

**DATE: 08/02/2023**

## NON-CONSTRUCTION CONTRACT SOLICITATION NOTICE

MTA- HQ IS NOW ADVERTISING FOR THE FOLLOWING:

**SSE #:** 000432881R

**OPENING/DUE DATE:** 08/09/2023

**TYPE OF SOLICITATION:** IFB

**DOCUMENT AVAILABILITY DATE:** 08/02/2023

**SOLICITATION TITLE:** All Agency Solicitation for Heavy Equipment Rentals

**DESCRIPTION:** MTA is seeking firm, fixed pricing for the rental of four (4) categories of heavy equipment including aerial equipment, construction equipment, generators and miscellaneous equipment on a daily, weekly or monthly rental basis. All equipment shall be covered for full maintenance and repairs during the rental period.

Work listed in this solicitation for the Agencies below:

- New York City Transit/MTA Bridge and Tunnels
- New York City Transit Department of Buses (DOB)
- Long Island Rail Road
- Metro North Rail Road/ Metro North Grand Central Terminus (GCT)

Funding:100% MTA

Goals: N/A

Est \$ Range: \$10 - \$50M

Contract Term:36 Months

\*\*\*PLEASE SEE THE ATTACHED SCOPE OF WORK FOR ADDITIONAL INFORMATION\*\*\*

( ) **PRE-BID CONFERENCE** N/A

**DATE:**

**TIME:**

( ) **SITE TOUR** N/A

**DATE:**

**TIME:**

**PLACE:**

**FOR MORE INFORMATION, PLEASE CONTACT:**

**PROCUREMENT REPRESENTATIVE:** Chitra Zacharias

**EMAIL:** [chitra.zacharias@mtahq.org](mailto:chitra.zacharias@mtahq.org)

# SCOPE OF WORK

## **GENERAL SCOPE FOR ALL AGENCIES:**

The purpose of this solicitation is to award Contract(s) to provide the MTA Agencies with a means of acquiring short term rentals (i.e., Daily, Weekly or Monthly) of Heavy Equipment. These Contract(s) will be for a base period of three (3) years. Prices shall remain firm for the duration of the Contract(s).

Bidders are advised that quotes which contain exceptions, disclaimers, additional terms or conditions, or which fail to meet any requirement of the Contract may be rejected as being non-responsive.

All requests for clarifications regarding the Inquiry shall be made in writing and submitted to the assigned MTA Procurement Manager no later than 10 business days prior to the Bid Opening.

The MTA in its sole discretion reserves the right to make changes to the Contract(s) which may result in additions to or reductions of the amount, type or value of the Work included in the Scope to the extent that any such changes are within the general scope of the Contract(s). If this solicitation is awarded to multiple Bidders by category, and if the Bidder who was awarded for one of the categories cannot accommodate an Agency's need for the rental of a particular item, then that Agency will place an order for that equipment with the Bidder whose price represents the next lowest Bid in that category.

Apart from the General Scope above which applies to all the MTA Agencies, here are three (3) supplemental Scopes of Work listed in this solicitation for the Agencies below:

- New York City Transit/MTA Bridge and Tunnels
- New York City Transit Department of Buses (DOB)
- Long Island Rail Road
- Metro North Rail Road/ Metro North Grand Central Terminus (GCT)

## **New York City Transit and MTA Bridge and Tunnels Technical Scope of Work:**

Provide construction machinery and aerial equipment as specified herein, on a daily, weekly or monthly rental basis. All equipment shall be covered for full maintenance and repairs during the rental period.

Under normal operations, the Contractor shall deliver requested equipment to a Metropolitan Transit Authority (MTA or Authority) construction/work site within two (2) to five (5) calendar days of request or the date as specified by the Project Manager or his/her designee. Where an emergency situation exists the Project Manager shall be allowed to request the immediate delivery (within 2 to 4 hours' notice) of equipment as available from the Contractor. The Contractor shall incur no penalty if the unit or units required is unavailable. Equipment may be substituted based on availability with the prior approval of the Project Manager.

Delivery of equipment shall be made as specified at time of release to any of the MTA job site locations in New York and Connecticut, including the five boroughs and parts of Long Island. Delivery of any equipment shall not be made within 50 linear feet of any track area.

This estimated quantity Contract shall be for a term of 36 months from the date of award.

GENERAL CONDITIONS:

Request for Equipment

Equipment Delivery/ Pick-up Equipment Availability

- 1- A "CONSTRUCTION AND AERIAL EQUIPMENT REQUEST FORM" shall be submitted via email to the Contractor by the Project Manager. The form shall provide the relevant release data (delivery address, contact names and number, R.C., and job number). The form shall be returned to the Project Manager with the equipment number inserted.
- 2- The Project Manager shall be the only contact with the Contractor for releases of rental equipment. Releases requested by any other NYCT personnel shall not be filled and shall be referred back to the Project Manager. Failure to follow this procedure shall result in the forfeiture of the equipment back to the Contractor and subsequent charges to this Contract. The Contractor shall be responsible to recoup any charges/fees due from the requesting department as a result of the unauthorized release.
- 3- The Contractor shall provide a delivery ticket for each item delivered. The delivery ticket shall have a preprinted area for acceptance by MTA personnel who is responsible for the supervision of the job site of the delivered equipment. The box shall have a place for the receiver's signature, printed name, their MTA Pass Number, date, time, and remarks. In addition, a "Safety/ Damage sheet" shall be provided by the Contractor that shall include a "Damage Inspection" check-in/check-out list and "Safety Equipment" check-in/check-out list both with areas for additional remarks.  
  
Note: a copy of the Delivery Ticket and Safety/Damage sheet must be forwarded to the Project Manager via email for equipment tracking.
- 4- All equipment shall be delivered completely assembled, serviced and ready for immediate use. This shall include any accessory or auxiliary component attached or mounted to the major component or equipment.
- 5- Prior to the acceptance of any machinery, the equipment will be inspected by MTA personnel who is responsible for the supervision of job site and subject to trial. Any piece of equipment that does not function properly shall be replaced immediately without cost to the Authority.
- 6- All equipment shall be fully fueled with ultra-low sulfur diesel and DEF (diesel exhaust fluid) where applicable. During the lease period fueling shall be the responsibility of the Authority until termination of the equipment lease. The Authority shall return the equipment as-is. The Authority shall not be responsible to return the equipment refueled.
- 7- The Authority reserves the right to request at any given time the same or similar equipment for as many as five (5) locations for use simultaneously.
- 8- EQUIPMENT AVAILABILITY- if at the time of release a specific piece of equipment is unavailable, a similar piece of equipment may be substituted, but only with prior authorization from the Project Manager. The substituted machinery or equipment specification shall meet or exceed the model(s) as specified for release. The charges to The Authority shall reflect pricing for the equipment requested, not as provided. If the equipment initially requested becomes available, the Contractor may notify the Project Manager that they will swap units at their expense. The swap shall in no way interfere or disrupt ongoing work.
- 9- All equipment shall be picked up as prearranged with MTA supervision or within 24-48 hours'

notice to the Contractor following lease term. All returns shall be with prior knowledge of the Project Manager. The Authority shall pay no additional fees or charges beyond the lease period if the Contractor fails to pick-up the machinery or equipment in a timely fashion. The Contractor shall forward to the Project Manager the receipt confirming the equipment return, including a "Damage Inspection" check-out list and "Safety Equipment" check-out list.

#### GENERAL REQUIREMENTS:

- 1- All rental equipment shall be at minimum from the calendar year 2019 or newer unless specifically noted herein, shall conform to all applicable City, State, and Federal emission laws and standards, including NYC local law 77, and shall be equipped with Best Available Technology as appropriate.
- 2- Maximum rental period for any one piece of construction or aerial equipment at a given location shall be as specified within the contract documents.
- 3- The Contractor shall be aware that any equipment or attachment that has been physically altered or modified in any way shape or form (not to include factory of authorized dealer-added options) shall be deemed unacceptable for use by MTA personnel.
- 4- As applicable, all equipment shall have automatic transmissions.
- 5- All fluid fill points shall be appropriately identified.
- 6- Equipment shall include complete and legible in the English language an Operators manual indicating all machinery functions as well as pre and post use check list.
- 7- Any exposed chains, gears, drive belts, etc. that poses a hazard shall receive a suitable guard. The guard shall be marked in a contrasting color "DANGER".
- 8- All models as specified shall be considered as the minimum requirement for that particular category.
  - "Or-Equal" equipment shall be accepted only if the machinery or equipment specification meets or exceeds the model(s) as specified in the Contract documents.
- 9- The unit mechanical compartments shall be self-contained. Any mechanical or storage compartment that has "ease-of-access" shall receive a heavy-duty hasp and staple or lock hinge to prevent vandalism. The Authority shall provide padlocks. If the unit is to be serviced, repaired, or removed from the property the Contractor may remove by whatever means available any locking device.
- 10- As applicable, the Contractor shall provide vandalism/theft protection covers. The Authority shall provide the padlocks.
- 11- Where possible the Contractor shall provide equipment with foam filled tires.
- 12- All diesel equipment shall be ultra-low sulfur diesel fueled, unless otherwise specifically noted as manual, electric, gas, or alternate fuel source. This shall be reflected on the list of required machinery/equipment and requisition.
- 13- The Contractor shall provide scrubbers on **ALL** diesel-powered equipment to be used underground.
- 14- As applicable, all equipment shall have an "All Motion Alarm" and flashing beacon or strobe.
- 15- The Contractor shall provide all safety devices that shall include but not limit to railings, toe boards, etc. that shall meet applicable OSHA and CFR 1926.601 Code requirements.
- 16- All applicable equipment shall have run time or hours in service indicators on the equipment. The only exclusion acceptable to The Authority shall occur with battery operated equipment that may only display battery usage levels. ***\*This meter shall only operate when the engine is running.***
- 17- There shall be no run-time or mileage restrictions on any of the machinery or equipment.

- 18- There shall be no charge to The Authority for normal wear and tear on any machinery or equipment.
- 19- The Authority shall use their own operators for the machinery or equipment as specified herein.
  - \* A grease gun with replaceable cartridges should be provided for daily operator maintenance.

SERVICE:

Request for Emergency Service

Request for Non-Emergency Service

Request for Maintenance Service

- 1- Request for Emergency Service from any work location, including the five boroughs of New York and parts of Long Island, during normal working hours (7:00am to 4:00pm) and days (Monday thru Friday) shall be responded to within two (2) hours. There shall be no additional cost associated with the "Request for Emergency Service".
- 2- Non-Emergency Service (as long as the machinery/equipment is safely operational) and routine services shall carry a response time of 24 to 48 hours.
- 3- Equipment that is required for weekend work that is non-operational, faulty or in need of repairs shall be swapped out immediately and replaced at the cost of the Contractor. The replacement equipment shall be the same in fit, form, and function. The Contractor shall be given a four (4) hour window to swap equipment.
- 4- Equipment that shall be out-of-service for repair in excess of one eight (8) hour period shall be replaced in kind immediately at the expense of the Contractor.
- 5- Normal maintenance or preventative maintenance as required by the manufacturer shall be done by the Contractor. The Contractor shall be permitted to contact MTA supervisory personnel to request run time or hours in service data to arrange schedule for maintenance work on the equipment. All maintenance work must be prearranged with MTA personnel and or the Project Manager.
- 6- All maintenance service calls shall be performed within the time allotted or scheduled time with the end user and the Project Manager.
- 7- Down time experienced due to repair or replacement of any leased equipment that exceeds any eight (8) hour period shall be added to the end of the lease period. No additional charges shall be incurred by The Authority. This shall not include equipment damaged by MTA personnel.

DAMAGES:

- 1- Damages to equipment incurred by The Authority shall be reported to the Project Manager immediately. Documentation shall be provided by the end user as to what occurred. If possible digital photos shall be taken to document the damage and forwarded to the Project Manager.
- 2- Damages to equipment shall be documented by the Contractor (photographed digitally) and submitted WITHIN 48 HOURS to the Project Manager. The photos shall be followed by a detailed itemized repair estimate for approval prior to any repair WITHIN 5 BUSINESS DAYS to the Project Manager. Repairs that are approved shall be documented to assure that the repairs are completed. Damages approved by the Project Manager shall be paid for under separate Purchase Order or credit card.

BILLING:

- 1- The billing cycle shall begin on the first day of the lease request whether it reflects a daily, weekly, or monthly lease period, and only if the equipment has been delivered by or before this date.

- 2- The Project Manager shall not accept prorated invoices for payment. Invoices shall reflect actual lease time and dates. In addition, invoices that do not match Contract terms, conditions or agreements shall be returned for correction then resubmitted to the Project Manager for payment.
- 3- The corrected invoices shall be marked in bold type "CORRECTED" to avoid confusion with prior invoice submittals. All invoices shall reflect at minimum the following:
  - Unit designation and description.
  - MTA job location.
  - P.O Number
  - Contract I.D. number (Metro North Rail Road orders will have a virtual PO number forwarded upon invoice receipt)
  - Delivery ticket number or pick-up ticket number.
  - Original delivery date.
  - Invoice number.
  - Cost (daily, weekly, or monthly).
  - MTA R.C number.
  - MTA job number.
- 4- All billing shall be sent via e-mail. The contract administrator shall provide this information upon award of contract. Faxes shall not be accepted unless access to the e-mail system is down.

#### LEASE PERIOD DEFINITIONS:

- 1- Lease periods shall be defined as follows:
  - a. Daily- a daily lease shall be inclusive of one (1) calendar day, one (1) 24-hour period, or any part thereof.
  - b. Weekly- a weekly lease shall be inclusive of seven (7) calendar days, one (1) 168-hour period or any part thereof in excess of one (1) calendar day or one (1) 24-hour period.
  - c. Monthly- a monthly lease shall be inclusive of twenty-eight (28) calendar days or any part thereof in excess of seven (7) calendar days or one (1) 168-hour period.

#### EQUIPMENT LIST:

- 1- All models as specified shall be considered as the minimum requirement for that particular category.
  - "Or-Equal" equipment shall be accepted only if the machinery or equipment specification meets or exceeds the model(s) as specified in the Contract documents. The Contractor shall be responsible to provide the specifications and data sheets for The Authority's review.
  - Equipment substituted due to the temporary unavailability of any equipment must be approved equipment as noted herein or approved as an or-equal by the Project Manager before delivery to any work site.
  - All equipment shall be as noted or an or-equal as approved by the Project Manager.
  - All equipment shall be subject to inspection and trial before acceptance.

# **New York City Transit Department of Buses, Non-Revenue Equipment Group Technical Scope of Work:**

## **SCOPE:**

Provide snow removal and contingency equipment as specified herein, on a daily, weekly or monthly rental basis. All equipment shall be covered for full maintenance and repairs during the rental period.

Under normal operation the contractor shall deliver requested equipment to a NYC Transit and MTA Depots within two (2) to five (5) calendar day's request or date as specified by the Contractor Administrator. Where an emergency situation exists the Contract Administrator shall be allowed to request the immediate delivery (within 2 to 4 hours' notice) of equipment as available from the Contractor. The Contractor shall incur no penalty if the unit or units required is unavailable. Equipment may be substituted based on availability with the approval of the end user and the Contract Administrator.

Delivery of equipment shall be made as specified at time of release to any of the five boroughs within the City of New York and including City of Yonkers.

This estimated quantity Contract shall be for a term of 36 months from the date of award.

## **GENERAL CONDITIONS:**

- Request for Equipment
- Equipment Delivery/ Pick-up
- Equipment Availability

- 1- A "Department Of Buses, Non-Revenue Equipment Rental Request Form" or Email to Contractor Administrator and NYC Transit Contract Administrator, shall be submitted/forwarded that shall provide the relevant release data (delivery address, contact names and number, R.C., and job number) to the contractor. The form shall be returned to the Contract Administrator with the equipment number inserted.
- 2- The contract Administrator and his/her designee(s) shall be the only contact with the Contractor for releases. The Contractor shall designate specific contacts for equipment releases. Requests for equipment shall only be accepted by the selected representatives of the Contractor. Releases requested by any other party shall not be filled, but shall be referred back to the NYC Transit Contract Administrator. Failure to follow this procedure shall result in the forfeiture of the equipment back to the Contractor and subsequent charges to this Contract. The Contractor shall be responsible to recoup any charges/fees due from the requesting department as a result of the
  - Unauthorized release.
- 3- The Contractor shall provide a delivery ticket for each item delivered. The delivery ticket must be at minimum 3 part. The delivery ticket shall have a preprinted area for acceptance of the delivered equipment. The box shall have a place for the receiver's signature, printed name, their NYC Transit

Pass Number, date, time, and remarks. In addition, a "Safety/ Damage sheet" shall be provided by the Contractor that shall include a "Damage Inspection" check-in/check-out list and "Safety Equipment" check-in/check-out list both with areas for additional remarks.

Note: a copy of the Delivery Ticket and Safety/Damage sheet must be forwarded to the Contract Administrator via fax or e-mail for equipment tracking.

- 4- All equipment shall be delivered completely assembled, serviced and ready for immediate use. This shall include any accessory or auxiliary component attached or mounted to the major component or equipment.
- 5- Prior to the acceptance of any machinery, the equipment will be inspected and subject to trial. Any piece of equipment that does not function properly shall be replaced immediately without cost to NYC Transit.
- 6- All equipment shall be fully fueled with ultra-low sulfur diesel. During the lease period fueling shall be the responsibility of NYC Transit until termination of the equipment lease. NYC Transit shall return the equipment as-is. NYC Transit shall not be responsible to return to the equipment refueled.
- 7- NYC Transit reserves the right to request at any given time the same or similar equipment for as many as five (5) locations for use simultaneously.
- 8- EQUIPMENT AVAILABILITY- if at the time of release a specific piece of equipment is unavailable, a similar piece of equipment may be substituted, but only with prior authorization from the Contract Administrator and end user. The substituted machinery or equipment specification shall meet or exceed the model(s) as specified for release. The charges to NYC Transit shall reflect pricing for the equipment requested, not as provided. If the equipment initially requested becomes available, the Contractor may notify the end user and Contract Administrator that they will swap units at their expense. The swap shall in no way interfere or disrupt ongoing work.
- 9- All equipment shall be picked up as prearranged with NYC Transit site supervision or within 24-48 hours' notice to the Contractor following lease term. All returns shall be with prior knowledge of the Contract Administrator. NYC Transit shall pay no additional fees or charges beyond the lease period if the Contractor fails to pick-up the machinery or equipment in a timely fashion. The Contractor shall forward to the NYC Transit Contractor Administrator the receipt confirming the equipment return.

## **GENERAL REQUIREMENTS:**

- 1- All rental equipment shall be at minimum from the calendar year 2019 or newer unless specifically noted herein, shall conform to all applicable City, State, and Federal emission laws and standards, including NYC local law 77, and shall be equipped with Best Available Technology as appropriate.
- 2- Maximum rental period for any one piece of construction or aerial equipment at a given location shall be as specified within the contract documents.
- 3- The Contractor shall be aware that any equipment or attachment that has been physically altered or modified in any way shape or form (not to include factory of authorized dealer-added options) shall be deemed unacceptable for use by NYC Transit personnel.
- 4- As applicable, all equipment shall have automatic transmissions.
- 5- Any exposed chains, gears, drive belts, etc. that poses a hazard shall receive a suitable guard. The guard shall be marked in a contrasting color "DANGER".
- 6- All models as specified shall be considered as the minimum requirement for that particular category.



"Or-Equal" equipment shall be accepted only if the machinery or equipment specification meets or exceeds the model(s) as specified in the Contract documents.

- 7- The unit mechanical compartments shall be self-contained. Any mechanical or storage compartment that has "ease-of-access" shall receive a heavy-duty hasp and staple or lock hinge to prevent vandalism. NYC Transit shall provide padlocks. If the unit is to be serviced, repaired, or removed from the property the Contractor may remove by whatever means available any locking device.
- 8- As applicable, the Contractor shall provide vandalism/theft protection covers. NYC Transit shall provide the padlocks.
- 9- Where possible the Contractor shall provide equipment with foam filled tires.
- 10- All diesel equipment shall be ultra-low sulfur diesel fueled, unless otherwise specifically noted as manual, electric, gas, or alternate fuel source. This shall be reflected on the list of required machinery/equipment and requisition.
- 11- As applicable, all equipment shall have an "All Motion Alarm" and flashing beacon or strobe.
- 12- The Contractor shall provide all safety devices that shall include but not limit to railings, toe boards, etc. that shall meet applicable OSHA Code requirements.
- 13- All applicable equipment shall have run time or hours in service indicators on the equipment. The only exclusion acceptable to NYC Transit shall occur with battery operated equipment that may only display battery usage levels.
- 14- There shall be no run-time or mileage restrictions on any of the machinery or equipment.
- 15- There shall be no charge to NYC Transit for normal wear and tear on any machinery or equipment.
- 16- NYC Transit shall use their own operators for the machinery or equipment as specified herein.

## **SERVICE:**

- Request for Emergency Service
  - Request for Non-Emergency Service
  - Request for Maintenance Service
- 1- Request for Emergency Service from any work location within the five boroughs during normal working hours (7:00am to 4:00pm) and days (Monday thru Friday) shall be responded to within two (2) hours. There shall be no additional cost associated with the "Request for Emergency Service".
  - 2- Non-Emergency Service (as long as the machinery/equipment is safely operational) and routine services shall carry a response time of 24 to 48 hours.
  - 3- Equipment that is required for weekend work that is non-operational, faulty or in need of repairs shall be swapped out immediately and replaced at the cost of the Contractor. The replacement equipment shall be the same in fit, form, and function. The Contractor shall be given a four (4) hour window to swap equipment.
  - 4- Equipment that shall be out-of-service for repair in excess of one eight (8) hour period shall be replaced in kind immediately at the expense of the Contractor.
  - 5- Normal maintenance or preventative maintenance as required by the manufacturer shall be done by the Contractor. The Contractor shall be permitted to contact NYC Transit supervisory personnel to request run time or hours in service data to arrange schedule for maintenance work on the

Equipment. All maintenance work must be prearranged with NYC Transit personnel and or the Contract Administrator.

- 6- All maintenance service calls shall be performed within the time allotted or scheduled time with the end user and the Contract Administrator.
- 7- Down time experienced due to repair or replacement of any leased equipment that exceeds any eight (8) hour period shall be added to the end of the lease period. No additional charges shall be incurred by NYC Transit. This shall not include equipment damaged by NYC Transit personnel.

#### **DAMAGES:**

- 1- Damages to equipment incurred by NYC Transit shall be reported to the NYC Transit Contractor Administrator immediately. Documentation shall be provided by the end user as to what occurred. If possible digital photos shall be taken to document the damage and forwarded to the Contract Administrator.
- 2- Damages to equipment shall be documented by the Contractor (photographed digitally) and submitted WITHIN 48 HOURS to the NYC Transit Contract Administrator. The photos shall be followed by a detailed itemized repair estimate for approval prior to any repair WITHIN 5 BUSINESS DAYS to the NYC Transit Contract Administrator. Repairs that are approved shall be documented to assure that the repairs are completed. Damages approved by the NYC Transit Contract Administrator shall be paid for under separate Purchase Order or credit card.

#### **BILLING:**

- 1- The billing cycle shall begin on the first day of the lease request whether-it reflects a daily, weekly, or monthly lease period.
- 2- The NYC Transit Contract Administrator shall not accept prorated invoices for payment. Invoices shall reflect actual lease time and dates. In addition, invoices that do not match Contract terms, conditions or agreements shall be returned for correction then resubmitted by the Contract Administrator for payment.
- 3- The corrected invoices shall be marked in bold type "CORRECTED" to avoid confusion with prior invoice submittals. All invoices shall reflect at minimum the following:
  - Unit designation and description.
  - Transit job location.
  - P.O. number.
  - Delivery ticket number or pick-up ticket number.
  - Original delivery date.
  - Invoice number.
  - Cost (daily, weekly, or monthly).
  - Transit R.C number.
  - Transit job number.
- 4- All billing shall be sent via e-mail. The contract administrator shall provide this information upon award of contract. Faxes shall not be accepted unless access to the e-mail system is down.

## **LEASE PERIOD DEFINITIONS:**

- 1- Lease periods shall be defined as follows:
  - a. Daily- a daily lease shall be inclusive of one (1) calendar day, one (1) 24 hour period, or any part thereof.
  - b. Weekly-a weekly lease shall be inclusive of seven (7) calendar days, one (1) 168 hour period or any part thereof in excess of one (1) calendar day or one (1) 24 hour period.
  - c. Monthly-a monthly lease shall be inclusive of twenty-eight (28) calendar days or any part thereof in excess of seven (7) calendar days or one (1) 168 hour period.

## **EQUIPMENT LIST:**

- 1- All models as specified shall be considered as the minimum requirement for that particular category.
  - "Or-Equal" equipment shall be accepted only if the machinery or equipment specification meets or exceeds the model(s) as specified in the Contract documents. The Contractor shall be responsible to provide the specifications and data sheets for NYC Transit review.
  - Equipment substituted due to the temporary unavailability of any equipment must be approved equipment as noted herein or approved as an or-equal by the Contract Administrator before delivery to any work site.
  - All equipment shall be as noted or an or-equal as approved by the Contract Administrator.
  - All equipment shall be subject to inspection and trial before acceptance.

## **LIST OF APPROVED EQUIPMENT (DOB may rent additional equipment as required from each category):**



### *Articulated Booms-Diesel*

Notes:

- a. All articulating booms shall be fit with a minimum one GFCI duplex electrical outlet on the work platform.
- 1- 45FT articulated **boom-JLG Model 450AJ or Genie Model Z45/25J RT**, minimum weight capacity: 500 lbs., or NYC Transit approved equal.
- 2- 60FT articulated **boom-JLG Model 600AJ or Genie Model 260/34**, minimum weight capacity: 500 lbs., or NYC Transit approved equal.
- 3- 80FT articulated **boom-JLG Model 800AJ or Genie Model 280/60**, minimum weight capacity: 500 lbs., or NYC Transit approved equal.
- 4- 135FT articulated **boom-JLG Model 135 or Genie Model 135'**, minimum weight capacity: 500 lbs. or NYC Transit approved equal.



### *Articulated Boom-Electric*

- 1- 30FT articulated boom with **jib-JLG Model E 300AJP**. Minimum weight capacity: 500 lbs., or NYC Transit approved equal.

► *Scissor Lift-Rough Terrain-Diesel*

Notes:

- a. All scissor lifts shall be fit with built-in generators with at minimum one GFCI electrical quad box on the work platform.
  - b. All scissor lifts shall be provided with one 5 foot power deck extension.
- 1- 43Ft scissor lift-JLG Model 4394RT, Skyjack Model SJ 8841 or Genie model GS-4390 RT, minimum lift capacity 1500 lbs., or NYC Transit approved equal.
  - 2- 50Ft scissor lift-Skyjack Model SJ 9250 or Genie Model GS-5390 RT, minimum lift capacity 1500 lbs., or NYC Transit approved equal.

► *Scissor Lifts-Electric*

- 1- 20FT scissor lift-Skyjack Model SJ 3220 or Genie Model GS-2032, maximum width 32", minimum lift capacity: 800 lbs. or NYC Transit approved equal.
- 2- 40FT scissor lift-JLG 4069, maximum width 32", minimum lift capacity: 800 lbs.
- 3- Or NYC Transit approved equal.

► *Cart - Electric*

- 1- Taylor-Dunn B2-48V, load capacity 3,000 pounds
- 2- Or NYC Transit approved equal.

► *Cart, Security Vehicle -Diesel*

- 3- John Deere 4X4 Gator XUV835M, load capacity 3,000 pounds, 2 passenger minimum, with enclosed cab
- 4- Or NYC Transit approved equal.

► *Light Tower-Diesel*

- 1- Light Tower, 4000 watts (four 1,000-watt LED lamps) trailer mounted with NYC DOT light package, diesel powered, pintle eye hitch and one 120 volt GFIC duplex receptacle.
  - **Genie Model TML-4000**
    - Genie Model TML-4000N
    - Or NYC Transit approved equal.

► *Front End Wheel Loader - Diesel*

1- Wheel Loader, diesel powered, with heavy-duty tires, and multiuse bucket.

- **John Deere Model 544K**
- **John Deere Model 244K**
- Or NYC Transit approved equal.

► *Skid Steer Loader- Diesel*

1- Skid-steer loader, diesel powered, with heavy-duty tires, and multiuse bucket.  
(be advised that as an option, this skid-steer loader may be rented with pallet fork tines)

- **Bobcat Model 553-** operating capacity:1750lbs Or  
NYC Transit approved equal

► *High reach Forklift - Diesel*

1- 9,000LB to 10,000LB capacity high reach forklift, with forks, with heavy-duty tires.

- **Gradall Model 534.**
- **Lull Model 944E-42.**
- Or NYC Transit approved equal.

► *Forklift - Diesel*

1- 15,000 Kg capacity high reach forklift, with forks, with heavy-duty tires.

- **Toyota 7FDU70**
- Or NYC Transit approved equal.

## **Long Island Rail Road Technical Scope of Work:**

- 1) **SCOPE:** The Long Island Rail Road (LIRR), hereinafter referred to as the "Railroad," requires the services of a Contractor to provide the Railroad with various Heavy Equipment for lease on an "as-needed" basis.
- 2) **CONTRACTOR'S COORDINATOR:** The Contractor shall provide the Railroad with the name and phone number of a contact person for all correspondence or other communications under the Contract.
- 3) **FACILITIES:** The Contractor's facility or facilities that will be used under this Contract shall be located in such proximity that the Contractor can meet the emergency response times contained in the TSOW.
- 4) **PERFORMANCE OF THE WORK:** The Contractor shall perform all Work required to meet the Railroad's requirements including, but not limited to: all preventative maintenance work, repairs and emergency repairs/service of the Equipment; all loading, unloading and delivery of Equipment.
- 5) **DELIVERY:** The Contractor shall deliver the Equipment no later than one (1) week from receipt of the purchase order. All Equipment shall be delivered to the address specified on individual purchase orders. The Contractor shall contact the LIRR Supervisor/Assistant Supervisor listed to coordinate delivery. In addition, all rental equipment will need to be signed for at time of delivery set up by requestor and Contractors coordinator.

- 6) **EQUIPMENT CONDITION:** Equipment shall be 2019 or NEWER unless otherwise specified in the description and in good working order. Equipment shall be equipped with all OSHA required safeguards mounted on lifts, boom lifts, etc. All rental equipment will be required to have a GPS tracking system installed and in working order. Equipment delivered to the Railroad that is unsatisfactory, unsafe, inoperable or in a state of disrepair, as determined in the sole discretion of the Railroad, shall be rejected by the Railroad and the Contractor shall be required to pick up such Equipment at its own expense. In such event, no costs or charges of any kind shall accrue to the Railroad. All Equipment delivered to the Railroad shall have a full tank of fuel. During the lease period, fueling shall be the responsibility of the Railroad until termination of the equipment lease. The Railroad shall return the equipment as-is. The Authority shall not be responsible to return the equipment refueled.
- 7) **EQUIPMENT CONDITION REPORT:** A signed and written Equipment Condition Report shall be provided to the Railroad at the time of delivery. A similar written report shall be prepared at the time of pickup prior to removal of the Equipment. No Equipment will be received or removed without such reports being prepared and provided to the Railroad. If, in the opinion of the Railroad, the Equipment as delivered does not meet the Contract terms and conditions, the Equipment shall be returned, and other Equipment delivered to the Railroad at the Contractor's expense.
- 8) **KEYS:** Three (3) sets of keys shall be provided for each piece of equipment leased.
- 9) **INSPECTION:** The Equipment provided by the Contractor shall be subject to inspection by the Railroad at any time. Should the Railroad determine, in its sole discretion, that the requirements of the TSOW are not being met, the Railroad may declare the Contractor in default, terminate the Contract, and obtain the services of another Contractor to satisfy the requirements of the Railroad. In such event, the Contractor shall be liable to the Railroad for all costs and expenses incurred by the Railroad on account thereof.
- 10) **RETURN OF EQUIPMENT:** The Contractor is responsible for picking up the Equipment within forty-eight (48) hours (excluding weekends and federal holidays) after the end of the rental period (monthly or weekly) unless the Railroad notifies the Contractor otherwise. The Railroad shall not be responsible for any Equipment that remains on its property beyond the rental period.
- 11) **PREVENTATIVE MAINTENANCE OF EQUIPMENT AND REPAIRS:** The Contractor shall provide preventative maintenance and repairs of the Equipment. The Contractor shall be responsible for all costs and expenses to keep the Equipment in good working condition and repair. Tire replacement, when needed, will be the responsibility of and arranged by the Contractor. The Railroad shall be responsible for fuel and normal consumables as defined by the Operations and Maintenance Manual for each Equipment. The Contractor shall provide the Railroad with an Operations and Maintenance Manual and Maintenance Schedule for each item of Equipment at the time of delivery. The Contractor shall inspect and service its Equipment at intervals arranged with the Railroad. The Contractor is responsible for all costs associated with maintenance and repairs of its Equipment. The Railroad will keep the Contractor advised of where the Equipment is located. In the event of a dispute about the cause of the repair, the Railroad reserve the right, in its sole discretion, to issue a determination, which shall be binding on the Contractor.
- 12) **EMERGENCY REPAIR/SERVICE:** The Contractor shall provide emergency repair/service on an "as needed" basis. Emergency repair/service shall be considered on-call service. All labor, travel costs, parts, and supplies will be the responsibility of the Contractor. All charges for repairs are to be detailed on an invoice and issued to the Railroad. Emergency service shall be provided as needed on a twenty-four (24) hour, seven (7) day a week basis. The Contractor must provide an emergency telephone number that shall be operable on a twenty-four (24) hour, seven (7) day a week basis. The Contractor shall respond to the Railroad's request for emergency service and begin the actual emergency services including, but not limited to repairs, within eight (8) hours of notification by the Railroad.
- 13) **EQUIPMENT OPERATORS:** The Railroad represents that only employees, representatives or agents of the Railroad who are qualified and trained operators will be allowed to operate the Equipment.
- 14) **EQUIPMENT OPERATORS (CONTRACTOR):** The Contractor represents that only qualified and trained employees, representatives or agents of the Contractor who possess a valid state driver's license with applicable endorsements will be allowed to operate equipment delivery vehicles on LIRR property and off-load the Equipment on site. LIRR Equipment Operators will be the sole operator of the leased equipment. The Contractor will be required to submit a Site Security Plan.

The Contractor may request waiver of all site security requirements, except for the submittal of a sample Contractor employee ID badge. Contractor will be required to prominently display their ID while on LIRR property.

- 15) **LIABILITY OF THE RAILROAD FOR DAMAGES TO EQUIPMENT:** In the event of physical damage to the equipment caused by accident or misuse of the Railroad, the necessary repair/replacement costs will be borne by the Railroad. Notwithstanding the foregoing, the Railroad shall not be liable for damages caused by improper maintenance of the equipment by the Contractor.
- 16) **DOWNTIME:** Deductions shall not be made for reasonable downtime as determined by the Railroad. Reasonable downtime shall include time necessary for routine service (i.e., oil changes), or minor repairs, requiring less than one (1) hour. Repairs other than routine service or minor repairs are to be performed by the Contractor or arranged for by the Contractor at no cost to the Railroad. Equipment shall be considered “down” during these periods, and the rental period extended accordingly, or a monetary adjustment of 1/30th the monthly rental rate shall be provided to the Railroad by the Contractor. The Contractor shall repair or replace Equipment that breaks down or is damaged within two (2) business days after notification by the Railroad. If the Equipment is being used for snow removal or emergencies (e.g., road spills or accidents, etc.), the Contractor shall repair or replace such Equipment within ten (10) consecutive hours after notification by the Railroad.
- 17) **CREDIT FOR FAILURE TO TIMELY REPAIR OR REPLACE EQUIPMENT:** The Contractor hereby acknowledges and agrees by submission of a bid that LIRR shall deduct 1/30th of the monthly rental rate or 1/7 of the weekly rental rate if the Contractor fails to make repairs or replace Equipment within the time specified above (see 1. Downtime).
- 18) **INTERPRETATION OF THE TECHNICAL SCOPE OF WORK:** The Railroad's interpretation of the Technical Scope of Work shall be final and binding upon the Contractor.
- 19) **VENDOR INVOICE MONTHLY REPORT:** Vendor to provide a report, on a monthly basis, showing monies spent against the contract. The report should include PO number, invoice number and dollar amount. The Report should be sent to the Manager, MW Material.

## **Metro North Railroad Technical Scope of Work:**

MNR seeks to obtain bids from responsive, responsible and qualified contractors to service the following regions:

**Region no. 1** – New York, New York Metropolitan Area, and the Lower Hudson Valley.

Including: Manhattan, Orange, Putnam, Rockland, Westchester Counties and the Bronx.

**Region no. 2** - Fairfield and New Haven. .

### **1) Downtime:**

Deductions shall not be made for reasonable downtime as determined by the Railroad. Reasonable downtime shall include time necessary for routine service (i.e., oil changes), or minor repairs, requiring less than one hour. Repairs other than routine service or minor repairs are to be performed by the Contractor, or arranged for by the Contractor, at no cost to the Railroad. Equipment shall be considered “down” during these periods, and the rental period extended accordingly. Under normal rental conditions, any construction equipment that breaks down or is damaged shall be repaired or replaced within two (2) business days after notification by MNR. If the equipment is being used for snow removal or for emergency situations (e.g., road spills or accidents, etc.), repair or replacement must be made by the Contractor within ten (10) consecutive hours after notification by MNR's staff.

### **2) Timely repair or replacement of equipment:**

The Contractor acknowledges and agrees that TIME IS OF THE ESSENCE in the performance of this Contract. The Contractor is obligated to timely perform its obligations set forth in the contract including the times specified to provide and complete on-site repairs of construction, except as any such times may be extended in the sole discretion of MNR.

## General Specifications

- Under normal operations, equipment will be delivered to the defined MNR property to the location communicated by the authorized personnel within two (2) to five (5) calendar days of request or the date as specified by the Project Manager or his/her designee. Where an emergency situation exists the Project Manager shall be allowed to request the immediate delivery (within 2 to 4 hours' notice) of equipment as available from the Contractor. The Contractor shall incur no penalty if the unit or units required is unavailable. Equipment may be substituted based on availability with the prior approval of the Project Manager.
- All equipment shall be delivered completely assembled, serviced and ready for immediate use. This shall include any accessory or auxiliary component attached or mounted to the major component or equipment.
- All rental equipment shall be at minimum from the calendar year 2019 or newer unless specifically noted herein, shall conform to all applicable City, State, and Federal emission laws and standards, including NYC local law 77, and shall be equipped with Best Available Technology as appropriate
- All equipment shall be picked up as prearranged with MTA supervision or within 24-48 hours' notice to the Contractor following lease term. All returns shall be with prior knowledge of the Project Manager. The Authority shall pay no additional fees or charges beyond the lease period if the Contractor fails to pick-up the machinery or equipment in a timely fashion. The Contractor shall forward to the Project Manager the receipt confirming the equipment return, including a "Damage Inspection" check-out list and "Safety Equipment" check-out list.
- All equipment shall be fully fueled. During the lease period fueling shall be the responsibility of the Authority until termination of the equipment lease. The Authority shall return the equipment as-is. The Authority shall not be responsible to return the equipment refueled.
- When requested; upon delivery the Vendor must provide a demonstration on operational and features available on the Construction equipment.
- Prior to the acceptance of any machinery, the equipment will be inspected by MNR personnel who is responsible for the supervision of job site and subject to trial. Any piece of equipment that does not function properly shall be replaced immediately without cost to the MNR.
- All Vendor(s) must perform and provide documentation detailing that an FRA inspection was completed on all hi-rail construction equipment prior to the delivery and performed in six (6) month intervals thereafter.
- It is the preference of MNR that for safety and security reasons that all construction rentals be registered in New York, equipped with integrated backup cameras and Bluetooth capabilities, automatic transmission, and not be any more than two (2) model years old with odometer reading of less than fifty thousand (50,000) miles.
- Equipment rentals must be invoiced using the time period of the 1st to the 31st.
- The Maintenance of construction equipment on long term rentals is the responsibility of Contractor.
- The following scope is the only preventative maintenance checks that will be performed by MNR during the rental:
  1. Daily lubrication as per Vendor instructions or equipment manual.
  2. Tire pressure check and maintained.
  3. Checking and maintaining fluid levels. Limited to (IE) brake fluid, antifreeze, engine oil, and power steering fluid.
  4. Daily inspection of safety devices. IE safety belt, airbags, brakes, and horn.
  5. Pre and post work general inspection of machine operations and functions.Vendor will be responsible for all other maintenance requirements that are outside the defined MNR's maintenance scope, but not limited to repairs, troubleshooting, parts/ materials, preventative maintenance, and all related cost for time, parts and travel expenses.



# **Metro North Additional Scope of Work for Grand Central Terminal:**

## **Stations Operations Department:**

### **I. PURPOSE**

To provide Metro North equipment rental vendors guidelines for equipment requirements, site instructions, code of conduct in Grand Central Terminal, delivery location and the necessary safety requirements all industrial equipment entering the facility needs to have to be compliant by MNR policy and procedures.

### **II. SCOPE**

This policy applies to all Metro-North rental vendors and associated parties working, repairing or delivering on the vendors behalf. Please note that these requirements are in addition to the Scope defined for MNR above.

### **III. POLICY**

- All equipment being delivered must be inspected and cleared for service by MNR before the unit is removed from delivery vehicle and accepted.
- Vendor is advised any questions with regards to the equipment being delivered or substitutes are to be referred to the project manager.
- Vendor to send invoice for payment to the project manager and BSC only after delivery is made.
- Metro-North requires all invoices to be submitted with purchase order numbers and correct charges based off agreed price list. Failure to comply will result in delayed payment.
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### **IV. PREAPPROVAL OF SUBSTITUTES**

Vendor is required to request approval 5 days prior to substituting equipment from the project manager before delivery can be made.

### **V. EQUIPMENT SAFETY COMPLIANCE**

Equipment safety, repairs and maintenance should adhere to OSHA's General Industry Standards 1910.178(q). Metro-North reserves the right to refuse equipment delivered or request an exchange if the unit in question is in direct violation of internal policy and procedure or violates any safety guidelines cited by the Office Of System Safety and Fire Brigade.

### **VI. VENDOR AND 3<sup>RD</sup> PARTY CODE OF CONDUCT**

Vendor and its 3<sup>rd</sup> party delivery or repair contractors must always adhere to Metro-North's safe operating practice, and policy and procedures of Grand Central Terminal. Any and all violations will be evaluated and reported to vendor performance for final review.

### **VII. DELIVERY LOCATION**

Equipment will be delivered by vendor at the address provided below. **No exceptions will be made.**

45 Street Area at Depew Place

New York, NY, 10017

Vendor must also remain compliant and adhere to height restrictions and truck type when entering the loading dock area as noted on Purchase Order guidance.