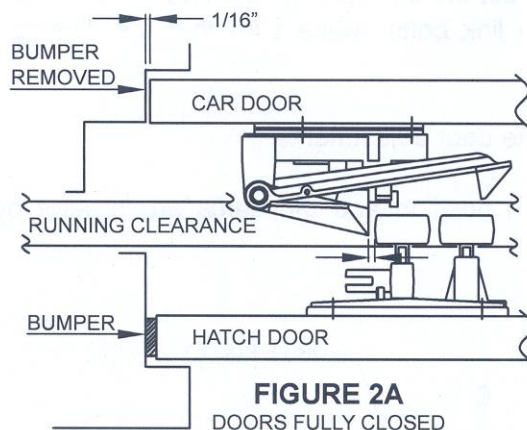


NORMAL: In this position, the elevator operates...normally. The car is subject to hall calls, car calls & Phase I operation, when activated.

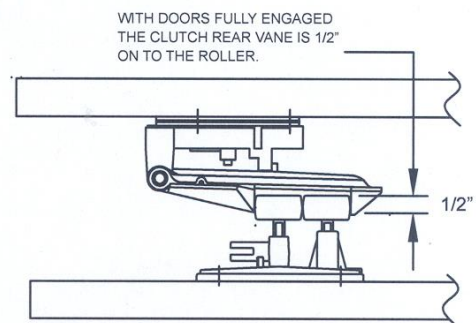
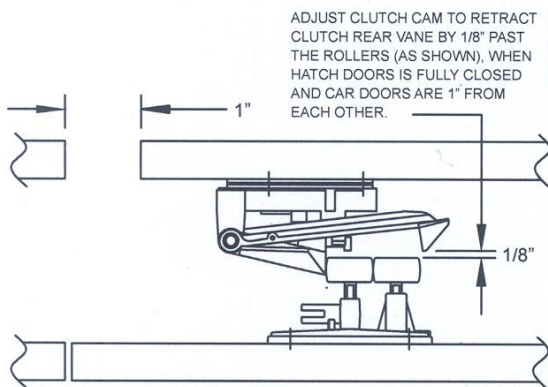
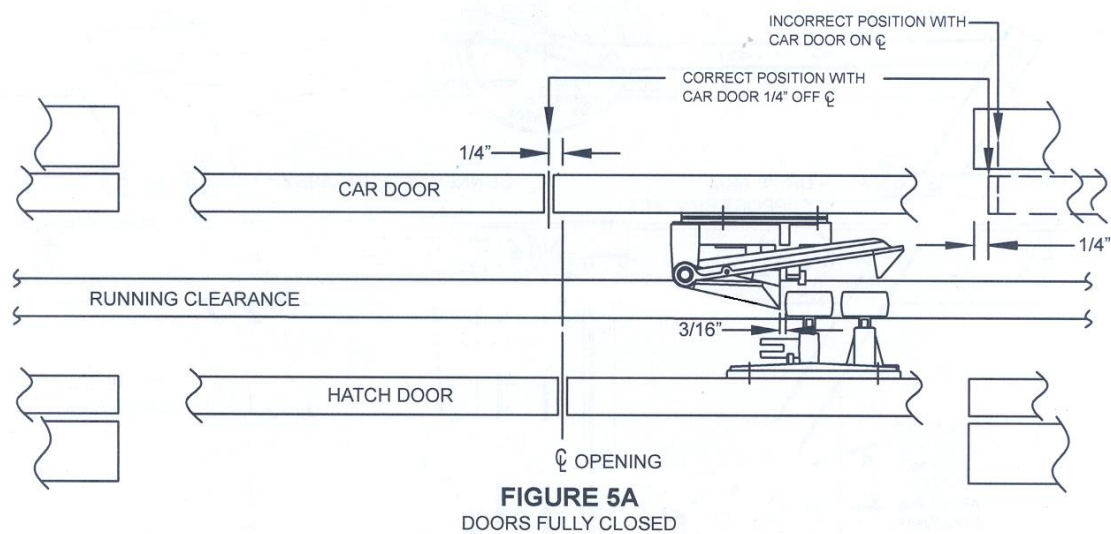
HOLD: With the keyswitch in this position AND the elevator in Phase I & Phase II, the car stays at the landing with the doors open.

FIREMEN SERVICE: This keyswitch position is only effective after the car returns, stops & opens its doors on Phase I operation. While in FIREMEN SERVICE, all hall call buttons are inoperative, door opening occurs only when the Door Open pushbuttons are continuously depressed and remains open only when door opens to normal open position. Car calls direct the car to the desired landing, however, all other calls are cancelled once the car achieves the landing. (For example...a fireman enters at the Street landing & puts the car on FIREMEN SERVICE. He gives a car call to both the Platform & Mezzanine landings. Once the car gets to the Mezzanine and stops, the car call to the Platform is cancelled) The CALL CANCEL button does exactly that: when pressed, cancels all calls during Phase II operation.

This tip is not meant to supersede any official code requirements but rather to supplement the general understanding of how Firemen Service operates. In fact, Firemen Service requirements differ from municipality, date of elevator installation, etc... NYCT elevators are subject to Building Code RS 18



Single Speed and 2 Speed Sliding Doors
Figure 2A, 2B, 2C & 2D



Center-Parting Car Doors
Figure 5A, 5B & 5C

ATTACHMENT 12

HYDRAULIC ELEVATOR MAINTENANCE PROCEDURES

1. Motor Room - Housekeeping:

- g) Check the machine room for any water infiltration.
- h) Ensure equipment is protected from the elements.
- i) Empty trash cans, remove debris and sweep floor. Ensure machine room floor is free of any oil, grease and dirt.
- j) Check that all maintenance fluids are sealed, identified and stored in a inflammable storage cabinet.
- k) Check that the telephone is operating.
- l) Inspect Fire extinguisher.

2. Motor Room - Controller:

Operate the elevator in both directions. While standing in front of the elevator control board:

- h) Check that the open air contacts are making properly (not excessively arcing).
- i) Verify that the fully enclosed relays are making without binding.
- j) Visually inspect ice cube relays for heat damage.
- k) Verify that the relays are not making excessive noise (chatter).
- l) Check the controller wires for fraying, corrosion and heat damage.
- m) Check for the odor of burning or melting electrical components.
Investigate the cause and correct the defect as required.
- n) Check control cabinet air conditioner is properly functioning.

With Power Off:

- a) Tighten all terminal connections.

- b) Verify that the main line and controller fuses are the same value as recorded on the print.
- c) Clean the controller cabinet.

Main Line Voltage:

Measure main line voltages:

- 1) Phase-to-phase
- 2) Phase-to-ground

Current Reading:

Measure current readings on the load side of the soft starter with the elevator running in the up direction only.

3. Motor Room - Power Unit:

With the elevator running and guards and covers removed check for:

- a) Unusual noises such as belts slipping, loose pump and motor mounts and excessive vibration.
- b) Visually examine the pump unit for oil leaks around the pump shaft seals and pipe connections.

With power off (Main line pulled):

- a) Visually examine the condition of drive belt for wear, cracking (dry rot), and proper tension and fit in sheave grooves. Wipe down pump, motor remove any oil, dirt or dust collected in the bottom of the power unit.
- b) Grease motor bearing.
- c) Inspect the tank for leaks.
- d) Verify the tank cover is in place and seated properly.
- e) Check that the oil level is at least two inches over the intake when the elevator is at the highest floor landing. Add hydraulic fluid as required.
- f) Visually check the condition of the oil for excessive foaming and contamination (*Oil that has been contaminated with water will have a*

milky-white appearance). Also, note the condition of the hydraulic fluid should be clear with no particulate contamination.

- g) Examine rubber hose connecting the reservoir with the low pressure side of the pump, check that the ring clamps are tight, that there is no hydraulic fluid leaking, and that the hose is not bulging and is intact.
- h) Report if oil has a burned or rancid smell.

4. Motor Room - Control Valve:

Visually examine the control valve for:

- a) Leaks around the control body and pipe connections.
- b) Check that the pipes and support brackets are properly secured.
- c) Verify the solenoid cover is in place.

With power off (Main line pulled):

Depressurize system and clean or replace up and down strainer.

Pressure Switch (if applicable):

Note: (Pressure switch is required if packing head is above the power unit)

Verify the proper operation by depressurizing the hydraulic line and check for continuity across the pressure switch contacts. Repair or replace any defect that you notice.

With the elevator running examine all piping, vitolic & threaded, as well as unions connections for leaks and damage.

Correct the defect if possible.

5. Motor Room - High Pressure Piping and Fittings:

With the elevator running examine all piping, victaulic & threaded, as well as union connections for leaks and damage.

6. Motor Room - Auxiliary Equipment (oil cooler):

Lubricate bearings; clean and examine fan blades and related equipment.

7. Motor Room - Ventilation:

Check that the mechanical ventilation, cooling and heating systems are operating properly. Replace machine room exhaust fan belt as required.

8. Motor Room - Emergency Power (rescuvator):

Perform a full emergency power test. Run the car on battery backup.

9. Motor Room - Lighting:

Check that all machine room lighting is adequate and receptacles are operational.

10. Doors – Bumpers/Astragals:

Verify the strike post bumpers and astragals are installed and in good condition. Repair or replace as required.

11. Battery Lowering Device:

Pull the main line switch with the elevator between floors. Elevator should run down to the nearest floor, open doors, and shut down.

12. Car - Car Lighting:

Observe the car lighting and ensure that all fixtures are secured and working as designed. If not functioning as designed, correct the defect as required.

13. Car - Emergency Lighting:

- d) Remove power from the normal lighting and ensure that the emergency lights are working.
- e) Clean protective covers of any dirt and dust.

14. Car - Car Ventilation:

- c) Verify that the ventilation fan is operating as designed. If not functioning as designed correct the defect as required
- d) Ensure the grill is secured and clean of dirt and dust.

15. Car - Car Alarm:

Activate the audible alarm push button in the car operating panel and verify the alarm bell sounds. If not functioning as designed, correct the defect as required.

16. Car – Car Communication:

- a) Check the operation of “Push-to-Talk” communication in the car.
- b) Verify that all raised and Braille characters are in place.

17. Car - Car Operating Panel :

Operate the elevator in both directions, stopping at each landing:

- c) Examine all car push buttons for illumination and defect. Replace all burned out lamps.
- d) Verify that all raised and Braille characters are in place.

18. Car – Ride and Observe:

- d) Examine the car interior for damage: ceiling, handrails, door panels and floor. Correct as required.
- e) Listen for any unusual noises from one landing to another. Investigate and correct as required.
- f) Inspect the leveling, stopping, acceleration and deceleration. The leveling should be within 1/4 inch of the landing at each stop.

19. Car - Car Sills:

Operate the elevator in both directions, stopping at each landing:

- c) Remove any debris from sills.
- d) Examine all sills for excessive sill groove wear, defects and damage.

20. Car - Inspection:

Check that the inspection mode works in the car operating panel.

21. Car - Stop Switch:

Verify that the in-car stop switch is working as designed.

22. Car - Door Reopening Device:

With the door closing, actuate the mechanical or photoelectric door-reopening device. Verify that the doors return to the fully open position. If not functioning as designed, correct the defect as required.

23. Car - Car Door Restrictor (Zone Lock):

When the car is outside the unlocking zone, try to open the doors from inside the car. Verify that the car doors are so aligned that the car doors cannot be opened more than four inches. Adjust as required.

24. Car - Car Door Clearances:

- c) Check that the vertical clearance between the bottom of the door panel and door sill does not exceed 3/8 inch when in the fully closed position. Adjust door height as required.
- d) Check that the door panels are parallel to the strike jamb and the spaces between the door panels, lintels and jambs are 3/8 inch or less. Adjust as required.

25. Car - Hoistway Door Guides:

- c) Examine the hoistway door guides (Gibs) and safety retainers for secure attachment and wear. Repair or replace as required
- d) Check that the guides engage the corresponding sill by not less than 1/4 inch. Adjust door height as required.

26. Car - Hoistway Release Rollers to Car Sill Clearance:

Note: Complete item **57** before item **26**

Measure and verify that the minimum gap between the release roller face and the car sill is at least 3/8 inch.

27. Car - Car Door Overlap:

Verify that the closed car door panels overlap the top and sides of the opening and the two-speed doors by a minimum of 1/2 inch. Adjust as required.

28. Landings – Door Release Rollers and Door Bucks:

Verify that all raised and Braille characters are in place, and door buck is well secured in place. Verify that GAL “MO” Rollers are not damaged, operating freely, and well secured.

29. Landings - Landing Sills:

- c) Examine each landing sill for defects and damage.
- d) Remove all debris from sills.

30. Doors - Hoistway/Car Door Operation:

When the doors are opening and closing check for a smooth starting and stopping while accelerating and decelerating. Also check that both doors operate without binding and dragging. Door movements should be without abrupt transitions. Adjust and repair as required.

31. Landings - Firemen’s Service (Phases I and II):

- a) From the recall landing set the elevator to Phase I. Verify that the elevator controller cancels all calls and returns the elevator to the recall landing. If not functioning as designed, correct the defect as required.
- b) Set the elevator to Phase II and verify it is operating as designed. See the attached for proper operation of the Fireman’s Service. If not functioning as designed, correct the defect as required.

32. Doors - Vision Panels and Sight Guards:

- d) Examine all vision panels for broken glass, missing or damaged grills. Report all defects on the Maintenance sheet and notify your immediate supervisor.
- e) Examine the sight guard(s) for damage and ensure it is securely fastened to the door panel(s). Repair as required. Sight guards are required when the gap between the car door and hoist door exceeds 5 1/2 inches.

33. Landings - Hall Station:

- a) Register a hall call at each landing and verify that the button illuminates and the car responds to the hall call. Repair any defects as required.
- b) Verify that all raised and Braille characters are in place.

34. Landings - Position Indicator:

Inspect hall position indicators at each landing and verify operation. Replace any burned out lamps.

35. Landings - Access Switch:

Inspect hoistway access switches at the top and bottom landings and verify operation.

36. Car - Door Operator:

- a) Check that the drive pulleys are aligned and secured
- b) Inspect belt and chain for tension and condition. Chain tension is +/- 1/2 inch deflection. Adjust to proper tension and or replace as needed.
- c) Clean and lubricate all pivot points and drive chain.

37. Car - Car Door Hangers and Tracks:

- b) Verify the car door tracks are secured and clean. Tighten all loose track hardware.
- b) Examine car door hangers, rollers, felt wicks (oiler) and relating cables for defects and damage. Repair or replace as required.
- c) Ensure that the oiler/felt wick is lubricating the hanger roller. Lubricate as required

38. Car - Car Door Eccentric Rollers:

Verify that the gap between the upthrust rollers and track is 1/64 inch (0.39mm). Adjust as required.

39. Car - Toe Guards:

Inspect the car platform toe guard for corrosion and loose hardware.

Secure all loose hardware.

40. Car - Car Door Guides:

- c) Examine the car door guides (Gibs) and safety retainers for secure attachment and wear. Repair or replace as required.
- d) Check that the guides engage the corresponding sill by not less than

1/4 inch. Adjust door height as required.

41. Car - Car Door Clutch to Hoistway Sills Clearance:

Note: Complete item **57** before item **41**.

Verify that the car door clutch gap from the car door face and hoistway sill is a minimum of 1/4 inch. This measurement should be made at the tightest landing from the front tip of the clutch open vane and hatch sill.

42. Car - Door Closing Force:

Check that the door closing force does not exceed 30 lbs of force. This can be checked with a spring scale. With the hatch door between 1/3 and 2/3 closed, stop it with your hand. Put the scale against the door edge and slowly release the door, allowing the closing force to be imposed on the scale, then move the test scale away from the door. At this point read the door closing force. Always take more than one reading.

43. Car - Car Door Gate Switch:

The following should be performed using the inspection station on top of the car. Verify that the elevator does not move with the leading edge of the door(s) or gate open greater than two inches. Adjust as required.

44. Car - Stop Rollers:

On G.A.L. door operators:

Verify that the stop roller is in the proper position when the doors are closing/opening. Adjust and secure stop roller as required. The roller should land on the stop plate at a reduce speed. Its function is to prevent the drive pulley from over traveling.

45. Landings- Hoistway Door Interlocks:

- e) Standing outside at each landing, manually check that the hoistway door mechanical interlocks cannot be released by pulling or lifting the door panel(s).
- f) Inspect and clean at every landing the interlock electrical contacts and the MO keeper bridging block contact. Repair or replace as required.
- g) Inspect for free movement of all interlock and assemblies; lubricate linkages and pivot points.

- h) At each landing with the hoistway door open, try to run the elevator on inspection from the top of the car inspection station. If the elevator runs you must correct the defect.

46. Landings - Hoistway Door Clearances:

- c) Check that the vertical clearance between the bottom of the door panel and door sill does not exceed 3/8 inch when in the fully closed position. Adjust door height as required.
- d) Verify that the door panels are parallel to the strike jamb and the spaces between the door panels, lintels and jambs are 3/8" inch or less. Adjust as required.

47. Landings - Hoistway Door Closer

With the doors disengaged verify that the hoistway door closer initiates closing at several positions of travel to the locked position. Check proper tension on the door closer by opening the hoistway door about one inch and ensure the door fully closes to the locked position.

48. Top of car - Inspection:

Verify the operation of the inspection station by moving the elevator both directions. If not functioning as designed, correct the defect as required.

49. Top of car - Stop Button:

Push the STOP button and verify that it is working as designed by attempting to move the car in inspection mode. If not functioning as designed, correct the defect as required.

50. Top of car - Emergency Escape Hatch:

Open the emergency escape hatch and verify that the switch is working as designed by attempting to move the car in inspection mode. If not functioning as designed, correct the defect as required.

51. Top of car - Lighting:

Check the operation of the lighting and receptacles on top of the car.

52. Hoistway - Normal Limit (Top):

Observe caution where overhead clearance is limited.

Operate the car on inspection speed to a point where the top normal limit device can be reached. Activate the top normal limit device. The car should run down, but not up. If not functioning as designed, correct the defect as required.

- a) Check that the switches and cams are aligned correctly and securely fastened. The switch roller should strike the bevel of the cam. Adjust as required
- b) Replace worn rollers and lubricate pivot pins.
- f) Examine the switch contacts and assembly for proper movement and reaction.

53. Hoistway - Final Limit (Top):

Observe caution where overhead clearance is limited

Operate the car on inspection speed to a point where the final limit device can be reached. Activate the top final limit and try to move the car. The car should not move in either direction. If the car moves, repair the defect.

- d) Check that the switches and cams are aligned correctly and securely fastened. The switch roller should strike the bevel of the cam. Adjust as required.
- e) Replace worn rollers and lubricate pivot pins.
- f) Examine the switch contacts and assembly for proper movement and reaction.

54. Hoistway - Limit Switches (Top):

Operate the car on inspection speed to a point where the slow down(s), ETS (emergency terminal switch), access switch and any other hoistway limit switch can be reached.

- d) Check that the switches and cams are aligned correctly and securely fastened. The switch roller should strike the bevel of the cam. Adjust as required.
- e) Replace worn rollers and lubricate pivot pins.
- f) Examine the switch contacts and assembly for proper movement and reaction. Repair or replace as required.

55. Hoistway - Guide Rails:

- d) Inspect the guide rails, guide rail brackets, rail joints and fish plates for corrosion and loose hardware. Repair defect as required.
- e) Clean guide rails of any lint and dirt.
- f) Check rails for nicks and burs. Repair as required.

56. Hoistway - Fascia / Dust Covers:

Examine the entire shaft and ensure that all the fascia/dust covers are secured and fastened properly.

57. Car-Guide Rollers /Shoes:

- e) Inspect the guide rollers for wear and damage. Replace as required.
- f) Examine the guide rollers for fit and alignment. Guide rollers should contact the rails with sufficient force to make a firm contact with the rail.
- g) Grease all roller guide assemblies on the elevator (if applicable).
- h) Inspect car guide shoe, inserts and replace as needed.

58. Hoistway - Leveling Devices:

Check the selector tape, clamp bracket, and tension springs for any damage or corrosion.

Leveling Units and Vanes, Proximity Sensor-Type Level Device:

- e) Verify that the leveling units and proximity sensor supporting structure is secure. Tighten hardware as required
- f) Verify that the vanes and proximity targets are free of debris and are securely attached to the rail and mounting brackets. Adjust as required.
- g) Examine the vanes as they are entering the leveling units for proper clearance and alignment. Repair as required.
- h) Replace all guide shoes on any other leveling unit with guide shoes.

IP8300 Leveling System:

- e) Verify that the anchoring clamps and connecting hardware is secured. Adjust as required
- f) Insert and replace the IP8300 selector tape guide shoes as needed.

- g) Check that the IP8300 reader is securely attached to the top of the elevator. Tighten hardware as required.
- h) Check and clean the magnets that are attached to the IP8300 selector tape. Replace any missing or damaged magnets

59. Hoistway - Door Hangers and Tracks:

- d) Verify the car door track(s) is secured and clean. Tighten all loose hardware as required.
- e) Examine car door hangers, rollers, felt wicks and relating cables for defects and damage. Repair or replace as required.
- f) Where a secondary interconnecting means is used check that it is engaging properly. Repair or replace as required

60. Top of Car - Housekeeping

Clean the top of the car of any dirt, debris, grease and oil.

61. Hoistway - Door Overlap:

Verify that at all landings, with the hoistway door panels closed, there is an overlap at the top and sides of the opening and other (two-speed) doors by a minimum of 1/2 inch. Adjust as required.

62. Hoistway - Sheaves:

Grease all sheave bearings in the hoistway, including the deflector sheaves attached to the hydraulic piston, (if applicable).

63. Hoistway – Governor (if applicable):

- a) Electrically trip the governor switch and confirm that the elevator does not operate. Reset the switch and clean as required. If the switch is not functioning as designed, correct the defect as required. Grease the governor sheave bearing.
- b) Clean any buildup of dirt and lubricant.
- c) Check the running clearance between the governor rope and the governor jaw.
- d) Check that the governor trip speed calibration seal is intact

Examine the governor cable for:

- e) A secure attachment at the safety carrier or safety attachment point
- f) Crown wear, broken strands and a reduced cable diameter.
- g) Dirt and grease contamination. **ASME codes prohibit any lubrication of the governor cable.**

64. Hoistway - Hoist Ropes: (if applicable)

- f) Inspect the ropes for corrosion (rouging), crown wear, broken strands and equal tension.
- g) Verify that the ropes are securely fastened and free of dirt and excessive oil.
- h) Using a rope gauge, check for proper rope size.
- i) Examine the shackles, springs, bolts and cotter pins.
- j) Verify that the cable being threaded thru the shackles, to prevent the rotation of the ropes, is a minimum of ½ inch.

65. Car - Car Safeties (if applicable):

- c) Ensure a secure attachment at the safety carrier or safety attachment point.
- d) Examine the crosshead linkage (where applicable) for the condition of the set screws, pins, mechanical keys, rods and connection points to the safeties located at the bottom rail shoes.
- e) If the plank/safety switch is located on the cross head, activate and verify that the elevator will not move.

66. Hoistway -Door Eccentric Rollers:

Verify that the gap between the upthrust rollers and the track is 1/64 inch (0.39mm). Adjust as required

67. Hoistway - Release Roller and Clutch Engagement:

Note: Complete item **57** before item **68**

SINGLE SPEED AND TWO-SPEED SLIDING DOORS

Refer to figures 2A, 2B, 2C and 2D for release roller to car clutch clearances

CENTER-PARTING CAR DOORS

Refer to figures 5A, 5B, and 5C for door release roller to car clutch clearances.

68. Pit Inspection:

- a) Verify the pit switch is operational and prevents the car from moving when activated.
- b) Clean pit floor of oil, grease, dirt and debris.
- c) Check for water infiltration.
- d) Check operation of the pit lighting and receptacles.
- e) Examine the packing and piston seal for excessive leaking.
- f) Examine the plunger for gouging and scoring.
- g) Examine the plunger sections for tightness of sections they should almost be invisible.
- h) Verify that the scavenger pump is operational (lift float rod). In addition to the scavengers pumps operation verify that the oil return line back to the reservoir is not damaged or clogged and hydraulic fluid will be returned to the tank. Also, verify that the return line from the packing head to the scavenger pump is free of obstruction, not damaged and connected. If other hydraulic fluid collection method is used, return excess collected fluid to the reservoir.
- i) Verify that the sump pump is operational (lift float rod). If not functioning as designed correct the defect as required.
- j) Check that the governor tension sheave is not landed and is properly secured.
- k) Grease the governor tension sheave (if applicable).

69. Hoistway - Traveling Cables:

- d) Verify that the traveling cable is not touching the pit floor or rubbing against any other equipment.
- e) Examine the cables for wear, twists or damage (may need to inspect from top of car).
- f) Check that the traveling cable is securely fastened to all junction boxes (may need to inspect from on top of car). Repair as required.

70. Hoistway - Normal Limit (Bottom):

Note: You may need a ladder to inspect the bottom normal limit from the pit. Operate the car on inspection mode to a point where the bottom normal limit device can be reached and lock-out/tag-out the device.

- e) Check that the switches and cams are aligned correctly and securely fastened. The switch roller should strike the bevel of the cam. Adjust as required.
- f) Replace worn rollers and lubricate pivot pins.
- g) Examine the switch contacts and assembly for proper movement and reaction.
- h) Remove lock-out/tag-out and test device from controller.

71. Hoistway - Final Limit (Bottom):

Note: You may need a ladder to inspect the bottom final from the pit. Operate the car on inspection mode to a point where the final stopping device can be reached and lock-out/tag-out the device.

- e) Check that the switches and cams are aligned correctly and securely fastened. The switch roller should strike the bevel of the cam. Adjust as required.
- f) Replace worn rollers and lubricate pivot pins.
- g) Examine the switch contacts and assembly for proper movement and reaction.
- h) Remove lock-out/tag-out and test device from controller

72. Hoistway - Limit Switches (Bottom):

Note: You may need a ladder to inspect the bottom slow down(s), ETS (emergency terminal switch), access switch and any other hoistway limit switch. Operate the car on inspection mode to a point where the limit device can be reached and lock-out/tag-out the device.

- a) Check that the switches and cams are aligned correctly and securely fastened. The switch roller should strike the bevel of the cam. Adjust as required.

- b) Replace worn rollers and lubricate pivot pins.
- c) Examine the switch contacts and assembly for proper movement and reaction. Repair or replace as required.
- d) Remove lock-out/tag-out and test device(s) from controller.

73. Pit - Buffers:

Check that the car plates are securely fastened and are aligned with the buffer springs.

TECH Tip



FIREMEN'S SERVICE

WHAT IS "FIREMEN'S SERVICE"?

Firemen's Service is a term that describes how an elevator should operate during a fire or other type of emergency. Consisting of two phases, Firemen's Service provides an automatic & manual option to initially return all elevators to the floor designated as the recall landing & an in-car operation option for firefighters searching a building floor by floor.

HOW DOES IT WORK?

Firemen's Service works in two phases: Phase I and Phase II.

PHASE I: An elevator can enter Phase I operation by a 2 position keyswitch mounted near the hall call station at the recall landing or by remote triggers such as shaftway or motor room smoke alarms.

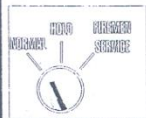


If Phase I is triggered by the hall station keyswitch or by a shaftway or motor room smoke alarm, all hall & car calls are immediately cancelled and the car(s) are to return to the recall landing as follows:

- If the car(s) are moving towards the recall landing, all hall calls & car calls are cancelled. The car(s) shall return to the recall landing without opening their doors until the car(s) stop at the recall landing. At that time, the doors shall open and remain open.
- If the car(s) are moving away from the recall landing, all hall calls & car calls are cancelled. The car(s) shall reverse itself at or before the next landing and return to the recall landing without opening their doors until the car(s) stop at the recall landing. At that time, the doors shall open and remain open.
- If the car(s) are at a landing, the doors are to close without delay, all hall calls & car calls are cancelled, and car(s) shall proceed to the recall landing without opening their doors until the car(s) stop at the recall landing. At that time, the doors shall open and remain open.

If Phase I is triggered by a smoke alarm in the vicinity of the recall landing, the car(s) shall proceed nonstop to the nearest landing away from the recall landing. This prevents the recalled car from opening its doors onto a smoke condition at the recall landing.

Phase II: Phase II operation is only effective when Phase I is activated. Phase II is initiated from inside the car from a 3 position keyswitch (NORMAL, HOLD and FIREMEN SERVICE). Additionally, a pushbutton labeled "CALL CANCEL" is provided near the keyswitch & is only activated during Phase II operation.



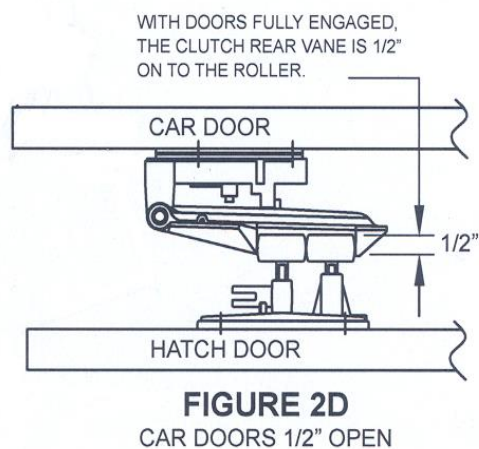
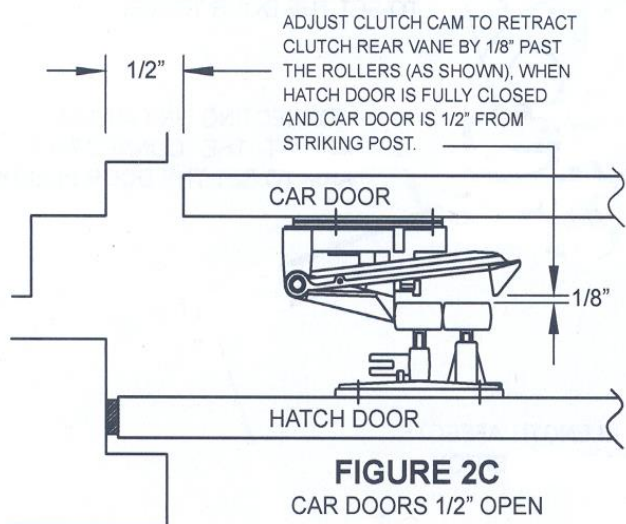
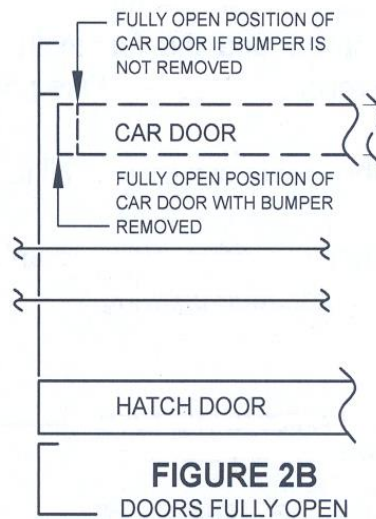
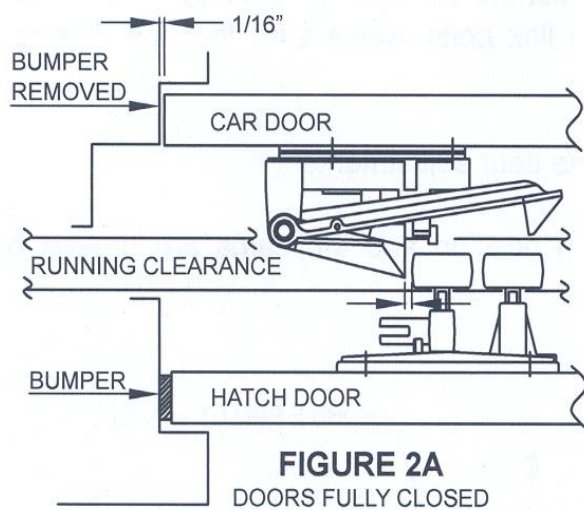
NORMAL: In this position, the elevator operates...normally. The car is subject to hall calls, car calls & Phase I operation, when activated.

HOLD: With the keyswitch in this position AND the elevator in Phase I & Phase II, the car stays at the landing with the doors open.

FIREMEN SERVICE: This keyswitch position is only effective after the car returns, stops & opens its doors on Phase I operation. While in FIREMEN SERVICE, all hall call buttons are inoperative, door opening occurs only when the Door Open pushbuttons are continuously depressed and remains open only when door opens to normal open position. Car calls direct the car to the desired landing, however, all other calls are cancelled once the car achieves the landing. (For example...a fireman enters at the Street landing & puts the car on FIREMEN SERVICE. He gives a car call to both the Platform & Mezzanine landings. Once the car gets to the Mezzanine and stops, the car call to the Platform is cancelled) The CALL CANCEL button does exactly that: when pressed, cancels all calls during Phase II operation.

This tip is not meant to supersede any official code requirements but rather to supplement the general understanding of how Firemen Service operates. In fact, Firemen Service requirements differ from municipality, date of elevator installation, etc... NYCT elevators are subject to Building Code RS 18

June 2007



Single Speed and 2 Speed Sliding Doors

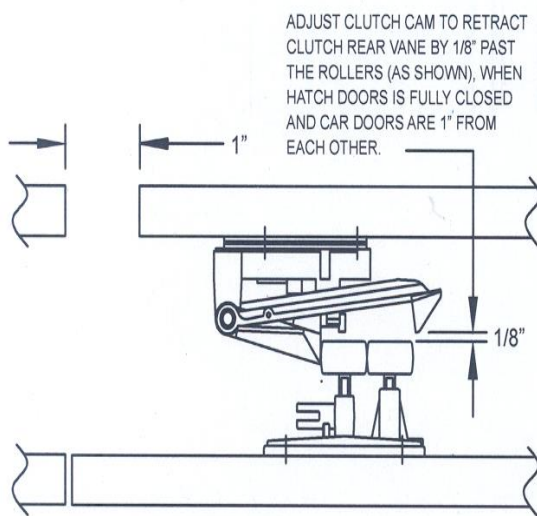
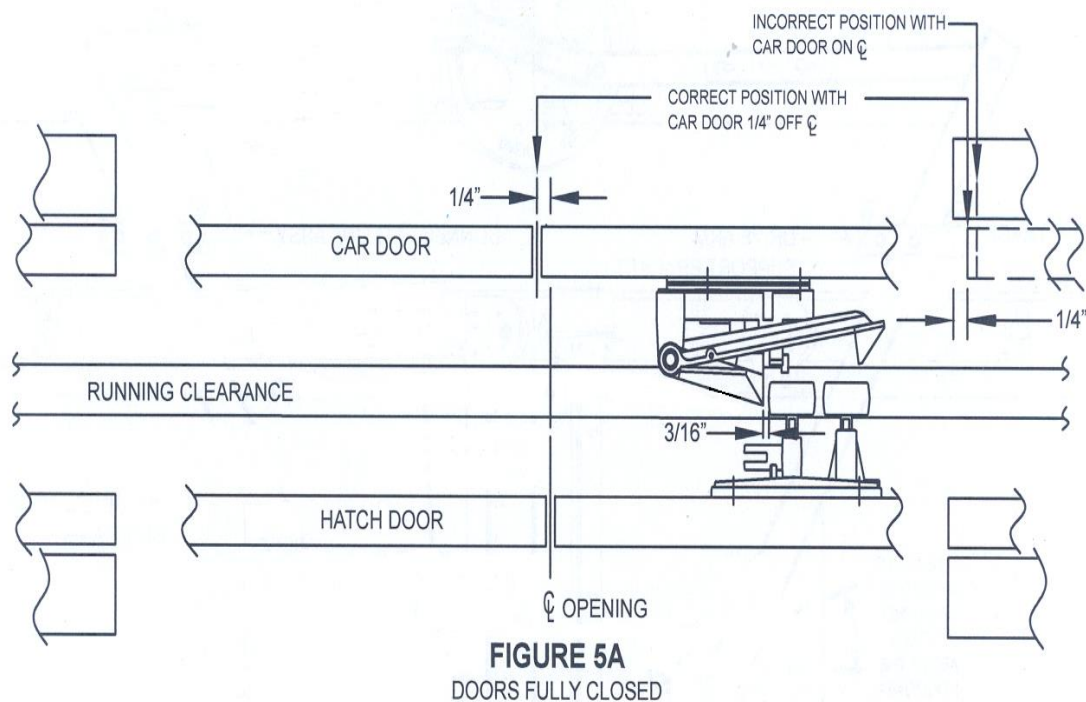


FIGURE 5B
CAR DOORS 1" OPEN

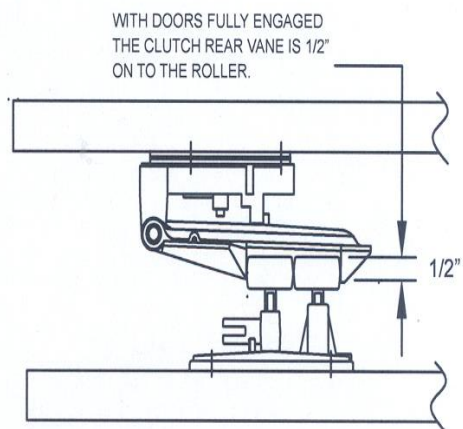


FIGURE 5C
DOORS FULLY ENGAGED

Figure 2A, 2B, 2C & 2D

Center-Parting Car Doors Figure 5A, 5B & 5C

PART IV. REQUIRED SCHEDULES

Schedule I	Site Tour Release Form
Schedule II	Price Schedules
Schedule III	Domestic Steel
Schedule IV	Addenda Acknowledgement
Schedule V	Executive Order 177
Schedule VI	Authorized Agent
Schedule VII	Joint Venture
Schedule VIII	Contractor Responsibility Data Form
Schedule IX	MTA Vendor Code of Ethics Certification
Schedule X	NYS Certification of Restrictions on Lobbying
Schedule XI	MacBride Certification
Schedule XII	Non-Collusive Bidding Certification
Schedule XIII	Iran Divestment Act Certification
Schedule XIV	Omnibus Procurement Act Form
Schedule XV	Bidder's Acknowledgement
Schedule XVI	Bidder's Signature and Certificate of Authority

SCHEDULE I – SITE TOUR RELEASE FORM

SITE TOUR RELEASE FORM

WHEREAS, I have requested LIRR to permit me, for my own purpose and advantage to attend a site tour(s) and make a visual inspection of property owned, operated or controlled by LIRR, MTA or other MTA subsidiaries or affiliates ("Premises"), in connection with:

LIRR IFB No. 6360

Maintenance, Inspections and Repair Services of Elevators

THEREFORE:

In consideration of the permission granted to me by LIRR to go upon the Premises, I do hereby assume any and all risk and all liability for losses, damages or injuries to my person, or property, or death which I might suffer or sustain while on the Premises, in whole or part, and do hereby, for myself, my heirs, executors, administrators, successors and assigns, release and forever quit-claim and discharge LIRR, MTA and MTA's subsidiaries and affiliates, and their respective subsidiaries, affiliates, officers, agents, employees and/or indemnitees (collectively, the "Indemnified Parties"), from and against any and all claims which I, or my heirs, executors, administrators, successors and assigns allege to have arisen from, or relate to, in whole or in part, to any losses, damages, or injuries to my person or property, or death while on the Premises, irrespective of whether such loss, damage, injury to my person or property, or death is caused by the negligence or willful actions of each and any of the Indemnified Parties.

This instrument is only for the benefit of the Indemnified Parties.

Name of Firm: _____

Name of Individual: _____

Signature: _____

Date: _____

Please email completed form to Melissa Flores, Senior Contract Administrator, at mpcesar@lirr.org

SCHEDULE II – PRICE SCHEDULES

[See separate file Attached]

SCHEDULE III – STEEL COMPONENTS

DOMESTIC STEEL PROVISION

This Contract is subject to Section 2603-a of the public Authorities Law (Ch. 441, Laws of 1983) entitled "Letting of certain contracts involving steel products". This provision, hereinafter called "Domestic Steel Provision", requires the board of each public authority to implement such law and to determine whether application of the provisions thereof would result in unreasonable costs or that steel products or steel components cannot be produced or made in the United States in sufficient and reasonably available quantities or of satisfactory quality or design. The Authority has adopted the following guidelines with inspect to the implementation of such provision which will be applicable to this contract:

GUIDELINES

1. Definition. Steel component means a product rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed or processed by a combination of two or more operations, from steel.
2. Supplies, material, or equipment shall be deemed to be made of, fabricated from or contain a steel component or steel components if the cost of the steel component or components exceeds fifty percent of the cost of the material content of the supplies, material or equipment. Such supplies, materials and equipment shall be referred to herein as "steel products".
3. A steel component, including structural steel and reinforcing steel, shall be deemed to have been produced or made in whole or in substantial part in the United States, its territories or possessions if the cost of the portion thereof, including both materials and processes, produced or made in the United States, its territories or possessions, exceeds fifty percent of the cost of the component. Such steel components shall be referred to herein as "domestic steel components."
4. Procedure for steel not domestically produced:
 - (a) Bids or proposals for steel products estimated to cost in excess of \$50,000 and for contracts for the construction, reconstruction, alteration, repair, or maintenance of a facility estimated to be in excess of \$100,000 and utilizing structural or reinforcing steel or major steel products shall state therein the amount of the bid or proposed price which represents the cost of steel components, stated, separately for domestic steel components and foreign steel components.
 - (b) In a competitively bid contract, the cost of a domestic steel component shall be deemed reasonable if the lowest responsive and responsible bidder has offered all or substantially all domestic steel components.
 - (c) In a competitively bid contract, if a bid including domestic steel components is responsible and responsive, but not lowest, a credit shall be allowed in the amount of six percent of the cost of the foreign steel components contained in the lowest responsible and responsive bid, and the contract shall be awarded to the lowest responsible and responsive bidder offering domestic steel components if the subtraction of such credit from the amount of its bid makes such bid the lowest responsible and responsive bid.

- (d) The procedure provided in (c) shall not be used if its application would result in the award of a contract utilizing domestic steel components of less total cost than if such procedure were not followed.
 - (e) In a negotiated procurement, domestic steel components shall be allowed a credit of six percent of the highest cost of analogous foreign steel components offered by other negotiators for purposes of determining the award.
 - (f) If no bid proposal is received which includes steel components produced or made in the United States, a conclusive presumption shall be made that such steel component or components are not available domestically.
 - (g) If a negotiation is undertaken with one party only, evidence must be submitted that the cost of foreign steel components is at least six percent less than the cost of domestic steel components if foreign steel components are offered.
- 5. A determination that steel products or steel components are not produced or made in the United States of satisfactory quality or design shall be made by the Board of the Authority on a case by case basis.
 - 6. The provisions of any federal law or regulation pertaining to Buy America, if applicable, shall be applied in lieu of the provisions of Section 2603-a of the Public Authorities Law.
 - 7. Emergency Procurements. In an emergency, steel products shall be deemed not to be produced or made in the United States in sufficient and reasonably available quantities or of satisfactory quality or design if, after reasonable inquiry, the Authority determines that such steel products cannot be obtained within the six percent cost differential referred to in paragraph 4 within the time required by the emergency.
 - 8. Motor vehicles and automobile equipment assembled in Canada in conformity with the United States-Canadian trade agreement known as the "Automotive Products Trade Act of 1965" shall not be deemed of foreign origin.

STEEL COMPONENTS

Pursuant to the provisions of Section 2603-a of the New York State Public Authorities Law and the provisions herein of the State of New York Special Conditions (SNYSC) relating to domestic and foreign steel, the Bidder shall state in the space provided below, that part of the bid, if any, which represents the cost of domestic steel components and that part of the bid, if any, which represents the cost of foreign steel components.

Cost of Domestic Steel Components:

_____complete
(price in numbers)

_____complete
(price in words)

Cost of Foreign Steel Components:

_____complete
(price in numbers)

_____complete
(price in words)

If the Bidder fails to provide the pricing data required above, the Railroad will assume that the bid is based on the use of domestic steel products. IN SUCH CASE, IF SUCH Bidder IS AWARDED THE CONTRACT, IT WILL BE REQUIRED TO FURNISH DOMESTIC STEEL PRODUCTS AT THE PRICE BID.

Date

Signature

Title

Company Name

SCHEDULE IV – ADDENDA ACKNOWLEDGEMENT

Bidder acknowledges receipt of the following Addenda to the Contract:

Addenda Number_____	Date _____
Addenda Number_____	Date _____
Addenda Number_____	Date _____
Addenda Number_____	Date _____
Addenda Number_____	Date _____
Addenda Number_____	Date _____
Addenda Number_____	Date _____
Addenda Number_____	Date _____

SCHEDULE V

Executive Order 177 Certification

The bidder/proposer shall submit the following certification with its bid/proposal. No award shall be made to the successful bidder/proposer until this completed certification is submitted to LIRR.

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- i. all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- ii. employers with fewer than four employees in all cases involving sexual harassment; and,
- iii. any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the bidder/proposer hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

Bidder/Proposer: _____

By: _____

Name: _____

Title: _____

Date: _____, 20__

SCHEDULE VI

AUTHORIZED AGENT

The Bidder hereby designates the following individual at the following address in the State of New York as its agent for the purpose of receiving any written notice required to be served per the Contract Documents, including Notice of Award, and for receiving service of any and all legal processes resulting from this Contract:

Name of Firm

Name and Title of Individual

Federal I.D. #

Street

Town State Zip Code

Telephone No.: () _____

Fax No.: () _____

***** Bids transmitted via "Fax" are not acceptable.**

(Check where indicated below if the Bidder is a foreign corporation, in which case the Bidder agrees to accept process as provided herein.)

The undersigned, a corporation not organized and existing under the laws of the State of New York, agrees that personal service of process in any action, suit or proceeding instituted by the Railroad against the undersigned on or in connection with their bid or the Contract may be made by certified or registered mail addressed to the undersigned at the address referred to in herein, unless a different address within the State of New York be specified below, in which event service as aforesaid may be made only at the address specified below or at such other mailing address within the State of New York as is substituted therefore by the undersigned by notice in writing to the Railroad as provided in the Contract Documents. Failure of the Bidder to check the box below will constitute the Bidder's statement that it is not a foreign corporation, and may, if untrue, be grounds for disqualification.

Bidder is a foreign corporation: ☐

State of Incorporation: _____

SCHEDULE VII – JOINT VENTURE AGREEMENT

If this bid is submitted by a Joint Venture, the parties thereto shall submit a notarized Joint Venture Agreement, identifying the Contract and stating the intent of the Joint Venture, the cost sharing arrangements between the parties, the management responsibilities, and identifying the person or persons empowered to commit the Joint Venture in contractual agreements related to this Contract.

SCHEDULE VIII – CONTRACTOR RESPONSIBILITY AND EXPERIENCE

Schedule II Contractor Responsibility Long Form

(Complete for Contracts valued at \$250,000 or greater, Special Circumstance Contracts over \$100,000 and known Subcontracts over \$1 million)

PREFACE

Each bidder/proposer (“bidder”) estimating a contract value of \$250,000 or greater must complete and submit as part of its bid the information specified on the annexed Contractor Responsibility Form or provide an Affidavit of No Change, included with the form, as further described below. An agency may require, as part of the contract documents or in connection with a qualification review or hearing, answers to additional questions or additional representations by a bidder as the agency deems appropriate in each instance.

If the bidder has previously submitted a Contractor Responsibility Form within one year prior to the present date and there have been no material changes in the information specified on that form, two original signed, notarized Affidavits of No Change may be submitted in lieu of a new Contractor Responsibility Form, subject to the same execution requirements applicable to the Contractor Responsibility Form.

A bidder has the obligation to demonstrate its responsibility. After receipt of a completed Contractor Responsibility Form, an agency may require a bidder to provide additional information, or to clarify or supplement information already furnished including but not limited to information relating to its past performance, its plan for performing the contract, investigations, indictments, convictions, safety practices and record, and financial condition. An agency may conduct site visits to a bidder’s plant, current work sites, and other locations, and may also perform additional inquiries with other public and private agencies such as the MTA Inspector General, the New York City Department of Investigation, public prosecutor offices, and State and local agencies and authorities, as appropriate. If any such investigation uncovers allegations of improprieties or other matters that give rise to concerns about criminal wrongdoing, appropriate agencies may be contacted.

Information obtained with regard to a bidder shall be incorporated into the responsibility determination record of the agency. If the agency personnel authorized to determine a bidder’s responsibility (“procurement officer”) determines that significant adverse information regarding a bidder has been obtained, the determination that the bidder is responsible or not responsible shall include the rationale for the decision in light of the adverse information and, if the determination is that the bidder is responsible, shall be approved by the agency’s President or the President’s designee and in the case of contracts with an estimated value at the time of contract award of \$1 million or greater, the MTA Chairman/CEO in consultation with the MTA’s General Counsel. Significant adverse information regarding a bidder includes but is not limited to an unsatisfactory final performance evaluation on a contract with any MTA agency within the immediate prior three (3) years, an uncured interim unsatisfactory rating on a contract with any MTA agency, or an answer of “Yes” to any question in Part IV of the annexed Contractor Responsibility Form. If the award is subject to Board approval, the existence of significant adverse information shall be included in the staff summary.

A bidder’s evaluation within the last three (3) years, as either: (a) overall Marginal on two (2) or more final performance ratings; or (b) overall Marginal on three (3) or more consecutive interim performance ratings on the same contract, constitutes adverse information. In order for an agency to find such a bidder to be responsible notwithstanding such adverse information, the agency’s President’s authorization is required.

In order to permit a finding of responsibility or non-responsibility, the evaluation of a bidder's responsibility by contracting officer will include, but not be limited to consideration of factors such as:

- The bidder's general business experience and stability, with consideration of the organizational structure of the bidder, its management expertise and depth, length of time in business, bondability, and prior history of defaults, debarments and non-responsibility determination;
- The bidder's cash flow and balance sheet and the financial demands that will be imposed on the bidder by its performance of the contract;
- The size, capacity and capability of the bidder in relation to the work to be performed and in relation to other work being performed by the bidder. This includes an evaluation of the availability to the bidder of the management, professional or technical expertise to perform the work, the availability of physical plant or equipment required for the work, previous experience relevant to the work, and the effect on the bidder of other work being performed or about to be performed by it;
- The record of performance of the bidder on other contracts of the agency, affiliated agencies, other governmental agencies, and non-governmental entities, including Workers Compensation Experience Rating, compliance with safety standards, compliance with DBE/WBE/MBE and SDVOB requirements on prior contracts, and claims loss history;
- The bidder's record with respect to integrity and business ethics including, with regard to criminal activity or other misconduct; i) the nature of any alleged criminal activity or other misconduct; ii) the status and disposition of any investigation into such activity; iii) the nature of any criminal or administrative penalty imposed; iv) the time-frame encompassed by the alleged activity; v) the general condition of the relevant industry in terms of such factors as integrity and competitiveness; and vi) any remedial steps taken by the firm to address concerns about its responsibility;
- Whether, pursuant to applicable law or regulation, the bidder is barred by any federal, state, local or other public or governmental entity from the award of a contract or submission of bids/proposals;
- The risks associated with the project in general and if the contract is awarded to the bidder in terms of : i) the extent to which the work of the project impacts the safety of the general public, customers, and employees; ii) the agency's finances; iv) the best interests of the agency; and v) whether, if requested by an agency, the firm will agree to address concerns about its responsibility through such techniques as the appointment of a monitor or the termination of the relationship between the firm and specific person(s) or other firm (s); and
- Any other factors considered relevant by the agency.

Where a bidder is a newly-formed firm, such information may be obtained with respect to predecessor firms or the prior experience of the principals of the new firm.

**METROPOLITAN TRANSPORTATION AUTHORITY
CONTRACTOR RESPONSIBILITY FORM
INSTRUCTIONS¹**

1. Who should complete and sign the Contractor Responsibility Form? This form must be completed for all contracts of \$250,000 or greater. In addition, contractors and known subcontractors in contracts involving "Special Circumstances" must complete this form. "Special Circumstances" are defined herein as contracts or subcontracts in excess of \$100,000 in the following areas: painting; scrap; hazardous materials; concrete; lead; asbestos; inspection and testing; security-related projects; carting; and textiles and garments; or such area the Authority may designate from time to time. In addition, all known subcontractors having subcontracts in excess of \$1 million must complete this form. The person who completes the Contractor Responsibility Form on behalf of the submitting contractor or subcontractor must provide his/her title, telephone/fax number and e-mail address in Part II of the questionnaire. The person who signs the questionnaire on behalf of the submitting contractor or subcontractor should be either Chief Executive, Executive Director, Chief Administrator, President, Vice President, Treasurer, Secretary, Chair of the Board of Directors, or the principal owner or officer responsible for administering the submitting contractor's contract.
2. Who should complete and sign an Affidavit of No Change? If the Contractor has previously submitted a Contractor Responsibility Form within one year prior to the present date and there have been no material changes in the information specified on that form, two original signed, notarized Affidavits of No Change must be executed for the submitting Contractor. It is required that one of the principal owners/officers whose title is listed in Paragraph 1 above execute the Affidavit of No Change on behalf of the submitting contractor.
3. For purposes of this questionnaire, the terms "Contractor," "bidder," and "bidder/proposer" refer to both a bidder/proposer and to the firm to be awarded the contract, as well as Contractors seeking subcontracts for \$1 million and more, or Contractors seeking contracts or subcontracts in special circumstances of \$100,000 or more. All of the questions refer to the firm awarded the contract, with the exception of the questions in Parts III.C. and IV, which include separate instructions.
4. For all questions, matters on appeal must be disclosed.
5. Unless otherwise noted, all questions relate to the previous ten (10) years.
6. All questions on this questionnaire must be answered; do not leave blanks. Where appropriate, state "None" or "Not Applicable" (N/A).

¹ PERSONAL PRIVACY PROTECTION LAW NOTIFICATION

The information the Contractor is providing on this application, including information about Key People, is requested pursuant to the New York State Public Authorities Law for the purposes of determining the Applicant Firm's responsibility for a contract award. Failure to provide the specified information and authorization requested may, in the sole discretion of the MTA, prevent your firm's award of a contract by the MTA and/or its agencies. The information will be kept in a file maintained by MTA and its agencies or other files maintained under the authority of MTA and its agencies. Information which, because of any name, number, symbol, mark or other identifier, can be used to identify a person, shall be received, maintained and used by the MTA and its agencies solely for the above-stated purposes and will be protected from public disclosure to the fullest extent permitted by law.

7. If additional space is required to fully respond to any question, please add sheets to this questionnaire and reference the question/answer appropriately.
8. This form includes:
 - a. Contractor representations and obligations (Part III) which (a) apply to Contractor's bid/proposal; and (b) are deemed incorporated into the contract between the Contractor and Authority if the contract is awarded to Contractor. If any representation is not accurate and complete at the time Contractor signs this form, Contractor must, as part of its bid, identify the provision and explain the reason in detail on a separate sheet, as provided in Part III; and
 - b. Questions which Contractor must answer as part of its bid/proposal (Parts III.C., IV, and V).
9. If during the performance of this Contract, either of the following occurs, Contractor shall promptly give notice in writing of the situation to the Authority's Chief Procurement Officer, and thereafter cooperate with the Authority's review and investigation of such information.
 - a. Contractor has reason to believe that any representation or answer to any question contained in this Contractor Responsibility Form was not accurate or complete at the time Contractor Responsibility Form was signed; or
 - b. Events occur or circumstances change so that an answer to any question on this Form is no longer accurate or complete.
10. In the Authority's sole discretion, the following shall constitute grounds for the Authority to take remedial action up to and including immediate termination of the Contract for convenience without payment for profit and overhead for work not performed if:
 - a. Contractor fails to notify the Chief Procurement Officer as required by "9" above;
 - b. Contractor fails to cooperate with the Authority's request for additional information as required by "9" above;
 - c. Contractor, a Contractor director, officer, principal, managerial employee, or owner of a 10% or more interest in Contractor, is convicted of a crime involving a public contract; or
 - d. Significant concerns about the Contractor's integrity are raised based upon an evaluation of the events underlying any other determination, indictment, conviction, or other allegation that Contractor or a Contractor director, officer, principal, managerial employee, or owner of a 10% or more interest in Contractor, or has been involved in any felony or a misdemeanor related to truthfulness and/or business conduct in the past ten (10) years.
11. The Authority reserves the right to inquire further with respect to Contractor's responses; and Contractor consents to such further inquiry and agrees to furnish all relevant documents and information as requested by the Authority. Any response to this document prior or subsequent to Contractor's bid or proposal which is or may be construed as unfavorable to Contractor will not necessarily automatically result in a negative finding on the question of Contractor's responsibility or a decision to terminate the Contract if it is awarded to Contractor.

12. Definitions:

- a. Affiliate: An entity in which the parent of the submitting contractor owns more than fifty (50) % of the voting stock and/or an entity in which a group of principal owners or officers that owns more than fifty (50) % of the submitting contractor also owns more than fifty (50) % of the voting stock.
- b. Authority: refers to the MTA and/or MTA subsidiary or affiliate to which the Contractor is submitting its bid or proposal and/or which is awarding the contract sought.
- c. Control: The submitting contractor is controlled by another entity when: (1) the other entity holds ten (10) % or more of the voting stock of the submitting contractor; or (2) the other entity directs or has the right to direct daily operations. The submitting contractor controls another entity when: (1) it holds ten (10) % or more of the voting stock of the other entity; or (2) it directs or has the right to direct daily operations.
- d. Government agency(ies): include city, state, federal public agencies, quasi-public agencies, authorities and corporations, public development corporations, public benefit corporations and local development corporations.
- e. Integrity Monitor: includes an Independent Private Sector Inspector General ("IPSIG"), or any independent private sector firm with legal, audit, investigative and loss prevention skills, employed by an organization or government entity, either voluntarily or by compulsory process, to monitor an entity's business activities to ensure compliance with relevant laws and regulations, as well as to uncover and report unethical or illegal conduct within and against the entity.
- f. Joint Venture: a business undertaking by two or more persons, corporations or other legal entities engaged in a single defined project. The necessary elements are: (1) an express or implied agreement; (2) a common purpose the group intends to carry out; and (3) shared profits and losses.
- g. Managerial employees or managerial capacity: Employees in a supervisory capacity who, either by virtue of their title or their duties, operate with discretion over solicitation, letting, or management of contracts with public agencies.
- h. Metropolitan Transportation Authority ("MTA") subsidiary or affiliate includes: New York City Transit Authority ("NYCT"), Manhattan and Bronx Surface Transit Operating Authority ("MaBSTOA"), Staten Island Rapid Transit Operating Authority ("SIRTOA"), Triborough Bridge and Tunnel Authority ("TBTA"), Metro-North Commuter Railroad Company ("MNCR"), Long Island Rail Road ("LIRR"), Metropolitan Suburban Bus Authority ("MSBA"), MTA Bus Company ("MTA BC"), MTA Capital Construction ("MTACC") and First Mutual Transportation Assurance Company ("FMTAC").
- i. Officer: Any individual who serves as or performs the functions of chief executive officer, chief financial officer, or chief operating officer of the submitting contractor, without regard to such individual's title. president, vice president, secretary, treasurer, board chairperson, trustee (individual or entity who administers a trust) or their equivalents.
- j. Parent: Any entity including, but not limited to any individual, partnership, joint venture or corporation which owns (50) % or more of the voting stock of another entity.

- k. Principal Owner: An individual, partnership, joint venture or corporation that holds a ten (10) % or greater ownership interest in a submitting contractor or subcontractor.
- l. Share: To have space, staff, equipment, expenses, or use such items, in common with one or more other entities.
- m. Significant Adverse Information: includes but is not limited to an unsatisfactory final performance evaluation on a contract with any MTA agency within the immediate prior three (3) years, an uncured interim unsatisfactory rating on a contract with any MTA agency, or an answer of "yes" to any question in Part IV herein.
- n. Subcontract: An agreement between an individual or entity that is a party to a contract and another individual or entity which is for the provision of goods, services or construction pursuant to that contract, and has a value that when aggregated with the values of all other such agreements with the same individual or entity and subcontractor during the immediately preceding twelve (12) month period is valued at one million dollars (\$1,000,000) or more, and in special circumstances involving agreements of \$100,000 or more.
- o. Submitting Contractor: The entity submitting the Contractor Responsibility Form.
- p. Subsidiary: An entity in which the majority of the voting stock is owned by a parent.

PART I. IDENTITY OF CONTRACTOR:

A. Contractor's full legal name: _____

B. Tax ID Number ("TIN"), Employer Identification Number ("EIN") and Social Security Number ("SSN"), as applicable: _____

C. Contractor's form of legal entity (corporation, joint venture, sole proprietorship, etc.): _____

If the Contractor is a Joint Venture, or Partnership, please list all partner firms and/or parties to the Joint Venture below. All partners and/or parties listed are also required to individually complete a separate Contractor Responsibility Form.

(1) Partner/Party name: _____
 TIN, EIN, or SSN: _____
 Percentage of Ownership: _____

(2) Partner/Party Name: _____
 TIN, EIN or SSN: _____
 Percentage of ownership: _____

D. State or country under whose laws Contractor is organized and year organized: _____

E. Does the Contractor now use or, in the past ten (10) years has it used, TIN, EIN, doing business as or "DBA", name, trade name or abbreviation other than the Contractor's name or TIN, or EIN number listed in Part I.B. above?

F. Contractor's mailing address: _____

G. Contractor's street address (complete only if different than "F"): _____

H. Has contractor changed its address in the past five (5) years and, if so, what was the firm's prior address(es)? _____

I. Contractor's telephone number: _____ Fax number: _____

Email address: _____

PART II. IDENTITY OF PERSON COMPLETING THIS QUESTIONNAIRE:

A. Name: _____ Employer/Title: _____

B. Telephone number: _____ Fax number: _____

C. Email address: _____ Mobile number: _____

PART III. CONTRACTOR REPRESENTATIONS: If for any reason a representation on this questionnaire is not accurate and complete as of the time Contractor signs this form, Contractor must identify the provision and explain the reason in detail on a separate sheet. Absent such an explanation, Contractor represents that the following statements are complete and accurate:
Please check this box if a separate sheet is attached: ☐

A. Statement of non-collusion as required by Section 2878 of the Public Authorities Law:

- (1)** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
 - a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (2)** A bid shall not be considered for award nor shall any award be made where (1) (a), (b), and (c) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (1) (a), (b), and (c) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the Chief Procurement Officer of the Authority, or designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph 1(a) herein.

B. Statement of no-conflict of interest:

- (1)** No appointed or elected official, member or other officer or employee of the City or State of New York, or of the Metropolitan Transportation Authority ("MTA"), or MTA's affiliates and subsidiaries: i) is interested, directly or indirectly, in any manner whatsoever in or in the performance of the Contract or in the supplies, work, or business to which it relates or in any portion of the profits thereof; or ii) has been or will be offered or given any tangible or intangible consideration in connection with this bid/proposal/Contract.
- (2)** Contractor covenants that neither Contractor nor, to the best of Contractor's knowledge after diligent inquiry, any director, officer, owner or employee of Contractor or any person or entity with a 10% or more interest in Contractor has any interest nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the faithful performance of the Contract hereunder.
- (3)** In the event Contractor has no prior knowledge of a conflict of interest as set forth in "1" and "2" above and hereafter acquires information which indicates that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Authority's Chief Procurement Officer. Contractor shall thereafter cooperate with the Authority's review and investigation of such information, and comply with any

instructions it receives from the Chief Procurement Officer in regard to remedying the situation.

<p>C. The following questions apply to any bid, proposal, or contract between Contractor and the City or State of New York, any other state, any public authority or other public entity, the United States government, the MTA, and MTA affiliates and subsidiaries. (If the answer to any question is "YES," Contractor must provide all relevant information on a separate sheet annexed hereto). Please check this box if a separate sheet is attached: <input type="checkbox"/></p> <p>The following questions apply to: i) Contractor, Contractor's parent, subsidiaries and affiliates of Contractor (if any); ii) any joint venture (including its individual members) and any other form of partnership (including its individual members) which includes Contractor or Contractor's parent, subsidiaries, or affiliates of Contractor, iii) Contractor's directors, officers, principals, managerial employees, and any person or entity with a 10% or more interest in Contractor; iv) any legal entity controlled, or 10% or more of which is owned, by Contractor, or by any director, officer, principal, managerial employee of Contractor, or by any person or entity with a 10% or more interest in Contractor.</p>	
(1) Within the past five (5) years, has Contractor been declared not responsible?	NO <input type="checkbox"/> YES <input type="checkbox"/>
(2) Has Contractor been debarred, suspended, or otherwise disqualified from bidding, proposing, or contracting?	NO <input type="checkbox"/> YES <input type="checkbox"/>
(3) Is there a proceeding pending relating to Contractor's responsibility, debarment, suspension, or qualification to receive a public contract?	NO <input type="checkbox"/> YES <input type="checkbox"/>
(4) Within the past five (5) years, has Contractor defaulted on a contract or been terminated for cause?	NO <input type="checkbox"/> YES <input type="checkbox"/>
(5) Has a government agency or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of the Contractor's default or in lieu of declaring Contractor in default?	NO <input type="checkbox"/> YES <input type="checkbox"/>
(6) Within the past five (5) years, has the Contractor been required to engage the services of an Integrity Monitor in connection with the award of or in order to complete, any public or private contract?	NO <input type="checkbox"/> YES <input type="checkbox"/>

<p>(7) Within the past five (5) years, have Contractor's safety practices/procedures been evaluated and ruled as less than satisfactory by the City or State of New York, any other state, any public authority or any public entity, the United States government, the MTA, MTA affiliates or subsidiaries?</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>(8) Has Contractor's Workers Compensation Experience Rating been 1.2 or greater at any time in the last five (5) years? If "yes", please explain.</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>

D. Consent to the jurisdiction of New York courts and to service of process:

- (1) If Contractor is not organized under the laws of the State of New York, Contractor consents to the jurisdiction of the Courts of the State of New York and to the jurisdiction of any federal court located within the City of New York, with respect to any matter pertaining to Contractor's bid/proposal and, if the Contract is awarded to Contractor, to the Contract.
- (2) Contractor agrees that service of process in any judicial or administrative action may be made upon it by certified mail, return receipt requested, sent to the mailing address for Contractor specified above.
- (3) Contractor agrees that any judicial or administrative action or proceeding commenced by Contractor against the Authority shall only be commenced in a state or federal court or agency located within the City of New York.

PART IV. QUESTIONS WHICH MUST BE ANSWERED BY "YES" or "NO": (In the event of a "YES," Contractor must provide all relevant information on a separate sheet annexed hereto, and the Authority reserves the right to inquire further with respect thereto.)

To the best of your knowledge after diligent inquiry, in connection with the business of Contractor or any other firm which is related to Contractor by any degree of common ownership, control, or otherwise, do any of the following statements apply to: i) Contractor, Contractor's parent, subsidiaries and affiliates of Contractor (if any); ii) any joint venture (including its individual members) and any other form of partnership (including its individual members) which includes Contractor or Contractor's parent, subsidiaries, or affiliates of Contractor; iii) Contractor's directors, officers, principals, managerial employees, and any person or entity with a 10% or more interest in Contractor; iv) any legal entity controlled, or 10% or more of which is owned, by Contractor, or by any director, officer, principal, managerial employee of Contractor, or by any person or entity with a 10% or more interest in Contractor.

<p>A. Within the past ten (10) years, has been convicted of or pleaded nolo contendere to (1) any felony or (2) a misdemeanor related to truthfulness in connection with business conduct.</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>B. Has pending before any state or federal grand jury or court an indictment or information of the commission of a crime which has not been favorably terminated.</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>C. Is the subject of a pending investigation by any grand jury, commission, committee or other entity or agency or authority of any local, state, or the federal government in connection with the commission or alleged commission of a crime.</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>D. Is currently disqualified from selling or submitting bids/proposals to or receiving awards from or entering into any contract with any federal, state or local government agency, any public authority or any other public entity.</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>E. Within the past five (5) years, has refused to testify or to answer any question concerning a bid or contract with any federal, state, or local government agency, any public authority or any other public entity when called before a grand jury or other committee, agency or forum which is empowered to compel the attendance of witnesses and examine them under oath, upon being advised that neither the person's statement nor any information or evidence derived from such statement will be used against that person in any subsequent criminal proceeding.</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>F. Is currently disqualified from selling or submitting a bid to, or receiving an award from, or entering into any contract with any public entity or public authority within the State of New York because, within the past five (5) years, such entity or person refused to testify or to answer any relevant question concerning a transaction or contract with the State of New York, any political subdivision of the State of New York, or a public authority or a public department, agency or official of the State of New York or of a political subdivision of the State of New York, when called before a grand jury or other state or local department, commission or agency which is empowered to compel the attendance of witnesses and examine them under oath, upon being advised that neither that person's statement nor any information or evidence derived from such statement will be used against that person in any subsequent criminal proceeding.</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>

<p>G. Has within a ten (10) year period preceding this Bid/Proposal been convicted of or had a civil judgment rendered against it for or in relation to: (i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; (ii) collusion with another person or entity in connection with the submission of bid/proposals; (iii) violation of federal or state antitrust statutes or False Claims Acts; or (iv) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement(s) or receiving stolen property.</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
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<p>PART V. ADDITIONAL QUESTIONS: In the event of a “Yes”, Contractor must provide all relevant information on a separate sheet annexed hereto, and the Authority reserves the right to inquire further with respect thereto.</p>	
<p>A. List the name, title, and home and business address of each person or legal entity which has a 10% or more ownership or control interest in Contractor:</p> <p>Name: _____</p> <p>Title: _____</p> <p>Home address: _____</p> <p>Business address: _____</p>	
<p>B. List the name, title, and home and business address of each director and principal officer of Contractor:</p> <p>Name: _____</p> <p>Title: _____</p> <p>Home address: _____</p> <p>Business address: _____</p>	
<p>C. In the past ten (10) years, has Contractor entered into a consent decree, deferred prosecution agreement, or a non-prosecution agreement?</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>D. In the past three (3) years, has Contractor been a subcontractor on any contract with the Authority?</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>

<p>E. In the past seven (7) years, have any bankruptcy proceedings been initiated by or against the Contractor (whether or not closed) or is any bankruptcy proceeding pending by or against the Contractor regardless of the date of filing?</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>F. In the past five (5) years, have there been any judgments, injunctions, or liens of \$100,000 or more, including but not limited to, judgments based on taxes owed, fines and penalties assessed by a government agency against Contractor at any time?</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>G. Are there any judgments, injunctions, or liens for \$100,000 or more each against Contractor that remain open, unsatisfied or in effect today?</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>H. During the past five (5) years, has the Contractor failed to file any applicable federal, state or local tax return?</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>I. Does the Contractor own or rent office space? Please provide details.</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>J. Does any principal owner or officer of the Contractor, or any member of his/her immediate family, have an ownership interest in any entity that holds the title or lease to any real property used by the Contractor?</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>K. Does Contractor share office space, staff, equipment, or expenses with any other entities? If "YES", please provide details.</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>

L. Contractor is required to provide a list of contracts as requested in (1) and (2) below. For each of the contracts listed in (1) and (2) below, Contractor shall provide a brief description of the work performed, the contract number, the dollar amount at award and at completion, date completed, and the name and telephone number of the owner's representative:

- (1) List relevant contracts completed during the last three (3) years. If more than three (3) contracts have been completed in the past three (3) years, list the last three (3) relevant contracts completed.

Brief description of work performed: _____

Contract number: _____

Dollar amount of award: _____

Date completed: _____

Name/Telephone number of company and owner's representative: _____

Dollar amount at completion: _____

Brief description of work performed: _____

Contract number: _____

Dollar amount of award: _____

Date completed: _____

Name/Telephone number of company and owner's representative: _____

Dollar amount at completion: _____

Brief description of work performed: _____

Contract number: _____

Dollar amount of award: _____

Date completed: _____

Name/Telephone number of company and owner's representative: _____

Dollar amount at completion: _____

- (2) List each contract completed by Contractor during the last three (3) years for which liquidated damages or penalty provisions were assessed against Contractor for failure to complete the work on time or for any other reason. Contractor is required to provide an explanation of the circumstances for each contract.

Brief description of work performed: _____

Contract number: _____

Dollar amount of award: _____

Date completed: _____

Name/Telephone number of company and owner's representative: _____

Dollar amount at completion: _____

<p>Brief description of work performed: _____</p> <p>Contract number: _____</p> <p>Dollar amount of award: _____</p> <p>Date completed: _____</p> <p>Name/Telephone number of company and owner's representative: _____</p> <p>Dollar amount at completion: _____</p>
<p>Brief description of work performed: _____</p> <p>Contract number: _____</p> <p>Dollar amount of award: _____</p> <p>Date completed: _____</p> <p>Name/Telephone number of company and owner's representative: _____</p> <p>Dollar amount at completion: _____</p> <p>If none of the above situations occurred during the last three (3) years, state "NONE" here: _____</p>

<p>M. Furnish the following information for each contract for which, during the last three (3) years, the Contractor was:</p> <p>(1) Terminated for default; or</p> <p>(2) Sued to compel performance; or</p> <p>(3) Sued to recover damages, including, without limitation, upon an alleged breach of contract, misfeasance, error or omission or other alleged failure on Contractor's part to perform as required by the contract; or</p> <p>(4) Called upon a surety to perform the work; or</p> <p>(5) Required to engage the services of an Integrity Monitor in connection with the award of or in order to complete, any public or private contract; or</p> <p>(6) Required to draw on a letter of credit in lieu of a performance bond.</p> <p>a. Brief description of work performed: _____</p> <p>Contract number: _____</p> <p>Dollar amount of award: _____</p> <p>Date completed: _____</p> <p>Name/Telephone number of owner's representative: _____</p> <p>If none of the above situations occurred during the last three (3) years, state "NONE" here: _____</p>
<p>N. List all Contractor employees: (Attach additional sheets as needed)</p> <p>(1) Who are currently employees of MTA or any MTA subsidiary or affiliate:</p> <p>Name: _____</p>

Currently employed by: (check as appropriate)

MTA ☐ NYCT ☐ MaBSTOA ☐ SIRTOA ☐ MNCR ☐
LIRR ☐ MSBA ☐ TBTA ☐ MTACC ☐ MTA BC ☐

Name: _____

Currently employed by: _____

MTA ☐ NYCT ☐ MaBSTOA ☐ SIRTOA ☐ MNCR ☐
LIRR ☐ MSBA ☐ TBTA ☐ MTACC ☐ MTA BC ☐

Name: _____

Currently employed by:

MTA ☐ NYCT ☐ MaBSTOA ☐ SIRTOA ☐ MNCR ☐
LIRR ☐ MSBA ☐ TBTA ☐ MTACC ☐ MTA BC ☐

- (2) Who within the past two (2) years have been MTA or any MTA subsidiary or affiliate employees who were involved on behalf of Contractor with the preparation of this bid/proposal or would be involved in the performance of the contract if it is awarded to Contractor.

Name: _____

Currently employed by: _____

MTA ☐ NYCT ☐ MaBSTOA ☐ SIRTOA ☐ MNCR ☐
LIRR ☐ MSBA ☐ TBTA ☐ MTACC ☐ MTA BC ☐

Name: _____

Currently employed by: _____

MTA ☐ NYCT ☐ MaBSTOA ☐ SIRTOA ☐ MNCR ☐
LIRR ☐ MSBA ☐ TBTA ☐ MTACC ☐ MTA BC ☐

<p>O. Provide certified financial statements for Contractor's last three (3) fiscal years. If Contractor does not have certified financial statements, provide financial statements sworn to by Contractor's chief financial officer. If Contractor is unable to provide any such statements, provide other information which will enable the Authority to evaluate and determine whether Contractor has sufficient financial resources to enable Contractor to perform the Contract.</p>	
<p>P. Does Contractor have a subsidiary or affiliate?</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>Q. Is Contractor a subsidiary of another entity?</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>R. Within the past five (5) years or currently, does Contractor, any director, officer, principal, managerial employee of Contractor, or any person or entity with a 10% or more interest in Contractor have an interest of 10% or more in any other firm or legal entity?</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>S. If the answer to P, Q or R is "YES," would Contractor's answers pertaining to Part V Questions A through M above be the same for each such parent, subsidiary, affiliate, firm or legal entity? If not, please provide a full explanation on a separate sheet of paper.</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>T. Describe the resources, including but not limited to, staffing, facilities, equipment, and tools that Contractor will commit to the performance of this contract. If this information is provided elsewhere in Contractor's bid/proposal, please enter below the reference to that section in Contractor's submission that responds to this question.</p> <p>See Section: _____</p>	

Contractor must sign here: _____
Authorized Signature

Date: _____

**METROPOLITAN TRANSPORTATION AUTHORITY
CONTRACTOR RESPONSIBILITY FORM**

AFFIDAVIT AND ACKNOWLEDGEMENT

(Complete and submit this Affidavit and Acknowledgement Form unless
the Affidavit of No Change applies.)

STATE OF _____)
) SS:
COUNTY OF _____)

On the ____ day of _____, 201__, before me personally came and appeared
_____ by me known to be said person, who swore under oath as follows:

1. I am _____ of _____.
(Print name and title) (Print name of firm)
2. I am duly authorized to sign this questionnaire on behalf of said firm and duly signed this document pursuant to said authorization.
3. The answers to the questions set forth in the Metropolitan Transportation Authority Contractor Responsibility Form and, except as set forth in the stated exceptions in Part III, the representations set forth in this questionnaire, are true, accurate and complete. I authorize the MTA to verify any such information and to conduct any background checks it deems appropriate.
4. I acknowledge and understand that the questionnaire includes provisions which are deemed included in the contract if awarded to the firm.

Signature

Sworn to and subscribed to before me
this ____ day of _____, 201__.

Notary Public _____ County
My commission expires: _____

**METROPOLITAN TRANSPORTATION AUTHORITY
CONTRACTOR RESPONSIBILITY FORM**

AFFIDAVIT OF NO CHANGE AND ACKNOWLEDGEMENT

STATE OF _____)
) SS:
COUNTY OF _____)

On the ____ day of _____, 201__, before me personally came and appeared _____ by me known to be said person, who swore under oath as follows:

1. I am _____ of _____.
(Print name and title) (Print name of firm)
2. I am duly authorized to sign this Affidavit of No Change on behalf of said firm and duly signed this document pursuant to said authorization.
3. The Contractor previously submitted a Metropolitan Transportation Authority Contractor Responsibility Form within one (1) year prior to the date hereof to the Metropolitan Transportation Authority or an MTA subsidiary or affiliate.
4. Attached is an accurate and true copy of such previously submitted MTA Contractor Responsibility Form.
5. I hereby certify that there has been no material change in the information specified on such attached Contractor Responsibility Form except as follows:

6. I acknowledge and understand that the previously submitted MTA Contractor Responsibility Form includes provisions which are deemed included in the contract if awarded to the firm.

Signature

Sworn to and subscribed to before me
this ____ day of _____, 201__

Notary Public _____ County
My commission expires: _____

**METROPOLITAN TRANSPORTATION AUTHORITY
CONTRACTOR RESPONSIBILITY FORM**

AFFIDAVIT OF NO CHANGE AND ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 201__, before me personally came and appeared _____ by me known to be said person, who swore under oath as follows:

7. I am _____ of _____.
(Print name and title) (Print name of firm)
8. I am duly authorized to sign this Affidavit of No Change on behalf of said firm and duly signed this document pursuant to said authorization.
9. The Contractor previously submitted a Metropolitan Transportation Authority Contractor Responsibility Form within one (1) year prior to the date hereof to the Metropolitan Transportation Authority or an MTA subsidiary or affiliate.
10. Attached is an accurate and true copy of such previously submitted MTA Contractor Responsibility Form.
11. I hereby certify that there has been no material change in the information specified on such attached Contractor Responsibility Form except as follows:

12. I acknowledge and understand that the previously submitted MTA Contractor Responsibility Form includes provisions which are deemed included in the contract if awarded to the firm.

Signature

Sworn to and subscribed to before me
this ____ day of _____, 201__.

Notary Public _____ County

My commission expires: _____

SCHEDULE IX – MTA VENDOR CODE OF ETHICS CERTIFICATION

MTA VENDOR CODE OF ETHICS

The Metropolitan Transportation Authority has adopted an MTA Vendor Code of Ethics (the “Code”), which is applicable to all Vendors, as defined by the Code, involved in the procurement process for the award and performance of this Contract. All Vendors involved in this Invitation for Bid (“IFB”) or Request for Proposal (“RFP”) and during the performance of any resultant contract are subject to the Code, which is available for Bidder/Proposer’s immediate review on the MTA website at www.mta.info/mta/procurment/vendor-code.htm. Accordingly, all Bidder/Proposer’s must certify compliance with the Code.

Bidder/Proposer’s Certification of Compliance with the Code

Consistent with the terms of the MTA Code of Ethics, which are incorporated herein by reference, the undersigned Bidder/Proposer’s hereby certifies that during the course of the IFB or RFP and any resultant Contract:

1. The Bidder/Proposer has notice of all of the terms of the Code;
2. No gift, as defined by the Code, has been or will be offered to LIRR in connection with this IFB or RFP or any resultant contract;
3. No conflicts of interest exist or will exist;
4. All officers and personnel of the Bidder/Proposer who have interacted or will interact with LIRR have been or will be provided a copy of the Code; and
5. The Bidder/Proposer will obtain certifications similar to those made herein from all of its lower tier subcontractors, sub-consultants and suppliers that the Bidder/Proposer engaged or are being solicited for work under any contract resulting from this procurement. Receipt and retention of these lower tier certifications shall be subject to audit by MTA/LIRR.

By: _____
(Signature of Person Certifying) (Date Signed)

Print Name: _____

Print Title: _____

Bidder/Proposer’s or
Contractor Consultant: _____
(Full Legal Name)

Address: _____

Business Phone No: _____

SCHEDULE X – NYS CERTIFICATION OF RESTRICTIONS ON LOBBYING

NYS CERTIFICATION OF RESTRICTIONS ON LOBBYING

All procurements by LIRR in excess of \$15,000 annually are subject to New York State’s State Finance Law Sections 139-j and 139-k, effective January 1, 2006 (“Lobbying Law”).

Pursuant to the Lobbying Law, all “contacts” (defined as oral, written or electronic communications with the LIRR intended to influence a procurement) during a procurement must be made with the designated Point of Contact only. Exceptions to this rule include written questions during the bid process, communications with regard to protests, contract negotiations and RFP conference participants. Nothing in the Lobbying Law inhibits any rights to make an appeal, protest or complaint under existing administrative or judicial procedures.

Violations of the policy regarding permissible contacts must be reported to the appropriate LIRR officer and investigated accordingly. First violation may result in a determination of non-responsibility and ineligibility for award to the violator and its subsidiaries, affiliates and related entities. The penalty for a second violation within four (4) years is ineligibility for bidding/proposing on a procurement and/or ineligibility from being awarded any contract for a period of four (4) years. LIRR will notify the New York State Office of General Services (“OGS”) of any determinations of non-responsibility or debarments due to violations of the Lobbying Law. Violations found to be “knowing and willful” must be reported to the LIRR President and OGS.

Moreover, the statutes require LIRR to obtain certain affirmation and certifications from Bidders and Proposers. This schedule contains the forms to comply, with additional information and instructions.

DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

Instructions:

New York State Finance Law Section 139-k(2) obligates LIRR to obtain specific information regarding prior non-responsibility determinations. In accordance with State Finance Law Section 139-k, an offeror must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law Section 139-j, or (b) the intentional provision of false or incomplete information to a Governmental Entity.

As part of its responsibility determination, State Finance Law Section 139-k(3) mandates consideration of whether an offeror fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no procurement contract shall be awarded to any offeror that fails to timely disclose accurate or complete information under this section, unless the factual elements of the limited waiver provision can be satisfied on the written record.

THE FORMS ARE ON THE NEXT PAGES

COMPLIANCE WITH NYS FINANCE LAW SECTIONS 139-j AND 139-k

Name of Bidder / Proposer: _____

Address: _____

Name and Title of Person Submitting this Form: _____

Has any governmental entity* made a finding of non-responsibility regarding the Bidder/Proposer in the previous four years?

No ☐ Yes ☐

If yes: Was the basis for the finding of the Bidder's/Proposer's non-responsibility due to a violation of State Finance Law Section 139-j?

No ☐ Yes ☐

Was the basis for the finding of Bidder's/Proposer's non-responsibility due to the intentional provision of false or incomplete information to a governmental entity?

No ☐ Yes ☐

If yes, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Year of Finding of Non-responsibility: _____

Basis of Finding of Non-responsibility:

(Add additional pages as necessary)

Has any governmental entity terminated a procurement contract with the Bidder/Proposer due to the intentional provision of false or incomplete Information?

No ☐ Yes ☐

*A "government entity" is: (1) any department, board, bureau, commission, division, office, council, committee or officer of New York State, whether permanent or temporary; (2) each house of the New York State Legislature; (3) the unified court system; (4) any public authority, public benefit corporation or commission created by or existing pursuant to the public authorities law; (5) any public authority or public benefit corporation, at least one of those members is appointed by the governor or who serves as a member by virtue of holding a civil office of the state; (6) a municipal agency, as that term is defined in paragraph (ii) of subdivision (s) of section one-c of the Legislative Law; or (7) a subsidiary or affiliate of such a public authority. (SFL Section 139-j, paragraph 1.a)

COMPLIANCE WITH NYS FINANCE LAW SECTIONS 139-j AND 139-k

BIDDER'S/PROPOSER'S AFFIRMATION AND CERTIFICATION

By signing below, the Bidder / Proposer:

a) Affirms that the Bidder/Proposer understands and agrees to comply with the policy regarding permissible contacts in accordance with State Finance Law Sections 139-j and 139-k of New York State.

b) Certifies that all information provided to LIRR with respect to State Finance Law Sections 139-j and 139-k is complete, true, and accurate.

By: _____
(Signature of Person Certifying)

Date: _____

Print Name: _____

Print Title: _____

Bidder/Proposer or Contractor/Consultant: _____
(Full Legal Name)

Address: _____

Business Telephone Number: _____

LIRR'S RIGHT TO TERMINATE

LIRR reserves the right to terminate a Contract in the event it is found that the certification filed by the Contractor / Consultant, as Bidder / Proposer, in accordance with New York State Finance Law Section 139-k was intentionally false or intentionally incomplete. Upon such finding, LIRR may exercise its termination right by providing written notification to the Contractor/Consultant in accordance with the written notification terms of the Contract.

SCHEDULE XI –MACBRIDE CERTIFICATION

**NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:
MACBRIDE FAIR EMPLOYMENT PRINCIPLES**

In accordance with Section 165(5) of New York's State Finance Law, the Bidder/Proposer, by submission of this Proposal, certifies that it or any individual or legal entity in which the Bidder/Proposer holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership in the Bidder/Proposer, either: (check one)

_____ (1) Has no business operations in Northern Ireland; or

_____ (2) Shall make lawful steps in good faith to conduct any business operations that it has in Northern Ireland in accordance with the MacBride Fair Employment Principles, relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such principles.

Name of Bidder/Proposer

Signature of Authorized Representative

Date

SCHEDULE XII – NON-COLLUSIVE BIDDING CERTIFICATION

**NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY
SECTION 2878 OF THE NEW YORK PUBLIC AUTHORITIES LAW**

BY SUBMISSION OF ITS BID/PROPOSAL/OFFER, BIDDER/PROPOSER/OFFEROR AND EACH PERSON SIGNING ON BEHALF OF BIDDER/PROPOSER/OFFEROR CERTIFIES, AND IN THE CASE OF JOINT BID/PROPOSAL/OFFER, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

(1) The prices of this bid/proposal/offer have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder/proposer/offeror or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid/proposal/offer have not been knowingly disclosed by the bidder/proposer/offeror and will not knowingly be disclosed by the bidder/proposer/offeror prior to opening, directly or indirectly, to any other bidder/proposer/offeror or to any competitor; and

(3) No attempt has been made or will be made by the bidder/proposer/offeror to induce any other person, partnership or corporation to submit or not to submit a bid/proposal/offer for the purpose of restricting competition.

A BID/PROPOSAL/OFFER SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE (1), (2), (3) ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED, HOWEVER, THAT IF IN ANY CASE THE BIDDER/PROPOSER/OFFEROR CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER/PROPOSER/OFFEROR SHALL SO STATE AND SHALL FURNISH BELOW SUBMIT WITH ITS BID/PROPOSAL/OFFER A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

Subscribed to under penalty of perjury under the laws of the State of New York, this ____ day
of _____, 20____ as the act and deed of said individual, firm, corporation
or
partnership.

IF BIDDER/PROPOSER/OFFEROR IS A PARTNERSHIP(S), COMPLETE THE FOLLOWING:

NAMES OF PARTNERS OR PRINCIPALS

LEGAL RESIDENCE

IF BIDDER/PROPOSER/OFFEROR IS A CORPORATION(S), COMPLETE THE FOLLOWING

NAME

LEGAL RESIDENCE

President

Secretary

Treasurer

NAME

LEGAL RESIDENCE

President

Secretary

Treasurer

SCHEDULE XIII
IRAN DIVESTMENT ACT CERTIFICATION

Pursuant to New York State Finance Law § 165–a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site a list of persons who have been determined to engage in investment activities in Iran (“the List”), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, LIRR may not enter into or award a contract unless it obtains a certification from a Bidder/Proposer, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, LIRR may consider entering into a contract, on a case by case basis if the Bidder/Proposer checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

By checking the applicable box below, the Bidder/Proposer, _____

(Name of Bidder/Proposer)

certifies as follows:

- ☐ **a. Certification that the Bidder/Proposer is not on the List:** Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law, or,
- ☐ **b. Certification that the Bidder’s/Proposer’s investment in Iran is ceasing:** The person cannot make the certification in Subparagraph a, above, but asks LIRR to consider them for award of the Contract by certifying, under penalty of perjury, that the person’s investment activities in Iran were made before April 12, 2012; the person’s investment activities in Iran have not been expanded or renewed after April 12, 2012; and the person has adopted publicized and is implementing a formal plan to cease its investment activities in Iran and to refrain from engaging in any new investments in Iran.

Signature of Person with Authority
To Sign on Bidder/Proposer’s Behalf

Print Name and Position

SCHEDULE XIV – OMNIBUS PROCUREMENT ACT FORM

**IMPORTANT NOTICE TO BIDDERS/PROPOSERS,
INCLUDING QUESTION AND INCORPORATED CONTRACT
PROVISIONS,
NEW YORK OMNIBUS PROCUREMENT ACT (CHAPTER 844 of
1992)
ENCOURAGING THE USE OF NEW YORK STATE BUSINESS
ENTERPRISES IN CONTRACT PERFORMANCE**

1. Definition: For purposes of this notice, a “New York State Business Enterprise” means a business enterprise consisting of a person acting as a sole proprietorship, or a legal entity such as but not limited to a corporation, limited liability company, or partnership, which offers for sale or lease or other form of exchange, goods which are sought by a New York State public authority or public benefit corporation, which are substantially manufactured, produced or assembled in New York state, or services which are sought by the public authority or public benefit corporation and which are substantially performed within New York State.

2. It is the policy of New York State to maximize opportunities for the participation of New York State Business Enterprises, including minority and women-owned business enterprises, as bidders/proposers, subcontractors, and suppliers. New York State Business Enterprises that participate as contractors, subcontractors and suppliers in the contracts of the Metropolitan Transportation Authority and its affiliated and subsidiary agencies (collectively, “MTA”) strongly contribute to the economies of the State and the nation. In recognition of this contribution, bidders/proposers for this contract are strongly encouraged and expected to consider New York State Business Enterprises in the fulfillment of the requirements of this contract. Such participation may be as subcontractors, suppliers, or other supporting roles. MTA, to the maximum extent practicable and consistent with legal requirements, desires to achieve participation of qualified and responsible New York State Business Enterprises in purchasing commodities and services including technology. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law. Utilizing New York State Business Enterprises in MTA contracts will help create more private sector jobs, rebuild New York’s infrastructure and maximize economic activity to the mutual benefit of contractors, participating New York State Business Enterprises, the public sector and the people of the State of New York. Public procurements can drive and improve the State’s economic engine through promotion of the participation of New York State Business Enterprises by MTA contractors. MTA, therefore, strongly encourages bidders/proposers to use New York State Business Enterprises in MTA contracts. The potential participation by all kinds of New York State Business Enterprises in MTA contracts will deliver great value to the MTA, the State and its taxpayers.

3. A bidder/proposer responding to this solicitation may answer the question below in its bid or proposal to demonstrate its voluntary commitment to the use of New York State Business Enterprises²:

Does bidder/proposer anticipate that one or more New York State Business Enterprises will be used in the performance of this contract?

Yes: ____

No: ____

If the answer is yes, please identify in the bid/proposal the New York State Business Enterprises that the bidder/proposer anticipates will be used, to the extent known, and attach identifying information about each such New York State Business Enterprise.

4. The bidder/proposer that is awarded and enters into the contract (the “Contract”) that is the subject of this solicitation (“Contractor”) agrees by so entering into such contract to the following, which is incorporated into and made a part of the Contract:

A. Contractor agrees to furnish to MTA information regarding its use of New York State Business Enterprises in the performance of this Contract, including by reporting to MTA, in response to MTA’s request, whether New York State Business Enterprises are being, have been or are anticipated to be, used in the performance of the Contract, and, if so, by providing identifying information about each such New York State Business Enterprise.

5. If the Contract is in an amount of \$1 million or more (a “Large Contract”) the following additional provisions are incorporated into and are made a part of the Large Contract:

A. Contractor shall (i) upon entering into the Large Contract provide to MTA documentation of its effort to encourage use of New York State Business Enterprises and (ii) thereafter also report the extent of such use for each such New York State Business Enterprise (a) in response to a request of the MTA project manager and (b) at the time of Contract close-out.

B. Contractor is required to make reasonable efforts to encourage the participation of New York State Business Enterprises and suppliers and subcontractors on such Large Contract. Contractor will be required to document its efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors by showing it has (i) solicited bids/proposals, in a timely and adequate manner from New York State Business Enterprises including certified minority-owned business, (ii) contacted the New York State Dept. of Economic Development to obtain listings of New York State Business Enterprises, (iii) placed notices for subcontractors and suppliers in newspapers, journals or other trade publications distributed in New York State, or (iv) participated in bidder/proposer outreach conferences. Documentation of such efforts of the Contractor must be produced to the MTA upon MTA’s request. If the Contractor determines that New York State Business Enterprises are not available to participate on the contract as subcontractors or suppliers, the Contractor shall provide a statement to the MTA indicating the method by which such determination was made. If the Contractor

² While support of New York State Business Enterprises is encouraged, how a bidder/proposer responds to this question will have no impact on the award of the subject procurement (except for certain rolling stock procurements where the law expressly permits New York State content to be part of the evaluation criteria for award).

does not intend to use subcontractors, the Contractor shall provide a statement to MTA verifying such.

C. Contractor must comply with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended.

D. Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this contract through listing any such positions with the Division of Employment and Workforce Solutions of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. Contractor agrees to document these efforts and to provide said documentation to the MTA or the State, upon request.

E. Contractor acknowledges that New York State may seek to obtain offset credits from foreign counties as a result of this contract and agrees to cooperate with the State in these efforts.

5. Information on the availability of New York State subcontractors and suppliers is available:

Online by going to the following address and signing up for a free account with the New York State Contract Reporter: <https://www.nyscr.ny.gov/nysBusinessReg.cfm>.

By telephoning the New York State Department of Economic Development, Division of Small Business at 518-292-5266.

6. A directory of New York State certified minority and women-owned business enterprises is available:

Online at <http://esd.ny.gov/MWBE/directorySearch.html>

By contacting the Empire State Development's Division of Minority and Women's Business Development:

Albany, NY 12245
(518) 292-5250

or

633 Third Avenue, 33rd Floor
New York, NY 10017
(212) 803-2414

By contacting the MTA's Department of Diversity and Civil Rights at 646-252-1385 for an appointment to inspect the directory at 2 Broadway, 16th floor, New York, NY 10004. At your request, the Department of Diversity and Civil Rights will assist a firm in reviewing the directory.

7. Contractors that want to be informed by e-mail of future contracting opportunities that may be of interest to them that are advertised in the New York State Contract Reporter, may sign up for a free account by going to <https://www.nyscr.ny.gov/contracts.cfm>

8. Contractors that want to sign up, at no charge, to be included in the New York State Business Registry, which may be used by various New York State public agencies and by prime contractors who may contact the Contractor's business directly about subcontracting opportunities, may go to <https://www.nyscr.ny.gov/nysBusinessReg.cfm>. Requests for listing in this registry may be made by:

- i) a New York State Business Enterprise that is not currently listed in this registry; and
- ii) a business in any other state or country provided the state or country in which the company is located does not engage in discriminatory purchasing practices. These discriminatory jurisdictions are identified within the Business Registry application.

SCHEDULE XV – BIDDER’S ACKNOWLEDGEMENT

1.0 The Bidder,

(Insert full legal name, including state of incorporation, if any)

acknowledging that it has satisfied itself as to the nature, location and site conditions of the Work, and having carefully examined all of the Contract Documents, offers to perform for The Long Island Rail Road Company (“LIRR” or the “Railroad”) all the Work described in said Contract Documents in strict conformity with each and every provision of said Contract Documents at the price(s) set forth in the Price Schedules submitted in connection with the Bidder’s bid, and within the time(s) set forth in the Contract Documents.

- 2.0 The Bidder acknowledges that upon its default and without further notice to the Bidder, the Railroad may proceed to execute a contract with any of the original Bidders as the Railroad considers to be in its best interest, or may invite further bids, and the Bidder shall thereupon, in either case, be liable to the Railroad for all loss and damages sustained by the Railroad by reason of such failure of the Bidder.
- 3.0 The Railroad may also incur damage by reason of ultimately entering into a contract for this Work at a higher price than that offered by the Bidder. In such event, the Bidder shall be liable to the Railroad for the excess amount of the bid price(s) ultimately accepted by the Railroad over and above the Bid Price(s) offered by of the Bidder.
- 4.0 Further, upon submission of this bid, the Bidder acknowledges and agrees to the following:
- a. The offer made by the Bidder shall be irrevocable for three (3) months after the date on which the Railroad opens the same without regard to any bid rejection, conditional acceptance or counter offer.
 - b. The Bidder understands that the Railroad reserves the right to require the Bidder, prior to the award of the Contract, to submit a financial statement and experience data in a form satisfactory to the Railroad and to be examined thereon and on its experience, in order to enable the Railroad to determine whether the Bidder appears to have the financial and technical capability of performing the Work; and that failure to comply with these requirements may preclude the award of the Contract to the Bidder.
 - c. As provided in the General Conditions in the section entitled “New York State and Local Taxes,” the Bidder understands that it shall not include, and represents that it has not included, in the price(s) set forth in the bid any amount on account of possible State of New York Sales or Compensating Use taxes on the sale or transfer to it of any personnel property which will become an integral component part of the Work.
 - d. The Bidder understands and agrees that a conditional bid, or one which varies from any provision of the Contract Documents, or fails to meet any requirement thereof, may be considered non-responsive and rejected; and that the Railroad reserves the right to waive informalities in or to reject any or all bids, as it may determine in its sole and absolute discretion.

- e. Protest of any award by a Bidder shall be in accordance with the latest issue of the Railroad's Protest Procedure.
- 5.0 The Bidder represents that it has carefully examined the Contract Documents and has reviewed its bid and other required information, and is supplying herewith all completed Schedules and other bid data.
- 6.0 The Bidder represents that it has made its best effort to disclose, and will continue to disclose, any issue, element, factor, cause of action, claim or event incident to its bid, which if disclosed would be likely to have a significant adverse impact upon the Railroad's decision to accept such bid.

Agent, Partner, or Corporate Officer: _____
(Type or print name and title)

(Signature)

(Date)

**SCHEDULE XVI – BIDDER’S SIGNATURE AND CERTIFICATE OF
AUTHORITY**

1.0 EACH BIDDER MUST SIGN BELOW TO VALIDATE ITS BID.

IN WITNESS WHEREOF, the undersigned hereby certifies that she/he has read the entire Contract Documents, including Bidders Bid Section, and all entries made on each Schedule, all supplemental data and each understanding, agreement, offer, acknowledgement, and words of like import made by and furnished on behalf of the Bidder, and attests that it is accurate and the Bidder is bound thereby.

(Exact name of individual, firm or corp.)

Officer, Agent or Partner
Name and Title

(Type or Print)

Officer, Agent or Partner

(Signature)

Date: _____

2.0 THE FOLLOWING SHALL ALSO BE COMPLETED IF THE CONTRACTOR IS A CORPORATION:

I, the undersigned, as Secretary of the Corporation submitting the foregoing Request for Quotation, hereby certify that under and pursuant to the bylaws and resolution of said corporation, each officer who has signed such Request for Quotation on behalf of the corporation, is fully and completely authorized to do so.

(CORPORATE SEAL)

Secretary _____
(Signature)

Secretary _____
(Type or print Name and Title)