

DATE: 3/10/2025

NON-CONSTRUCTION CONTRACT SOLICITATION NOTICE

MTA- HQ IS NOW ADVERTISING FOR THE FOLLOWING:

SSE #:0000496106

OPENING/DUE DATE: 04/03/2025

TYPE OF SOLICITATION: IFB

DOCUMENT AVAILABILITY DATE: 3/10/2025

SOLICITATION TITLE: MTA All Agency Pest Control Services

DESCRIPTION: The MTA seeks a Contractor to provide Pest control services, including, but not limited to, overall contract management, all supervision, service technicians, labor, pesticides, rodenticides, traps, secured multitask bait stations, mechanical catch traps paste or gel baits, pest monitors, sticky traps, vehicles, materials and equipment necessary to lawfully treat (chemically and/or mechanically) and control and/or prevent infestation or re-infestation of pests at employee facilities and office locations and buses on property owned, leased, rented, managed and/or maintained by DOB, MOW, MTA BC, LIRR, MNR. The MTA Reserves the right to add locations at any time.

PLEASE SEE ATTACHED PROJECT OVERVIEW FOR ADDITIONAL INFORMATION

Funding: Operating 100%

Goals: WBE: 15% MBE: 15% SDVOB: 6%

Est \$ Range: \$5M - \$10M

Contract Term: Three years (3) with one (1) two (2) year option

() PRE-BID CONFERENCE:

DATE:

TIME:

() SITE TOUR N/A

DATE:

TIME:

PLACE:

FOR MORE INFORMATION, PLEASE CONTACT

PROCUREMENT REPRESENTATIVE: Joshua Ross

EMAIL: jross@mtabsc.org

INQUIRY

REPLY MUST BE MADE ON THIS FORM

Date: 2/28/2025 Page 1 of 243

Metropolitan Transportation Authority (MTA), a governmental instrumentality of the State of New York, hereby solicits from you a Bid for the prices at which you offer to furnish the materials, equipment, supplies and/or services described below. The MTA Purchase Order Terms and Conditions attached to this Inquiry will be applicable to any award made on your Bid. Awards will be evidenced by the MTA's issuance of a Purchase Order accepting your Bid. MTA reserves the sole right to waive minor informalities or irregularities in or, in the alternate, to reject any or all Bids. Unless otherwise noted in the text of this Inquiry, awards will be made on a gross sum bid basis. Vendor's Bid must be signed by an authorized individual. The MTA may conduct this procurement through the secure, online My MTA Portal managed by the MTA. All Bids in the My MTA Portal must be uploaded into the Portal in accordance with the instructions and the due date provided with this Inquiry. Once opened, Bids are firm and cannot be withdrawn for 90 days. MTA is exempt from state and local sales taxes and certain federal excise taxes on its purchases.

Inquiry #: **0000496106**

For: **MTA All Agency Pest Control Services**

Manager (Designated "Point of Contact"): Joshua Ross

Phone: (646) 376-0298

Email: jross@mtabsc.org

Required Delivery Date: **4/3/2025**

***DUE DATE/TIME: 4/3/2025 at 2:30PM EST.**

BID OPENING DATE/TIME: 4/3/2025 at 2:30PM EST.

****If this Solicitation is subject to a public opening, such opening will be Livestreamed via YouTube. Bid results will be provided within 48 hours after the Public Bid Opening Date at <http://www.mta.info/mta/procurement/procure-mta.htm>.**

Item	Quantity	Description	Unit Price
		<p>*Bids will NOT be accepted after the DUE DATE/TIME indicated above</p> <p>RE: MTA All Agency Pest Control Services</p> <p>Attachment A - MASTER TECHNICAL SPECIFICATIONS Section 3- MTA DEPARTMENT OF BUSES Section 4 - NEW YORK CITY TRANSIT</p> <p>Section 1 - METRO NORTH RAILROAD Section 5 - TRI-BOROUGH BRIDGE & TUNNEL AUTHORITY</p> <p>Section 2- LONG ISLAND RAILROAD</p> <p>The Metropolitan Transportation Authority (MTA) is now inviting bids for the above-mentioned Inquiry. Bidder is required to provide, All Agency Pest Control Services.</p> <p>The MTA reserves the right to make award selection to issue "All Agency Pest Control Services" to a sole provider and/or as a multiple award procurement, based on price, Responsibility, Responsiveness, and technical acceptability. In addition, all qualified firms will be expected to provide services throughout the MTA System Network. MTA reserves the right to make one and/or multiple awards, based on geographic region, and or section/classes and in best interest of the MTA.</p> <p>The period of performance shall be a three years (3) with one (1) two (2) year option. Option years will be issued at the discretion of the MTA and reserves the right not to issue option(s) should it be in its interest.</p> <p>Prospective Bidders are advised to carefully review all of the information herein prior to offering a quote. Gross Sum Bid must appear on the bottom of section A-1. Bidder must be responsible to ensure all signature(s), fill-in(s) and forms are filled out in its entirety and are provided with bid submission. Failure to comply can and/or will result in a Non-Responsive bid.</p> <p>Bids must be submitted on the Inquiry Form provided by the MTA.</p> <p>MTA Reserves the right to add/include/remove other MTA agencies at any time.</p> <p>The work under this Inquiry is subject to New York City And New York State Prevailing Wages. A bidder, in evaluating and determining its overall bid and, if applicable, its bids for an individual line item, shall take into account the applicable prevailing wages.</p> <p>Bidders Can Bid on one or multiple Sections, any Section selected must be bid in its entirety.</p> <p>For Bid Submission Requirements see page 19</p>	
			<p>PLEASE PROVIDE PRICING ON PRICE SCHEDULE</p>

		<p>Note: This Solicitation requires Awardee(s) to hold and maintain insurance requirements. Any bid found apparently acceptable will be subject to risk review and background investigation on the Firm(s). Determination of award will not be made prior to Risks review(s) and approval(s).</p>	
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BY SIGNING BELOW, VENDOR CERTIFIES THAT (1) IT IS IN STRICT COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE INQUIRY, (2) IT IS NOT SUBMITTING, TAKING, OR INCORPORATING ANY EXCEPTIONS, DISCLAIMERS, CONTINGENCIES, ADDITIONAL TERMS, OR OTHER MODIFICATIONS TO ANY OF THE TERMS AND CONDITIONS OF THE INQUIRY INCLUDING, BUT NOT LIMITED TO, THE TERMS AND CONDITIONS IN THE "MTA PURCHASE ORDER TERMS AND CONDITIONS", AND (3) IT AGREES TO BE BOUND BY SUCH TERMS AND CONDITIONS AND ALL CONTRACT DOCUMENTS, INCLUDING, BUT NOT LIMITED, TO THE SCOPE OF WORK AND PRICE SCHEDULE.

Discount Terms (if applicable):

Vendor Name:

Vendor's Signature:

Title:

Email address:

Federal Tax ID#:

Date:

To register on the My MTA Portal (preferred), please visit www.MYMTA.info



MTA PURCHASE ORDER TERMS AND CONDITIONS

1. Applicability; Definitions and Interpretations. These terms and conditions (the "Terms and Conditions") apply to Solicitations that the Metropolitan Transportation Authority ("MTA") issues in connection with its procurement of Work. The following capitalized terms and interpretative rules have the meanings set forth below. Additional terms are defined in context.

1.1. "Bid" means the materials submitted by a Bidder in response to the Solicitation. The term "Proposal" and other similar terms have the same meaning as Bid.

1.2. "Bidder" means an individual or entity that submits a Bid in response to a Solicitation. The term "Proposer" and other similar terms have the same meaning as Bidder.

1.3. "Contract" means the agreement entered into between the MTA and Vendor based on the Solicitation. The Contract consists of all Contract Documents including the Solicitation, Purchase Order and the Bid.

1.4. "Contract Documents" means all documents that the MTA issues in connection with the Solicitation, including these Terms and Conditions.

1.5. "Manager" (or "Contract Manager" or "Designated Point of Contact") means the MTA representative (and her or his designees and representatives) with responsibility for overseeing the Contract. Specific Manager responsibilities are set out in the Contract.

1.6. "Contribution" means a suggestion, recommendation, or idea made by the MTA to Vendor relating to the Work.

1.7. "Default Event" means: Vendor's breach of the Contract, including where (i) performance of the Work is delayed; (ii) Vendor willfully violates any Contract obligation or has abandoned the Work; (iii) Vendor has become insolvent or has assigned the proceeds of the Contract for the benefit of creditors; (iv) Vendor has breached any representation, warranty, or covenant in the Contract; (v) Vendor has otherwise breached a Contract obligation; or (vi) a Default Event that is otherwise defined in the Contract.

1.8. "Documentation" means all written, printed, or electronic material that provides information, including specifications, designs, sketches, blueprints, patterns, models, manuals, handbooks, informational diagrams, system architecture, database schemas, drawings, engineering changes, and any other similar materials.

1.9. "Effective Date" means the date on which the MTA issues the PO, and on which Vendor promptly begins performing the Work, unless otherwise set out in the Contract.

1.10. "Goods" means all tangible items that Vendor is required to provide under the Contract.

1.11. "Intellectual Property Rights" means any rights under patent law, copyright law, trademark law, moral rights law, trade secret law, and other similar law concerning proprietary rights (whether such rights are registered or unregistered).

1.12. Include and Including. The words "include" and "including" and similar words used in the Contract shall mean "including, but not limited to" and shall not be interpreted to indicate a finite set, unless otherwise explicitly stated.

1.13. "Metropolitan Transportation Authority" or "MTA" means the Metropolitan Transportation Authority, a New York public authority and public benefit corporation established pursuant to Title 11 of Article 5 of the Public Authorities Law of the State of New York, its affiliates and subsidiaries, and the MTA's successors.

1.14. "MTA Data" means, collectively: (i) any information that the MTA provides to Vendor, or information belonging to the MTA to which Vendor otherwise has access to, in connection with the Contract; (ii) any information, data, reports, studies, recommendations, or other information that Vendor makes or develops in connection with, or resulting from, the Work; and (iii) derivatives of (i) and (ii) above. The term "MTA Data" expressly includes Contributions.

1.15. "MTA Indemnitees" means, collectively: (i) the MTA and its affiliates and subsidiaries, including Long Island Rail Road Company, Metro-North Commuter Railroad Company, Staten Island Rapid Transit Operating Authority, MTA Bus Company, MTA Construction & Development Company, First Mutual Transportation Assurance Company, and all future subsidiaries of the MTA; (ii) New York City Transit Authority and its subsidiary, Manhattan and Bronx Surface Transit Operating Authority, and all future subsidiaries of New York City Transit Authority; (iii) Triborough Bridge and Tunnel Authority; (iv) all other entities that are or may in the future be affiliates or subsidiaries of any entity identified in (i), (ii), or (iii) of this sentence, including the City of New York and State of New York; and (v) any officers, directors, employees, and agents of any entity identified in (i) – (iv) of this sentence. The term "MTA Indemnitees" also includes those additional third parties identified in an applicable MTA certificate of insurance as being covered by Vendor's indemnification obligations herein.

1.16. "MTA Property" means the real or tangible property of the MTA Indemnitees.

1.17. "Personal Information" means information that could be used to: (i) identify a unique natural person; (ii) authenticate such natural person; or (iii) commit identity theft or impersonation. By way of example, and not limitation, Personal Information includes a natural person's: (a) Social Security number; (b) passport number; (c) financial information (including cardholder data); (d) driver's license or state-issued identification card number; and (e) other identifying or identifiable information as defined by law, such as a user name and password.

1.18. "Price Schedule" means those forms included in the Contract Documents to be completed and submitted by Vendor with its Bid, and that sets out Vendor's proposed compensation for the Work.

1.19. "Project Manager" or "PM" means the MTA representative (and her or his designees and representatives) responsible for managing the Contract.

1.20. "Purchase Order" or "PO" means an MTA-issued document (i) notifying Vendor that it has been awarded the Contract, or (ii) constituting the MTA's order of Work and that includes the Delivery Requirements as further set out in Section 3.4.1 (Delivery Requirements; Delivery Remedies). An MTA-issued notice of award letter or blanket order release form may be used

in lieu of a PO notifying Vendor that it has been awarded the Contract.

1.21. Or. The term "or" when used in the Contract means "and/or".

1.22. "Security-Sensitive Information" means Confidential Information that the MTA designates as security sensitive either orally or by marking the Confidential Information as "security-sensitive information" or with a similar legend denoting its status.

1.23. "Services" means all labor and services that Vendor is required to perform pursuant to the Contract.

1.24. "Solicitation" means those MTA-issued documents and other MTA activities relating to the MTA's procurement of Work prior to the Effective Date. The term "Solicitation" includes requests for proposals, invitation for bids, inquiries and other similar documents that the MTA issues in connection with its procurement of Work.

1.25. "Term" means the period of time identified in the Contract for the performance of the Work, starting on the Effective Date through the end date, and as such period may be extended pursuant to the terms therein.

1.26. "Vendor" means the Bidder to which the Contract was awarded. The terms "Contractor", "Seller", "Offeror" and other similar terms have the same meaning as Vendor.

1.27. "Work" means, collectively: (i) the furnishing of all services, labor, goods, materials, equipment, Documentation, and deliverables themselves; and (iii) all other incidentals including any other required construction, furnishing, installation, and performance required by the Contract. The term "Work" expressly includes all Goods and Services.

2. Scope of Work. Vendor shall complete all Work in accordance with the Contract, including Vendor's provision, as applicable, of all Goods, Services, material, labor, plants, tools, transportation, and all other means and items necessary to complete the Work. The Contract indicates the amount of Work, its nature, and the method of its performance. If specific requirements are not provided, then the Work shall conform to industry best practices and the latest applicable standards of nationally recognized associations, and otherwise consist of best class materials. Vendor shall perform the Work with the highest regard to the safety of life and property, in accordance with the Project Manager's directions, and to the MTA's reasonable satisfaction. Vendor shall not modify the Work unless such modification is memorialized in a Change Order signed by both parties. Vendor shall perform the Work continuously and diligently.

3. Ordering and Delivery of Goods. The following provisions apply to the extent that the Work involves Vendor's provision of Goods.

3.1. Placing Orders. The MTA shall place orders for Goods purchased pursuant to the Contract using MTA-established ordering procedures, including the MTA's issuance of a PO.

3.2. Shipment Consolidation; Over Shipment. Unless otherwise specified in the Contract or a PO, Goods ordered shall be consolidated into a single shipment to the MTA that is plainly marked with the PO number. If Vendor delivers to the MTA a quantity of Goods that exceeds the quantity ordered (each, an "Over Shipment"), then the MTA shall have the right to accept or reject the Over Shipment, either in part or in whole. If the MTA rejects any portion of the Over Shipment, then such rejected portion shall be treated as if the Goods were delivered in advance of the Delivery Requirements as set out in Section 3.4.1 (Delivery Requirements; Delivery Remedies).

3.3. Shipment Notice. Vendor shall notify the Project Manager of each shipment of Goods made pursuant to the Contract. Such notice must: (i) specify the PO number, and the kind and quantity of Goods being shipped; (ii) include Vendor's acknowledgment of its compliance with Section 7.9 (Most Favored Customer); (iii) be clearly marked "Shipment Notice"; and (iv) be sent via email on the shipping date.

3.4. Delivery.

3.4.1. Delivery Requirements; Delivery Remedies. The MTA shall include in each order for Goods: (a) the quantity of Goods to be provided, and (b) the time and location that such Goods are to be delivered (collectively, the "Delivery Requirements"). Vendor acknowledges that time is of the essence and shall fully comply with the Delivery Requirements. If Vendor violates the Delivery Requirements, then the MTA shall have the right to: (i) inspect and accept or reject such Goods pursuant to Section 5 (Review of Work; Acceptance and Rejection); (ii) return such Goods to Vendor for delivery in compliance with the Delivery Requirements or deliver the Goods to the designated location, all at Vendor's sole cost and expense; (iii) retain the Goods, and withhold payment for such Goods until the delivery date included in the Delivery Requirements; (iv) place the Goods in storage, at Vendor's sole cost and expense, until the delivery date included in the Delivery Requirements; or (v) require Vendor to remove such Goods within five (5) days of the MTA's request and, if Vendor fails to do so, then such Goods shall be deemed abandoned and the MTA shall have the right to dispose of such Goods and to apply any proceeds of such disposal to Vendor's account, after deducting expenses for such disposal, and all without further liability or responsibility of the MTA. Notwithstanding anything to the contrary, Vendor shall be solely responsible for all: (a) risk of loss of the Goods until such risk of loss transfers to the MTA pursuant to Section 16 (Risk of Loss); and (b) insurance charges relating to the Goods until the risk of loss transfers to the MTA pursuant to Section 16 (Risk of Loss).

3.4.2. Delivery Delays. If Vendor is unable to meet the Delivery Requirements for any reason, then it shall immediately notify the MTA of the delay via telephone and in writing. Such notice shall include: (i) the specific Goods delayed; (ii) the reason for the delay; and (iii) the proposed schedule to correct the delay. Subject to Section 29.16 (Force Majeure), the MTA shall have the right to (a) accept or reject the delayed performance, and (b) direct Vendor to provide expedited shipping, and Vendor shall be solely responsible for any excess costs incurred for such expedited shipping. Vendor's failure to notify the MTA of its inability to meet the Delivery Requirements or Vendor's failure to comply with the Delivery Requirements for more than thirty

(30) days following an MTA-approved delay shall each constitute a Default Event. The MTA shall not be liable for Vendor's commitments or production arrangements necessary to meet the Delivery Requirements.

4. Performance of Services.

4.1. Time of Performance; Delays. Vendor acknowledges that time is of the essence and agrees to meet all scheduled dates established in the Contract with respect to its performance of Services. The MTA has the sole discretion to grant extensions of time to perform Services if Vendor has been delayed in its performance to the extent that: (i) the delay is beyond Vendor's reasonable control; (ii) the delay is due to a cause arising after the Effective Date, and neither was, nor could have been, reasonably anticipated before the Effective Date; (iii) performance is actually delayed; and (iv) the delay could not have been anticipated, avoided, and mitigated by the exercise of all reasonable precautions, efforts, and measures, including planning, scheduling, and rescheduling, whether before or after the delay occurred. If the delay is attributable to the MTA, then Vendor's sole and exclusive remedy shall be to receive an equitable extension of the time to perform the Services. The MTA reserves the right to rescind any extension of time due to delay if the MTA later determines that the delay could have been mitigated by Vendor's reasonable exercise of precautions, efforts, or measures.

4.2. Holiday Hour Limitations. "Holiday Hours" means 1:00 PM (ET) on the day preceding an MTA-observed holiday through 11:59 PM (ET) on the day of an MTA-observed holiday. Unless otherwise set out in the Contract or the Project Manager agrees in writing, Vendor shall not schedule or perform any Services during Holiday Hours that require MTA oversight, inspection, support, or that otherwise interferes with MTA operations or impacts passengers.

5. Review of Work; Acceptance and Rejection.

5.1. MTA Review of Work. All Work is subject to the MTA's inspection and acceptance. Unless otherwise set out in the Contract, and in addition to any inspection performed pursuant to Section 6 (Inspection), the following process applies to the MTA's inspection of Work:

5.1.1. Inspection and Acceptance Testing; Acceptance and Rejection. Vendor shall notify the MTA in writing when an applicable portion of the Work has been provided to the MTA in compliance with the Contract and is otherwise in a form ready for inspection and acceptance testing. Upon the MTA's receipt of such notice, or the MTA's determination that such Work is ready for inspection and acceptance testing, the MTA shall use good faith efforts to inspect such Work within thirty (30) calendar days (the "Inspection Period") to determine whether the Work: (i) complies with the Contract requirements; (ii) is free of defects in material or workmanship; and (iii) otherwise meets the MTA's reasonable expectations (collectively, the "Acceptance Criteria"). If the MTA determines that the Work meets the Acceptance Criteria, then the MTA shall pay for such Work in accordance with the Contract, and such Work shall be deemed inspected and accepted by the MTA upon its issuance of payment for such Work. Vendor agrees that no other MTA action shall constitute the MTA's acceptance of Work. If the MTA determines that the Work fails to meet the Acceptance Criteria, then it will reject the Work and notify Vendor of the same in writing (each, a "Deficiency Notice"). Each Deficiency Notice shall describe (a) the deficiencies preventing acceptance, and (b) MTA-required corrective actions. Vendor acknowledges that: (1) the MTA's execution of a bill of lading shall not constitute its acceptance of Work, and (2) the MTA's failure to reject Work shall not be deemed to be, or otherwise imply, its acceptance of such Work for any purpose.

5.1.2. Vendor Deficiency Notice Obligations. Vendor shall have ten (10) business days from its receipt of a Deficiency Notice, or such other period of time mutually agreed upon by the MTA and Vendor, to fully correct, re-perform, or replace the rejected Work. Upon completion of such corrective actions, Vendor shall resubmit the Work for further inspection pursuant to this Section 5 (Review of Work; Acceptance and Rejection), and the Inspection Period shall be deemed to have commenced upon such resubmission. Work that has been rejected shall be removed or, if the MTA permits, corrected in its current location, both at Vendor's sole cost and expense. If Vendor fails to promptly remove the Work or otherwise correct the same as required, then the MTA shall have the right to: (i) correct the Work itself or engage a third party to do so, all at Vendor's sole cost and expense; (ii) accept the Work, and pay Vendor a reduced amount for the Work, with the MTA determining an equitable reduction in price based on the Work defects; (iii) return rejected portions of the Work to Vendor at Vendor's sole cost and expense, in which case the MTA shall have no further obligation with respect to such Work; or (iv) treat such failure as a Default Event. Notwithstanding anything to the contrary, if Vendor fails to remove rejected Work in compliance with the MTA's direction within fifteen (15) days of such notice, then such Work shall be deemed abandoned and the MTA shall have the right to dispose of such Work and to apply any proceeds of such disposal to Vendor's account, after deducting expenses for such disposal, and all without further liability or responsibility of the MTA with respect to the Work. In no event shall the MTA have any liability for rejected Work.

5.1.3. Effects of Acceptance. Vendor agrees that the sole effects of the MTA's acceptance of Work are (i) to transfer the risk of loss and title for the applicable portion of the Work from Vendor to the MTA pursuant to Section 16 (Risk of Loss), and (ii) to determine the conclusion of the Inspection Period when calculating the timing of the MTA's payment obligation pursuant to Section 7.6 (Prompt Payment; Tolling). The MTA's acceptance of Work, granting an extension of time, taking possession of Work, or other similar actions, shall not operate as a waiver of any Contract obligation or the MTA's right to damages. By way of clarification, and not limitation, the MTA's inspection and acceptance of Work shall not prohibit the MTA from subsequently rejecting the Work, revoking such acceptance, or recovering damages for Work that is not free from patent or latent defects.

6. Inspection. In addition to the MTA's rights set out in Section 5 (Review of Work; Acceptance and Rejection), all Work is subject to the MTA's inspection and testing, to the extent practicable, at all time and places, including the time and place of manufacture (the "Inspection

Right"). The Inspection Right includes the right (i) to make the most thorough and detailed inspection of the Work, including materials and their manufacture or preparation, and (ii) to draw Vendor's attention to deficiencies in the Work or other variations from the Contract requirements. The Inspection Right is intended solely for the MTA's benefit. The Inspection Right does not, and the MTA's failure to draw Vendor's attention to a defect does not, give Vendor any right or claim against the MTA, and does not relieve Vendor from its obligations under the Contract. Vendor shall at all times provide the Project Manager access to all facilities necessary, convenient, or desirable for inspecting the Work. The Project Manager shall be admitted at any time without delay to where the Work is being performed and shall be permitted to inspect materials at any place or stage of their manufacture, preparation, shipment, or delivery. If the Work or any part thereof is found defective, Vendor shall, without cost to the MTA, promptly remedy such defect in order to achieve compliance with the Contract requirements. Any inspection hereunder shall not unreasonably disrupt Vendor's performance of the Work.

7. Consideration; Invoices and Payment.

7.1. Consideration. The MTA shall pay the amount set out in the Price Schedule for all Work and all costs and expenses that Vendor incurs in connection with the Contract (the "Total Contract Price"). The Total Contract Price does not represent the MTA's commitment or guarantee to pay the Total Contract Price unless the MTA determines that Vendor has fully met the Contract requirements for receiving such payment. The Total Contract Price shall also be adjusted to reflect those amounts established in a Change Order or other Contract amendment. Under no circumstances shall the MTA pay for Goods or Services that are not set out in the Contract, a Change Order, or other Contract amendment and, as a result, are not included in the Total Contract Price.

7.2. Prices to Include. The MTA shall pay, and Vendor shall accept as full payment, the Total Contract Price as full compensation for all costs and expenses for completing all Work in accordance with the Contract, including: (i) all labor, services, hardware, equipment, and material required to be provided under the Contract; (ii) all overhead, expenses, fees, and profits; (iii) all risks and obligations set forth in the Contract; (iv) all applicable fees and taxes; and (v) all expenses attributable to any unforeseen difficulty encountered in the provision of the Work. The MTA shall not be responsible for Vendor costs attributable to: (a) Vendor or subcontractor mistakes, inefficiencies, or deliveries of defective or non-conforming Work; (b) Vendor or subcontractor failures to timely identify and resolve problems; or (c) training or other time required to bring a replacement person up to the level of proficiency and knowledge of a person being replaced.

7.3. Travel Expenses. If performance of Work requires travel (including meals and lodging), then such travel shall be done in accordance with the MTA's Travel and Business Expense Policy, Prepaid Meal Deduction Table, and Per Diem Table (or the New York Office of the State Comptroller's Travel Manual if said Manual is identified in the Contract as controlling), as the MTA may update the same from time-to-time, and which are available to Vendor upon request. In no event shall Vendor's travel expenses exceed the amount set out in its Bid, absent the express written consent of the MTA prior to incurring such expenses.

7.4. ACH Payment. The MTA Business Service Center ("MTA BSC") shall make authorized payments to Vendor. All MTA BSC payments shall be made via Automated Clearing House ("ACH"). Vendor hereby authorizes MTA BSC to make payments to Vendor using an MTA BSC-designated ACH. If Vendor has not previously provided MTA BSC with ACH instructions, or if such instructions have changed since they were last provided, then Vendor shall submit current ACH instructions to MTA BSC via the Vendor Master Setup Maintenance form (available at: <https://new.mta.info/doing-business-with-us/business-service-center/invoice-processing>) immediately upon the Effective Date. Vendor acknowledges that providing such ACH instructions is necessary before MTA BSC issues any payment pursuant to the Contract.

7.5. Invoices.

7.5.1. Invoice Content. In addition to any other Contract requirements, Vendor invoices shall include: (i) a PO number; (ii) a detailed description of the Goods (including quantity) delivered, Services performed, or other events triggering Vendor's entitlement to payment, as applicable; (iii) the amount to which Vendor believes that it is entitled, less any deductions to which the MTA BSC is entitled or is required by the Contract, such as retainage, if any; (iv) copies of any required acceptance certificates (if applicable); and (v) any other information that the MTA BSC reasonably requests. The MTA BSC reserves the right to reject any incomplete or inaccurate invoice. If an invoice is not calculated correctly, then the MTA BSC may reject it in whole, or only accept that portion of the invoice that has been calculated correctly.

7.5.2. Invoice Submission; Acceptance. Vendor shall submit an invoice for the applicable Work upon Vendor's provision of Work to the MTA in compliance with the Contract. In no event shall Vendor submit invoices more than once per month. Vendor shall submit all invoices by regular United States Postal Service (USPS) mail or email as follows:

Email: invoice@mtabsc.org
Address: MTA Business Service Center
Accounts Payable
333 W. 34th Street, 9th Floor
New York, NY 10001-2402

Email submission is preferred, as your invoice will be processed more quickly.

7.6. Prompt Payment; Tolling. The MTA shall make payments to Vendor in compliance with Public Authorities Law Section 2880, and the MTA's implementing rules, called the Statement of Rules and Regulations With Respect To Prompt Payment (the "Prompt Payment Statement"), which is codified in 21 NYCRR Part 1002. Payments, including progress payments and those for substantial completion, if applicable, are generally made within the "Payment Period", which is defined herein as thirty (30) calendar days (excluding legal

holidays) of the later of (i) MTA's receipt of Vendor's proper invoice, and (ii) the conclusion of the Inspection Period. The MTA reserves the right to audit an invoice to verify that the amount to be paid is in accordance with the Contract (each, an **"Invoice Audit"**). The MTA shall use good faith efforts to complete any Invoice Audit within ten (10) business days. The Payment Period shall be tolled pursuant to the Prompt Payment Statement if an Invoice Audit or an MTA inspection reveals a defect in Work or suspected improprieties of any kind (including Vendor Contract breaches), or the MTA otherwise rejects the Work pursuant to Section 5 (Review of Work; Acceptance and Rejection). Interest for late payments shall be paid in accordance with the Prompt Payment Statement.

7.7. Final Payment; Release. Upon the MTA's determination that all Work required under the Contract has been inspected and accepted, the MTA shall notify Vendor of the same and Vendor shall immediately submit to the MTA an invoice for final payment of any amount that Vendor believes to be due and owing (the **"Proposed Final Payment"**). The MTA shall then issue the amount it believes to be due and owing as final payment (the **"Final Payment"**). The Proposed Final Payment shall otherwise be processed in accordance with this Section 7 (Consideration; Invoices and Payment). Vendor's acceptance of the Final Payment shall constitute Vendor's release of the MTA from any claim, liability, or obligation arising out of or relating to the Contract and for any prior act, neglect, fault, or default of the MTA, its officers, agents, or employees. No MTA payment, Final Payment or otherwise, shall constitute the MTA's release of Vendor or its sureties from any claim, liability, or obligation arising out of or relating to the Contract. Notwithstanding anything to the contrary, Vendor shall not be barred from commencing an action for breach of Contract if a detailed and verified statement of the claim is delivered to the MTA no later than forty (40) days after the MTA's issuance of the Final Payment; provided, however, that such statement specifies the items upon which the action will be based and any such action shall be limited to such items and addressed in accordance with Section 24 (Disputes). In the event the MTA retains five (5) percent of the Total Contract Amount, upon satisfactory completion of the Work and, if the MTA so elects, the completion by the MTA of its audit of the Vendor's records and accounts as provided in Article 15 (Recordkeeping; Audit), which audit shall be completed as expeditiously as possible, any amounts so retained by the MTA, less any amounts found due the MTA as a result of such audit, shall be paid to the Vendor.

7.8. Early Payment Program or "EPP". When applicable, the MTA offers EPP, or the opportunity to receive early payment(s) on approved invoices in exchange for a discount. There is no cost or obligation on Vendor to join the EPP. Vendor must utilize ACH payments in order to enroll in EPP. Additional information on EPP may be found at: www.c2fo.com/MTA. Rates of discount are set at the MTA's sole and absolute discretion.

7.9. Most Favored Customer. If, during the Term, both (i) Vendor sells or offers for sale goods to a third party at a lower price than the price that the MTA is paying for the same or similar Goods, and (ii) the quantity of goods sold or offered for sale to such third party is the same or less than the quantity of Goods that the MTA has or may purchase pursuant to the Contract, then the MTA's purchase price shall be reduced to such lower price for all unshipped orders of Goods and all subsequent orders of Goods made pursuant to the Contract.

8. Intellectual Property.

8.1. Grant of Rights to MTA in Work. Vendor hereby grants to the MTA a worldwide, non-exclusive, sublicensable, fully paid-up, royalty-free license in and to those Intellectual Property Rights necessary to permit the MTA: (i) to copy, distribute, modify, and otherwise use and exploit the Work, and (ii) to make, use, and transfer items that embody the Work; provided, however, that the MTA shall exercise such rights solely for the purposes specified in or contemplated by the Contract and the MTA's operations. The MTA shall retain such rights for the useful life of the Work, as determined by the MTA.

8.2. Grant of Rights to Vendor in MTA Data. Subject to the terms and conditions of the Contract, including those set out in Section 23 (Confidentiality and Privacy), the MTA, under its Intellectual Property Rights, hereby grants to Vendor during the Term, a limited, non-exclusive, non-transferable, non-sublicensable license to copy and modify MTA Data, but solely for the purpose of Vendor fulfilling its obligations to the MTA under the Contract, and for no other purpose. Vendor acknowledges that the rights granted to it pursuant to this Section 8.2 (Grant of Rights to Vendor in MTA Data) shall immediately terminate upon any Contract termination or expiration.

8.3. Ownership of MTA Data. Vendor acknowledges that (i) MTA Data is licensed, not sold, to Vendor, and (ii) as between Vendor and the MTA, and subject to Section 8.2 (Grant of Rights to Vendor in MTA Data), the MTA is the sole and exclusive owner of all of the right, title, and interest in and to MTA Data, and in and to all associated Intellectual Property Rights.

8.4. Ownership of Custom Work; Assignment. The term **"Custom Work"** means Work that Vendor specifically develops or designs, or causes to be developed or designed, for the MTA pursuant to the Contract. Custom Work includes, but is not limited to, designs, sketches, drawings, blueprints, patterns, dies, molds, masks, software, models, tools, gauges, equipment, Custom Training Materials, and special appliances. Vendor hereby assigns and transfers to the MTA all right, title, and interest in and to all Intellectual Property Rights associated with the Custom Work, and Vendor shall provide all requested supporting documentation to the MTA to perfect such assignment.

8.5. No Implied Rights. Nothing in the Contract shall be construed to grant Vendor any rights other than those expressly provided herein. Any rights granted to Vendor under the Contract must be expressly provided herein, and there shall be no implied rights pursuant to the Contract, based on any course of conduct or other construction or interpretation thereof. All rights and licenses not expressly granted herein by the MTA are reserved.

8.6. Bankruptcy Code Section 365(n). The licenses granted to the MTA in the Contract are rights to "intellectual property" for purposes of Section 365(n) of the U.S. Bankruptcy Code, and

the MTA shall be entitled to exercise all rights provided by Section 365(n). Vendor agrees that it shall not interfere with the MTA's exercise of such rights, and further agrees that the MTA shall maintain the licenses under the terms of Contract, even if Vendor ceases operations or is purchased or merges into another entity.

9. UCC; Modifications.

9.1. Vendor Warranty Obligations. In addition to any other representations, warranties, and requirements set out in the Contract, the warranties, express or implied, created or recognized by the Uniform Commercial Code of the State of New York (the **"UCC"**) shall apply to all Work, and may not be excluded or modified. The warranties set out in the preceding sentence include Work that does not otherwise constitute "goods" within the meaning of the UCC. Vendor agrees to take back, replace, and otherwise correct to the MTA's satisfaction, all Work violating such warranties and to assume all risk and costs associated with such remedy. Any Work held by the MTA pending Vendor's remedy, shall be so held at Vendor's sole risk and expense. In addition, Work, as delivered, shall include and be covered by all applicable warranties of the manufacturer and any other intermediary, and Vendor shall be responsible for enforcing such warranties on the MTA's behalf. The delivery and existence of any such manufacturers' warranties shall not relieve Vendor of any of its obligations under the Contract. Except as otherwise provided in the Contract, Vendor warrants its workmanship for a period of one (1) year from completion of the Work.

9.2. Modification to Work. The MTA shall have the right to modify any portion of the Work (each, an **"MTA Work Modification"**). Vendor agrees that MTA Work Modifications are the MTA's property, and shall not relieve Vendor of any of its Contract warranty obligations in the Contract, unless the MTA Work Modification is the sole cause of the Work's nonconformance with the warranty.

10. Vendor Compliance.

10.1. Compliance with Laws and Regulations; Permits and Licenses. A non-exhaustive list of applicable laws, regulations, and requirements is incorporated into, and attached to, these Terms and Conditions as Schedule 1 (Applicable Laws and Regulations). Vendor shall, and ensure that any subcontractors shall, at their sole cost and expense, comply with all applicable federal, state, and local laws, rules, and regulations, whether or not referenced in the Contract or otherwise included in Schedule 1 (Applicable Laws and Regulations). Vendor shall be solely responsible for obtaining and paying all charges, permits, and licenses required for the performance of the Work. If a permit or license is not required due to the MTA's statutory exemption, then Vendor shall nevertheless secure such permit or license except to the extent that the MTA waives such obligation in writing.

10.2. All Legal Provisions Included. As a public entity, the MTA is required by law, rule, or regulation to include certain provisions in agreements that it enters into with third parties (collectively, the **"Required Legal Provisions"**). Notwithstanding anything to the contrary, if any Required Legal Provision is not included in the Contract, or included incorrectly, then the Contract shall be deemed amended so as to include the Required Legal Provision in the required form, and such Required Legal Provision shall be binding on the MTA and Vendor.

10.3. Compliance with MTA Policies and Procedures. Vendor shall comply with all MTA policies, procedures, and standards (and MTA updates to the same) relating to Vendor's performance of the Work. Vendor shall also comply with the Guidelines for Contractors, a copy of which was either included with the Contract Documents or available upon request.

11. Indemnification.

11.1. Vendor Indemnification. Vendor shall defend, indemnify, and hold the MTA and the MTA Indemnitees, harmless from and against any third party claim, action, suit, or proceeding resulting from: (i) Vendor's breach of the Contract; (ii) any effluent or other hazardous waste, residue, contaminated soil, or other similar material discharged from, removed from, or introduced on, about or under MTA Property; (iii) Vendor's failure to comply with law; (iv) any Work's actual or alleged infringement of a third party's Intellectual Property Rights; (v) injury to persons, deaths, or property damage caused by Vendor; and (vi) any acts or omissions of Vendor or its agents, subcontractors, or employees. Subject to Section 11.2 (Procedure for Indemnification), Vendor shall indemnify the MTA Indemnitees for all losses, damages, liabilities, fines, penalties, assessments, and all reasonable costs and expenses (including attorneys' fees) incurred by the MTA Indemnitees in any such claim, action, suit, or proceeding. Vendor acknowledges that its indemnification obligations are absolute and not dependent upon any question of negligence on Vendor's or the MTA Indemnitees' part, or on the part of any of their agents, officers, employees, or subcontractors.

11.2. Procedure for Indemnification. The MTA shall use its good faith efforts to notify Vendor within a reasonable time of the assertion of any claim for which the MTA is seeking indemnification (each, an **"Indemnified Claim"**). If the MTA decides to conduct the defense of an Indemnified Claim, then Vendor shall reimburse the MTA for all reasonable costs and expenses (including attorneys' fees) that the MTA Indemnitees incur in connection with their defense of the Indemnified Claim, and Vendor shall cooperate fully with the MTA in such defense, at Vendor's sole cost and expense. If the MTA decides to have Vendor defend the Indemnified Claim, then the MTA shall notify Vendor of such in writing and: (i) Vendor shall hire MTA-approved counsel; (ii) Vendor shall bear all costs and expenses associated with the Indemnified Claim; (iii) Vendor shall have sole control of the defense and settlement of the Indemnified Claim, provided that the MTA Indemnitees are fully indemnified and that any settlement does not include the admission of guilt, wrongdoing, negligence, or comparable plea, the imposition of civil or criminal penalties or indictments, or the entering of consent decrees or orders of any kind, by the MTA Indemnitees or Vendor on behalf of the MTA Indemnitees without the MTA's express written consent; (iv) the MTA shall cooperate fully with Vendor in the defense of the Indemnified Claim, at Vendor's sole cost and expense; and (v) the

MTA shall be entitled, but not obligated to participate in any defense at its own expense and with counsel of its own choosing.

12. Limit of Liability.

12.1. Excluded Categories. The term "Excluded Categories" means any of the following: (i) Vendor's obligations set out in Section 11 (Indemnification) and Section 17 (Safety); (ii) a breach of Section 23 (Confidentiality and Privacy); (iii) Vendor's bad faith refusal to perform the Work or any other obligation under the Contract; (iv) bodily injury or death; (v) property damage; (vi) violations of applicable law; (vii) gross negligence or reckless misconduct. Vendor and the MTA acknowledge that no limits of liability apply to the Excluded Categories.

12.2. Limit of Liability; Small Threshold. EXCEPT WITH RESPECT TO THE EXCLUDED CATEGORIES, IF THE TOTAL CONTRACT PRICE IS EQUAL TO OR LESS THAN FIFTY THOUSAND DOLLARS (\$50,000), IN NO EVENT SHALL THE LIABILITY OF EITHER PARTY TO THE OTHER PARTY, IN THE AGGREGATE, IN LAW OR IN EQUITY, EXCEED THE GREATER OF (I) THREE TIMES THE TOTAL CONTRACT PRICE AND (II) ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000).

12.3. Limit of Liability; Medium Threshold. EXCEPT WITH RESPECT TO THE EXCLUDED CATEGORIES, IF THE TOTAL CONTRACT PRICE IS MORE THAN FIFTY THOUSAND DOLLARS (\$50,000) AND LESS THAN OR EQUAL TO TWO HUNDRED THOUSAND DOLLARS (\$200,000), IN NO EVENT SHALL THE LIABILITY OF EITHER PARTY TO THE OTHER PARTY, IN THE AGGREGATE, IN LAW OR IN EQUITY, EXCEED THE GREATER OF (I) THREE TIMES THE TOTAL CONTRACT PRICE OR (II) THREE HUNDRED THOUSAND DOLLARS (\$300,000).

12.4. Limit of Liability; Large Threshold. EXCEPT WITH RESPECT TO THE EXCLUDED CATEGORIES, IF THE TOTAL CONTRACT PRICE IS GREATER THAN TWO HUNDRED THOUSAND DOLLARS (\$200,000), IN NO EVENT SHALL THE LIABILITY OF EITHER PARTY TO THE OTHER PARTY, IN THE AGGREGATE, IN LAW OR IN EQUITY, EXCEED THE GREATER OF (I) THREE TIMES THE TOTAL CONTRACT PRICE OR (II) ONE MILLION DOLLARS (\$1,000,000).

12.5. THE LIMITS OF LIABILITY IN SECTIONS 12.2, 12.3, AND 12.4 ABOVE ARE INDEPENDENT OF EACH OTHER AND ANY OTHER LIMIT OF LIABILITY SET FORTH IN THE CONTRACT DOCUMENTS AND REFLECTS A SEPARATE ALLOCATION OF RISK FROM PROVISIONS SPECIFYING OR LIMITING A PARTY'S REMEDIES.

13. Vendor Representations and Warranties. In addition to any other representations, warranties, and covenants set out in the Contract, Vendor represents, warrants, and covenants (as applicable) to the MTA, as of the Effective Date and throughout the Term, as follows:

13.1. Existence. Vendor: (i) is duly incorporated, organized, validly existing, and in good standing as a corporation under the laws of the jurisdiction of its incorporation; (ii) is duly qualified and in good standing under the laws of each jurisdiction where its ownership, lease, or operation of property or conduct of business requires; and (iii) has the power, authority, and legal right to conduct the business in which it is currently engaged.

13.2. Authority. Vendor has all necessary power, authority, and legal right to execute, deliver, and perform the Contract. Vendor has taken all necessary action to authorize the execution, delivery, and performance of the Contract.

13.3. No Legal Bar. Vendor's execution, delivery, and performance of the Contract does not and shall not violate any provision of any existing law, regulation, any court or government order, judgment, award, or decree, the charter or by-laws of Vendor, any mortgage, indenture, lease, contract, or other agreement or undertaking to which Vendor is a party or by which Vendor or any of its properties or assets may be bound, and will not result in the creation or imposition of any lien on any of its respective properties or assets pursuant to the provisions of any such mortgage, indenture, lease, contract, or other agreement or undertaking.

13.4. No Commission. No person has been employed or retained to solicit or secure the Contract for a commission, percentage, brokerage, contingent fee, or other consideration, except for bona fide employees or bona fide established commercial or selling agencies that Vendor maintains for the purpose of securing business.

13.5. No Litigation. Except as specifically disclosed to the MTA in writing prior to the Effective Date, Vendor is neither involved in any claim, litigation, investigation, or proceeding of, or before, any court, arbitrator, or governmental authority, nor is there currently pending or, to Vendor's knowledge, any claim, litigation, or proceeding threatened against Vendor or its properties or revenues (i) that involves a claim of defective design or workmanship in connection with any contract entered into by Vendor, or (ii) that, if adversely determined, would have an adverse effect on Vendor's business, operations, property, or financial condition. For purposes of this Section 13.5 (No Litigation), a claim, litigation, investigation, or proceeding may be deemed disclosed to the MTA if the MTA has received, prior to the Effective Date, detailed information concerning the nature of the matter involved, the relief requested, and a description of Vendor's intended response to such matter.

13.6. No Default. Vendor is not in default in the payment or performance of any obligations under any mortgage, indenture, lease, contract, or other agreement or undertaking to which it is a party or by which it or any of its properties or assets may be bound, and no such default or other default event (as defined in any such mortgage, indenture, lease, contract, or other agreement or undertaking) has occurred, is occurring, or would occur as a result of the execution and performance of the Contract. Vendor is not in default under any order, award, or decree of any court, arbitrator, or government binding upon or affecting it or by which any of its properties or assets may be bound or affected, and no such order, award, or decree would affect Vendor's ability to (i) carry on its business as presently conducted, or (ii) perform its obligations under the Contract or any of the other financing to which it is a party.

13.7. No Conviction or Indictment. Neither Vendor, nor any of its personnel or shareholders,

have been (i) the subject of any investigation or (ii) convicted or indicted for the commission of any crime involving misconduct, corruption, bribery, or fraud in connection with any public contract in the State of New York or any other jurisdiction, except as has been specifically disclosed in writing to the MTA. If Vendor becomes aware of, or any such conviction or indictment is obtained or any such investigation commences during the Term, regardless of the date of the occurrence giving rise to the subject matter of such conviction, indictment or investigation, then Vendor shall immediately disclose the same in writing to the Manager.

13.8. Compliance with Terms and Conditions and Applicable Law. Vendor shall comply with all (i) terms and conditions of the Contract, and (ii) applicable law, including those identified in Schedule 1 (Applicable Laws and Regulations).

13.9. Quality of Work; Performance Standard. Vendor shall (i) perform and provide all Work in the best and most professional and workmanlike manner, by qualified individuals of appropriate skill, training, and experience, employing requisite resources and materials, and (ii) comply with all MTA policies, procedures, and rules. The Work shall be fit and suitable for its particular purpose(s) and its use as contemplated under the Contract, and shall perform to the MTA's reasonable satisfaction, and otherwise be in compliance with best industry practices and professional standards. Vendor shall, throughout the Term, employ, maintain, and assign a sufficient number of competent and qualified professionals and other personnel to meet the schedule in the Contract.

13.10. Noninfringement. Vendor shall not, nor shall the Work, violate any Intellectual Property Rights of any third party.

14. Remedies for Breach of Representations and Warranties. In addition to any other rights and remedies available to the MTA, for any breach of Vendor's representations, warranties, and covenants set out in the Contract, the MTA shall have the right to terminate the Contract due to a Default Event or, at its discretion, deduct from the Total Contract Price or otherwise recover the full amount of any harm or other damages that the MTA sustains as a result of Vendor's breach, and to include the occurrence of such a breach in assessments of Vendor's responsibility in future Solicitations.

15. Recordkeeping; Audit.

15.1. Scope of Records; Audit Right. Throughout the Term, Vendor shall prepare and maintain in accordance with best industry practices, those books, records, accounts, reports, and other data pertaining to the Work, its performance under the Contract, those records and reports otherwise required to be prepared or provided pursuant to the Contract, and its business generally (collectively, the "Records"). To the extent applicable, all Records shall be kept in compliance with generally accepted accounting principles and show the actual cost of the Work, with details for labor, materials, supplies, and other components of the Work. Not more than once per year (unless the MTA has good cause for more frequent audits) and upon fourteen (14) days' prior written notice (each, an "Audit Notice"), the MTA and its designees shall have the right for any purpose and on any business day during normal business hours to examine, copy (and take full possession of said copies), and audit all Records, including Records of actual performance, Vendor personnel information (consistent with any restrictions imposed on Vendor by applicable law), all of the information within Vendor's possession or control relating to the Contract (including the Work), and Vendor's business operations (including information that Vendor considers confidential).

15.2. Audit Location. In the MTA's sole discretion, Vendor shall, within fourteen (14) days of the Audit Notice, either (i) deliver to an MTA-designated location all Records that the MTA requests, or (ii) make such Records available at any Vendor office located within New York City and, if Vendor does not maintain an office within New York City, then at Vendor's geographically closest office to New York City or other Vendor office that the MTA designates.

15.3. Production of Copies; Audit Costs. Promptly upon notice, Vendor shall deliver to an MTA-designated location copies of all requested Records in a form and format that the MTA reasonably requested. Vendor shall correct any Record inaccuracy within thirty (30) calendar days of the MTA's completion of an audit and immediately thereafter provide the corrected information to the MTA. Vendor shall be solely responsible for all costs associated with copying Records requested by the MTA and for all other costs Vendor incurs in connection with this Section 15 (Recordkeeping; Audit). The MTA shall be responsible for paying its auditor's fees.

15.4. Record Preservation Obligations. Vendor shall maintain all Records required under the Contract or otherwise kept by Vendor for a period of not less than seven (7) years after Contract termination or expiration, or such longer period as may be required by the MTA's record retention policy or as, mandated by applicable law. Notwithstanding the preceding sentence, Vendor shall continue to maintain all Records for as long as the MTA directs in the event of a litigation action or settlement of claims relating to the Contract occurs or, in the MTA's opinion, is likely to occur, and such period shall, at least, continue until the final disposition of all such litigation or claim.

16. Risk of Loss.

16.1. Risk of Loss; Transfer. Vendor assumes the risk of loss or damage to all Work to the fullest extent permitted by applicable law, irrespective of whether such loss or damage arises from acts or omissions (whether negligent or not) of the MTA, Vendor, or a third party, or from any other cause. The MTA and Vendor agree that the risk of loss or damage to the applicable portion of the Work shall transfer from Vendor to the MTA upon the MTA's acceptance of such Work pursuant to Section 5 (Review of Work; Acceptance and Rejection). Notwithstanding anything to the contrary, in no event shall the MTA's acceptance of Work constitute a waiver or otherwise relieve Vendor from fulfilling all of its obligations under the Contract, including completing all Work. If the MTA revokes its acceptance of Work pursuant to Section 5.1.3 (Effects of Acceptance), then Vendor shall bear the risk of loss or damage commencing on the date that such acceptance is revoked and thereafter Vendor shall retain such risk of loss or

damage unless and until the MTA subsequently accepts the revoked Work.

16.2. Risk of Loss Obligations. Vendor's obligation with respect to Work for which Vendor holds the risk of loss or damage is to promptly repair, replace, and make good such loss or damage so as to restore the Work to the same character and condition as before the loss or damage occurred, all without cost to the MTA.

16.3. Effect of MTA Holding Risk. When risk of loss to the Work (or a portion thereof) is transferred to the MTA, the MTA shall thereafter assume responsibility for the care, protection, and ordinary upkeep for such Work, except to the extent that Vendor remains responsible for the Work or is otherwise responsible for loss or damage as provided in the Contract.

16.4. Transfer of Title. The MTA and Vendor agree that title for applicable portions of the Work shall transfer from Vendor to the MTA upon the earlier of (i) the transfer of the risk of loss pursuant to this Section 16 (Risk of Loss), and (ii) the MTA's request, including in connection with a Default Event. Vendor shall, at its sole cost and expense, execute and deliver or cause to be executed and delivered to the MTA all documents that the MTA requests to perfect, better perfect, or memorialize the transfer of title to the MTA free and clear of any liens and encumbrances. Vendor covenants and agrees that, upon any such transfer of title, the applicable portions of the Work shall not be subject to any lien or encumbrance except MTA-created liens and encumbrances.

16.5. Risk of Loss and Transfer of Title for Custom Work. Notwithstanding anything to the contrary, with respect to Custom Work, Vendor agrees that: (i) title to Custom Work shall pass immediately to the MTA upon the creation of such Custom Work; (ii) the risk of loss or damage shall not pass from Vendor to the MTA until the MTA both obtains physical possession of the Custom Work and accepts the same pursuant to Section 5 (Review of Work; Acceptance and Rejection); (iii) all Custom Work shall be identified as MTA Property; (iv) Vendor shall hold all Custom Work on consignment at Vendor's risk until such risk is transferred to the MTA as set out in this Section 16.5 (Risk of Loss and Transfer of Title for Custom Work); (v) Vendor shall use Custom Work solely for the performance of its obligations under the Contract; (vi) Custom Work is subject to the MTA's disposition at all times; and (vii) Custom Work (regardless of the state of completion) shall be immediately delivered to the MTA at an MTA-designated location upon request, all at Vendor's sole cost. While Custom Work is in Vendor's possession, Vendor shall (a) adequately store, maintain, inventory, and otherwise protect Custom Work, and (b) regularly provide to the MTA inventory reports of the Custom Work.

17. Safety.

17.1. Safety Measures. If Vendor enters onto MTA Property in order to perform Work, then Vendor agrees to use all proper, necessary, and sufficient precautions, safeguards, personal protective equipment, and other protections to prevent accidents, injuries, or damage to any person or property (including the MTA, Vendor, and their respective employees). Vendor shall also be responsible for the payment of all sums of money resulting from such accidents, injuries, or damages and for the payment of all fines, penalties, and loss incurred by reason of the violation of any federal, state or local law or regulations.

17.2. Material Safety Data Sheets. Material Safety Data Sheets (each, an "MSDS") are required for any chemical or material transferred onto MTA Property that contains a toxic substance or hazardous chemical, or that may emit a toxic substance or hazardous chemical as defined in the New York State Right to Know Law (12 NYCRR Part 820) and Occupational Safety and Health Administration Hazard Communication Standard (29 CFR 1910.1200). Vendor represents and warrants that (i) it has submitted an initial MSDS with its Bid, and (ii) at any time during the Term, it shall immediately submit a new MSDS when Vendor determines that it will be transferring a toxic substance or hazardous chemical onto MTA Property. Each MSDS shall contain the information included in New York State Labor Law Section 876 for each substance, and shall otherwise be in compliance with 29 CFR 1910.1200(g) (including Appendix D of 2012).

17.3. Safety Training. If set out in the Contract Documents, or otherwise required by the MTA (including based on the MTA's policies and procedures), Vendor shall participate, at its sole cost and expense, in all safety training classes required in connection with the performance of the Work, and obtain and maintain all required safety permits and certifications.

17.4. Additional Safety Obligations.

17.4.1. Provision of Safety Devices. In addition to any other applicable obligations, Vendor shall provide, at its sole cost and expense, all safety devices that are necessary, or that the MTA otherwise requires, for the protection of Vendor employees, MTA employees, the public, and any other persons, including personal protective equipment or "PPE" (collectively, the "Safety Devices"). Vendor's failure to provide Safety Devices shall constitute a Default Event. Vendor agrees to fully comply with all applicable regulations of the Occupational Safety and Health Act.

17.4.2. Photo Identification; Compliance with MTA Rules and Regulations. All Vendor personnel shall carry photo identification (each, a "Photo ID") at all times while performing Work or otherwise on MTA Property, and shall identify themselves and present such Photo IDs at any time when asked by MTA personnel, the MTA Police Department, the New York City Police Department, other police or peace officers, or other authorized government personnel. Such Photo IDs shall contain: (i) the personnel's name, picture, and name of employer; and (ii) such other information that the MTA requires. The Photo ID shall be clearly visible at all times while such personnel is performing Work or otherwise on MTA Property, and the Photo ID shall not be similar in appearance to MTA employee passes or ID cards. While on MTA Property, Vendor personnel shall otherwise observe all rules and regulations applicable to MTA employees.

17.4.3. Removal of Vendor Personnel. Vendor shall immediately prohibit from performing any Work those Vendor personnel found to be intoxicated, partaking of, or appearing to be under

the influence of, intoxicating or alcoholic beverages or controlled substances while providing the Work or during their break period. If, in the MTA's opinion, any Vendor personnel lacks the expertise to provide the Work or such individual is incompetent or disorderly, then the MTA shall notify Vendor of the same and Vendor shall immediately prevent such individual from providing any Work to the extent that doing so is not inconsistent with applicable law or collective bargaining agreements.

17.4.4. Removal of Waste. If the disposal or destruction of trash, waste, or other materials, is a required, necessary, or inherent part of the Work, then Vendor shall dispose of the same pursuant to all applicable safety and health regulations, codes, requirements, MTA policies and procedures, or as the MTA otherwise directs. Vendor shall follow all MTA-provided safety instructions.

18. Insurance. Throughout the Term, Vendor shall secure and maintain, at its sole cost and expense, all insurance coverage, in such forms and such amounts, as the MTA may require pursuant to the Contract and, at a minimum, General Liability and Auto Liability, each providing limits of not less than \$1 million and each policy naming the MTA and MTA Indemnitees as additional insureds; and Workers' Compensation and Disability insurance coverage for the benefit of employees who are required by law to be covered by such insurance. Vendor's failure to comply with such insurance requirements constitutes a Default Event. Prior to commencing any Work, Vendor must provide proof of insurance satisfactory to the MTA, in the MTA's sole and absolute discretion.

19. Termination.

19.1. Termination for Convenience. The MTA shall have the right to terminate all, or any portion, of the Contract for any reason by providing written notice to Vendor, and any such termination shall be effective as of the date designated in the notice. In addition to any other applicable obligations set out herein, upon Vendor's receipt of such notice, Vendor shall: (i) immediately comply with the obligations set out in Section 20.1 (General Effect of Termination), and (ii) submit to the MTA within twenty (20) days of the Termination Date an invoice of Recoverable Termination Costs, with all supporting documentation that the MTA requests (the "Termination Invoice"). The term "Recoverable Termination Costs" means, collectively: (a) those fair and reasonable costs that Vendor has incurred prior to the Termination Date in connection with its performance under the Contract, and (b) outstanding amounts invoiced by Vendor pursuant to the Contract prior to the Termination Date. Vendor agrees that in no event shall Recoverable Termination Costs (1) exceed the difference between the Total Contract Price and the aggregate of all payments made by the MTA to Vendor pursuant to the Contract prior to the Termination Date, and (2) include indirect, incidental, special, or consequential damages of any kind or nature. Upon the MTA's receipt of a Termination Invoice, the parties shall meet and mutually agree to the amount of the Recoverable Termination Costs (the "Settlement Amount"). Vendor shall accept the Settlement Amount as full satisfaction of all claims against the MTA arising out of the termination of the Contract pursuant to this Section 19.1 (Termination for Convenience). Notwithstanding anything to the contrary, Vendor is to continue to perform all Work that is not subject to termination.

19.2. Termination for Default.

19.2.1. Notice of Default; Opportunity to Cure. The MTA shall notify Vendor in writing if a Default Event occurs. If Vendor fails to cure the Default Event to the MTA's satisfaction within ten (10) days of such notice, then the MTA shall have the right to immediately terminate the Contract, in whole or in part, by providing Vendor with written notice of its intent to do so. The MTA's termination notice shall specify the date upon which Vendor is to discontinue all Work, and Vendor shall discontinue the Work on such date. Vendor shall continue to perform all Work that is not the subject of the MTA's termination notice.

19.2.2. Default Event Remedies; Vendor Liability for Default Event. If a Default Event occurs, then the MTA shall have the right to procure the same or similar Work under such terms and in such manner as the MTA deems appropriate, and Vendor shall be liable to the MTA for any excess costs of such Work, including the difference between the Total Contract Price and the amount that the MTA expends to complete the Work. Vendor shall also remain liable for all other liabilities and claims arising from the Contract, and the MTA has the right to deduct from monies due to Vendor all damages and other costs that the MTA incurs.

19.2.3. Improper Termination. If the MTA terminates the Contract pursuant to this Section

19.2 (Termination for Default), and the MTA subsequently determines that such termination was improper, unwarranted, or wrongful, then any such termination shall be deemed to have been a termination for convenience pursuant to Section 19.1 (Termination for Convenience). Vendor agrees that it shall not be entitled to any damages, allowance, or expenses of any kind other than as provided for in Section 19.1 (Termination for Convenience) in connection with any such termination.

20. Effect of Contract Termination or Expiration.

20.1. General Effect of Termination. In addition to any other Vendor obligation set out in the Contract, upon receipt of a termination notice pursuant to Section 19 (Termination), and unless the MTA otherwise directs, Vendor shall immediately: (i) stop performing the applicable Work on the date specified in the notice (the "Termination Date"); (ii) take such action as may be necessary for the protection and preservation of the MTA's materials and property; (iii) cancel all cancelable orders for material and equipment; (iv) assign to the MTA, and deliver to the site or any other MTA-designated location, any non-cancelable orders for material and equipment that are not capable of use except in the performance of the Work and that have been specifically fabricated for the sole purpose of the Work but not incorporated in the Work; (v) take no action that increases the amounts payable by the MTA under the Contract; (vi) take all actions necessary to mitigate the MTA's liability; (vii) cease using all MTA assets, including Confidential Information; (viii) comply with the obligations set out in Section 23.7 (Treatment of

Confidential Information Upon Termination); (ix) provide to the MTA all documentation and other information that the MTA requests; and (x) otherwise comply with all MTA instructions regarding the disposition of completed and partially completed Work.

20.2. Survival. In addition to any other right or obligation that by its nature is intended to survive any Contract termination or expiration, the following Sections shall survive any such termination or expiration: (i) Section 9.1 (Vendor Warranty Obligations) (ii) Section 11 (Indemnification); (iii) Section 12 (Limit of Liability); (iv) Section 20 (Effect of Contract Termination or Expiration); (v) Section 23 (Confidentiality and Privacy); (vi) Section 24 (Disputes); and (vii) Section 29 (General).

20.3. Transition Services. In connection with any Contract termination or expiration, Vendor shall provide all transition assistance that the MTA requests in connection with transitioning the Work from Vendor to an MTA-designee (the "Transition Services"). Transition Services include those services that the MTA requests including, for example, the continued provision of the Work, personnel support, materials, information, and services necessary or desirable to facilitate transitioning from Vendor to an MTA-designee. Vendor shall be obligated to provide the Transition Services for no more than six (6) months following any Contract termination or expiration, and costs for such Transition Services shall be determined pursuant to Section 28 (Change Orders; Contract Modifications).

21. Suspension of Work. The MTA shall have the right to direct Vendor to suspend all or any part of the Work for a period of up to sixty (60) calendar days, and such direction shall be provided in writing (each, a "Work Stop Order"). Upon Vendor's receipt of a Work Stop Order, Vendor shall cease performing the applicable portion of the Work and take all steps necessary to minimize the incurrence of costs allocable to the applicable Work being suspended. Within sixty (60) days of the MTA's provision of a Work Stop Order, the MTA shall either cancel the Work Stop Order, terminate the Contract, or issue a Change Order that removes such Work from the Contract. The MTA shall, in its reasonable discretion, make an equitable adjustment to the delivery schedule or Total Contract Price (excluding profit) due to the Work Stop Order. Vendor shall immediately resume its performance of the Work upon cancellation of a Work Stop Order regardless of whether the MTA has made such an equitable adjustment. Vendor shall be prohibited from submitting any claims for compensation relating to a Work Stop Order unless such claims are submitted in writing within twenty (20) days after the MTA's issuance of a Work Stop Order. Notwithstanding anything to the contrary, if the MTA determines that the suspension of Work was necessary due to Vendor's defective or incorrect Work, unsafe work conditions caused by Vendor, or any other reason caused by Vendor's acts or omissions, then Vendor shall not be entitled to an equitable adjustment.

22. No Waiver; Remedies. The MTA's failure to require Vendor's performance of any obligation under the Contract shall not affect the MTA's full right to require such performance at any time thereafter, nor shall the MTA's waiver of a breach of any obligation under the Contract be taken, held, or interpreted as a waiver of the obligation itself or any past or subsequent breaches of the same obligation. The MTA shall have the right to avail itself of each and every remedy relating to, or arising from, the Contract available to the MTA now or hereafter, existing at law or in equity or by statute, and each and every such remedy shall be in addition to every other remedy so specifically 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 the MTA. The MTA's exercise, or the beginning to exercise, one remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter, any other remedy.

23. Confidentiality and Privacy.

23.1. Confidential Information; Non-Disclosure and Standard. Vendor shall treat as confidential all information that is disclosed or provided to Vendor (or to which Vendor otherwise has access), whether oral or in writing, in connection with the Contract (collectively, the "Confidential Information"). The term "Confidential Information" expressly includes MTA Data. Vendor shall not use Confidential Information for any purpose not expressly permitted in the Contract (and in all cases such Confidential Information shall only be used for the MTA's benefit), and Vendor shall disclose such Confidential Information only to those employees, contractors, subcontractors, suppliers, and agents who have a need-to-know basis for access to such Confidential Information for the purpose of performing under the Contract; provided, however, that such recipients are under a duty of confidentiality no less restrictive than Vendor's duty hereunder and by applicable law. Vendor shall protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Vendor protects its own confidential or proprietary information, but shall in no event use less than a reasonable standard of care and diligence. Upon the MTA's request, Vendor shall promptly provide copies of any requested Confidential Information in electronic form, all at Vendor's sole cost and expense.

23.2. Exceptions. Except for Security-Sensitive Information and Personal Information, for which there shall be no exception, Vendor's obligations with respect to Confidential Information shall not apply to Confidential Information that Vendor can demonstrate in writing (to the MTA's satisfaction): (i) was already known to Vendor at the time of disclosure by the MTA; (ii) was or becomes available to Vendor on a non-confidential basis from a third party, provided that such third party is not bound by a confidentiality obligation to the MTA with respect to such Confidential Information; (iii) is or has become generally available to the public through no fault of Vendor; (iv) is independently developed by Vendor without access to, or use of, the Confidential Information, as evidenced through proper documentation; or (v) is required by law to be disclosed, provided that Vendor notifies the MTA of such required disclosure promptly and in writing, and cooperates with the MTA, at the MTA's reasonable request and expense, in any lawful action to contest or limit the scope of such disclosure.

23.3. Public Records. Notwithstanding anything to the contrary, Vendor acknowledges that (i) the MTA may be subject to the New York State Freedom of Information Law (N.Y. Pub. Off.

Law sec. 84 *et seq.*) and other laws relating to the disclosure or production of information in the MTA's possession (collectively, the "Public Records Law"), and (ii) any documents in the MTA's possession may be subject to the Public Records Law.

23.4. No Transmission of Confidential Information Outside of the United States. In no event shall Vendor transmit, transfer, or otherwise store Confidential Information (including Security-Sensitive Information and Personal Information) outside of the United States without the MTA's prior written approval, which can be withheld or withdrawn for any reason.

23.5. Privacy Notice. The relevant provisions of the New York Personal Privacy Protection Law (Article 6-A of the Public Officers Law) shall apply to the Contract as if Vendor were an agency of the State of New York as defined therein. If, in connection with Vendor's performance under the Contract, Vendor receives or otherwise has possession, control of, or access to, Personal Information, then Vendor shall receive, maintain, and use such Personal Information solely for the purpose of performing its obligations under the Contract and for no other purpose. If Vendor receives a request for the disclosure of Personal Information to any person or entity not expressly authorized under the Contract to receive the same, then Vendor shall not comply with the request and shall instead promptly notify the Project Manager. If Vendor is required by law to comply with the request, to the extent lawful, then Vendor shall delay complying with the request until Vendor notifies the MTA's General Counsel in the most expeditious manner possible and affords the MTA with an opportunity to lawfully oppose such request.

23.6. Information Security.

23.6.1. Information Security Program. Vendor represents and warrants that it has established, and shall maintain and comply with throughout the Term, an information security program that meets all applicable federal, state and local laws, and regulations. Vendor agrees that its information security program includes administrative, technical, and physical safeguards that sufficiently: (i) protect the security, confidentiality, and integrity of Confidential Information; (ii) protect against anticipated threats or hazards to the security, confidentiality, and integrity of Confidential Information; (iii) protect against unauthorized access to or use of Confidential Information; (iv) ensure compliance with an active incident response program; and (v) ensure the proper disposal of Confidential Information. Notwithstanding anything to the contrary, Vendor further agrees to comply with all applicable federal, state, local, and foreign data protection laws, and all other applicable regulations and directives in connection with its collection, access, use, storage, disposal, and disclosure of Confidential Information (including Security-Sensitive Information and Personal Information).

23.6.2. Security Incident Response. The term "Security Incident" means the actual or potential breach of the security, confidentiality, or integrity of Confidential Information, regardless of whether such breach requires disclosure under applicable law. In the event of a Security Incident, Vendor shall notify the MTA in the most expedient time possible and, in no event, more than five (5) hours after the suspicion, discovery, or notification of a Security Incident. Such notification shall be sent via email to the Project Manager and the receipt of such email shall be immediately confirmed via telephone. The Security Incident notification shall be written and include to the extent known: (i) a detailed description of the Security Incident; (ii) the specific Confidential Information impacted; (iii) measures taken by Vendor to identify, prevent, and mitigate the effects of the Security Incident; and (v) any other relevant information and documentation that the MTA requests. Vendor shall update the notice with additional information upon the MTA's request.

23.6.3. Security Incident Remedial Steps. Unless otherwise required or prohibited by law, Vendor shall not disclose to any third party the occurrence of, or any information relating to, a Security Incident without the MTA's prior written approval. Subject to the preceding sentence, upon discovery or notification of a Security Incident, Vendor shall take immediate action, at its own expense and in compliance with applicable law, to: (i) investigate the Security Incident; (ii) identify, prevent, and mitigate the effects of the Security Incident; (iii) perform all other actions reasonably necessary to remedy the Security Incident, prevent future incidents of the same or similar nature, and otherwise restore the confidentiality, security, and integrity of Confidential Information in Vendor's possession or control; and (iv) perform those actions and provide the support reasonably requested by the MTA. Vendor shall, at the MTA's direction, pay for or reimburse the MTA for all damages, costs, losses, fines, penalties, and expenses related to a Security Incident, including those incurred by the MTA in connection with preparing and providing notice to impacted data subjects, as well as other related support services such as credit monitoring services and call center services.

23.6.4. Security Review. Upon reasonable notice, the MTA shall be entitled to engage a qualified, independent third party (a "Security Reviewer") to audit Vendor's compliance with its information security obligations set out in the Contract (each, a "Security Compliance Audit"). A Security Compliance Audit shall not take place more than once in any calendar year, unless good cause is found by the MTA to warrant more frequent audits. The MTA shall be responsible for the fees and expenses of the Security Reviewer (the "Reviewer Fees"), unless the results of the Security Compliance Audit demonstrate Vendor's material non-compliance with its obligations, in which case Vendor shall reimburse the MTA its reasonable Reviewer Fees upon submission of supporting documentation. The assessments, work papers, and other materials generated or used by the Security Reviewer during the course of the Security Compliance Audit shall be treated as Confidential Information.

23.7. Treatment of Confidential Information Upon Termination. Upon termination or expiration of the Contract for any reason, or promptly upon the MTA's request, Vendor shall at its sole cost and expense and at the MTA's direction either: (i) return to the MTA all Confidential Information (including copies and other derivatives of the same) in Vendor's possession, custody, or control, or (ii) irrevocably destroy such Confidential Information (including copies and other derivatives of the same) and certify in writing to such destruction.

24. Disputes. This Section 24 (Disputes) sets out Vendor's sole means for challenging any question of fact arising out of, or in any way relating to, the Contract post-award (each, a "Dispute"). The MTA and Vendor agree that exhausting the dispute resolution procedure set out in this Section 24 (Disputes), including the judicial relief available herein, shall be Vendor's sole remedy in connection with a Dispute. If Vendor initiates a Dispute, then the MTA and Vendor shall proceed as follows:

24.1. Dispute Resolution; Escalation. Vendor shall have the right to initiate a Dispute by notifying the Project Manager in writing within ten (10) days of when Vendor knows, or should have known, about the subject of the Dispute (each, a "Dispute Notice"). The Dispute Notice shall include a detailed description of the Dispute and Vendor's proposed resolution to the same. Upon receipt of a Dispute Notice, the Key Person and the Project Manager shall meet informally and use good faith efforts to resolve the Dispute without further escalation, and the Project Manager shall notify Vendor of the decision. The Project Manager's decision shall be final and binding on the parties unless, within ten (10) days from the date of Vendor's receipt of such decision, Vendor submits a written appeal to the Project Manager. Upon receipt of said appeal the Dispute shall be escalated to the MTA Chief Procurement Officer and a Vendor "c-level" executive for resolution, and the MTA Chief Procurement Officer shall appoint a dispute resolution officer to review and recommend a written decision to the MTA Chief Procurement Officer, who reserves the right to accept, modify or reject and issue the written decision and provide a copy of the same to Vendor. The MTA Chief Procurement Officer's decision regarding the appeal shall be final and binding on the parties.

24.2. Disputes; Judicial Relief. If the parties are unable to resolve a Vendor-initiated Dispute after exhausting the Dispute resolution process set out in Section 24.1 (Dispute Resolution; Escalation), then subject to Section 29.2 (Governing Law; Venue), Vendor's sole remedy shall be to seek review in the form of a challenge of the decision in a court of competent jurisdiction under Article 78 of the New York Civil Practice Law and Rules.

24.3. Vendor Performance During the Pendency of Disputes. Vendor agrees that: (i) the pendency of a Dispute (including those subject to Section 24.2 (Disputes; Judicial Relief)) shall not constitute a basis for any modification, limitation, or suspension of Vendor's obligations under the Contract, and Vendor shall diligently perform its obligations in compliance with the Contract and the MTA's orders; (ii) Vendor shall remain fully obligated to perform the Work notwithstanding the existence of a Dispute; and (iii) pending final settlement of the applicable Dispute, Vendor shall perform all obligations under the Contract, including those that are the subject of a Dispute, in the manner that the MTA directs.

25. Training Services. Vendor shall provide the MTA all training required by the Contract (the "Training Services") in accordance with the following:

25.1. Training Materials; Training. The MTA shall have the right to review and approve all materials that Vendor will provide with the Training Services (the "Training Materials"). Except for Custom Training Materials, Vendor shall provide all Training Materials to the MTA thirty (30) days prior to commencing any training portions of Training Services (the "Training Date"). If the Training Materials contain MTA Data (the "Custom Training Materials"), then Vendor shall provide the MTA with the Custom Training Materials at least sixty (60) days prior to the Training Date, unless the parties mutually agree to a different timeframe. The MTA shall provide Vendor with any revisions, comments, or suggestions to the Custom Training Materials (collectively, the "MTA Revisions") within thirty (30) days of its receipt of the Custom Training Materials, or such shorter period as agreed between the parties. Vendor shall complete all MTA Revisions at no additional cost to the MTA and provide the MTA with the revised Custom Training Materials at least one (1) week prior to the Training Date, unless otherwise agreed in writing by the MTA. All Training Material shall be: (i) sufficiently detailed; (ii) easily understandable so that a person of ordinary intelligence can understand its contents; and (iii) in English and any other MTA-identified language. Vendor shall provide the Training Materials in both print and a nonproprietary industry standard electronic format. All training shall take place at MTA-designated locations. Vendor shall comply with all building security, MTA IT security, or other requirements provided to Vendor within a reasonable time in advance of the Training Date when conducting Training Services on MTA Property. Unless otherwise stated in the Contract, the Training Services shall include "train the trainer" services, which is a technique that teaches students to be teachers themselves.

25.2. Changes to Training Services. The parties may mutually agree in writing as to training content, delivery medium, class size, trainer requirements, and cancellation terms. Notwithstanding the foregoing, in no event shall the MTA be responsible for cancellation fee(s) if the MTA provides at least three (3) days' written notice of a postponement or cancellation.

26. Project Management. Vendor shall at all times employ, maintain, and assign to the Contract a sufficient number of competent and qualified personnel to meet the requirements for the Work, including at least one (1) "Key Person". A Key Person shall: (i) be dedicated full time to the Contract or, if not dedicated full time to the Contract, have the Contract as her or his highest priority; (ii) keep the MTA fully informed as to Vendor's performance of the Work; (iii) participate in person, or remotely with the MTA's consent, in regularly scheduled and any unscheduled meetings; (iv) issue reports as reasonably requested by the MTA or as otherwise required by the Contract; (v) not be removed by Vendor without the MTA's consent in writing in advance, unless such removal is outside of Vendor's control (e.g., death); (vi) be removed at the MTA's request; and (vii) be replaced only by a person approved in advance in writing by the MTA. A Key Person shall also serve as a Vendor project manager and, if the Contract requires installation or other building services, then a Key Person shall remain onsite while any Work is being performed, unless otherwise required by the Contract or authorized in writing by the MTA. The MTA reserves the right to review resumes, curriculum vitae, and other Key Person certification documents. Vendor shall identify any Key Person(s) in writing to the MTA on or before the Effective Date.

27. Subcontracting.

27.1. Vendor Subcontract Request; Conditions. Vendor shall perform the Work itself, and Vendor shall not permit any third parties to perform any portion of the Work without the MTA's prior written approval, which may be withheld or conditioned in the MTA's sole discretion. If Vendor desires to subcontract any portion of the Work, then Vendor shall submit a request to the Project Manager at least twenty (20) days prior to the proposed commencement date of the subcontractor's performance. Such request shall include: (i) the Contract number; (ii) a description of the Work to be subcontracted; (iii) the commencement and completion dates for the Work; (iv) the amount to be paid to the subcontractor; (v) the subcontractor's name, resume of similar work performed by the subcontractor, and relevant client contacts and telephone numbers; (vi) the proposed agreement between Vendor and the subcontractor for the Work; and (vii) any other information that the MTA requests, including any and all affirmations, certifications and other forms typically required of a Vendor. If the MTA approves of the request to subcontract Work, then the terms and conditions of the Contract shall apply to such approved subcontractor. The MTA's approval of a subcontractor shall not operate as a waiver of any right against Vendor or other third parties, nor shall it relieve Vendor of any of its obligations to perform the Work as set forth in the Contract, including those portions of the Work that were subcontracted. The MTA shall have no liability for any subcontractor-performed Work unless the MTA has provided prior written approval for the specific subcontractors and the specific Work performed by such subcontractor pursuant to this Section 27 (Subcontracting).

27.2. Vendor Subcontractor Liability. If Vendor engages subcontractors in connection with the Contract, then Vendor agrees that it shall remain fully and directly liable for all obligations under the Contract as though no such subcontracting had occurred. Vendor shall be solely responsible for ensuring that any subcontractors it engages fully comply with Vendor's obligations under the Contract as if such subcontractor were Vendor.

28. Change Orders; Contract Modifications.

28.1. MTA Notice of Change Orders; Determination of Price and Time. The MTA shall have the right, in its sole discretion, to order changes to the Work that result in additions or subtractions to the amount, type, or value of the Work, provided that such changes are within the general scope of the Work. Adjustments to the Total Contract Price (either increases or reductions) due to such order shall be based on the rates included in the Price Schedule for equivalent Work, as determined by the MTA. If the MTA-ordered change involves Work for which there are no equivalent rates included in the Price Schedule, or otherwise impacts Vendor's time for performance, then the MTA and Vendor shall negotiate adjustments to the Total Contract Price, performance schedule, and any other necessary contract terms to address such Work. Such negotiated changes shall be memorialized in a written document that is executed by the MTA and Vendor and that references the Contract (each, a "Change Order" or "Supplemental Agreement"). If the MTA and Vendor are unable to reach agreement on a Change Order, then the Manager shall have the right to direct Vendor in writing to proceed with the Work that is subject to the negotiations, and Vendor shall fully comply with such direction; provided, however, that Vendor shall have the right to initiate a Dispute within five (5) days of such direction to proceed pursuant to Section 24 (Disputes).

28.2. Vendor Notice of Changes. Vendor shall promptly notify the MTA in writing if Vendor believes that there has been a change to the amount, type, or value of the Work required pursuant to the Contract, unless such change is the subject of a Change Order. The MTA shall promptly review such notice and shall make a final and binding decision as to whether such alleged change is in fact a change to the amount, type, or value of the Work. If the MTA agrees that such alleged change is in fact a change to the amount, type, or value of the Work, then the MTA and Vendor shall proceed pursuant to Section 28.1 (MTA Notice of Change Orders; Determination of Price and Time).

28.3. Contract Modifications; Authority. The only MTA representative authorized to execute a Change Order or other modification to the Contract is the MTA's Chief Procurement Officer (or her or his designee), and any such Change Order or other modification must be in writing. No other person is authorized to execute a Change Order or otherwise modify the Contract, either in writing or orally. No change in, modification to, termination, or discharge of the Contract in any form whatsoever, shall be valid or enforceable unless it is in writing and signed by the party to be charged therewith or her duly authorized representative; provided, however, that any change in or modification, termination, or discharge of the Contract expressly provided for in the Contract shall be effective as so provided.

28.4. Limitations on Change Order Compensation. Notwithstanding anything to the contrary, in no event shall (i) Vendor's compensation for Change Order Work that Vendor performs directly exceed Vendor's actual cost for the Change Order Work, plus a combined profit and home office overhead rate that is a negotiated percentage of the direct labor and material costs, and (ii) Vendor's compensation for Change Order Work performed by subcontractors shall not exceed Vendor's actual cost for the Change Order Work, plus an additional amount not to exceed five percent (5%) of such actual costs in order to cover Vendor's profit, superintendence, administration, insurance, G&A and other overhead expenses, and all other Vendor costs and expenses. Vendor agrees that any compensation that it proposes for Change Order Work must be allowable under the cost principles of Federal Acquisition Regulation (FAR), Part 31.2.

29. General.

29.1. MTA Vendor Code of Ethics. Vendor agrees throughout the Term (i) to comply with the MTA Vendor Code of Ethics, (available at: https://new.mta.info/sites/default/files/2018-05/Vendor_Code_of_Ethics.pdf), and (ii) to report to the MTA any change in circumstance, including conflicts of interest, that materially impacts the previously-submitted "Bidder's Certification of Compliance with the Vendor Code of Ethics" or subsequent update(s) submitted

to the MTA. Vendor further agrees throughout the Term to comply with the MTA's Zero Tolerance Policy, which generally prohibits Vendor from giving a gift of any value, including entertainment and meals, to MTA officers, directors, and employees.

29.2. Governing Law; Venue. The Contract shall be governed and construed in all respects in accordance with the laws of the State of New York without regard to any conflicts of laws principles. The exclusive venue and jurisdiction for any action or proceeding arising out of the Contract shall be the state and federal courts located in New York County, New York. Vendor accepts the personal jurisdiction of such courts.

29.3. Full Cooperation; Coordination. Vendor agrees to cooperate at all times with the MTA and other third parties (including other MTA vendors) and to coordinate its Work with the MTA's requirements. If the MTA determines that it is necessary for the MTA or third parties to perform work on the site where the Work is being performed, then the MTA shall have the right to access said site and to permit such other third parties to access such site at such times and under such conditions that do not unreasonably interfere with Vendor's performance of the Work. Vendor shall continue to perform its Work diligently and in a manner that minimizes interference with such other work.

29.4. Notices. Any notices required or permitted under the Contract shall be given to the appropriate party at the address designated by the MTA or Vendor in writing. All notices hereunder must be in writing, in accordance with the Contract, unless expressly indicated otherwise. Such notices shall be deemed given: (i) upon personal delivery; (ii) if sent by facsimile, upon confirmation of receipt; or (iii) if sent by certified or registered mail, postage prepaid, five (5) calendar days after the date of mailing.

29.5. Vendor Employees; Relationship. The MTA and Vendor are independent contractors, and no agency, partnership, joint venture, or employer-employee relationship is intended or created by the Contract. Vendor shall not hold itself out as or claim to be an MTA officer or employee, or otherwise make a claim, demand, or application to or for any right or privilege applicable to an officer or employee of the MTA, including claims for Workers' Compensation coverage, Unemployment Insurance benefits, health insurance, life insurance, Social Security coverage, or retirement membership or credit. Vendor shall exercise full control over and supervision of the employment, direction, compensation (including deducting any required withholding taxes and other expenses associated with the employees' employment), discharge, and benefits of its officers and employees, including employees of subcontractors, and of all other persons assisting it in the performance of the Work.

29.6. Loss or Damage to MTA Property. Vendor shall care for and protect all tangible and intangible MTA Property with which Vendor comes into possession, custody, or to which Vendor otherwise has access, and Vendor shall, at its sole cost and expense, repair or restore any such property that is lost or damaged attributable to Vendor to the condition that such MTA Property was in prior to such loss or damage.

29.7. Communications. Communications shall be in writing and shall be delivered to each party's designee. Telephone calls may be used to expedite communications but shall not be official communications unless confirmed in writing with the designees. Communications shall be considered received at the time actually received by the designee.

29.8. Headings; Severability. Headings used herein are for reference purposes only and in no way define, limit, or construe the scope or extent of such section or in any way otherwise affect the Contract. If any Contract provision is determined to be unenforceable or invalid by applicable law or court decision, such enforceability or invalidity shall not render the Contract unenforceable or invalid as a whole and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or court decision.

29.9. Assignment; Succession. Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title, or interest therein, or its power to execute the Contract to any other person, firm, or entity without the MTA's prior written consent, which may be withheld, conditioned, or delayed in the MTA's sole discretion (provided that Vendor may assign monies due or to become due to Vendor under the Contract upon prior written notice to the MTA and the MTA's written acknowledgment of the same). Vendor's breach of the preceding sentence shall constitute a Default Event and the MTA shall have all rights and remedies available to it under law and in equity, including terminating the Contract. If there is an assignment of monies due or to become due under the Contract, or a change in control of Vendor, then Vendor shall immediately provide the MTA with all information, documentation, and authorizations that the MTA determines to be appropriate. The Contract, including the rights, duties, and obligations, shall bind and inure to the benefit of the successors and assigns of the MTA and Vendor. Nothing herein shall either restrict Vendor's right to assign monies due or to become due pursuant to NYS Uniform Commercial Code Section 9-318 or, subject to Section 8.6 (Bankruptcy Code Section 365(n)) be construed to hinder, prevent, or affect Vendor's assignment for the benefit of creditors that is made pursuant to applicable law.

29.10. Freedom of Action. The MTA is free and without restriction to procure any goods and services as it sees fit, and to engage other third parties to assist in the same or otherwise provide goods and services, including those that compete directly with Vendor.

29.11. No Publicity. To the fullest extent permitted by law, Vendor shall not publicize, issue, or disclose any release, statement, or other information relating to the Work or the MTA in any manner, including in advertisements, publications, press releases, articles, websites, social media, or speeches, without the MTA's prior written approval, which may be withheld or withdrawn for any reason.

29.12. Access to MTA Data. The MTA shall have full access at all times to all MTA Data (including drafts of MTA Data and documentation related to Work contemplated in the Contract) that are within Vendor's possession or control. Vendor shall immediately provide the MTA with

copies of all such MTA Data upon the MTA's request. As with all other Vendor obligations under the Contract, Vendor's obligation set out in this Section 29.12 (Access to MTA Data) shall apply regardless of whether Vendor disputes what constitutes MTA Data or is otherwise asserting a right to withhold such MTA Data from the MTA.

29.13. Format of Deliverables; Instructions.

29.13.1. Deliverable Format. For all Work and MTA Data that is documentable or otherwise written, Vendor shall provide such Work and MTA Data to the MTA in an MTA-requested form, format, and medium (e.g., via email, hard copy, MS Word, .PDF, etc.).

29.13.2. Clarifying Instructions. If required by the Contract or best industry practices, Vendor shall deliver as part of the Work, written materials in sufficient detail and clarity, and with sufficient explanation and information, to enable the MTA to understand, apply, modify, and maintain such Work without further assistance from Vendor or other third parties.

29.14. Entire Agreement.

29.14.1. No Vendor Modifications to Contract Documents. Subject to Section 28 (Change Orders; Contract Modifications), the Contract Documents include only those terms and conditions with which the MTA shall agree in connection with the Solicitation. The term "Modifying Bid Terms" means any terms and conditions included with, attached to, or referenced in the submitted Bid or otherwise discussed during the procurement process, that modify or conflict with the Contract Documents, or otherwise constitute an exception to the terms and conditions included in the Contract Documents. Vendor agrees that all Modifying Bid Terms shall not be binding on the MTA, deemed excluded from its Bid, and provided by Vendor solely for informational and promotional purposes. The MTA shall have the sole and absolute discretion to determine whether a particular term or condition constitutes an excluded Modifying Bid Term or part of the accepted Bid.

29.14.2. Entire Agreement. Subject to Section 29.14.1 (No Vendor Modifications to Contract Documents), the Contract constitutes the entire agreement between the MTA and Vendor concerning the subject matter herein. No terms or conditions (whether written or based on performance or course of conduct) that modify the Contract (the "Additional Terms") shall be binding on the MTA, unless agreed to pursuant to Section 28 (Change Orders; Contract Modifications). Vendor expressly agrees that the Contract shall not include (i) any Additional Terms that Vendor affixes to, incorporates into, or otherwise provides with the Work (including standard pre-printed or custom order forms, product literature, "shrink wrap" terms accompanying software delivery, "click-through" agreements, order forms, invoices, or other documents Vendor provides to the MTA for payment), regardless of whether the MTA accepts such Additional Terms via an approval, payment, or other action signifying its acceptance to such Additional Terms, or (ii) any Additional Terms that are otherwise presented to the MTA and not accepted pursuant to Section 28 (Change Orders; Contract Modifications). By way of clarification, and not limitation, in no event shall any term or condition included in the Bid that the MTA determines to modify the Contract Documents so modify the Contract Documents or otherwise be incorporated into the Contract. The MTA shall not be liable or obligated for any goods, services, or other costs that are not expressly set out in the Contract.

29.15. Multi-Agency Use. Vendor agrees that any MTA affiliate or subsidiary can utilize the same pricing, terms, and conditions set out in the Contract.

29.16. Force Majeure. Neither party shall be liable to the other party for delays or any failure to perform an obligation under the Contract due to causes beyond its reasonable control and that are not caused or attributable to the fault or negligence of the party delayed (the "Delayed Party") (each, a "Force Majeure Event"). Such Force Majeure Events include, but are not limited to, fire, explosion, flood or other natural catastrophe, terrorism, legislation, governmental orders, regulation, or labor strikes. However, the Delayed Party shall use its best efforts to minimize the delays caused by any such Force Majeure Event. In addition, if Vendor seeks relief for a Force Majeure Event, then it must notify the MTA promptly, and in no case more than two (2) days after, the occurrence of a Force Majeure Event, and provide the MTA with a reasonable plan to resume performance. Upon such notice, Vendor shall take all commercially reasonable steps to mitigate the effect of the Force Majeure Event. If Vendor fails to: (i) promptly notify the MTA of the Force Majeure Event; (ii) provide to the MTA a reasonable plan to resume performance; or (iii) mitigate the effects of the Force Majeure Event, then Vendor's performance shall not be considered excused pursuant to this Section 29.16 (Force Majeure).

29.17. Determination of Ambiguities; Order of Precedence. The MTA shall have the sole right to resolve any errors, inconsistencies, ambiguities, or discrepancies, including typographical errors in the Contract, and Vendor agrees to be bound by such resolutions. Unless the Project Manager determines otherwise, in the event of a conflict or inconsistency between or among portions of the Contract, the more stringent provision or requirement shall control, except for situations in which no provision is clearly more stringent, in which case the Project Manager shall generally apply the following order of precedence in the following descending order: (i) these Terms and Conditions; (ii) the Contract Documents other than these Terms and Conditions, including all forms, certifications, and attachments; and (iii) the Bid. In no event shall the order of precedence supersede applicable law unless the Project Manager determines that the requirements set out herein are more stringent than those established by applicable law.

30. Certain Information Technology Requirements. Additional terms applicable to Work involving information technology are incorporated into, and attached to, these Terms and Conditions as Schedule 2 (Certain IT Requirements). Vendor shall comply with all of the requirements included in Schedule 2 (Certain IT Requirements) for all portions of the Work unless the Manager notified Bidders in writing during the procurement process that certain portions of the Work are not subject to Schedule 2 (Certain IT Requirements).

SCHEDULE 1: APPLICABLE LAWS AND REGULATIONS

1. Schedule 1 Interpretative Rules.

1.1. Defined Terms. Subject to Section 1.2 (Applicability to Bidders), capitalized terms used in this Schedule 1 (Applicable Laws and Regulations) that are not defined herein have the meanings ascribed to them in the Terms and Conditions.

1.2. Applicability to Bidders. The obligations in this Schedule 1 (Applicable Laws and Regulations) include those that apply to both (i) any individual or entity submitting a Bid in response to a Solicitation, and (ii) the Vendor to which the Contract is awarded. Accordingly, and for purposes of this Schedule 1 (Applicable Laws and Regulations), all references to the terms "Vendor", "Bidder", "proposer", and other similar terms shall be interpreted to mean and include Vendor and any individual or entity submitting a Bid in response to the Solicitation. All individuals and entities submitting Bids in response to the Solicitation must comply with those obligations herein that pertain during the procurement process, and the selected Vendor must comply with all applicable obligations herein throughout the Term.

1.3. Other Agencies. The MTA is the entity issuing the Solicitation and entering into the Contract with Vendor. In many instances, however, the Solicitation is intended to procure Work for an MTA subsidiary or affiliate (e.g., Metro-North Railroad, Long Island Rail Road, and New York City Transit). To this end, and unless the Contract Manager directs otherwise in writing, Vendor agrees that its obligations set out in this Schedule 1 (Applicable Laws and Regulations) shall apply to both the MTA and the MTA subsidiary or affiliate for which the Work is being procured, regardless of whether this Schedule 1 (Applicable Laws and Regulations) specifically identifies the MTA subsidiary or affiliate.

1.4. Interpretative Decisions. The MTA shall have the sole right to resolve any errors, inconsistencies, ambiguities, discrepancies, or questions regarding the interpretative rules (set out in this Section 1 (Schedule 1 Interpretative Rules)) and their application, and Vendor agrees to be bound by such resolutions.

2. New York State Labor Law.

2.1. Compliance with New York State Labor Law. Vendor shall comply with applicable requirements of the New York State Labor Law, as amended and supplemented (the "**NY Labor Law**"). Specifically, if any Work falls within the purview of the NY Labor Law, Vendor (and its subcontractors) shall comply with said NY Labor Law with respect to any such portion of the Work, including NY Labor Law Sections 220, 220-f, 222-a, and 230. Vendor shall ensure that no laborer, workman, or mechanic that Vendor (or its subcontractors or other persons) employs to do Work shall be permitted or required to work more than eight (8) hours in any one calendar day or more than five (5) days in any one calendar (1) week, except in cases of extraordinary emergency as defined in NY Labor Law Section 220. If additional time beyond that which is permitted is necessary to complete the Work within the Contract time limits, then the MTA shall work with Vendor to apply for and obtain the requisite exemptions. Vendor shall, and shall ensure that its subcontractors (or other persons doing or contracting to do the Work), pay all wages for a legal day's work (as defined by law) to all classes of such laborers, workmen, or mechanics for the Work and related materials in an amount that is not less than the prevailing rate of a day's work in the same trade or occupation at the time the Work is performed and in the same locality (as defined in NY Labor Law Sections 220 and 230) where the completed Work is to be situated, erected, or used, and such amounts shall be paid in cash except as otherwise permitted in NY Labor Law Sections 220 or 230. Failure to comply with the NY Labor Law shall constitute a Default Event and render the Contract void.

2.2. Wage Rates; Certified Payrolls. Pursuant to NY Labor Law Section 220, the New York State Commission of Labor has determined the schedule of supplements to be provided and wages to be paid to workmen, laborers, and mechanics engaged in the Work. To the extent that NY Labor Law Section 220 applies, Vendor agrees that: (i) it and all subcontractors shall comply with such schedule of supplements and wages; (ii) it shall submit to the MTA certified payrolls (attested to by a duly authorized Vendor representative) for Vendor and all subcontractors, enumerating all payments to, or on behalf of, persons employed in connection with the Work, with such submissions at intervals agreed upon between Vendor and the Project Manager, but not less frequently than once per month.

3. MTA Capital Program Review Board. The Contract constitutes a special obligation of the MTA, payable solely from any one or combination of the following funding sources: (i) proceeds of grants or other monies paid or made available by any combination of the Federal government, the State, or the City to or on behalf of the MTA for the Contract or for the project encompassing the Work; (ii) proceeds of the MTA Transit Facilities Service Contract Bonds; (iii) monies that the Triborough Bridge and Tunnel Authority made available to the MTA for the Contract; (iv) net proceeds that the MTA realized from the sale-leaseback or "safe-harbor" leasing of assets constituting transit projects; or (v) monies made available to the MTA for the Contract other than monies paid or payable under the note issued pursuant to the Financing Contract dated July 1, 1982. The MTA represents that, to the extent applicable, the Contract or the project encompassing the Work is included within the Capital Program Plan for transit facilities approved by the MTA Capital Program Review Board (established pursuant to New York State Public Authorities Law (the "**NY Public Authorities Law**") Section 1269-a), and that estimated receipts from the funding sources identified above are enumerated in such Plan in amounts adequate to fund the Contract, in accordance with NY Public Authorities Law Section 1269-b.

4. Net Neutrality. In accordance with the requirements of Executive Order No. 175 ("EO 175"), Vendor shall adhere to net neutrality principles in the provision of internet services under this Contract, regardless of delivery method unless the MTA Managing Director, or their designee, determines that adherence to net neutrality principles for a particular purpose is not in the best interests of the State. Nothing in this provision supersedes any obligation or authorization a provider of broadband Internet access service may have to address the needs of emergency communications or law enforcement, public safety, or national security authorities, consistent

with or as permitted by applicable law, or limits the provider's ability to do so. As used herein, "net neutrality" means that Vendor will not block, throttle, or prioritize internet content or applications or require that end users pay different or higher rates to access specific types of content or application. For the purposes of this Contract, the prohibition against blocking or throttling of internet content or applications does not apply to reasonable network management practices. Any Vendor awarded a new Contract or Contract renewal shall certify compliance with EO 175 as a condition precedent to award or renewal.

5. Compliance with Consultant Disclosure Law. For purposes of this Section 5 (Compliance with Consultant Disclosure Law), the term "**Consulting Services**" means services consisting of analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or other similar services. Pursuant to NY Finance Law Section 163(4-g) (as amended by Chapter 10 of the Laws of 2006), if the Contract involves Consulting Services, then Vendor shall timely, accurately, and properly submit an annual employment report for the Contract to the MTA, the Department of Civil Service, and the State Comptroller.

6. Failure to Comply with State Investigation as Grounds for Cancellation of Contract. The term "**Compliance Action**" means to: (i) testify in an investigation concerning any transaction or contract 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; (ii) sign a waiver of immunity against subsequent criminal prosecution; or (iii) answer any relevant question concerning such transaction or contract. If a person refuses to perform a Compliance Action when called to do so before a grand jury, any state department head, temporary state commission, or other state agency, law department organized crime task force, any city department head, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, then such person (and any firm, partnership, or corporation of which she or he is a member, partner, director, or officer) shall be disqualified for a period of five (5) years after such refusal from selling to, submitting bids to, receiving awards from, or entering into any contracts with any public authority or official thereof (including the MTA and its subsidiaries and affiliates) for goods, work, or services. The Contract, and any and all contracts made with any public authority or official thereof by such person (and any firm, partnership, or corporation of which she or he is a member, partner, director, or officer) may be cancelled or terminated by the MTA without incurring any penalty or damages on account of such cancellation or termination; provided, however, that the MTA shall pay amounts due under the Contract for Work done prior to such cancellation or termination.

7. Diesel Emissions Reduction Act of 2006.

7.1. Compliance with DERA. Vendor represents that, in connection with activities relating to the Contract, it shall comply with the 2006 Diesel Emissions Reduction Act ("**DERA**"), as codified at NY Environmental Conservation Law Section 19-0323, and its implementing regulations. In accordance with DERA, Vendor:

7.1.1. Ultra-Low Fuel. Shall use ultra-low sulfur diesel fuel (< 15ppm) in all heavy-duty diesel vehicles (>8500 lbs. gross vehicle weight rating ("**GVWR**")) ("**HDVs**") used at or on any MTA Property or worksite in performing Work or providing materials or equipment unless such HDVs are otherwise exempt.

7.1.2. Vendor DERA Representation. Represents that all of its affected vehicles will meet the DERA-required Particulate Matter ("**Particulate Matter**") and Oxides of Nitrogen (NOx) emission standards by: (i) utilizing devices that the U.S. Environmental Protection Agency ("**EPA**") or the California Air Resources Board certify as achieving reductions in Particulate Matter and NOx at the highest classification level for emission control strategies applicable to the particular engine and application; (ii) utilizing engines certified to meet the 2007 EPA standard for Particulate Matter (0.01g/bhp-hr) as set forth in 40 CFR Section 86.007-11 or any subsequent EPA standard that is at least as stringent; or (iii) employing alternative fuel vehicles that 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). If Vendor has secured a waiver (including waivers based on the useful life of the vehicle) from the Best Available Retrofit Technology ("**BART**") or ultra-low sulfur diesel fuel requirements from the New York State Department of Environmental Conservation, then Vendor shall submit the waiver to the MTA with its Bid.

7.2. DERA Annual Report. Acknowledges that the MTA is required to submit an annual report detailing MTA and Vendor compliance with DERA. Vendor shall provide, no later than September first (1st) of each calendar year, the following information for covered vehicles performing Work on any MTA Property or worksite: (i) the total number of diesel-fuel powered motor vehicles owned or operated, and how many of those were powered by ultra-low sulfur diesel fuel; (ii) the total number of on road diesel fuel-powered motor vehicles owned or operated with a GVWR of more than 8500 lbs.; (iii) the total number of off road vehicles owned or operated; (iv) 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; (v) the number of such vehicles that have been replaced/repowered with an engine certified to the applicable 2007 EPA standard for Particulate Matter as set forth in 40 CFR Section 86.007-11 or to any subsequent EPA standard for Particulate Matter that is at least as stringent; (vi) the number of such vehicles that have been replaced with alternative fuel vehicles; (vii) the number of inventoried HDVs retired; (viii) identification of all ultra-low sulfur diesel waivers, findings, and renewals of such findings and, along with each such waiver, 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; (ix) identification of BART waivers

issued to Vendor; (x) the quantity of ultra-low sulfur diesel fuel used; (xi) a certification that all reported information is correct and a statement of compliance indicating the percent of inventoried HDVs meeting the applicable DERA requirements; and (xii) any other information that the New York State Department of Environmental Conservation requires.

8. Bidder Responsibility Determinations. The MTA may take into account information regarding Vendor's compliance with the MBE/WBE program requirements included in the Contract, including: (i) Vendor's failure to meet goals or demonstrate good faith efforts to meet same, and (ii) Vendor's willful or intentional failures, fraud, or intentional misrepresentations, as described in applicable state MBE/WBE law and regulations, in rendering determinations as to whether Vendor is found to be a responsible Bidder in any Solicitation, as required pursuant to NY Public Authorities Law Section 1209 or 1265-a, as applicable.

9. Tax Exemption. The MTA is a government instrumentality of New York State and, pursuant to NY Public Authorities Law Sections 1266 and 1275, as amended, is exempt from New York State and local taxes.

10. No Confidentiality. Vendor agrees that all information heretofore or hereafter furnished or disclosed to the MTA by Vendor in connection with the placing or filing of the Contract is furnished or disclosed as a part of the consideration for the Contract, that such information is not, unless otherwise agreed to by the MTA in writing, to be treated as confidential or proprietary as required by the Contract, and that Vendor shall assert no claims by reason of the use or disclosure of such information by the MTA or its assigns.

11. Termination for Violations of Law. The following constitute Default Events under the Contract: (1) the MTA determines that: (a) the certificate that Vendor files pursuant to NY Finance Law Section 139-k is intentionally false or intentionally incomplete; (b) the certificate that Vendor files pursuant to New York Tax Law Section 5-a was not timely filed, or is intentionally false or incomplete; or (c) Vendor's responses to the Vendor Responsibility Questionnaire were intentionally false or intentionally incomplete, and (2) a Vendor member, partner, director, or officer is convicted of: (a) bribery involving public servants and related offenses as defined in New York State Penal Law ("Penal Law") Article 200; (b) corrupting the government as defined in Penal Law Article 496; or (c) defrauding the government as defined in Penal Law Section 195.20.

12. Non-Collusion. By submitting a Bid, Bidder and each person signing on behalf of Vendor certifies, under penalty of perjury, that to the best of her or his knowledge and belief: (i) the prices quoted were arrived at independently without collusion, consultation, communication, or agreement with any other Bidder or competitor; (ii) unless otherwise required by law, Vendor did not and shall not knowingly disclose (directly or indirectly) to other Bidders or competitors prior to Bid opening the quoted prices; and (iii) Vendor has not and shall not induce any other person or firm to submit or not submit a Bid for purposes of restricting competition (collectively, the "Non-Collusion Requirements"). If Bidder cannot certify to the Non-Collusion Requirements, then it shall submit with its Bid a signed statement explaining why such certification cannot be made. A Bid shall not be considered for award, and an award shall not be made, if any of the Non-Collusion Requirements are not met. A Bidder failing to comply with the Non-Collusion Requirements shall not be considered for award unless the MTA determines that any disclosure made in violation of the Non-Collusion Requirements was not made for the purpose of restricting competition. The fact that Vendor: (a) published price lists, rates, or tariffs covering items being procured; (b) informed prospective customers of proposed or pending publication of new or revised price lists for such items; or (c) sold the same items to other customers at the same prices being quoted, does not constitute, without more, a disclosure in violation of the Non-Collusion Requirements.

13. Recycled Materials.

13.1. Manufacturing and Packaging. Subject to applicable law and Contract requirements, Vendor is encouraged (i) to use recycled, recyclable, or recovered materials in the manufacture of Goods and packaging, and (ii) to offer remanufactured Goods, both to the maximum extent practicable without jeopardizing the performance or intended end use of the Goods or packaging, unless such use is precluded due to health, welfare, or safety requirements. Where such use is not practical, suitable, or permitted by the Contract, Vendor shall deliver new Goods and packaging in accordance with the Contract requirements. Unless Bidder identifies in its Bid those Goods and packaging with recycled, recyclable, recovered, refurbished, or remanufactured content, Vendor shall be deemed to be offering new Goods and packaging.

13.2. Reasonably Competitive. NY Public Authorities Law Section 287-a requires the MTA to purchase recycled products when the price for such products is reasonably competitive and the quality is adequate for the intended purpose. "Reasonably competitive" means a comparable recycled product manufactured, in whole or in part, with secondary materials with a cost premium of no greater than ten percent (10%). Printed material on recycled paper shall include a printed symbol indicating that the material is printed on recycled paper. A "recycled product" means any product that has been manufactured from secondary materials, as defined in New York Economic Development Law Section 261(1), and that meets the requirements of New York Environmental Conservation Law Section 27-0717(2).

13.3. Federal Requirements. Vendor shall comply with Resource Conservation and Recovery Act ("RCRA") Section 6002, as amended (42 U.S.C. 6962), including the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in 40 CFR Part 247 Subpart B. Vendor shall include these requirements in each subcontract financed in whole or in part with FTA-provided Federal assistance, modified only if necessary to identify the affected parties.

14. Iran Divestment Act. Vendor shall comply with the Iran Divestment Act of 2012, as codified in NY Finance Law Section 165-a. By entering into the Contract, Vendor certifies pursuant to NY Finance Law Section 165-a that it is not on the "Entities determined to be non-

Responsive bidders/offers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.oqs.ny.gov/about/regs/docs/ListofEntities.pdf>. Vendor further certifies that it shall not utilize any subcontractor identified on the Prohibited Entities List under the Contract. Vendor shall provide the same certification in connection with any Contract renewal or extension. Vendor agrees that any proposed assignee shall be required to certify that it is not on the Prohibited Entities List before the Contract assignment will be approved by the State. If, during the Term, the MTA receives information that a person (as defined in NY Finance Law Section 165-a) is in violation of the above-referenced certifications, then the MTA 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 violating investment activity within ninety (90) days after the determination of such activity, then the MTA shall take such action as may be appropriate and provided for by law, rule, or contract, including imposing sanctions, seeking compliance, and recovering damages, and such failure shall be considered a Default Event. The MTA reserves the right to reject any Bid, request for assignment, renewal, or extension from a Bidder/Vendor appearing on the Prohibited Entities List prior to the award, assignment, renewal, or extension, and to pursue a responsibility review for any Bidder/Vendor that is awarded a Contract and appears on the Prohibited Entities List after Contract award.

15. State Lobbying Law. To the extent that the Contract is a "procurement contract" as defined in NY Finance Law Sections 139-j and 139-k (the "Lobbying Law"), by signing the Contract, Vendor certifies and affirms that all disclosures made in accordance with the Lobbying Law are complete, true, and accurate. The Lobbying Law imposes fines and penalties against persons and organizations engaging in impermissible contacts about a governmental procurement and provides for the debarment of repeat violators. The affirmation, certifications, and disclosure of prior non-responsibility determinations submitted with the Bid are incorporated into the Contract by reference. For certain Contract modifications or Change Orders, Vendor shall be required to submit new disclosure and certification forms ("Disclosure of Prior Non-responsibility Determinations" and the "Affirmation and Certification") as part of the Change Order process. Vendor shall disclose in its Bid, and immediately update the MTA in writing during the Term, all findings of non-responsibility due to intentional provision of false or incomplete information to a covered agency or authority within the past four (4) years with respect to the Lobbying Law. It shall be a Default Event if the MTA determines that Vendor's "Affirmation and Certification" and "Disclosure of Prior Non-responsibility Determinations" forms submitted with its Bid were intentionally false or intentionally incomplete.

16. Omnibus Procurement Act.

16.1. Relevant Threshold. If the Total Contract Price is equal to or greater than one million dollars (\$1,000,000) (the "Omnibus Threshold"), then Vendor shall document its efforts to encourage the participation of New York State Business Enterprises (each, an "NYSBE") as suppliers and subconsultants by showing that Vendor has: (i) solicited bids, in a timely and adequate manner, from NYSBEs, including certified MBE/WBEs; (ii) contacted the New York State Department of Economic Development to obtain NYSBE listings; (iii) placed notices for subconsultants and suppliers in newspapers, journals, or other trade publications distributed in New York State; or (iv) participated in bidder outreach conferences. Documentation of such efforts must be provided to the MTA upon its request. If Vendor determines that NYSBEs are not available to participate in the Contract as subconsultants or suppliers, then Vendor shall provide a statement to the MTA indicating the method by which such determination was made. If Vendor does not intend to use subconsultants, then Vendor shall provide a statement to the MTA verifying this.

16.2. Compliance with the Federal Equal Opportunity Act of 1972; Offset Credits. Vendor shall comply with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended. Vendor shall cooperate with any New York State effort to obtain offset credits from foreign countries as a result of the Contract.

16.3. Notification to New York State Residents. If the Total Contract Price meets or exceeds the Omnibus Threshold, then Vendor shall make reasonable efforts to notify New York State residents of employment opportunities by listing any such positions with the New York State Department of Labor (the "NYSDEL"), Division of Employment and Workforce Solutions, or to otherwise notify New York State residents in a manner consistent with existing collective bargaining agreements. Vendor shall document such efforts and provide said documentation to the MTA or the State, upon request.

16.4. Availability of New York State Subconsultants and Suppliers. Information on the availability of New York State subconsultants and suppliers is available: (i) 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/register.cfm>; or (ii) by contacting the New York State Department of Economic Development, Division of Small Business, at 518-292-5266.

16.5. Certified Minority and Women-Owned Business Enterprises. A directory of New York State certified MBE/WBEs is available: (i) online at: <https://ny.newnyccontracts.com/FrontEnd/VendorSearchPublic.asp>; (ii) by contacting the Empire State Development's Division of Minority and Women's Business Development: (a) Albany, NY 12245, (518) 292-5250, or (b) 633 Third Avenue, 33rd Floor New York, NY 10017 (212) 803-2414; or (iii) 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 Vendor's request, the Department of Diversity and Civil Rights will assist a firm in reviewing the directory.

16.6. Future Contracting Opportunities. Entities and individuals that want to be informed by email of future contracting opportunities advertised in the New York State Contract Reporter may sign up for a free account at: <https://www.nyscr.ny.gov/contracts.cfm> to receive notices.

16.7. Registration. Entities and individuals 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 consultants who may contact businesses directly about opportunities, may go to <https://www.nyscr.ny.gov/register.cfm>. Requests for listing in this registry may be made by: (i) an NYSBE 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.

16.8. Discriminatory Jurisdictions. If Bidder's principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the proposed Work will be substantially produced or performed outside of New York State, then the Omnibus Procurement Act 1994 and 2000 amendments (Chapters 684 and 383, respectively) require that such Bidder be denied contracts that it may otherwise obtain. Contact New York State Department of Economic Development for a current list of jurisdictions subject to this Section 16.8 (Discriminatory Jurisdictions).

17. Comptroller Approval. Pursuant to NY Public Authorities Law Section 2879-a, the Contract may be subject to the Office of the State Comptroller's review and approval and, if such review and approval is required, then the Contract shall not be valid or binding upon the MTA unless the Office of the State Comptroller reviews and approves the Contract.

18. Maintenance of Workers' Compensation Insurance. Pursuant to NY Finance Law Section 142, Vendor shall secure and maintain workers' compensation and disability insurance coverage throughout the Term for the benefit of employees who are required by law to be so covered by such insurance. The Contract shall be void and of no effect unless Vendor complies with the obligations set out in this Section 18 (Maintenance of Workers' Compensation Insurance).

19. Domestic Steel Content.

19.1. Domestic and Foreign Steel Product Applicability. Pursuant to NY Public Authorities Law Section 2603-a, this Section 19 (Domestic Steel Content) shall apply to use of domestic and foreign steel products if the Total Contract Price exceeds fifty thousand dollars (\$50,000) or, if this Contract is for the construction, reconstruction, alteration, repair maintenance or improvement of public works and exceeds one hundred thousand dollars (\$100,000). Although Bidders are encouraged to utilize domestic steel and to submit Bids that include the use of steel products containing domestic steel components, Bidders may also submit Bids that include the use of steel products not domestically produced. Bidders shall certify the portion of the Total Contract Price that represents the cost of steel components in the Bid, broken down by the cost of domestic steel components and foreign steel components. As used herein, the term "steel component" means a product rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed, or processed by a combination of two (2) or more operations, from steel.

19.2. Steel Products. Supplies, material, or equipment shall be deemed to be made of, fabricated from, or contain steel components, if the cost of such component(s) exceeds fifty percent (50%) of the cost of the material content of the supplies, materials, or equipment, and such supplies, materials, and equipment shall be referred to herein as "steel products".

19.3. Production in the United States; Reasonable Costs. 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 (50%) of the cost of the component. Such steel components shall be referred to herein as "domestic steel components". The cost of domestic steel components shall be deemed reasonable if the lowest responsible and responsive Bidder has offered all or substantially all domestic steel components.

19.4. Responsible and Reasonable Steel Components. If a Bid including domestic steel components is responsible and responsive, but not lowest, then a credit of six percent (6%) of the cost of the foreign steel components contained in the lowest responsible and responsive Bid shall be applied, and the Contract shall be awarded to the lowest responsible and responsive Bidder offering domestic steel components if the application of the credit to its Bid makes such Bid the lowest responsible and responsive Bid.

19.5. Exception. The six percent (6%) credit contemplated in 19.4 (Responsible and Reasonable Steel Components) above shall not be applied if doing so would result in selecting a Bidder with a lower amount of domestic steel components as part of its Bid than another Bidder with a higher amount of domestic steel components as part of its Bid.

19.6. Steel Component Conclusive Presumption. If no Bid is received that includes steel components produced or made in the United States, a conclusive presumption shall be made that such steel components are not available domestically.

19.7. Automotive Products Trade Act. 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.

20. Service-Disabled Veteran Owned Businesses.

20.1. Participation Opportunities for New York State Certified Service-Disabled Veteran Owned Businesses. New York State Executive Law Article 17-B provides for more meaningful participation in public procurements by certified Service-Disabled Veteran-Owned Businesses (each, an "SDVOB"), thereby further integrating such businesses into New York State's economy. The MTA recognizes the need to promote the employment of service-disabled veterans and to ensure that certified SDVOBs have opportunities for maximum feasible participation in the performance of MTA contracts. In recognition of the service and sacrifices made by Service-Disabled veterans and their economic activity in doing business in New York State, Bidders and Vendor are expected to consider SDVOB participation when fulfilling Contract requirements, including participation as subcontractors, suppliers, protégés, or in other partnering or supporting roles.

20.2. SDVOB Contract Goals.

20.2.1. Goals Specified for the Utilization of SDVOBs. The goal specified for SDVOB utilization is expressed as a percentage of the Total Contract Price. The SDVOB participation goal is shall be stated in the MTA Information for Bidders, which goal is based on the current availability of qualified SDVOBs. For purposes of providing meaningful SDVOB participation, Bidders and Vendor should reference the directory of New York State Certified SDVOBs (available at: http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf). Questions regarding compliance with SDVOB participation goals should be directed pre-award to the MTA Designated Point of Contact, and post-award to the Project Manager. Vendor is encouraged to contact the Office of General Services Division of Service-Disabled Veterans Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss additional methods of maximizing SDVOB participation.

20.3. SDVOB Utilization Plan. As further set out in this Section 20.3 (SDVOB Utilization Plan), Bidders and Vendor shall document its good faith efforts to provide meaningful participation by SDVOBs in connection with the Contract.

20.3.1. SDVOB Utilization Plan Submission. Pursuant to 9 NYCRR 252.2(i), the apparent low Bidder shall, by close of business on the seventh (7th) calendar day after the public Bid opening date, submit to the MTA a completed SDVOB Utilization Plan on Form SDVOB 100. Bidders are required to submit a completed SDVOB Utilization Plan on Form SDVOB 100 with their Bid.

20.3.2. Description of SDVOB Work. The SDVOB Utilization Plan shall include: (i) a list of the SDVOBs that Bidder intends to use in connection with the Contract; (ii) a description of the Work that Bidder intends the SDVOB to perform to meet the utilization goals; and (iii) the estimated dollar amounts to be paid to an SDVOB or, if not known, an estimate of the percentage of Work the SDVOB will perform. By signing the Utilization Plan, Bidders acknowledge that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, submitting a SDVOB Utilization Plan is prohibited by law, constitutes a Default Event, and may result in penalties including loss of eligibility to participate in future Solicitations and the withholding of payments. Any modifications or changes to the agreed SDVOB participation after Contract award and during the Term must be reported on a revised SDVOB Utilization Plan and submitted to the MTA Department of Diversity and Civil Rights ("DDCR").

20.3.3. DDCR Review; Notice of Deficiency. The DDCR will review the submitted SDVOB Utilization Plan and notify Bidder/Vendor of acceptance or issue a notice of deficiency within twenty (20) calendar days of DDCR's receipt. If a notice of deficiency is issued, then Bidder/Vendor shall submit to DDCR a written remedy in response to the notice of deficiency within seven (7) business days of receipt thereof. If the written remedy is not timely submitted or found by DDCR to be inadequate, then DDCR shall notify Bidder/Vendor and direct Bidder/Vendor to submit, within five (5) business days of notification by DDCR, a request for a partial or total waiver of SDVOB participation goals on Form SDVOB 200. Failure to file the waiver form in a timely manner may be grounds for disqualification of the Bid.

20.3.4. Disqualification of Bidder. The MTA may disqualify a Bidder as non-responsible if:

(i) Bidder fails to submit an SDVOB Utilization Plan; (ii) Bidder fails to submit a written remedy to a notice of deficiency; (iii) Bidder fails to submit a waiver request; or (iv) DDCR determines that Bidder has failed to document good faith efforts.

20.3.5. Vendor SDVOB Certification. If awarded the Contract, Vendor certifies that it shall follow the submitted SDVOB Utilization Plan.

20.3.6. SDVOB Material Breach. Vendor's failure to use SDVOBs as agreed in the Utilization Plan shall constitute a Default Event and, upon the occurrence of such non-use, the MTA shall be entitled to any remedy available, including a finding of Vendor non-responsibility.

20.4. Request for Waiver.

20.4.1. Partial or Total Waiver. Prior to submission of a request for a partial or total waiver, Bidder/Vendor shall speak pre-award to the designated MTA procurement representative and post-award to the Project Manager for guidance.

20.4.2. Required Documentation for Request. Pursuant to 9 NYCRR 252.2(m), if Bidder/Vendor is able to document good faith efforts to meet the goal requirements set forth in Section 20.4.4 (SDVOB Utilization Plan and Monthly SDVOB Vendor Compliance Report), then Bidder/Vendor may submit a request for a partial or total waiver on Form SDVOB 200, accompanied by supporting documentation. Bidder/Vendor may submit the waiver request at the same time that it submits its SDVOB Utilization Plan. If a waiver request is submitted with the SDVOB Utilization Plan and it is not accepted by DDCR at that time, then the provisions of Sections 20.5 (Required Good Faith Efforts), 20.6 (Monthly SDVOB Vendor Compliance Report), and 20.7 (Breach of Contract and Damages) shall apply. If the documentation included with Bidder's/Vendor's waiver request is complete, then DDCR shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) calendar days of DDCR's receipt.

20.4.3. Subsequent Request for Waiver. Throughout the Term, Vendor shall attempt to utilize, in good faith, SDVOBs identified in its SDVOB Utilization Plan. Requests for a partial/total waiver of established goal requirements made subsequent to Contract award may be made during the Term to DDCR, but must be made prior to the submission of a request for final payment on the Contract.

20.4.4. SDVOB Utilization Plan and Monthly SDVOB Vendor Compliance Report. If DDCR, upon review of the SDVOB Utilization Plan and Monthly SDVOB Vendor Compliance Report Form SDVOB 101 determines that Vendor is failing or refusing to comply with the SDVOB utilization goals and no waiver has been issued for such non-compliance, then DDCR may issue a notice of deficiency to Vendor. Vendor must respond to the notice of deficiency within seven (7) business days of Vendor's receipt of the same. Such response may include

a request for partial or total waiver of the SDVOB utilization goals. Waiver requests should be sent to DDCR.

20.5. Required Good Faith Efforts. Pursuant to 9 NYCRR 252.2(n), Vendor shall document its good faith efforts toward utilizing SDVOBs on the Contract. Evidence of required good faith efforts shall include: (i) copies of solicitations to SDVOBs and any responses thereto; (ii) explanations of the specific reasons each SDVOB that responded to Vendor's solicitation was not selected; (iii) dates of any pre-bid, pre-proposal, pre-award, or other meetings attended by Vendor, if any, scheduled by DDCR or the MTA with certified SDVOBs whom DDCR or the MTA determined were capable of fulfilling the SDVOB goals; (iv) information describing the specific steps undertaken to reasonably structure the Contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs; and (v) other information deemed relevant to the waiver request.

20.6. Monthly SDVOB Vendor Compliance Report. Pursuant to 9 NYCRR 252.2(q), Vendor shall submit monthly SDVOB Vendor Compliance reports (using Form SDVOB 101, Monthly Compliance Report) to DDCR throughout the Term by the tenth (10th) day of each month, with each such report detailing the preceding month's activity and documenting progress made towards achieving the SDVOB utilization goals. The Form SDVOB 101 should be emailed to DDCR at: DDCRMMonthlyParticipationReports@nycf.com, and the email subject line should include the Contract number for which the Form SDVOB 101 is being submitted.

20.7. Breach of Contract and Damages. Pursuant to 9 NYCRR 252.2(s), the MTA's determination that Vendor has willfully and intentionally failed to comply with the SDVOB participation goals shall constitute a Default Event.

20.8. SDVOB Reporting Forms. When applicable, the Contract contains the following forms: (i) Form SDVOB 100 (SDVOB Utilization Plan Form); (ii) Form SDVOB 200 (Application For Waiver); and (iii) Form SDVOB 101 (Monthly SDVOB Participation Report).

21. Prompt Payment. In addition to the prompt payment provisions included in the Terms and Conditions, this Section 21 (Prompt Payment) includes various details regarding payments made pursuant to the Contract.

21.1. Prompt Payment to DBE Subcontractors. Vendor shall pay all DBE subcontractors, including retainage, for satisfactory performance of their contracts no later than thirty (30) days from receipt of each payment by the MTA (including any retainage) in accordance with U.S. Department of Transportation regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26. Pursuant to 49 CFR 26.29(c), work is "satisfactorily" completed when (i) all the tasks called for in the subcontract have been accomplished and documented as required by the MTA, or (ii) the MTA has made an incremental acceptance of a portion of the Work that covers the subcontractor's work. Vendor may only delay or postpone payment to a DBE subcontractor for good cause and with the MTA's prior written approval. Vendor shall include in any subcontract with a DBE subcontractor language providing that Vendor and the DBE subcontractor shall use appropriate alternative dispute resolution mechanisms to resolve payment disputes. The MTA shall not reimburse Vendor for any part of the Work performed by DBE subcontractors unless and until Vendor ensures that the DBE subcontractors are promptly paid for any work that they have performed. Vendor's failure to comply with this Section 21.1 (Prompt Payment to DBE Subcontractors) shall constitute a Default Event.

21.2. Prompt Payment to Subcontractors and Retainage. If the Contract constitutes a public work contract, then Vendor shall (i) pay all subcontractors, including each MBE/WBE subcontractor under the Contract, for the work performed under its subcontract no later than seven (7) calendar days from the receipt of any payment that Vendor receives from the MTA for Work performed by the subcontractor, and (ii) pay interest at the rate required by law if payment is not made within the required seven (7) calendar days. If the Contract is not a public work contract, then Vendor shall pay all subcontractors under the Contract for the satisfactory performance of their subcontracts no later than thirty (30) days from the receipt of each payment that Vendor receives from the MTA for Work performed by the subcontractor. If the Contract includes retainage, then Vendor shall not retain more than the lesser of five percent (5%) and the retainage percentage provided in the Contract between the MTA and Vendor, except that Vendor may retain not more than ten percent (10%) of each payment to the subcontractor where, prior to entering into a subcontract with Vendor, Vendor requested that the subcontractor provide a performance bond and a payment bond for subcontractors, labor, or material suppliers, each in the full amount of the subcontract and the subcontractor was unable or unwilling to provide such bonds. Vendor shall return retainage to any subcontractors within thirty (30) days of receiving a payment from the MTA that returns Vendor's retainage for Work that the subcontractor satisfactorily performed.

21.3. Prompt Payment Flow Down. Vendor shall insert into every first-tier subcontract with its subcontractors provisions requiring the subcontractor to comply with the requirements of NY Public Authorities Law Section 1269-g, and to require compliance by its lower-tier subcontractors and to file with Vendor a certification of compliance, under penalty of perjury, within ninety (90) days of the effective date of each such subcontract.

22. Prohibition on Purchases of Tropical Hardwoods. By submitting a Bid, Vendor certifies and warrants that all wood products to be used under the Contract shall be in accordance with NY Finance Law Section 165, which prohibits the purchase and use of tropical hardwoods by the MTA, unless specifically exempted, specified in the Contract, or Vendor has received written permission from the MTA. Vendor shall be responsible for obtaining any exemptions. If any Work involves the use of woods, whether supply or installation, to be performed by a subcontractor, then Vendor shall indicate and certify in its Bid that the subcontractor has been informed of and is in compliance with requirements regarding use of tropical hardwoods as detailed in NY Finance Law Section 165. Bidders shall include in their Bids proof of qualification for any exemptions to the requirements in Section 165, which are subject to MTA approval, and failure

to provide such proof may be cause for a nonresponsive determination.

23. Assignment of Claims. Vendor hereby assigns to the MTA all right, title, and interest in and to all claims and causes of action arising under applicable federal and state antitrust laws relating to Work purchased or procured pursuant to the Contract.

24. International Boycott Prohibition; Compliance with Administrative Code. Pursuant to NY Labor Law Section 220-f and NY Finance Law Section 139-h, if the Contract exceeds \$5,000, then Vendor agrees, as a material condition of the Contract, that neither it nor any of its substantially owned or affiliated persons, firms, partnerships, or corporations has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or the United States Department of Commerce's regulations promulgated thereunder. If the United States Department of Commerce or other United States agency issues a final determination after the Effective Date that Vendor, or any of the aforesaid affiliates, is convicted or is otherwise found to have violated said laws or regulations or otherwise participated in an international boycott, then the Contract shall be rendered forfeit and void. Pursuant to 2 NYCRR 105.4, Vendor shall so notify the State Comptroller within five (5) business days of any such conviction, determination, or disposition of appeal. Vendor further agrees to comply with New York City Administrative Code Section 6-114 and the Comptroller-issued rules thereunder.

25. Energy Conservation. Vendor shall comply with mandatory energy efficiency standards and policies contained in 42 USC §6321 et seq. and New York State Energy Law Article 11. Vendor shall ensure that all Work, including Work performed by a subconsultant, complies with the requirements in this Section 25 (Energy Conservation). Vendor shall further comply with Executive Orders 111 and 142, which require the MTA to:

25.1. Energy Efficiency. With respect to energy efficiency: (i) 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; (ii) in the design, construction, operation, and maintenance of new MTA buildings, to the maximum extent practicable, follow 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; (iii) in the construction of new MTA buildings, achieve a twenty percent (20%) improvement in energy efficiency performance relative to levels required by New York State's Energy Conservation Construction Code, as amended; and (iv) in the substantial renovation of existing MTA 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.

25.2. ENERGY STAR® Energy-Efficient Products; E85 Ethanol and Bio-Diesel. With respect to new products and replacing existing MTA equipment, select ENERGY STAR® energy-efficient products. With respect to fuel, purchase, allocation, distribution, and use E85 ethanol and bio-diesel if feasible.

25.3. Energy Generation; Alternative-Fuel Vehicles. With respect to purchasing energy, increase the MTA's purchase of energy generated from wind, solar, thermal, photovoltaics, sustainably managed biomass, tidal, geothermal, methane waste, and fuels cells. With respect to MTA 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.

26. Compliance with NY Public Authorities Law Section 1269-g. The following shall apply to Vendor and any subcontractors if the Contract is a public works contract involving the employment of laborers, workmen, or mechanics.

26.1. Applicable Rules and Regulations. Vendor shall comply with NY Public Authorities Law Section 1269-g, as amended and supplemented, and with all rules and regulations that the MTA adopts pursuant to such law.

26.2. Posting and Distributing Required Information. No later than ninety (90) days from the Effective Date, Vendor shall file with the MTA a certification signed by an officer of Vendor, and sworn to under penalties of perjury, that Vendor 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 Vendor posted and distributed and a description of how it has been posted and distributed.

26.3. Responsibility to Communicate Required Information. Once the MTA has posted on its public websites (currently www.mta.info) sample statements, displays, and other materials that provide the information required by Section 1269-g, Vendor may use such sample statements, displays, and other materials in complying with Section 1269-g. Until the MTA has posted such information, Vendor shall accurately and completely prepare and communicate the required information, including: (i) the telephone numbers and addresses to report fraud or other illegal activity to the appropriate officers of the MTA inspector general and the New York Attorney General; (ii) a detailed description of conduct prohibited by NY Finance Law Section 189, and the role of that act in preventing and detecting fraud and abuse in Work paid for by the MTA or with funds originating from the MTA; (iii) 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 (iv) a description of the prohibitions on employer retaliation against persons who file or assist actions under Article 13 of NY Finance Law (the New York False Claims Act) pursuant to Section 191 therein, or who report illegal conduct that threatens the health or safety of the public pursuant to NY Labor Law Section 740.

26.4. Subcontracting Requirements. Vendor shall include in every first-tier subcontract, and require the inclusion in all lower-tier subcontracts, a provision requiring (i) each

subcontractor to comply with the requirements of NY Public Authorities Law Section 1269-g, as amended and supplemented, and with any statements, displays, and other materials, and rules and regulations that the MTA adopts pursuant to Section 1269-g(6), and (ii) that, no later than ninety (90) days from the effective date of each subcontract, each subcontractor file with Vendor a verified statement (a) 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), and (b) that includes a copy of the information that such subcontractor posted and distributed.

26.5. Compliance Certification. Vendor shall file with the MTA, no later than ninety (90) days from the effective date of each subcontract of any tier, a certification that (i) is 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), and (ii) includes a copy of the information that Vendor posted and distributed and a description of how that information has been posted and distributed.

26.6. Flow Down of NY Public Authorities Law Section 1269-g. Any payment to Vendor under the Contract is conditioned upon Vendor's material compliance with this Section 26 (Compliance with NY Public Authorities Law Section 1269-g). Vendor shall insert into every first-tier subcontract, and require insertion into all lower-tier subcontracts, a provision stating that any payments made pursuant to the subcontract are conditioned upon subcontractor's material compliance with Section 1269-g. Vendor shall submit with each request for payment a certification signed by an officer of Vendor and sworn to under penalties of perjury certifying that Vendor and every subcontractor has continued to comply with Section 1269-g, as amended and supplemented, and with any statements, displays, and other materials, and rules and regulations that the MTA adopts pursuant to Section 1269-g(6).

27. Wage and Hour Provisions.

27.1. Submission of Certified Payroll Transcripts for Public Works Contracts. Pursuant to NY Labor Law Article 8, Vendor and subcontractors on public works projects shall submit monthly payroll transcripts to the MTA. Upon mutual agreement of Vendor and the MTA, the submission may be in a specified format provided that: (i) Vendor/subcontractor retains the original records, and (ii) an original signed letter by a duly authorized individual of Vendor/subcontractor attesting to the truth and accuracy of the records accompanies the agreed-upon format. For the avoidance of doubt, this Section 27.1 (Submission of Certified Payroll Transcripts for Public Works Contracts) does not apply to NY Labor Law Article 9 pertaining to building services contracts.

27.2. Posting; Payroll Records. Vendor shall publicly post on the worksite, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements. Vendor shall also post Public Work Project posters regarding prevailing wages, which may be obtained from the NYSDOL. Vendor and its subcontractors shall notify all laborers, workers, and mechanics engaged in the Work in writing of the prevailing wage rate for their job classification on every pay stub for such workers. At the beginning of the Work and with the first paycheck after July 1 of each year, Vendor and subcontractors shall provide all laborers, workers, and mechanics with written notice of: (i) the telephone number and address of the NYSDOL in the NYSDOL-required format, and (ii) a worker's right to contact the NYSDOL if such worker is not receiving the proper wage rate supplement. Failure to comply with the NYSDOL requirements shall result in penalties as determined by the NYSDOL. Pursuant to NY Labor Law Articles 8 and 9, Vendors and subcontractors shall keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over twenty-five thousand dollars (\$25,000) where Vendor or subcontractor maintains no regular place of business in New York State, then such records shall be kept at the worksite while Work is being performed. For building services contracts, such records must be kept at the worksite while Work is being performed. Vendor employees and subcontractors who work in excess of eight (8) hours in a day or forty (40) hours in a week shall be paid at the overtime rate identified by the NYSDOL.

27.3. Contract Work Hours and Safety Standards Act. If the Contract involves the employment of laborers or mechanics, then the requirements of the following shall apply: 40 U.S.C. 3701 et seq., specifically, the wage and hour requirements of 40 U.S.C. 3702; the implementing regulations at 29 CFR Part 5; the safety requirements of Section 107 of the Contract Work Hours and Safety Standards Act at 40 U.S.C. 3704; the implementing regulations at 29 CFR Part 1926; and the implementing regulations at 29 CFR Part 5, including the clauses contained in 29 CFR 5(b) and Sections 27.4 (Overtime Requirements), 27.5 (Violation; Liability for Unpaid Wages; Liquidated Damages), 27.6 (Withholding for Unpaid Wages and Liquidated Damages), and 27.7 (Subcontracts). Vendor or subcontractor shall maintain payrolls and basic payroll records for all laborers and mechanics (including guards and watchmen) working under the Contract throughout the Term and for three (3) years from the completion thereof or for as long as any records are required to be kept pursuant to the Contract. Such records shall contain each employee's: (i) name and address; (ii) Social Security number; (iii) correct classifications; (iv) hourly wages paid; (v) daily and weekly number of hours worked; (vi) deductions made; and (vii) actual wages paid. Such records shall be made available by Vendor or subcontractor for inspection, copying, or transcription by authorized representatives of the MTA, FTA, the U.S. Department of Transportation ("DOT"), or the Department of Labor, and Vendor or subcontractor shall permit such representatives to interview employees during working hours on the job.

27.4. Overtime Requirements. Vendor and subcontractors shall not require or permit a laborer or mechanic to work in excess of forty (40) hours in any work week unless such laborer or mechanic is compensated at a rate not less than one and one-half (1.5) times the basic pay rate for all hours worked in excess of forty (40) hours in such work week, if employed for such

Work.

27.5. Violation; Liability for Unpaid Wages; Liquidated Damages. If a violation of 29 CFR 5.5(b)(1) occurs, then Vendor and any subcontractor shall be liable for the unpaid wages. In addition, such Vendor and/or subcontractor shall be liable to the United States (in the case of Work for the District of Columbia or a territory, to such district or to such territory) for liquidated damages, which shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of 29 CFR 5.5(b)(1) in the sum of ten dollars (\$10) for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty (40) hours without payment of the overtime wages required by 29 CFR 5.5(b)(1).

27.6. Withholding for Unpaid Wages and Liquidated Damages. The FTA or the recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by Vendor or subcontractor under the Contract or any other federal contract with the same Vendor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Vendor, such sums as may be determined to be necessary to satisfy any liabilities of such Vendor or subcontractor for unpaid wages and liquidated damages as provided in 29 CFR Part 5 (Davis-Bacon Related Acts Provisions and Procedures, Section 5.8).

27.7. Subcontracts. Vendor or any subcontractor shall insert in any subcontracts the clauses set forth in Sections: (i) 27.4 (Overtime Requirements); (ii) 27.5 (Violation; Liability for Unpaid Wages; Liquidated Damages); (iii) 27.6 (Withholding for Unpaid Wages and Liquidated Damages); and (iv) 27.7 (Subcontracts) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with this Section 27.7 (Subcontracts).

28. Ethics Compliance. Vendor and its employees shall comply with the requirements of New York Public Officers Law Sections 73 and 74, and other State codes, rules, regulations, and executive orders establishing ethical standards for the conduct of business with New York State. By submitting a Bid, Bidder certifies full compliance with such requirements in any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving New York State and its employees. Violation of this Section 28 (Ethics Compliance) may result in disqualification from a Solicitation, criminal and civil proceedings, and shall otherwise constitute a Default Event.

29. Emergency Contracts. If either (i) a disaster emergency is declared by Executive Order pursuant to Article 2-B of New York Executive Law Section 28, or (ii) a determination is made pursuant to NY Finance Law Section 163(10)(b) that an emergency exists requiring prompt and immediate delivery of Work, then the MTA shall have the right, in its sole discretion, to address the needs of such emergency, and to obtain Work from any source, including the Vendor. Vendor shall not be entitled to any claim or lost profits for Work procured from sources other than the Contract pursuant to this Section 29 (Emergency Contracts). The applicable procurement record shall include an explanation of the nature of any emergency identified pursuant to this Section 29 (Emergency Contracts).

30. Quality Provisions Program. Prior to Contract award, the MTA has the right: (i) to inspect facilities and evaluate Bidder's capability to provide the specified Work in the required quality, and (ii) to use the result of such evaluation in determining whether to accept or reject a Bid. Vendor shall have in effect a written quality system program that: (a) defines those actions, procedures, and requirements necessary to ensure that all aspects of the Work conform to the Contract requirements; (b) conforms with International ISO 9000 Series quality standards, or the technical equivalent national ANSI/ASQC Q90 Series; and (c) demonstrates Vendor's capability to control the processes that determine the acceptability of the Work supplied. Vendor shall address each quality system element to show the control it shall use to progress the Work according to the Contract.

31. Minority and Women-Owned Business Enterprises. New York Executive Law Article 15-A authorized the creation of the Division of Minority and Women's Business Development to promote state contract employment and business opportunities for minorities and women. Vendor's willful and intentional failure to comply with the minority and women-owned participation requirements of Article 15-A as set forth in the Contract shall constitute a Default Event, and Vendor shall be liable to the MTA for liquidated or other appropriate damages due to such failure and the MTA shall be entitled to all remedies at law or in equity and as may otherwise be provided for in the Contract.

32. Cleaning Products. Pursuant to Executive Order 134 (Directing State Agencies to Reduce the Environmental Impact of Cleaning of State Facilities), if the Work involves the use or sale of cleaning products, then Vendor shall procure and use cleaning products with 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.

33. Compliance with New York State Executive Order No. 4. Pursuant to Executive Order No. 4 titled "Establishing a State Green Procurement and Agency Sustainability Program" ("EO 4"), all copy paper, janitorial paper, and other paper supplies purchased by the MTA shall be composed of one hundred percent (100%) post-consumer recycled content to the maximum extent practicable, and all copy paper and janitorial paper shall be processed chlorine-free to the extent practicable, unless such products do not meet the required form, function, or utility included in the Contract or the cost of the product is not competitive.

33.1. 100% Post-Consumer Recycled Paper; Renewable Resources. All paper products shall be composed of one hundred percent (100%) post-consumer recycled paper that is processed chlorine free or elemental chlorine free. Where such post-consumer recycled paper is not available, Bidder shall include in its Bid the highest available post-consumer recycled

content that is processed chlorine free or elemental chlorine free: e.g. 50% or 30% post-consumer recycled content chlorine free or elemental chlorine free. If post-consumer recycled chlorine free or elemental chlorine free paper product is unavailable, then virgin paper shall be from a sustainably-managed renewable resource. Product composition certifications shall be noted and presented with the Bid, and such certifications may include Green Seal, EcoLogo, environmental choice, and the chlorine free products association. All non-recycled or virgin content of proposed products shall be derived from a sustainably managed renewable resource and must be certified as such through an appropriate third party certification program recognized by the paper industry, such as the Forest Stewardship Council (FSC) and Sustainable Forestry Initiative (SFI). Confirmation of compliance with the requirements set out in this Section 33.1 (100% Post-Consumer Recycled Paper; Renewable Resources) shall be attached to and submitted with Bids, and the failure to submit the required documentation may result in the rejection of the Bid.

33.2. Paper Packaging. Paper packaging must show recycled content, and bear the recycle logo or note paper source from a sustainably-managed renewable resource. Bidder shall not change the percent of post-consumer recycled content of the paper specified in its Bid pre- or post-award.

33.3. Printed Materials.

33.3.1. Letterhead, Forms, Memo Pads, and Envelopes. Letterhead, forms, memo pads, and envelopes must meet the paper product requirements set out in Section 33.1 (100% Post-Consumer Recycled Paper; Renewable Resources). Materials printed on recycled stock must include a printed statement or symbol on the printed material indicating that the document is printed on recycled stock. The recycle symbol or statement is to be positioned on the back of all recycled envelopes.

33.4. Publications.

33.4.1. Compliance; Recycled Paper Notification. Publications must meet the paper product requirements set out in Section 33.1 (100% Post-Consumer Recycled Paper; Renewable Resources). Recycled paper logo or the words "Printed on recycled paper" must be printed on all publications using recycled paper. Publications must be double-sided unless otherwise noted. Vendor shall report to the MTA on applicable invoice(s) the amount of paper used by weight or volume of paper product if the Contract involves printing. Water-based or bio-based ink (vegetable based) must be used in the printing of all publications unless unavailable. Use of water-based developers, adhesives, cleaning systems, coatings, varnishes, low volatile organic compounds ("VOCs"), and less hazardous press materials is required unless otherwise unavailable.

33.4.2. Minimum Standards of Performance. Consideration will be given to Bidders who demonstrate the following environmental standards of performance: (i) maximized use of digital on-demand printing, direct to plate prepress systems and automatic blanket washers; (ii) maximized in-process recycling of press cleaning solvents, fixer, ink, developer, and rinse water; (iii) maximized silver recovery; (iv) maximized recycling of paper, ink, film, and other materials; (v) produced printed materials that are recycle friendly e.g., glueless binding, uncoated paper, avoiding heavy ink coverage, and dark or fluorescent papers; and (vi) avoidance of use of heavy metals, toluene, benzene, formaldehyde, alcohol, chlorinated solvents, and other hazardous materials.

33.5. Ink. All lithographic inks used in the production of MTA printing requirements shall be water-based or vegetable based, which will reduce the amount of VOCs released into the environment. Ink should meet or exceed the EcoLogo Certification Criteria Document for Printing Inks (CCD-040). In accordance with Article 2, section 7-a of the New York State Printing and Public Documents law, vegetable based ink must contain the following minimum percentages of vegetable oil as follows: (i) News Inks - 40%; (ii) Sheet Fed Inks - 20%; (iii) Forms Inks - 20%; and (iv) Heat Set Inks - 10%.

34. Certain Representations and Warranties regarding Ethics.

34.1. Specific Representations and Warranties. In addition to all other representations and warranties included in the Contract, Bidder and Vendor represent, warrant, and covenant as follows:

34.1.1. No Inducement. No payment, gift, or thing of value has been made, given, or promised in order to be awarded the Contract or any other agreement with the MTA. A breach of this Section 34.1.1 (No Inducement) shall constitute a Default Event, and the MTA shall otherwise have the right to annul the Contract without liability, and to recover all monies paid to Vendor. Vendor expressly waives all claims for, and entitlements to recover, any sums due under the Contract if the MTA exercises its rights set out in this Section 34.1.1 (No Inducement).

34.1.2. Conflicts of Interest. No officer, director, employee, agent, or other contractor of the MTA (and its subsidiaries and affiliates), or their immediate family or household members, has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the Contract award.

34.1.3. Undisclosed Conflicts. There are no undisclosed persons or entities interested with Vendor in the Contract. The Contract is entered into by Vendor without any connection with any other entity or person submitting a Bid, and without collusion, fraud, or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other contractor of the MTA (and its subsidiaries and affiliates), or of the City or State of New York (including elected and appointed members of the legislative and executive branches of government), or their immediate family or household members: (i) is interested on behalf of or through Vendor directly or indirectly in any manner whatsoever in the execution or the performance of the Contract, the Work, or any portion of the revenues thereof, or (ii) is an employee, agent, advisor, or consultant to Vendor or, to the best of Vendor's knowledge, any subcontractor or supplier to Vendor. The MTA, in its sole discretion, may consent in writing to waive this Section 34.1.3 (Undisclosed Conflicts) with respect to an individual or entity if Vendor provides the MTA with a written request for such waiver, in

advance, which identifies all of the individuals and entities involved and sets forth in detail the nature of the relationship and why it would not constitute a conflict of interest.

34.1.4. Faithful Performance. Neither Vendor nor any of its officers, directors, employees, agents, parents, subsidiaries, or affiliates have an interest that is in conflict with Vendor's faithful performance of its obligations under the Contract. The MTA, in its sole discretion, may consent in writing to such a relationship; provided, however, that Vendor provides the MTA with advanced written notice that identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the MTA's best interest to consent to such relationship.

34.1.5. New York City Charter Compliance; Conflicts of Interest Board. Pursuant to New York City Charter ("City Charter") Section 2604 and other related sections, the New York City Administrative Code, and the New York State Penal Law, no elected City official or other officer or employee, nor any person whose salary is payable, in whole or in part, from the City Treasury, shall participate in any decision relating to the Contract that affects his or her personal interest or the interest of any corporation, partnership, or other entity in which he or she is, directly or indirectly, interested; nor shall any such official, officer, employee, or person have any interest in, or in the proceeds of, the Contract. This Section 34.1.5 (New York City Charter Compliance) shall not prevent Bidder's directors, officers, members, partners, or employees from participating in decisions relating to the Contract where their sole personal interest is in Bidder. Bidder and Vendor shall not employ a person, or permit a person to serve as a member of the Conflicts of Interest Board (as defined in City Charter Chapter 68) or as an officer of Bidder, if such employment or service would violate Chapter 68.

34.1.6. Limitations on Employment. Pursuant to New York Public Officers Law Section 73(8), no MTA employee during their employment or for two (2) years thereafter shall have any interest, direct or indirect, in the Contract or the proceeds thereof. Vendor shall not employ or permit any individual to work on the Contract or receive compensation therefrom: (i) for a period of two (2) years after her/his employment has terminated with the MTA (including its affiliates and subsidiaries); and (ii) who, at any time while employed with the MTA (including its affiliates and subsidiaries), was directly concerned with the subject matter of the Contract, personally participated in the Contract, or had the subject matter of the Contract under her or his active consideration. The MTA reserves the right to require Vendor to remove any individual impermissibly employed by Vendor in connection with the Work, and Vendor shall promptly remove any such individual upon the MTA's request.

34.2. Supplemental Applicability; Ongoing Disclosure Obligation. The obligations included in Section 34.1 (Specific Representations and Warranties) are supplemental to, and not in lieu of, all applicable laws concerning conflicts of interest and professional standards. If there is a difference among the standards applicable under the Contract and those provided by statute or professional standard, then the stricter standard shall apply. If Vendor has no prior knowledge of a conflict of interest contemplated herein, and acquires information that may indicate an actual or apparent conflict of interest or other failure to comply with applicable requirements, then Vendor shall promptly bring such information to the attention of the Contract Manager. Vendor shall thereafter cooperate with the MTA's review and investigation of such information, and comply with the instructions Vendor receives from the MTA in regard to remedying the situation.

35. HIPAA Compliance. Vendor, its agents, employees, 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 Work or the MTA shall only be made on Health Insurance Portability and Accountability Act ("HIPAA") compliant photocopiers or multifunctional printer/copier/scanner/fax machines. Vendor shall otherwise fully comply with HIPAA.

36. Employment Eligibility Verification. Vendor shall comply in all respects with the Immigration Reform and Control Act of 1986, as amended ("IRCA"), with respect to all persons performing Work on its behalf, including employees and agents of Vendor and any subcontractor. Specifically, for each such employee/agent, including U.S. citizens, Vendor shall complete and retain, and cause any subcontractor to complete and retain, an Employment Eligibility Verification Form (Form I-9), in accordance with applicable laws and regulations. Vendor assumes all liability, including the defense thereof, that may result from a claim or finding that Vendor or any subcontractor violated the IRCA with respect to any person performing Work on its behalf.

37. Antidumping. Vendor shall indemnify and hold harmless the MTA from any dumping duty, loss, or expense, including reasonable attorney fees, that the MTA may incur arising from any claim or demand alleging that the sale of the apparatus covered by the Contract at the price therefor violates the antidumping provisions of any applicable laws.

38. Clayton Act Compliance. The Contract is subject to all of the provisions of the Clayton Anti-Trust Act, 15 U.S.C. 12-27. It shall be a Default Event, and the MTA shall notify Vendor, if the MTA is advised by its counsel that the Contract offends, or is contrary to, the provisions of said Act.

39. Audit, Access to Records, Inspection.

39.1. Recordkeeping Obligations. Vendor shall keep, and cause each subcontractor to keep, records and books of account, showing the actual cost to it of all labor, material, equipment, supplies, services, and other expenditures for which compensation is payable under the Contract.

39.2. Audit Access; Copying. Vendor shall provide the MTA, the New York State Comptroller, the FTA Administrator, the U.S. Comptroller General, and any of their authorized representatives' access to all of Vendor's books, documents, papers, and records that are pertinent to the Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Pursuant to 49 CFR 633.17, Vendor shall provide the FTA Administrator or her/his authorized representatives, including any project management oversight contractor, access to Vendor's records and construction sites pertaining to a major capital project (as

defined at 49 U.S.C. 5302(a)(1)) that is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. Vendor agrees that the foregoing parties shall have the right to reproduce and copy by any means full copies, excerpts, and transcriptions of such records as they deem necessary. Vendor shall maintain all books, records, accounts, and reports required under the Contract for a period of not less than seven (7) years after Contract termination or expiration, except if litigation or settlement of claims arising from the performance of the Contract occurs, in which case Vendor shall maintain same until the MTA, the New York State Comptroller, the FTA Administrator, the U.S. Comptroller General, or any of their duly authorized representatives have disposed of all such litigation, appeals, claims, or exceptions related thereto.

39.3. Original Accounting Records; Audited Financial Records. Vendor shall furnish any auditor with originals of all accounting records. The absence of original supporting documents, including time sheets and invoices not on regular business stationery, may result in the disallowance of the claimed expenses. The MTA, in its sole discretion, may accept photocopied records in lieu of originals, but in no event where Vendor is unable to explain the loss of original documents to the MTA's satisfaction. Vendor shall furnish to the MTA its audited financial records and statements where available.

39.4. Record Availability. Vendor shall make available to the MTA and its representatives, upon reasonable request, all books, records, financial statements, and tax returns that the MTA deems necessary to support all direct and indirect costs expended in connection with the Contract. Vendor shall also make available all books, records, financial statements, and tax returns for all affiliated parties to whom Vendor has made payments that are being claimed under the Contract as either direct or indirect costs.

40. Civil Rights Requirements; Equal Employment Opportunity; Equal Pay Equity.

40.1. Nondiscrimination. Pursuant to Title VI of the Civil Rights Act (as amended), 42 U.S.C. §§2000d and e, the Age Discrimination Act of 1975 Section 303 (as amended), 42 U.S.C. §6102, the Americans with Disabilities Act of 1990 Section 202, 42 U.S.C. §12132, and 49 U.S.C. §5332, Vendor agrees that it shall not discriminate against any employee or employment applicant because of race, color, creed, national origin, sex, age, or disability. Vendor further agrees to comply with applicable Federal implementing regulations and other implementing requirements that the FTA may issue.

40.2. Race, Color, Creed, National Origin, Sex. Pursuant to Title VII of the Civil Rights Act (as amended), 42 U.S.C. §2000e, and 49 U.S.C. §5332, Vendor shall comply with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Part 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity,"), and with all applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Contract. Vendor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Vendor further agrees to comply with any implementing requirements that the FTA may issue.

40.3. Age. Pursuant to the Age Discrimination in Employment Act of 1967 Section 4, 29 U.S.C. §§621 through 634 (as amended), its implementing regulations, 29 CFR Part 1625, and 49 U.S.C. §5332, Vendor shall refrain from discrimination against present and prospective employees for reason of age. Vendor further agrees to comply with any implementing requirements that the FTA may issue.

40.4. Disabilities. Pursuant to the Americans with Disabilities Act Section 102 (as amended), 42 U.S.C. §12112, Vendor shall comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, which pertain to the employment of persons with disabilities. Vendor further agrees to comply with any implementing requirements that the FTA may issue.

40.5. Other Applicable Equal Employment Opportunity Requirements. Vendor shall comply with all other applicable equal employment opportunity requirements of U.S. Department of Labor and FTA implementing regulations, and with any applicable Federal statutes, executive orders (including New York Executive Order 177), regulations, and Federal policies.

40.6. Safety, Apparatus, Danger Signs, and Signals. Vendor shall erect and maintain such danger signs, signals, red lights, guards, protective enclosures, platforms, and notices necessary to adequately protect the Work and all individuals against injury to their person or damage to their property, and shall promptly replace any of the foregoing that must be removed temporarily during the Work. If replacement is not properly made, then the MTA shall have the right to effect such replacement at Vendor's sole expense. Pursuant to Title VI of the Civil Rights Act, Vendor may be required to erect any and all signs in one or more languages in addition to English as an accommodation for persons with Limited English Proficiency.

40.7. Non-Discrimination Requirements. Vendor shall comply with all applicable federal, state, and local Civil Rights and Human Rights laws regarding equal employment opportunities and the provision of the Work. Pursuant to New York Executive Law Article 15 (the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, Vendor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, age, disability, sex origin, sexual orientation, military status, predisposing genetic characteristics, marital status, or domestic violence victim status, and

shall not: (i) discriminate in hiring against the New York State citizen who is qualified and available to perform the work; or (ii) discriminate against or intimidate any employee hired to perform the Work. Vendor is subject to fines of fifty dollars (\$50.00) per person per day for any violation of NY Labor Law Section 220-e or Section 239, and a second or subsequent violation of such Sections constitutes a Default Event and shall result in Vendor's forfeiture of all moneys due under the Contract.

40.8. New York State Executive Order No. 162 - Ensuring Equal Pay Equity by State Contractors ("EO 162"). Pursuant to EO 162, Vendors and Vendors' subcontractors are required to report separately the gross wages paid to each of their employees performing Work on a monthly or quarterly basis. Vendors and Vendors' subcontractors must report only gross wages for Work paid to employees during the period covered by the Report Spreadsheet. "Gross wages" shall mean those wages reported by employers to employees on their wage statements. Gross wages include every form of compensation for employment paid by an employer to his, her or its employees, whether paid directly or indirectly by the employer, including salaries, commissions, bonuses, tips and the reasonable value of board, rent, housing, lodging or similar advantage received.

40.9. Applicability; Contract Thresholds. For commodities and services contracts in excess of \$25,000.00, each Vendor must (a) report employee gross wages on the Workforce Utilization Report on a quarterly basis, and (b) ensure that each subcontractor performing Work reports such information on a quarterly basis, unless otherwise directed by the Contract Documents. For construction contracts in excess of \$100,000.00, each Vendor must (a) provide Workforce Utilization Reports on a monthly basis, and (b) ensure that each subcontractor performing Work also reports such information on a monthly basis, unless otherwise directed by the Contract Documents.

40.10. Submission Requirements. This information must be submitted electronically on the standard Workforce Utilization Form provided by the MTA as Attachment C hereto, within ten (10) days following the end of each month or quarter during the term of the Contract, as directed hereinabove. Failure to comply with the foregoing requirement of EO 162 may result in a Default Event.

41. Americans with Disabilities Act (ADA) Access. Vendor shall comply with 49 U.S.C.

§5301(d), which states the Federal policy that elderly and disabled individuals have the same rights as others to use public transportation services and facilities, and that special efforts should be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly and disabled individuals. Vendor shall comply with: (i) Rehabilitation Act of 1973 Section 504, as amended, 29 U.S.C. §794 (prohibiting discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance); (ii) the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §12101 et seq. (requires that accessible facilities and services be made available to individuals with disabilities); (iii) the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq. (requires that buildings and public accommodations be accessible to individuals with disabilities); (iv) 49 CFR Part 37; and (v) other laws, regulations, or provisions and amendments thereto pertaining to access for individuals with disabilities that may be applicable to the Contract. Vendor agrees to: (a) comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, and (b) include these requirements in each subcontract financed in whole or in part with FTA-provided Federal assistance.

42. Disadvantaged Business Enterprises.

42.1. DBE Policy. The MTA's policy is that Disadvantaged Business Enterprises ("DBEs") are provided the opportunity to participate in the performance of the Contract. Bidder shall take all necessary and reasonable steps to ensure that DBEs participate and perform Work. A copy of the applicable United States Department of Transportation Regulation, 49 CFR Part 26, is available from the MTA upon written request from MTA Designated Point of Contact.

42.2. Disadvantaged Business Enterprises (DBE) Requirements.

42.2.1. Participation by DBEs in Department of Transportation Financial Assistance Programs. The Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". The national goal for participation of DBEs is ten percent (10%). Vendor shall comply with the separate contract goals established by the MTA for the Solicitation.

42.2.2. DBE Participation Goal. If a contract goal has been established, Bidder shall document sufficient DBE participation to meet the goal or alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR Section 26.53. Contract award is conditioned on submission of: (i) the names and addresses of DBE firms that will participate in the Contract; (ii) a description of the Work that each DBE will perform; (iii) the dollar amount of the participation of each DBE firm participating; (iv) written documentation of Bidder's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (v) written confirmation from the DBE that it is participating in the Contract as provided in Bidder's commitment; and (vi) if the contract goal is not met, then evidence of good faith efforts to do so.

42.2.3. Failure is a Material Breach. Vendor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Contract. Vendor shall comply with applicable requirements of 49 CFR Part 26 in the award and administration of all DOT-assisted Contracts. Vendor's failure to comply with the requirements set out in this Section 42.2.3 (Failure is a Material Breach) constitutes a Default Event, and may result in Contract termination or such other remedy that the MTA deems appropriate. Each subcontract Vendor signs with a subcontractor must include the subcontractor's assurance of compliance with the obligations set out in this Section 42.2.3 (Failure is a Material Breach).

422.4. DBE Reporting. Vendor shall report its DBE participation obtained through race-neutral means throughout the period of performance.

422.5. DBE Subcontractor Termination. Vendor shall promptly notify the MTA whenever a DBE subcontractor performing Work is terminated or fails to complete its Work, and Vendor shall make good faith efforts to engage another DBE subcontractor to perform at least the same amount of Work. Vendor may not terminate any DBE subcontractor and perform that Work through its own forces or those of an affiliate without the MTA's prior written consent.

42.3. Prompt Payment to DBE Subcontractors. Vendor shall pay all DBE subcontractors, including retainage, for satisfactory performance of their contracts no later than thirty (30) days from Vendor's receipt of each payment by the MTA (including any retainage) in accordance with DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Section 26.29. Pursuant to 26.29(c), Work is "satisfactorily" completed when (i) all tasks called for in the subcontract have been accomplished and documented as required by the MTA, or (ii) the MTA has made an incremental acceptance of a portion of the Work covering the subcontractor's Work. Vendor may only delay or postpone payment to a DBE subcontractor for good cause and with the MTA's prior written approval. Vendor shall include in any subcontract with a DBE subcontractor language providing that Vendor and the DBE subcontractor shall use appropriate alternative dispute resolution mechanisms to resolve any payment disputes. The MTA shall not reimburse Vendor for any DBE subcontractor-performed Work unless and until Vendor ensures that the DBE subcontractors are promptly paid for any Work that they have performed. Vendor's failure to comply with this Section 42.3 (Prompt Payment to DBE Subcontractors) shall constitute a Default Event, which may result in Contract termination or such other remedy as the MTA deems appropriate.

42.4. DBE Reporting and Recordkeeping.

424.1. DBE Goal Documentation. Vendor shall submit documentation concerning its performance in meeting the DBE goal during the Term.

424.1.1. Contract Duration Less Than One Year. If the Term is less than one (1) year, then within sixty (60) days of the Effective Date, unless extended by the MTA in writing, Vendor shall enter into written subcontract agreements with the DBEs listed in its Schedule of DBE Participation Form (Form A) and accompanying Intent to Perform as a DBE Subcontractor/Subconsultant/Joint Venture Form (Form B) (collectively, the "DBE Participation Forms"), or with DDCR-approved substitutes.

424.1.2. Contract Duration Greater Than One Year. If the Term is one (1) year or more, then not later than thirty (30) days before a subcontractor commences Work, unless extended by the MTA in writing, Vendor shall enter into written subcontract agreements with the DBEs listed in Vendor's DBE Participation Forms, or with substitutes approved by DDCR.

424.1.3. Executed DBE Subcontracts; Subcontract Modifications; Work Schedule. Immediately upon execution, and at any other time that DDCR requests, Vendor shall provide a copy of each of Vendor's executed subcontract agreements with DBEs to the MTA. Vendor shall submit all subcontract agreement modifications with DBEs any time a change in any items of Work, material, or subcontract value is agreed upon. Vendor shall submit a work schedule outlining when DBE subcontractors will commence and complete Work.

424.1.4. DBE Monthly Reports; DBE Progress Payment. Vendor shall submit monthly reports on progress towards meeting its DBE goal to the MTA (and otherwise as required by DDCR) using New York State Contract System's Web Based Monthly Report. Vendor shall promptly notify the MTA if any regularly scheduled progress payment is not made to a DBE.

424.1.5. Risk to DBE Goal. Vendor shall promptly notify the MTA in writing when Vendor has reason to believe its attainment of the DBE participation goal is in jeopardy. In this regard, Vendor must inform the MTA, in writing with supporting documentation, immediately upon learning that a DBE is unable or unwilling to perform the subcontracted services.

42.4.2. False Statements or Submissions. This Section 42 (Disadvantaged Business Enterprises) identifies statements and information that Vendor shall submit to the MTA, and Vendor's willful making of false statements or submission of incorrect information shall constitute a Default Event.

43. Clean Air and Water Act Requirements. Vendor shall comply with all applicable standards, orders, and regulations issued pursuant to the Federal Water Pollution Control Act (the "Clean Water Act"), as amended, the Clean Air Act, as amended, 42 U.S.C. §7401 et seq., including Clean Air Act §306, as amended, 42 U.S.C. §7606, 33 U.S.C. §1251 et seq., including Clean Water Act §508, as amended, 33 U.S.C. §1368, and Executive Order 11738. Vendor shall protect underground sources of drinking water in compliance with the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§300f through 300j-27. Vendor shall facilitate compliance with Executive Order 11738, including reporting each violation to the MTA, and the MTA shall report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office. Vendor shall include these requirements in each subcontract exceeding one hundred thousand dollars (\$100,000) financed in whole or in part with FTA-provided Federal assistance.

44. Noise Control Code. Pursuant to Section 24-216, Noise Abatement Contract Compliance, of Title 24 of Chapter 2 of the New York City Administrative Code (the "Noise Code"): (i) devices and activities that will be operated, conducted, constructed, or manufactured pursuant to the Contract that are subject to the Noise Code shall be operated, conducted, construed, or manufactured without violating the Code, and (ii) such devices and activities shall incorporate advances in the art of noise control developed for the kind and level of noise emitted or produced by such devices and activities, in accordance with regulations issued by the Administrator of the Environmental Protection Administration. Regulations promulgated pursuant to Section 24-216 after the Effective Date shall not alter its terms, conditions, and specifications.

45. Rail Safety Improvement Act of 2008. Vendor, and any of its subcontractors who employ one or more safety-related railroad employees, are required to develop and submit a training

program to the Federal Railroad Administration ("FRA") for approval and to adopt and implement the training program no later than January 1, 2018. Vendor shall read the Minimum Training and Qualifications Requirements and sign the corresponding Vendor acknowledgment (Appendix I). Vendor shall read and complete the Rail Safety Improvement Act of 2008 for Control of Alcohol and Drug Use (49 CFR Part 219) for Maintenance of Way Employees letter and sign the corresponding Vendor acknowledgment (Appendix J). Vendor's failure to timely comply with the FRA regulations and requirements set out in this Section 45 (Rail Safety Improvement Act of 2008) may subject Vendor to civil penalties, prohibit Vendor from working on MTA Property, and shall otherwise constitute a Default Event.

46. Drug and Alcohol Testing. If applicable, Vendor shall comply with the FTA alcohol and drug requirements set out in Appendix F (Federal Provisions). If applicable, Vendor shall also comply with the following FRA and DOT alcohol and drug policies:

46.1. Compliance with 49 CFR Parts 40 and 219. Vendor and its employees, agents, and representatives shall comply with 49 CFR Parts 40 and 219 in the performance of any Work. Vendor shall have in place during the Term a random drug and alcohol testing program pursuant to Part 219 of its own or an agreement with a consortium to administer Vendor's random testing program.

46.2. Random Testing; Testing Pool. Vendor shall randomly test, or ensure that the all maintenance of way employees who perform Work for the MTA are randomly tested, for drugs and alcohol in accordance with Part 219. A maintenance of way employee means Vendor, its employees, subcontractors, agents, and any individual performing Work on behalf of Vendor 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. Vendor shall establish a minimum 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 that the FRA designates.

46.3. Compliance Plan Submittal. Vendor shall submit to the FRA, and send a copy to the MTA, of its 219 Compliance Plan that complies with 49 CFR Part 219 and that details Vendor's Random Drug and Alcohol Testing Plan, or if Vendor uses a consortium, then the consortium's Random Drug and Alcohol Testing Plan. The FRA shall solely determine whether the 219 Compliance Plan meets regulatory requirements.

46.4. Plan Submittal Applicability; MTA Rejection. Vendor shall, within thirty (30) days of the Effective Date, submit to the MTA a Certification of Compliance with FRA Random Drug and Alcohol Use Testing Regulations (Appendix J) that complies with 49 CFR Part 219 or, if Vendor is not in compliance, a certificate that it has submitted its 219 Compliance Plan to the FRA. Vendor shall provide a copy of the 219 Compliance Plan to the MTA with the certification. The MTA shall have the right, at its sole discretion, to reject any 219 Compliance Plan that designates a consortium that is unacceptable to the MTA.

46.5. Maintenance of Compliance Plan; Audit and Inspection. Vendor shall, at its expense, maintain its 219 Compliance Plan and any records, data, and materials related to the Compliance Plan for a minimum of six (6) years after Vendor's completion of the Work or termination of the Contract, whichever is later. If Vendor has in place a consortium to administer its random drug and alcohol testing program, then Vendor shall ensure that any agreement with such consortium provides for the maintenance of records, data, and materials as set forth herein. Vendor shall permit the FRA and the MTA, and also shall require its employees, subcontractors, agents (including any consortium administering Vendor's random drug and alcohol testing program), and any individual who is a maintenance of way employee as defined in Part 219, to permit FRA and MTA representatives, to inspect all records, data, and materials related to Vendor's 219 Compliance Plan. Such records shall be made available, upon the FRA's and the MTA's request, at Vendor's place of business during normal working hours or such other place as the FRA and the MTA designates.

46.6. Drug and Alcohol Certification; Condition Precedent. Vendor shall submit to the MTA a written certification attesting that it is in compliance with its obligations under Part 219, including the establishment of random test pools and the actual testing of its employees as set forth in Part 219. Vendor shall submit its certification, together with the related testing data (in a form compliant with Part 219), to the MTA on a semi-annual basis, with the semi-annual reporting requirement calculated from the Effective Date. Unless the MTA otherwise authorizes in writing, Vendor shall not perform any Work subject to 49 CFR Part 219 unless Vendor has implemented a random drug and alcohol testing program in accordance with 49 CFR Part 219.

46.7. Civil Penalties; Order of Precedence. Failure to comply with this Section 46 (Drug and Alcohol Testing) may subject Vendor to civil penalties and shall constitute a Default Event. In the event of any inconsistency between the terms of this Section 46 (Drug and Alcohol Testing) and the FRA requirements, 49 CFR Part 219 shall govern.

47. Incorporation of Additional Terms.

47.1. Appendix F (Federal Provisions). In addition to certain provisions included in this Schedule 1 (Applicable Laws and Regulations) that apply to Solicitations subject to federal requirements, the MTA has prepared Appendix F (Federal Provisions) that includes additional federal requirements applicable to Solicitations involving federal funding or that are otherwise subject to federal requirements. The MTA shall provide Appendix F (Federal Provisions) as part of the Contract Documents to the extent it applies to the specific Solicitation, and Vendor can also request Appendix F (Federal Provisions) upon request.

47.2. Schedule 3 (Connecticut Provisions). If Vendor provides any Work in Connecticut, then the provisions of Schedule 3 (Connecticut Provisions) shall apply to the Contract, and the MTA shall provide Schedule 3 (Connecticut Provisions) as part of the Contract Documents.

ATTACHMENTS AND APPENDICES

This Solicitation consists of the following selected documents (note: attachments with ■ are always required; additional selections are denoted by ☒;). Agency-specific exhibits not listed below may be included as part of a solicitation.

■	Inquiry Cover Sheet	1
■	MTA Purchase Order Standard Terms and Conditions (with Schedule 1)	2-17
■	Information for Bidders (Non – RFPSolicitations)	19-27
■	SPECIAL NOTICE TO VENDORS REGARDING DEBARMENT	288
■	MTA CYBERSECURITY Requirements - Terms and Conditions - Certification	29-46
■	Certification Under Executive Order No. 16 - Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia	47

Note: Price Schedule and each of the following Attachments are separately numbered:

■	Attachment A – Scope of Work/Specifications	
☒	Attachment A.1 - Price Schedule(s)	
☒	Attachment B – All-Agency Responsibility Guidelines and Questionnaire	
		☐ Attachment C – Reserved
☒	Attachment D – Omnibus Procurement Act Provisions	
☒	Attachment E – Prompt Payment Regulations	
☒	Attachment F – New York State Lobbying Law Compliance (with Forms 1 and 2)	
☒	Attachment G – MTA Vendor Code of Ethics	
☒	Attachment H – Iran Divestment Act Certification	
☒	Attachment I – New York State Prevailing Wage 1269-g Certification and Schedules	
☒	Appendix A – Compensation Provisions	
☒	Appendix B – Affirmative Action/Equal Employment Opportunity Requirements	
☒	Appendix C – Guidelines for Contractors and/or Insurance Requirements	
☒	Appendix D(i) – Minority and Women Owned Business Enterprises Requirements	
☒	Appendix D(ii) – Service-Disabled Veterans (SDVOB) Requirements	
	Appendix E – Financial Disclosure	
	Appendix F – Federal Provisions (with certifications)	
	Appendix G – Executive Order 175 Certification	
	Appendix H – Domestic Steel Certification	
	Appendix I – Rail Safety Improvement Act Acknowledgment	
	Appendix J – FRA Random Drug and Alcohol Use Testing Requirements	
	Certification	
■	Appendix K – Executive Order 177 Certification	
☒	Appendix L – Sexual Harassment Prevention Compliance	
☒	Appendix M – FTA 49 CFR 40 and 655 Drug and Alcohol Testing	

SECTION I: INSTRUCTIONSTOBIDDERS; REQUIREMENTS

1. The Bid must be submitted on the Inquiry Cover Sheet provided, and Bidder must sign the Inquiry Cover Sheet where indicated.
2. **Electronic Submission.** Unless otherwise required by the MTA, all bids must be sent to the MTA via the My MTA Portal. If a Bidder cannot, or does not, wish to send his/her response via the My MTA Portal, Bidder must promptly contact the Designated Point of Contact via telephone.
3. Bids transmitted to MTA by fax or email are not acceptable. Any such Bids received by the MTA may be rejected as non-responsive.

- e. In the event that the Price Schedule reflects any item(s) as to which quantities are estimated, the Bidder acknowledges that the quantities specified in the Price Schedule are given only as a basis for the Bid evaluation and are not in any way guaranteed or represented as correct or intended to be relied upon, and they shall not be taken as final and shall form no basis for any claim in case they do not correspond with the final measurements or quantities. It is further acknowledged that the MTA reserves the right to increase, diminish, or omit entirely any of the quantities or items as provided by this Solicitation.
- f. In addition to submission of an invoice to the MTA Business Service Center, a Vendor will be required to submit to the Project Manager any required documentation to back up an invoice. Acceptable format and delivery method for electronic invoices are described in Section 7 (Consideration; Invoices and Payment) of MTA Purchase Order Terms and Conditions.
- g. **Domestic Steel Certification (Appendix H)**. If the Solicitation calls for the purchase of “steel products”, as such term is defined in Section 19 of Schedule 1 to the Purchase Order Terms and Conditions, Bidder must certify the amount of its bid utilizing Appendix H, and such certification must be submitted with the Bid.

Note: Discount payment terms will not be utilized by the MTA in determining the low bid.

- 9. The MTA reserves the right to inspect a Bidder’s premises prior to the award of a Purchase Order for acceptability and compliance with the requirements as stated in the specification. Any Bidder the MTA determines as non-compliant or technically unqualified will be deemed not eligible to receive an award as a result of this Solicitation.
- 10. **MTA Designated Point of Contact**. The Designated Point of Contact for this Solicitation is the Manager identified on the Inquiry Cover Sheet. Pursuant to the Lobbying Law (see, Attachment F) and the MTA Vendor Code of Ethics, the only contact person authorized by the MTA regarding this Solicitation, i.e., from the date of Inquiry issuance until the award of the Contract, is the Designated Point of Contact. The Lobbying Law defines “contact” as oral, written or electronic communications with the MTA during the procurement process which is intended to influence the procurement.
- 11. Each prospective Bidder must examine the Solicitation documents carefully and, before bidding, may request the MTA’s Chief Procurement Officer for an interpretation or correction of each ambiguity, inconsistency, or error therein which should be discovered by a reasonably prudent Bidder.
- 12. **Vendor Responsibility Questionnaire (Attachment B)**. All Contracts of \$250,000.00 or greater require the completed and signed Vendor Responsibility Questionnaire as part of the Bid.
- 13. **Omnibus Procurement Act of 1992 (Attachment D)**. This Solicitation is subject to the Omnibus Procurement Act of 1992 (see, Attachment D), which requires, among other things, that Vendors make reasonable efforts to encourage the participation of New York State business enterprises, including M/WBEs as Bidders, subcontractors and suppliers on the Work.
- 14. **Prompt Payment Regulations (Attachment E)**. All payments made by the MTA to the Vendor shall be in accordance with Public Authorities Law Section 2880 (prompt payment), and the MTA’s implementing regulation 21 NYCRR Part 1002, which generally requires payment within 30 days of receipt of invoice.
- 15. **New York State Lobbying Law of 2005 (Attachment F)**. All MTA procurements in excess of \$15,000.00

annually are subject to New York State Finance Law Sections 139-j and 139-k (the "Lobbying Law"), which imposes restrictions on "contacts" during the procurement process; and addresses the disclosure of contacts and the responsibility of Bidders during procurements. To be compliant with the Lobbying Law, Bidders are required to complete and submit with their Bid Attachment F, which includes Forms 1 and 2 attached thereto. The affirmation, certifications, and disclosure of prior non-responsibility determinations submitted with Bidder's Bid are incorporated into the Contract by reference. In the event of certain Contract modifications or Change Orders, a Vendor may be required to submit new disclosure and certification forms (Disclosure of Prior Non-responsibility Determinations and the "Affirmation and Certification") as part of the Change Order process. For additional information regarding the Lobbying Law, Bidders may contact the New York State Office of General Services at (518) 474-5607, or access their website: <http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>.

16. **Metropolitan Transportation Authority Vendor Code of Ethics (Attachment G)**. The MTA Vendor Code of Ethics (the "Code") is applicable to all Vendors, as defined by the Code, involved in the procurement process for the award and performance of the Contract. Additional information concerning the Code is contained in the Contract Documents. All Vendors involved in this Solicitation and during the performance of any resultant Contract are subject to the Code, which is available for Bidder's immediate review on the MTA website at www.mta.info/mta/procurement/vendor-code.htm. All Bidders must certify compliance with the Code. **The Bidder's Certification of Compliance with the MTA Vendor Code of Ethics is included under SECTION II – GENERAL CONDITIONS – of this Inquiry.**
17. **Iran Divestment Act (Attachment H)**. A Bidder must submit certification (see Attachment H) in accordance with New York State Finance Law §165-a (Iran Divestment Act of 2012) that it is not on the "Entities Determined to be Non-Responsive Bidders pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted on the New York State Office of General Services website (<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>). Certification must be returned with Bid.
18. **Prevailing Wage (Attachment I)**. Under New York State Labor Law, contractors and subcontractors must pay the prevailing rate of wage and supplements (fringe benefits) to all laborers, workers or mechanics under a public work contract. Employers must pay the prevailing wage rate set for the locality where the work is performed. If any of the Work required by this Solicitation is subject to a prevailing wage, as determined by the New York State Department of Labor, a Bidder, in evaluating and determining its overall Bid and, if applicable, its Bid for an individual line item, shall take into account the applicable prevailing wages. Bidder's failure to comply with a prevailing wage requirement may be considered a Default Event by the MTA, in its sole and absolute discretion. If this Solicitation is subject to prevailing wage, Bidders must complete a Public Authorities Law Section 1269-g certification (Attachment I).
19. **Affirmative Action/EEO Requirements (Appendix B); Executive Order 177 (Appendix K)**. As a pre-condition to entering into a valid and binding Contract pursuant to this Solicitation, the Bidder agrees to the terms and conditions of non-discrimination as set forth in Appendices B and K hereto. Certifications of compliance with such requirements must be submitted as part of the Bid.
20. **Minority and Women-owned Business Enterprises Program (Appendix D(i))**. It is the MTA's policy that Minority and Women-owned Business Enterprises ("M/WBEs") shall have the maximum opportunity to participate in the performance of this Contract. As such, this Contract is subject to the provisions of New York Executive Law Article 15-A (the "State MBE/WBE Law") and implementing regulations set forth in Chapter XIV, Parts 140 to 145 of Title 5 NYCRR (the "Regulations") establishing a policy and program to promote equality of economic opportunity for business enterprises owned by minority group members and women. If there is a difference between what is set forth in these paragraphs and what is set forth in the State MBE/WBE Law and the Regulations, the State MBE/WBE Law and the Regulations shall govern. A copy of the State MBE/WBE Law

and the Regulations will be provided upon written request to the Manager.

Goals. The following is required for this Contract:

MBE **15%**

WBE **15%** %

☒ This Contract does not contain any specific numerical goals for the utilization of M/WBEs.

The successful Bidder and the MTA agree, as a condition for the Contract, to be bound by the provisions of Executive Law Article 15A, as well as other provisions of the State MBE/WBE Law.

21. Service-Disabled Veteran Owned Businesses (Appendix D(ii)). New York State Executive Law Article 17-B provides for meaningful participation in public procurements by certified Service-Disabled Veteran-Owned Businesses ("**SDVOB**"). Bidders are expected to consider SDVOB participation when fulfilling the Contract requirements, including participation as subcontractors, suppliers, or in other partnering or supporting roles. The goal specified for SDVOB utilization is expressed as a percentage of the Total Contract Price and is based on the current availability of qualified **SDVOBs: 6 %**.

22. Federal Provisions (Appendix F). In the event part, or all, of this Solicitation is funded by federal monies, or to which federal regulations apply, the Federal Provisions in Appendix F shall be incorporated into and made a part of this Solicitation; and Bidders must complete all certifications therein as part of their Bid submission. In such case, the MTA may require a separate Contract goal for Disadvantaged Business Enterprises (DBE):

This Contract contains a specific numerical goals for the utilization of DBEs: _____

This Contract does not contain any specific numerical goals for the utilization of DBEs.

23. Executive Order 175 - Net Neutrality (Appendix G). If this Solicitation seeks to procure internet services as such is contemplated by Executive Order 175 ("EO 175"), Bidders must certify compliance with EO 175 as provided in Appendix G. This certification shall be completed prior to Contract award; failure to do so may result in a Bid being deemed unresponsive.

24. Rail Safety Improvement Act Acknowledgment (Appendix I). The MTA is subject to the Rail Safety Improvement Act of 2008 ("RSIA") and, as such, each MTA Vendor (and its subcontractors) who employs one or more safety-related railroad employees is required to indicate whether RSIA is applicable and if so, certify compliance with RSIA. MTA Vendors who are subject to RSIA and do not comply with the regulations will not be permitted to work on MTA property, and may be subject to termination of their Contracts for failure to comply with applicable law.

25. Drug and Alcohol Testing (Appendices J and M). If this Solicitation requires either (a) Work to be performed by a maintenance of way employee, as defined by 49 CFR Part 219, or (b) a portion of the Work to be performed falls within the definition of a "Safety Sensitive Function", as defined by 49 CFR Parts 40 and 655, the Vendor is required to submit certifications of compliance in accordance with Appendices J and M, respectively.

26. Sexual Harassment Prevention Compliance (Appendix L). This Solicitation is subject to New York State Finance Law Section 139-L, which requires Vendors bidding on competitive solicitations for Work or Services performed or to be performed, or goods sold or to be sold, to certify implementation of a written sexual harassment prevention policy and corresponding annual training.

27. Employment Eligibility Verification (Form I-9). The Vendor is responsible for complying in all respects with the Immigration Reform and Control Act of 1986, as amended ("IRCA"), with respect to all persons performing Work on its behalf in connection with this Solicitation, including employees and agents of Vendor and any subcontractor/supplier. For each such employee/agent, including a person who is a United States citizen, Vendor is responsible for completing and retaining and causing any subcontractor/supplier to complete and retain, a Form I-9, in accordance with the applicable laws and regulations. The Vendor will assume any and all liability, including the defense thereof, that may result from a claim or finding that the Vendor or any subcontractor/supplier violated the IRCA with respect to any person performing Work on its behalf in connection with this Contract.

28. New York State Comptroller Review/Approval. Pursuant to Public Authorities Law §2879-a, the Contract resulting from this Solicitation may be subject to review and/or approval by the Office of the State Comptroller ("OSC"), and shall not be valid, effective or binding until it has been approved by the OSC, if such review and/or approval is required.

29. Award Procedure.

- a. An award shall be made to the lowest responsive and responsible Bidder. The MTA reserves the right, in its sole and absolute discretion: (i) when it deems it to be in the public interest to bypass the lowest responsive and responsible Bidder and to accept another Bid; (ii) to waive any informalities or to reject any or all Bids as it may determine; and/or (iii) to award by either class or item.
- b. In the event of tie Bids, the MTA reserves the right to determine the successful Bidder by lot or otherwise in its sole and absolute discretion.
- c. The MTA will electronically issue either a Notice of Award or Purchase Order informing the successful Bidder that its Bid has been accepted. Such award will be effective upon the date and time transmitted by the MTA, and is also available on the My MTA Portal. In lieu of the above, the MTA may award the Contract by delivering a copy of the duly executed Contract to the successful Bidder. Notwithstanding the fact that a Bidder's submission of its Bid binds the Bidder to the Contract without having to subsequently execute the Contract, a Bidder may be required by the MTA to execute one or more counterparts of the Contract.

30. Bid/Award Protests. A Bidder may file a Bid protest of any nature, including MTA determination(s) pertaining to Bidder responsiveness, Bidder responsibility and alleged restrictive specifications. The MTA will consider all protests or objections regarding the award of this Contract.

- a. A protest must be filed as soon as practical after grounds for the protest have been ascertained. Protests based upon restrictive specifications or alleged improprieties that are apparent prior to Bid opening must be filed no later than three (3) business days prior to Bid opening.
- b. Protests must be submitted in writing to the Manager and include, at a minimum, the following:
 - i. Name, address, telephone number and fax number of protester.
 - ii. Identification of the Solicitation or Contract number.
 - iii. A detailed statement of the legal and factual grounds for the protest including copies of relevant documents.
 - iv. A statement of what relief is requested.
- c. The MTA will consider protests regarding the award of a Contract received within thirty (30) days after the Contract is awarded. The Chief Procurement Officer, or his or her designee, shall have the authority to resolve the protest prior to commencement of an action in court.
- d. The MTA retains sole discretion to stay the award pending its final determination of the protest.

- e. The exercise of this protest procedure shall not be deemed to extend a protestor's time to pursue its remedies in court.

31. Bidder's Qualifications.

- a. Responsibility. In addition to all other requirements provided herein and in the Contract, in order to qualify as a responsible Bidder, a Bidder must be prepared, upon the MTA's request, to prove to the MTA's satisfaction that it has the integrity, skill and experience to faithfully perform under this Contract and that it has the necessary facilities and financial resources to provide the required Goods and/or Services in a satisfactory manner and within the time specified. Bidders submitting Bids whose value is \$250,000.00 or more, or in excess of \$100,000.00 and includes "Special Circumstances" as that term is defined in Attachment B (All-Agency Responsibility Guidelines and Questionnaire), shall submit a completed Attachment B with its Bid.
- b. Skill and experience. To be considered skilled and experienced, a Bidder must show, among other Contract requirements, that it has satisfactorily supplied Goods and/or Services of the same general type as the Goods and/or Services required by this Solicitation.
- c. For use with Requirements Contracts Solicitations only; applicable only when checked: ☐
In the event that Goods can only be obtained directly from the manufacturer(s) of such Goods, Bids will only be considered from the manufacturers or their authorized distributors. Bidder shall have readily available at least 1/12 of the estimated quantity of the Goods bid upon and must be actively engaged in the sale of the required Goods. Bidder is required to execute a manufacturer's certificate and submit it with the Bid. Failure to execute this certificate will render a Bid non-responsive.

32. Bid Withdrawal

- a. By submitting a Bid, a Bidder irrevocably offers a 90-day period commencing with the opening of Bids to enter into a Contract, if awarded, as hereinafter provided.
- b. After the expiration of the aforesaid 90-day period, a Bid may be withdrawn by a Bidder who has otherwise complied with all of the requirements of this Solicitation by serving the MTA with a written notice of withdrawal. An award made by the MTA prior to its receipt of the notice of withdrawal will be valid, notwithstanding that such award is made after expiration of the 90-day period. For a written notice of withdrawal to be effective, it must be clear, unequivocal and without conditions.

33. Bidder's Information. No specifications, drawings, sketches, models, samples, tools, computer programs, technical information or data, written, oral or otherwise, furnished by Bidder to the MTA as part of its Bid or in contemplation hereof shall be considered by Bidder to be confidential or proprietary.

34. "Or Equal" Bidding. The MTA shall be the sole judge of the acceptability of items offered "as equal" to that specified by the Solicitation and may reject any item for any reason including, without limitation, the MTA's inability to readily determine that the item is an equivalent. The Bidder must submit proof of form, fit and function equivalency to the satisfaction of the MTA, including a non-returnable sample if requested by the MTA, that the item the Bidder is offering is equal to the required Goods in quality, performance and such other characteristics as the MTA may deem relevant.

The MTA will consider as proof of equivalency an independent laboratory certification concluding that the Bidder's item(s) meet or exceed the MTA's Solicitation specification and/or drawings. The laboratory must be accredited by the American Association for Laboratory Accreditation or be otherwise acceptable to the MTA. Such proof shall be submitted at the time of Bid opening. A Bidder offering an "Or Equal" which is not acceptable

will be deemed non-responsive, unless the Bidder expressly states in its Bid that it will furnish the specified Good(s) if the "Or Equal" offered is not accepted by the MTA. If the Bidder fails to name a substitute item in its Bid, it will be deemed to be offering the specified Good(s).

- 35. Bid Mistake.** A Bidder who seeks to rescind its Bid due to a mistake or error in preparation of the Bid shall, within 48 hours of bid opening, notify the MTA in writing, or orally with a prompt written confirmation. The notice shall specify the details of the error or mistake. The MTA shall evaluate the alleged bid mistake and determine if the Bidder will be permitted to rescind its Bid. To assist in its determination, the MTA may conduct a hearing on the matter, wherein the Bidder shall, if requested by the MTA, present testimony and documentation, including the original Bid sheets and calculations. The MTA's determination of whether to rescind a Bid shall be made in its sole and absolute discretion, and shall be final and binding upon a Bidder.
- 36. Submission of Samples.** If the MTA request samples from a Bidder, the samples shall be delivered to the MTA no later than five (5) days after Bid opening, unless the MTA requests a different time. Samples shall be: (a) submitted to the MTA-designated location; (b) be properly marked; and (c) submitted free of charge. The MTA shall not be responsible for any samples which are destroyed or mutilated by examination. If samples are not removed from the MTA's premises within fifteen (15) days after written notice to a Bidder requesting removal, the samples shall be considered abandoned property and the MTA shall dispose of them at Bidder's expense.

SECTION II: GENERAL CONDITIONS

- 1.** The Bidder is required to complete and return with its Bid the forms required by Section III below which, depending upon the Work procured, may include, without limitation, certificates of insurance and proof of prevailing wage compliance as required by the MTA.
- 2.** Payment shall be rendered in accordance with Public Authorities Law Section 2880 (see, Attachment E).
- 3. Bidder's Certification of Compliance with the MTA Vendor Code of Ethics.** In accordance with the Code, which is incorporated herein by reference, the Bidder, by signing this Bid, certifies that during the course of this Solicitation and any resultant Contract:
 - a. The Bidder has notice of all of the terms of the Code;
 - b. No Gift, as defined by the Code, has been or will be offered to the MTA in connection with this Solicitation or any resultant Contract;
 - c. No conflicts of interest exist or will exist;
 - d. All officers and personnel of the Bidder who have interacted or will interact with the MTA have been or will be provided a copy of the Code; and
 - e. The Bidder will obtain certifications similar to those made herein from all of its lower tier subcontractors, subconsultants and suppliers that the Bidder engaged or is soliciting for work under any Contract resulting from this procurement. Receipt and retention of these lower tier certifications shall be subject to audit by the MTA.
- 4.** Any capitalized terms used herein but not defined shall have the meanings ascribed to them in the MTA Purchase Order Terms and Conditions.
- 5.** The MTA Purchase Order Terms and Conditions shall govern this Contract, with no exceptions. In the event of a conflict between and among the various documents of this Inquiry, the terms of the Purchase Order Terms and Conditions shall prevail.
- 6.** Any MTA agency may utilize the same pricing, terms and conditions as set forth in this Contract.

SECTION III: INFORMATION/DOCUMENTS TO BE FURNISHED BY BIDDER

To be considered responsive, each Bid submitted must include the following information and documents:

1. State below Bidder's employee or representative who will be responsible for the administration of any Purchase Order or Contract which may result from this Solicitation:

Name:	Title:
Email address:	Business phone number:
Fax number:	

2. Completed Inquiry Cover Page, acknowledging receipt and agreeing to be bound to all terms and conditions of this Solicitation and the Contract Documents, including but not limited to the Purchase Order Terms and Conditions, Scope(s) of Work (if any), the Bid/Price Schedule and all Addenda (if any) to this Solicitation, through and including the total number of addenda issued.
3. Completed Price Schedule(s).
4. Any samples required by this Solicitation, including but not limited to technical specifications.
5. The Bidder is required to complete and return with its Bid the attachments, appendices, certifications, and exhibits listed in the ATTACHMENTS section of this Information for Bidders, and any and all other forms issued by the MTA as part of this Solicitation.

SECTION IV: BIDDER INQUIRIES/ADDENDA

Any questions, including requests for clarification, interpretation or amendments regarding this Inquiry must be made in writing to the Designated Point of Contact on the Inquiry Cover Page. Fax or email is acceptable. Fax – (646) 376-0278; Email – see the Inquiry Cover Page, both to the attention of the Designated Point of Contact. All such questions to be considered shall be received by MTA Procurement no later than two (2) business days before the due date of this Inquiry. Any such interpretation, clarification or amendment, as well as any additional provisions MTA may decide to include in the Inquiry, will be issued in writing by MTA as an addendum to the Inquiry and will be sent to each person/firm recorded as having been sent a copy of the Inquiry, in such medium (e.g. email) that the MTA determines. Upon such mailing the addendum shall become part of the Contract.

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SPECIAL NOTICE TO VENDORS

VENDOR DEBARMENT FOR MTA CONTRACTS

In accordance with Public Authorities Law §1279-h, the Vendor awarded the contract resulting from this solicitation will be debarred and will not be permitted to bid on future MTA contracts for a period of five (5) years if, pursuant to regulation established by the MTA for the debarment of Vendors, a final determination is made by the MTA that such Vendor failed to substantially complete all work within the time frame set forth in such contract, including any subsequently executed change order, by more than ten percent of the contract term, or that the Vendor's claimed costs exceeds ten percent or more of the total contract cost, including costs associated with any subsequently executed change orders, and where such claimed costs are deemed to be invalid pursuant to the contractual dispute resolution process.

Metropolitan Transportation Authority

CYBERSECURITY TERMS AND CONDITIONS (SHORT FORM)

A. DEFINITIONS.

1. Authority: shall mean the Metropolitan Transportation Authority ("MTA") and each of its subsidiaries and affiliates.
2. Authority Data: shall mean the following regardless of whether it is contained in existing or newly created in the future physical or electronic media at rest or in motion, any and all:
 - a. Personal Information as such term is defined herein;
 - b. all other data, information and documentation of the Authority including current and revised technology assets and systems, procedures and methodologies for designing implementing or maintaining in general and specifically, with information technology and physical and electronic security;
 - c. the Authority's owned, licensed, or subscribed inventions, ideas and designs, design documents, equipment technology and software;
 - d. reports and studies whether prepared by Authority, the Contractor or a third-party and whether in development or completed; and data, information, documentation and material prepared by or for the Contractor, any subcontractor, or by their respective consultants, agents, officers or employees in connection with performance of the Work, whether prior or subsequent to execution of this Contract or Agreement; and
 - e. results of the Work.
3. Contractor: as used in this Article shall mean the vendor, contractor, individual or organization that enters into the Contract or Agreement to perform the Work pursuant to the Contract Documents.
4. Covered Contractor Information System: means an information system that is owned or operated by a contractor that processes, stores, or transmits Authority information.
5. Information or information: shall mean any communication or representation of knowledge such as facts, data, or opinions, in any medium or form,

including textual, numerical, graphic, cartographic, narrative, or audiovisual.

6. Personal Information or Personal Identifiable Information (PII): shall mean any representation of information that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means; information: (i) that directly identifies an individual (e.g., name, address, social security number or other identifying number or code, telephone number, email address, code, symbol, mark or other identifier) or (ii) by which the Authority or other agency intends to identify specific individuals in conjunction with other data elements, i.e., indirect identification. These data elements may include a combination of gender, race, birth date, geographic indicator, and other descriptors; and information permitting the physical or online contacting of a specific individual shall be deemed Personally Identifiable Information; and
7. Work: as used in this Article shall mean as all the required obligations of the Contractor under the Contract or Agreement including but not limited to, the performance of any labor or services, the supplying of any goods, materials or personnel, the furnishing of any equipment and/or supplies or any other deliverables (e.g., parts, assemblies, kits, specially manufactured items) to the Authority as required by the Contract Documents including any scope of work and any modifications to the Contract or Agreement, if any. Work shall not include any software, firmware, or other technological component.

B. NON-DISCLOSURE.

The Contractor shall not furnish or disclose or allow its employees or agents, or subcontractors or their employees or agents, to furnish or disclose to any person or entity, any Authority Data without prior, written consent of the Authority.

C. PROTECTION OF DATA AND NOTIFICATION TO MTA OF BREACH OF AUTHORITY DATA.

1. The Contractor shall appoint a team of dedicated personnel to work with the Authority during any Security Incident Response (the "Cyber Incident Response Team"). The Cyber Incident Response Team shall be maintained by the Contractor for the duration of the Contract or Agreement. The Contractor shall within twenty-four hours (24) hours of the Authority's issuance of a purchase order or Notice of Award (or execution of the Contract or Agreement if no Notice of Award has been issued) provide, in writing, a list of the individuals on the Cyber Incident Response Team. Such list shall include the name of each team member together with a phone number and email address for each such member. In the event of any changes to team members or team member information, the Contractor shall provide such new information to the Authority, to the attention of the Project Manager, in writing.
2. The Contractor shall comply with the New York Stop Hacks and Improve Electronic Data Security Act (also known as the SHIELD Act), which amends section 899-aa of the New York General Business Code and adds Section 899-bb, in the performance of the Work, as applicable, which, among other things, imposes on entities identified in the SHIELD Act:
 - a. particular data breach notification requirements; and
 - b. data security safeguards.
3. Unless otherwise provided by law or as further detailed in the Contract or Agreement, in the event of an act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Authority Data or the physical, technical, administrative, or organizational safeguards put in place by the Contractor that relate to the protection of the security, confidentiality, or integrity of Authority Data, the Contractor shall, as applicable:
 - a. promptly notify (i) the Project Manager and (2) the Authority by email to ThreatIntel@mtahq.org, as well as verbally by phone at (646) 252-7300 as soon as practicable but no later than twenty-four (24) hours after initially becoming aware of such occurrence;
 - b. perform or take any other actions required to comply with applicable law as a result of the occurrence;
 - c. cooperate with the Authority in investigating the occurrence, including making available all relevant records, files, data reporting, and other materials reasonably required to comply with applicable law,

- in referring the occurrence to appropriate law enforcement agencies, and in issuing appropriate press releases and responding to the media;
- d. provide to the Authority a detailed corrective action plan as soon as possible, but no later than within ten (10) calendar days of the occurrence, describing the measures the Contractor will undertake and the implementation schedule for such measures, to both resolve the breach and prevent a future occurrence. If the Contractor is unable complete the corrective action within the required timeframe, in addition to the remedies provided herein, the Authority may contract with a third party to provide the required product, service or system until (i) corrective actions have been taken, (ii) the Authority is able to procure from the Contractor the product, service or system in a manner acceptable to the Authority, and/or (iii) until the Authority has completed a new procurement for a replacement product, service or system (the "Mitigation Efforts"). In such case, the Contractor shall reimburse the Authority for the reasonable costs related to the Mitigation Efforts following notice and demand for payment by the Authority.
- e. The Contractor shall be responsible for recreating lost Authority Data, if any, in the manner and on the schedule set by the Authority without charge to the Authority.

D. DESTRUCTION OF DATA.

All Authority Data including, but not limited to, all copies and reproductions thereof and all documents and materials derived from such Authority Data including any data in electronic form (i.e. cloud hosted Authority Data, etc.) provided to, prepared by or for the Contractor or any of its employees, subcontractors, agents and representatives (collectively, the "Contractor Personnel") shall, irrespective of whether such is in writing or stored electronically, be returned to the Authority or irrevocably destroyed by the Contractor and the Contractor Personnel, at the Authority's request or until such Authority Data is no longer subject to retention pursuant to the Contractor's own internal retention policies, whichever comes first. The Contractor shall, and shall cause its Contractor Personnel to, irrevocably destroy the Authority Data by: (i) shredding physical documents; (ii) wiping clean the device memory on all equipment, machines, databases, servers, cloud storage or other electronic media on which the Authority Data is located; and (iii) sanitize storage media, as well as temporary files and backup files on which the Authority Data is stored. The

Authority may request certification that destruction has been irrevocably completed for all primary, backup and any other applicable systems or mediums from the Contractor which shall be promptly provided by the Contractor for itself and for the Contractor Personnel; but in no event, not later than fourteen (14) days following the Authority's request.

E. COMPLIANCE WITH APPLICABLE LAWS, AND AUTHORITY SECURITY POLICIES AND PROCEDURES.

The Contractor shall implement and maintain security measures that protect against the disclosure of, and unauthorized access to, Authority Data and shall ensure that Authority Data is shared in a manner to protect against disclosure of such information. Protection shall meet the Baseline Cybersecurity Requirements (Short Form) annexed hereto.

F. DATA PRIVACY AND INFORMATION SECURITY.

1. The Contractor shall implement and maintain security measures that meet or exceed the MTA Basic Cybersecurity Requirements (Short Form).
2. Should the Authority require the Contractor to make changes to its cybersecurity compliance during the term of the Contract or Agreement, the Contractor shall work with the Authority to agree on the changes to the cybersecurity compliance.
3. The Contractor shall provide the Authority, upon request, with information regarding the Contractor's compliance and implementation of the Baseline Cybersecurity Requirements (Short Form).

G. NO TRANSMISSION OF AUTHORITY DATA OUTSIDE OF THE UNITED STATES.

1. The Contractor shall not transmit, transfer, or otherwise store Authority Data, Personal Information, or any MTA-provided information that is labeled "confidential" or "sensitive", outside of the United States without the Authority's prior written approval, which can be withheld for any reason. Notwithstanding the generality of the foregoing, if the Contractor is performing any Work outside the United States or utilizing any third party to perform (including its own employees) any Work outside the United States, the Contractor shall:
2. Enforce compliance with these MTA Cybersecurity Terms and Conditions on any devices that will transmit, transfer, store or print Authority Data, Personal Information, or any MTA-provided information that is

labeled "confidential" or "sensitive", including but not limited to encryption standards;

3. If required by the Authority, utilize a secure virtual data room or other workshare site that complies with these MTA Cybersecurity Terms and Conditions; and
4. In the event the Authority provides virtual desktops, access Authority Data, Personal Information, or any MTA-provided information that is labeled "confidential" or "sensitive", through such virtual desktops only.

H. COOPERATION WITH AUTHORITY CYBERSECURITY REVIEWS.

The Contractor acknowledges that the Authority has a significant interest in protecting and securing Authority Data and that maintaining cybersecurity is an essential element of the Work. The Contractor shall cooperate with the Authority's compliance and cybersecurity reviews during the term of the Contract or Agreement and shall provide (1) information; (2) responses to inquiries and questionnaires in written form, when requested, and (3) supporting documentation to facilitate the Authority's review(s). Such reviews will be coordinated by the Authority's Project Manager.

I. CYBERSECURITY TRAINING.

The Contractor shall ensure that any individual or individuals who have access to Authority Data under this Contract or Agreement undergo cybersecurity awareness training from a reputable training source at the Contractor's cost. The Authority shall not be required to pay any costs related to such training. The Contractor shall maintain training records during the term of the Contract or Agreement and shall make such documents available to the Authority for inspection upon request of the Authority.

J. CONFLICT.

If there is a conflict between these MTA Cybersecurity Terms and Conditions and the Contract Terms and Conditions, the most stringent provision shall apply.

K. REQUIREMENTS FOR SOFTWARE, FIRMWARE AND OTHER TECHNOLOGICAL COMPONENTS

In the event the Work and/or the Covered Contractor Information System includes inventory item(s) that contain firmware or software, additional terms and conditions apply. The Contractor shall request from the Contract Manager, Buyer or other Procurement Officer,

and shall comply with, the MTA Cybersecurity Terms and Conditions (Long Form) and MTA Cybersecurity Requirements.

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BASELINE CYBERSECURITY REQUIREMENTS (SHORT FORM)

The Contractor shall apply the following basic safeguarding requirements and procedures to protect Covered Contractor Information Systems. Requirements and procedures for basic safeguarding of covered Contractor Information Systems shall include, at a minimum, the following security controls:

1. Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
2. Ensure that all encryption methods for data-in-motion and data-at-rest comply with the current New York State Office of Information Technology Services Security Policy Encryption Standard NYS-S14-007.
3. Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
4. Verify and control/limit connections to and use of external information systems.
5. Control information posted or processed on publicly accessible information systems.
6. Identify information system users, processes acting on behalf of users, or devices.
7. Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems. Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
8. Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
9. Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
10. Identify (e.g., static analysis scans, dynamic scans, third party penetration test), report, and correct information and information system flaws and/or vulnerability in a timely manner.
11. Provide protection from malicious code at appropriate locations within organizational information systems.
12. Update malicious code protection mechanisms when new releases are available.
13. Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

APPENDIX/SCHEDULE 383489-GS57
(Invitation For Bids/Request for Quote)

BIDDER CERTIFICATION OF COMPLIANCE
WITH METROPOLITAN TRANSPORTATION AUTHORITY (MTA) CYBERSECURITY

BIDDERS ARE HEREBY NOTIFIED THAT THIS SOLICITATION IS SUBJECT TO THIS CERTIFICATION OF COMPLIANCE, WHICH REQUIRES BIDDERS TO ACKNOWLEDGE AND CERTIFY COMPLIANCE WITH THE MTA CYBERSECURITY REQUIREMENTS AND THE MTA CYBERSECURITY TERMS AND CONDITIONS (COLLECTIVELY, “CYBERSECURITY REQUIREMENTS”). THIS CERTIFICATION SHALL BE INCORPORATED HEREIN BY REFERENCE INTO THE CONTRACT DOCUMENTS UPON AWARD, OR ISSUANCE, OF THE CONTRACT.

The Bidder hereby acknowledges and agrees as follows:

1. The Bidder has read, understands and shall comply with the MTA Cybersecurity Requirements in the performance of the work under the contract resulting from this solicitation or request for quote (including, but not limited to, the performance of services and the provision of equipment, parts, commodities or other goods sold); and
2. A Bid may not be considered for award nor shall any award be made to a Bidder who has not submitted the certification below; and
3. Where the Bid is submitted by a corporate Bidder, such certification shall be deemed to have been authorized by the Bidder and such authorization shall be deemed to include the signing and submission of such Bid; and
4. The successful Bidder’s failure to adhere to the Cybersecurity Requirements during the Term of the Contract shall be considered an event of default pursuant to the Contract Terms and Conditions.

REQUIRED BIDDER/PROPOSER CERTIFICATION OF COMPLIANCE WITH THE CYBERSECURITY REQUIREMENTS

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 the Bidder has read, understood and shall comply with all such Cybersecurity Requirements.

By signing below, Bidder certifies that the statements made above are complete, true, and accurate.

Strategic Sourcing Event #:

Bidder Name: Click here to enter Bidder name

Bidder Signature:

Date: Click or tap to enter a date

Print name of signatory: Click here to enter name of signatory.

Print title of signatory: Click here to enter title of signatory.

Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia

Executive Order No. 16 provides that “all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia.” The complete text of Executive Order No. 16 can be found [here](#).

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an “entity conducting business operations in Russia” means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

- ☐ 1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.
- ☐ 2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)
- ☐ 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)
- ☐ 3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor’s business and operations and that the answer provided herein is true to the best of their knowledge and belief.

Vendor Name: _____
(legal entity)

By: _____
(signature)

Name: _____

Title: _____

Date: _____

ATTACHMENT A - SCOPE OF WORK

MASTER TECHNICAL SPECIFICATIONS For Pest Control Services MTA ALL AGENCIES

MTA New York City Transit
Dept. of Subways Maintenance of Way Dept. of Buses MTA Bus Company
Metropolitan Suburban Bus Authority Long Island Bus
Long Island Rail Road
Metro North Railroad Commuter Company
Bridges and Tunnels

Introduction

MTA New York City Transit (Department of Subways Maintenance of Way (MOW) and Department of Buses (DOB)), MTA Bus Company (MTABC), Long Island Rail Road (LIRR), Metro North Railroad Commuter Company (MNR) are part of the largest public transportation Authority in the world operating twenty-four (24) hours a day, seven (7) days a week. In addition to numerous subway stations, rail stations, bus depots and rail yards, the Authority agencies also operate building offices, maintenance shops, manned and unmanned electrical substations.

Agencies listed in this solicitation are to initiate this requirement. The MTA seeks a Contractor to provide Pest control services, including, but not limited to, overall contract management, all supervision, service technicians, labor, pesticides, rodenticides, traps, secured multitask bait stations, mechanical catch traps paste or gel baits, pest monitors, sticky traps, vehicles, materials and equipment necessary to lawfully treat (chemically and/or mechanically) and control and/or prevent infestation or re-infestation of pests at employee facilities and office locations and buses on property owned, leased, rented, managed and/or maintained by DOB, MOW, MTA BC, LIRR, MNR. The MTA Reserves the right to add locations at any time

Scheduled Monthly Treatments

The Contractor shall provide scheduled monthly pest treatments, as follows, to:

MOW: Approximately one hundred-fifty (150) listed site specific employee facility and/or operating office field locations or any other additions or deletion of locations, some of which are within the confines of the subway system and/or rail yards. Other operating locations include but are not limited to manned and unmanned electrical sub-stations, administration offices and/or repair areas of overhaul shops, maintenance/inspection shops and yards. Attachment as more fully described in the text below lists blocks of facilities by borough requiring monthly pest treatments. The Price Schedule lists a line item for this service. Section E contains subways locations. There may be some changes to the list at the commencement and during the term of the Contract. The Contractor shall perform all Work between the hours of 8:00 a.m. and 5:00 p.m. on Work Days, and at no time on weekends and/or Authority Observed Holidays; except for: a) 370 Jay Street and 130 Livingston Street which shall be treated on Saturdays; and b) special cases when the Project Manager might ask for night treatments. The Contractor will also be required to provide scheduled monthly pest treatments to six (6) office buildings- see locations for a list of office building with the approximate gross square footage requiring monthly pest treatment.

DOB: Twenty-one (21) depots, five (5) shops and ten (10) swing rooms/auxiliary sites or any other additions or deletion of locations, some of which are within the confines of the bus system. See Section D (DOB), for a list of facilities by borough requiring monthly pest treatments. There may be some changes to the list at the commencement and during the term of the Contract. The Contractor shall perform all Work between the hours of 8:00 a.m. and 5:00 p.m. Work Days, and at no time on weekends and/or Authority Observed Holidays.

MTABC: Eight (8) locations or any other additions or deletion of locations, some of which are

within the confines of the bus system. See Section D for MT ABC Locations for monthly Pest treatments. There may be some changes to the list of locations at the commencement and during the term of the Contract. The Contractor shall perform all Work between the hours of 8:00 a.m. and 5:00 p.m. Work Days, and at no time on weekends and/or Authority Observed Holidays

LIRR: Approximately one hundred sixteen (16) listed stations, employee facility and/or operating office field locations, some of which are within the confines of the rail system and/or rail yards. Other operating locations include but are not limited to manned and unmanned electrical sub-stations, administration offices and/or repair areas of overhaul shops, maintenance/inspection shops and yards, and along the Right of Way. Section C list facilities by borough requiring scheduled monthly pest treatment. The attachment is representative of rail locations and may change prior to the commencement, and during the term of the Contract. The Contractor shall perform all Work between the hours of 8:00 a.m. and 5:00 Work Days, and at no time on weekends and/or Authority Observed Holidays.

MNR: For Tower U north to the end of MNR territory in NYC and CT, the Contractor is to perform at a minimum, one scheduled monthly site visit to the Locations listed in Section B. During each site visit the Contractor is to undertake necessary actions to remove vermin and prevent future vermin infestations using Integrated Pest Management techniques. Currently there are one hundred eighty-seven (187) scheduled locations (Section B); however, this number will change depending upon adding or removing facilities from service. The types of facilities are, but not limited to: maintenance repair facilities, passenger stations, power substations, office and storage trailers, towers, welfare facilities and yard office buildings.

The primary vermin in these locations are bees, rats, roaches and spiders. All of the aforementioned facilities contain eating areas and external refuse containers. The Contractor shall respond within twenty-four (24) hours of a request for additional service at a scheduled site. The service technician must have the Service Report signed by designated Metro-North employee and leave a copy with employee. If a Metro North representative is not available, the service technician MUST call the Project Manager or designee within twenty-four (24) hours of service indicating no signature was available for that particular location. Failure to obtain a signature or call-in shall result in monthly payment being withheld for that serviced location.

Scheduled locations must be serviced by trained, experienced and properly licensed technicians as directed by the Project Manager or designee between the hours of 8:00 am and 5:00 pm Work Days or at other times as mutually agreed upon in advance.

Project Manager

The Contractor will only work with and direct all correspondence or communications to the Applicable Project Managers or designee will be provided at time of award.

Unscheduled Treatments

The Contractor will be required to provide unscheduled pest treatments for various Authority Agencies' employee facilities, stations and field locations, both listed and not listed in each Agency attachment. Unscheduled requests for services will be requested as required, by the Project Manager or designee. The Contractor will be required to provide services within five (5) Working Days of the date requested. The Price Schedule lists a line item for this service.

The Contractor is also required to perform unscheduled, as needed, service calls. This includes servicing the rolling stock (rail cars), storage yards & containers, along the right-of-way and rail yards including the track area. The primary vermin in these areas are roaches in the rail cars; bees and mice in the storage yards and containers; bees, mice and rats under the ties; and bees and

spiders in the signal boxes. The Contractor shall respond on-site within four hours of a request for unscheduled service. Servicing rolling stock shall require some service during off-peak hours (6:00 p.m. to 4:00 a.m.) and on weekends. Right-of-way service may rarely require off-peak and weekend coverage. For unscheduled/emergency locations the technician must meet the Agency Project Manager or designated representative on-site. The Contractors shall ensure an Agency Project Manager or designated representative sign all unscheduled location service reports and include the service requesters name and voice telephone number.

Unscheduled locations are to be serviced by trained, experienced and properly licensed technicians as directed by the Project Manager or designee on Work Days between the hours of 8:00 am and 5:00 pm. The Contractor may be required to perform Work between the hours of 5:00pm and 8:00 am, Work Days, weekends and/or Authority Observed Holidays (ex. treating out-of-service passenger cars for cockroach infestation). The Contractor shall respond on-site within four (4) hours from receipt of requested service call or at a mutually agreed upon time in advance.

Miscellaneous Unscheduled Treatments

The Contractor may be required to provide miscellaneous unscheduled targeted pests and animal treatments for Authority Agencies. These differ from the normal building or subway and rail locations treatment and they are required only in some unusual cases. Miscellaneous requests for service will be requested on a daily basis by the Project Manager or his designee. The Contractor will be required to provide services within five (5) Working Days from the date of the request.

Emergency Treatments

An emergency condition exists when Authority Agency employees' health and safety is at risk and routine business and/or operations cannot be conducted due to an extreme rodent and or vermin condition. The Project Manager or designee is the only individual who can declare an emergency condition. Under emergency conditions the Contractor will be required to provide treatments to any requested location within twenty-four (24) hours of notification. When an extreme condition exists, the Project Manager upon discussion and concurrence with the Contractor will require the Contractor to provide an emergency pest treatment within a four (4) hour period upon notification. The Price Schedule lists a line item for this service. The Contractor shall be registered and licensed with the appropriate federal, state and local regulatory agencies.

West Nile Mosquito Control Treatments

The New York City Department of Health and Mental Hygiene (DOHMH) through the Metropolitan Transportation Authority (MTA) provides policy and procedure mandates for all Authority Agencies and its Contractors for the seasonal use of larvicide applications which include but are not limited to: mosquito season start and end dates, frequency, targeted geographic locations and chemicals to be used. The attached Price Schedule lists various field environments for larvicide treatments and estimated seasonal quantities as well as a line item for this service. The estimated quantities were developed from previous usage and are not guaranteed for future work.

MOW-Special Note: Areas requiring potential treatments are listed in Attachment C (Rolling Stock and Maintenance of Way) which include, but are not limited to:

- Maintenance of Way pump rooms.
- Standing water at track beds along the right of way in open cut areas.
- Standing water in rail yards.
- Standing water in a manhole, catch basin and concrete culverts along the right of way of the MT A Staten Island Railway in the Borough of Staten Island.

The certified Contractor shall perform the following requirements in regard to mosquito control:

- Larvicide Applications: When requested by the Project Manager, the Contractor shall inspect a standing water location that does not drain/discharge to a larger body of water

and/or perform samplings (larvae dipping) to determine the presence of mosquito larvae. If larvae are present, the Contractor shall treat the site per DOHMH mandated procedures and complete and submit the required Larvicide Reporting Form and Sketch Map (Attachment D4). The Sketch Map is only required for new locations or where there is a change of conditions at a previously mapped location. Larvicides must be applied as per their respective label directions and only to standing water; dry catch basins are to be inspected only. Treated catch basins are to be marked with a small dot(s) using latex spray paint. The colors to be used and their sequence will be provided by the DOHMH.

Targeted Animals

Targeted animals include opossums, raccoons and squirrels. The Contractor must possess a current New York State Wildlife License. The Contractor may be requested to trap and remove these animals from transit facilities. Upon notification by the Project Manager, the Contractor will be required to provide services within forty-eight (48) hours. The Contractor shall inspect the facility to determine appropriate humane trapping needs subject to the approval of the Project Manager. If traps are necessary, the Contractor shall install baited trap(s) and the traps must be inspected weekly to ensure that the bait is present. Contractor is responsible for providing the proper bait for all traps until the animal(s) are captured. All Contractors' traps must bear their name and address. Live captured animals are NOT to be destroyed but surrendered to applicable shelters and/or released in compliance with applicable state and local laws (N.Y.S. Wildlife Act).

Targeted Areas

The Contractor will be required to service once a month, unless otherwise noted under the Agency Specific Requirements herein, to all employee facility and/or operating office field locations listed in Sections B,C,D,E. Targeted areas include, but are not limited to offices, lunchrooms, locker rooms, employee lavatories, storage rooms, crew rooms, break rooms, dispatcher offices, control towers, work shop areas, kitchens, trailers, toll plazas, maintenance areas, mechanical and equipment rooms, employee and bus parking lots, employee, sitting areas, and building perimeters. Areas excluded from treatments are public access areas (except Eltingville Park and Ride and Bridge Plaza), metro card booths and track beds.

Targeted Pests

Targeted Pests include, but are not limited to ants, bats, bedbugs, bees, hornets, wasps, crickets, earwigs, fleas, flies, gnats, lice, mice, clover mites, mosquitoes, rats, roaches of all kinds, shrews, silverfish, slugs, snails, snakes spiders, termites, American cockroaches and any other occasional invaders.

Service Response Time

The Contractor will be required to perform all Scheduled Monthly Pest Management Services, Unscheduled Services, and Miscellaneous Unscheduled Services during the hours of 8:00 A.M. to 5:00 P.M. Work Days.

At the discretion of the Project Manager and with the concurrence of the Contractor, the above hours and days of service are subject to change to accommodate special conditions. Additionally, some services may be required on evenings, weekends and Authority Observed Holidays. The Contractor will be required to provide extermination services at such times and days, when required. The Contractor is required to provide adequate and dedicated staffing to ensure that all scheduled, unscheduled locations and emergency requests are treated within the above stated service response times.

Contractor's Integrated Pest Management Program

Upon award, to minimize the use of pesticides and by employing non-chemical methods first, the Contractor shall submit an Integrated Pest Management (1PM) program within sixty (60) days after

award. The Contractor shall perform a thorough inspection of all of the facilities to assess the pest population and levels.

The inspection shall include the following:

- Comprehensive site inspections to make visual observations and record evidence of the presence of pests by using monitoring devices, baiting or trapping.
- Identification of pest species.
- Observing conditions caused by pests and conditions that allow or encourage pest presence.
- Preparing a written record of inspection with a sampling/identification of pests including a relative measure of pest population and submit within sixty (60) after award.
- Provide recommendations for treatment options which will include sanitation, and structural recommendations.

Log Books for Locations

Contractor shall provide and establish log books with dividers that shall contain the following items as set forth below. A separate book (three ring binders) shall be provided and placed by the pest control company, at a minimum, in the administration, maintenance, transportation, parking/security and storeroom areas within each facility. At the Project Manager's discretion, additional books may be required within certain facilities or departments as directed at no additional cost. Each book shall have the Contractor's name and or logo affixed to the front and spine of the book. The Contractor is required to sign in, check the complaint logs and place a copy of the signed service report upon completion of each visit into the book. Each book shall have a distinct service report for that area.

- A technician sign in sheet.
- A customer complaint log sheet.
- All service reports describing in detail what actions were performed during the service including time spent.
- All updated MSDS and labels for pesticide, to be used on site.
- A copy of the company business registration.
- A copy of the pest professionals' state certification for all technicians that will perform any service on site. (No apprentices can be used at any MTA bus sites.)

Contractor shall provide completed books within the first month of the Contract. A completed sample book must be sent to the Project Manager ten (10) days after the award of the Contract for approval. The Contractor is required to keep the books up to date. Each book shall have a distinct number assigned using the location initials and series of numbers. Contractor shall provide the listing of the books and book numbers and location within each depot to the Project Manager. If the Contractor changes technicians, the Contractor shall notify the Project Manager and provide copies of new Technicians' information when changes occur. Contractor shall call twenty-four (24) hours in advance prior to normal monthly service of the facilities. A list of contacts shall be provided by the Project Manager after award of the Contract. Multiple phone calls to one location will not be required.

Contractor's Employees

The Contractor's employees providing services under this Contract shall be trained as well as experienced and licensed in the proper categories by the New York State Department of Environmental Conservation for each type of service that they will be performing. All employees performing service shall have a minimum of five (5) years of commercial building experience. **(NO APPRENTICES)** The Contractor is required to ensure that its service technicians are insured and

kept up to date on the latest pest control services. Service technicians are to present themselves in a professional manner and shall be wearing a company uniform with the company logo visible on the shirt and/or jacket. Service technicians are to be equipped with all the necessary equipment to effectively and efficiently service assigned locations for all visits. All service technicians must carry a flashlight, and other equipment including, but is not limited to bump hats, work gloves, boots, clipboards, miscellaneous tools, and wear an approved industry safety vest when working in all MTA locations. Contractor shall provide its own equipment to reach heights above off the floor.

Field Supervisor: The Supervisor is identified in this award and is the Contractor's authority to act on matters pertaining to the performance of services required under the Contract. All employees performing supervisory service shall have a minimum of five (5) years commercial building experience. (NO APPRENTICES) This individual shall assure safety and carry out coordination and continuity of the program routine. The supervisor has a working knowledge of this Contract and the detailed Integrated Pest Management plan and schedule for each building. Supervisor shall perform random check of the technicians as well as review and update the log books as needed.

The Contractor shall be responsible for the detailed orientation of replacement personnel who are not familiar with the facilities to be serviced. Such replacement personnel shall be familiar with both the facility and the ongoing interventions (what, where, when and how applied) prior to servicing the facility.

Pesticides and Monitoring of Pests

Pesticide applications in and around facilities shall not occur unless monitoring or inspections using a working flashlight indicate the active presence of any pest in that specific location and non-chemical means have been exhausted or would be ineffective. An actual specimen or recent sign of the pest shall be confirmed before pesticides are applied. At locations, where direct accessibility is minimal, the Contractor shall provide spot and crevice treatments. Aerosol treatments are only to be used in a specific enclosed area when standard pesticide treatments are exhausted and are no longer effective. Uses of an approved aerosol treatments are only to be used upon approval from the Project Manager. A contact kill application is only to be used to treat a nest and/or concentration of flying insects to include but not be limited to flies, bees, hornets, yellow jackets and wasps in specific outside area(s) when standard pesticide treatments are not practical and the nest is very close to passengers and transit employees. Upon completion of pesticide applications the Contractor shall remove all pesticide containers and applicators from treated MTA Agency locations. Disposal of pesticides on MTA Agency property is prohibited. All pesticides applied shall be registered with the appropriate federal, state and local regulatory agencies. Pesticide transport, handling and use shall be in strict accordance with the manufacturer's label instructions and all applicable federal, state and local laws and regulations.

The Contractor shall ensure that adequate ventilation is provided to minimize airborne concentration of pesticides in the treated area. Prior to treatment if pesticide label directions mandate the Contractor will confirm with location supervision that fans, air conditioners and ventilation systems have been turned off by Authority personnel in all areas to prevent ventilation into occupied areas. The Contractor shall not apply pesticides into any air conditioning or heating system, upon any seat, handrails or areas touched or occupied directly or indirectly by passengers or employees. All exposed surfaces shall be wiped clean of all excess pesticides.

PRODUCTS RECOMMENDED FOR USE BY CONTRACTORS ON BUSES COCKROACH CONTROL

Maxforce bait trays and gels
Advion bait trays and gels
Avert Bait stations and gels

Gentrol IGR

**FOR BUILDING
COCKROACH CONTROL**

Maxforce Products
Advion bait trays and gels
Intice and Niban granular bait
Avert Bait products
Gentrol IGR

ANT BAITS

Maxforce Products
Advion Ant Baits
Intice Smart Ant Gel
Drax Ant Bait Gels
Uncle Alberts Gourmet Bait

WASP AND HORNET

Wasp Freeze Aerosol
ERO Exempt Jet Wasp and Hornet

**SEWER PITS
INSIDE BUILDINGS**

Drione Powder
Delta Dust Powder
Mother Earth DE

INTERIOR AND EXTERIOR OF BUILDING ONLY

ECO PCO ACU

The Contractor shall submit to the Project Manager the product names and Material Safety Data Sheet (MSDS) sheets of all proposed pesticides, fumigants and contact kill sprays for review by each MTA Agency's Office of System Safety prior to award. If the above listed products are no longer manufactured and/or no longer approved to be used per regulatory agencies, the contractor is required to submit alternative pesticides for approval. No substitutions are allowed without prior written approval by each MTA Agency's Office of System Safety.

The Contractor shall only apply that amount of material that is sufficient for complete pest control and will not damage or stain the surface upon which the material is placed.

Rodenticides

The Contractor shall have on-site trained, experienced and properly licensed service technicians to perform rodenticide applications and in accordance with regulatory requirements. The installation of any rodenticide shall include the inspection and detection of possible nesting and feeding areas and provide the Project Manager the location of all bait placements within the depot

pest control log book. All rodenticides shall be in EPA-approved tamper-resistant (often termed "tamper-proof") bait stations and anchored to floors or ground by nail, spike, adhesive or other means, unless placed directly into burrows and adequately covered as per the product label directions. The Contractor shall check the rodent bait in the bait stations at least once monthly or more frequently as needed, due to continuing or recurring infestation. When using snap traps and live traps for monitoring, the visit interval may be adjusted as necessary. The Contractor is prohibited from installing bait stations in any public access areas, except for Eltingville and Bridge Plaza. All bait boxes shall be placed and maintained in accordance with EPA regulations with an emphasis on the safety of non-target species.

All bait stations and traps shall have such tags or labels affixed so as to enable the pest management technician to enter his signature and date after each service. Map and floor plan indication is also required. The Contractor shall make a floor plan (or utilize floor plans supplied by the Applicable Agency) of each area where bait stations and traps are located, number each bait station and trap and enter the location of each bait station and trap in the diagram. These floor plans or diagrams shall be kept with the other records with the log books as indicated herein. Contractor is to install bait stations around the perimeter of parking lots as well near the entrance to garage doors to monitor rodent activity. Contractor can utilize non chemical methods to monitor activity. When activity is observed, approved chemicals or methods can be used.

The Contractor shall use the following products or Authority approved equals:

- First Strike
- Generation Bait Block
- Final Bait blocks
- Ditrac Tracking Powder (for rat burrows only)
- Talon G Rodenticide Pack (in rat burrows only)

The Contractor shall submit to the Project Manager the product names and MSDS sheets of all rodenticides for review by each MTA Agency's Office of System Safety. If the above listed products are no longer manufactured and/or longer approved to be used per regulatory agencies, the Contractor is required to submit approved alternative rodenticides. No substitutions are allowed without prior written approval by each MTA Agency's Office of System Safety.

The Contractor is prohibited from transporting or placing unsealed containers of pesticides and/or rodenticides in subway cars and the subway system. Compressed air spray applicators can only be transported when empty. All Pesticides must be in properly labeled containers.

Termites

The Contractor must be responsible, able to inspect, accurately identify and provide recommendations for the treatment of termites. The Contractor is required to submit a treatment plan within five (5) Work Days after the initial site inspection to the Project Manager or designated person(s). The treatment plan will be based upon a recommendation made by the Contractor at the time of termite discovery, which shall stipulate the extent of treatment required, length of time required to complete treatment and the Contractor's responsibility under the warranty. The Contractor shall utilize the services of a Board Certified Entomologist (BCE) to assist in the development of a treatment plan. Treatment and service may be added to this Contract upon formal approval of a contract modification. The Contractor shall submit to the Project Manager the MSDS for pesticides recommended for approval.

Flea Control

The Contractor must be responsible, able to inspect, accurately identify and provide recommendations for the treatment of fleas. The Contractor is required to submit a treatment plan within five (5) Work Days after the initial site inspection to the Project Manager or designated Person(s). The treatment plan will be based upon a recommendation made by the Contractor at the time of flea discovery, which shall stipulate the extent of treatment required, length of time required to complete treatment and the Contractor's responsibility under the warranty. The Contractor shall utilize the services of a BCE to assist in the development of a treatment plan. Treatment and service may be added to this Contract upon formal approval of a contract modification. The Contractor shall submit to the Project Manager the MSDS for pesticides recommended for approval.

Bed Bugs

The Contractor must be responsible, able to inspect, accurately identify and provide recommendations for the treatment of bed bugs. The Contractor is required to submit a treatment plan within five (5) Work Days after the initial site inspection. The treatment plan will be based upon a recommendation made by the Contractor at the time of bed bug discovery, which shall stipulate the extent of treatment required, length of time required to complete treatment and the Contractor's responsibility under the warranty. The Contractor shall utilize the services of a BCE to assist in the development of a treatment plan. Treatment and service may be added to this Contract upon formal approval of a contract modification. The Contractor shall submit to the Project Manager the MSDS for pesticides recommended for approval.

Contractor's Identification/Access Pass

The Contractor shall provide the Project Manager, ten (10) Work Days after award of the Contract, with a letter requesting contractor access passes for all dedicated service technicians and supervision assigned to this Contract. The requesting letter is to include the Contract number, why access is requested, and the names and Social Security Numbers of all dedicated service technicians and supervisors assigned to this Contract. Personalized contractor access passes will be provided and are to be used for identification purposes only and are not for transportation on Authority subways and buses. Under no circumstances will admittance be allowed without a Contractor's access pass. Access passes shall be visibly worn on persons at all times when engaged in the Work on Authority property.

The service technician and/or supervision, upon arrival at train yard and/or shops listed in Attachments C and E, including unscheduled and emergency requests, shall present their Contractor's access pass to the Property Protection Agent and sign the registration book to gain entry. At smaller field locations, service technicians shall sign the visitor log book located in the supervisor's office.

Track Safety Training

For Work to be performed for MOW and LIRR, the Contractor shall provide the Project Manager, ten (10) Working Days after award of the Contract, a letter requesting Track Safety Training for all service technicians and supervision assigned to this Contract. The requesting letter is to include the Contract number and the names and Social Security Number of assigned employees.

MOW: Listed Contractor's employees are required to successfully complete a one (1) day Track Safety Training course at the Department of Subways Training Center, @,2125 West 13th Street, Brooklyn. This course is mandatory for transit employees and Contractor's employees whose responsibilities require them to enter upon or cross live 3•d rail and active train tracks. Periodically, throughout the contract, additional employees may be trained. Employees must be retrained after

two (2) years of taking the Track Safety course.

LIRR: Each of the Contractor's employees must attend a Long Island Rail Road Roadway Worker Protection and Contractor Safety Training annually.

Note: On occasion, the Contractor shall be required to provide services inside the tunnels of the subway system. Contractor's service technicians are not permitted to enter any tunnels or cross any tracks without protection. The Authority will arrange for "flagging" crews for access and protection.

Board Certified Entomologist ("BCE")

The Contractor shall provide the services of a BCE, on staff or on call, at no additional cost to the Authority. These services shall be utilized only upon the request of the Project Manager. The BCE shall have a minimum of five (5) years experience in urban entomology. After notification by the Project Manager, the BCE shall be available within five (5) days of notification. The BCE must be available for routine and emergency consultation. The BCE's services shall include Pest identification, as well as, the cause, effect and corrective action for infestations; structural assessments of buses, facilities and surrounding neighborhood; review and recommendations on sanitation and housekeeping programs; and inspect the Contractor's technician's level of service. In addition, the BCE may be required to meet with Authority management as well as other outside agencies i.e.; NYC Mayors Rodent Task Force, NYCDOH, NCDOH, etc.

The BCE shall provide written findings and observations and recommendations for corrective actions shall be submitted to the Project Manager within three (3) Work Days after the field observations are performed. The name of the BCE and resume shall be submitted with the Bid. Proof of certification shall be submitted prior to award.

Contractor Service Report/Invoice

The Contractor shall provide to the Project Manager or designated person(s) a service report/ticket for Scheduled Monthly Pest Treatments, Unscheduled Pest Treatments and Emergency Pest Treatments. Additional requirements and supporting documents may be required by the Project Manager. The service report/ticket and supporting documents may be required to provide the following information, as determined by the Project Manager:

- Service Ticket#.
- Purchase Order Number.
- Service address/ location name.
- Service date.
- Service time.
- Service type (Monthly, Unscheduled, etc.)
- Type of pest treated targeted.
- Materials and products used.
- Conditions found and recommended actions, which can be on a separate sheet or e-mail.
- Name/Signature of Service Technician.
- Name/Signature and pass number of attending Authority representative.
- Assigned Vendor Number as required by the specific agency.
- Time and date applied. For m1-manned locations, both the service start and stop times

It is the responsibility of the Contractor's Service Technician to obtain a clearly written name and pass number of the attending Applicable Agency. Failure to obtain a signature with a pass number may result in non-payment of that invoice. Copies of all service tickets shall be placed in the

location log books, as well as, supplied with each invoice.

Management Meetings

Contractor and the Project Manager shall meet twice a year to review the service, Contract and other requirements, and at other times as the Project Manager deems necessary. The Project Manager will determine the location and time of the meeting, and will include: company principle's, service supervisor and bus team leader.

Communications

The Contractor shall furnish service technicians and field supervision with contemporary communication instruments capable to transmit and receive within the confines of Authority underground stations and bus facilities. Contractor's office of operations must be manned Work Days by regular assigned staff, and maintain consistent business hours. Mandatory communications include telephones, answering machines, facsimile machines, cellular telephones and/or Nextel. The majority of requested services will generally be made on Work Days between the hours of 8:00 A.M. and 5:00 P.M., however, the Contractor is expected to be on call twenty-four (24) hours a day, three hundred sixty-five (365) days per year.

AGENCY SPECIFIC REQUIREMENTS:

DOB and MTABC Agency Specific Requirements

Buses

The Contractor shall provide scheduled service for each bus four (4) times each year as scheduled by the Project Manager and unscheduled service as directed by the Project Manager. Approximately seven thousand (7000) buses are distributed among depots, base shops and repair facilities as set forth in Attachment G. The Contractor is to provide a dedicated team for bus treatment, which will be required to treat all thirty-one (31) depots, four (4) times a year on a continuous basis, within a fifty (50) week year. The numbers of buses to be treated on an average day are approximate only and are not to be taken as final and shall form no basis for any claim in case they do not correspond with the actual number of buses at the bus facility.

The following applies to the treatment of the buses:

Contractor shall provide a separated, dedicated team for bus fleet treatments. The arrival time for fleet treatment should be no earlier than 8:00 p.m. and no later than 10:00 p.m. The fleet team must include a team leader plus a sufficient number of technicians to complete the service for each depot over the course of a week and before morning pull-outs.

Contractor shall treat the buses in each depot on Work Days. It is estimated that the Contractor will be servicing more than one (1) location per week. Contractor shall have a minimum of two (2) licensed technicians and a team leader to perform the weekly bus service. Contractor may be required to have additional crew and or technicians to perform more than one (1) location per week. The Project Manager will provide the Contractor with a Work schedule for all depots. In the event a schedule change is required, the Project Manager will notify the Contractor within three (3) days prior to the service change.

- Contractor shall mark with chalk the front curbside tire indicating the time each bus was treated.
- Contractor shall not apply any pesticide in any bus occupied by any authority personnel.
- Contractor shall be responsible for lifting, removing and reinstalling the rear seat and insulation to allow pesticide application.
- The Project Manager shall notify the Contractor when the operational fleet numbers change and work with the Contractor to incorporate same into the service schedule.

Standard bus, each treatment shall consist of a minimum of one hundred (100) bait placements as per Attachment G. For articulated buses, each treatment shall consist of a minimum of one hundred-fifty (150) bait placement as per Attachment G. The Contractor shall supplement the bait placement based on their experience and observation during the application process. A minimum of three (3) bait stations shall be placed behind or under the back seats and a minimum of three (3) in the area of the driver's seat. The installation and inspection dates shall be noted in permanent marker to pen on the top or underside of each station. All bait stations shall be changed out every treatment. Bait stations shall not be reused under any circumstance. All units removed must be disposed of by the Contractor off Authority property.

The Project Manager shall determine which approved products shall be used for each quarterly service. A schedule will be provided by the Project Manager after award of the Contract. Bus service shall require the Contractor to utilize two (2) different products for each treatment. The schedule will show the main product for each bus treatment. In addition, the schedule will also reflect the type of bait station to be used which will be a different product from the main product, i.e.; Avert gel with Maxforce bait station or Avion gel with Avert bait station. The Project Manager may change the products and schedule based on server conditions, Contractors' and/or BCE recommendation. Project Manager shall provide notice one (1) week prior to the changing of the product.

For Articulated buses, a minimum of six (6) bait stations shall be placed in each bus as per Attachment G2 per service. The installation and inspection dates shall be noted in permanent marker to pen on the top or underside of each station. Additional areas may be necessary to bait depending upon where cockroaches are found and the extent of the infestation. In extremely severe situations a HEP A filter equipped vacuum cleaner can be used to quickly remove the existing population prior to applying any pesticide. In situations where cockroach populations are high (twenty (20) visible cockroaches) is observed four (4) weeks after baiting, a follow-up baiting (re-treatment) shall be performed, at no cost to the authority, by the Contractor at the direction of the Project Manager. Such re-treatment shall require the Contractor to treat with a different approved product than what was previously used. If observations, and/or inspections reveal that a location has more than thirty (30) buses with active roach sightings, then the Contractor will be required to retreat the entire bus fleet at that location at no additional charge. Aerosols shall not be used in any DOB, MTABC or LIB buses.

The Contractor shall transmit to the Project Manager all observations of the bus regarding sanitation, structural and roach activity for each service performed within forty-eight (48) hours of each treatment. Contractor shall maintain a data base of buses, their numbers, location(s) dates of treatment, products used and observations in regard to sanitation, structural and roach activity to be provided upon the request of the Project Manager.

Disposal of Pesticide Containers, Bait Stations and Applicators

The Contractor shall remove all pesticide containers, bait stations and applicators from any agency location prior to leaving. Disposal of pesticides and materials shall comply with label instructions,

all federal, state and local regulation and is prohibited on any agency property and equipment live pest shall be released in compliance with applicable state and local laws.

Contractor Inspection and Oversight

Throughout the duration of this Contract, the locations and buses serviced under this Contract will be inspected and technicians will be observed periodically by an independent BCE working directly with the various Project Managers. The Project Manager's BCE shall determine the effectiveness of the program and Contractor's compliance with the Contract as well as applicable state and local laws and product labels. Inspection results will be documented in writing. The Contractor shall be notified by the Project Manager and promptly initiate correct actions to correct all deficiencies noted on the report. Inspections may occur day and night while Work is performed and or shortly thereafter. The Project Manager's BCE is a designee of the Project Manager, and in turn the Contractor and staff are to follow the BCE's directions in the field.

Targeted Areas

The Contractor will be required to service twice per month, unless otherwise noted under the Agency Specific Requirements herein, all employee facility and/or operating office field locations listed in Attachment F, or otherwise noted in the Agency Specific Requirements section herein. Targeted areas include, but not limited to offices, lunchrooms, locker rooms, employee lavatories, storage rooms, crew rooms, break rooms, dispatcher offices, control towers, work shop areas, kitchens, trailers, toll plazas, maintenance areas, mechanical and equipment rooms, employee and bus parking lots, employee, sitting areas, and building perimeters. Areas excluded from treatments are public access areas (except Eltingville Park and Ride and Bridge Plaza), metro card booths and track beds.

MNR Agency Specific Requirements

Territory

The Contractor shall maintain adequate staffing levels to ensure a timely response throughout the vast MNR service territory. East of Hudson from 59th Street in Manhattan 76 miles to Poughkeepsie, NY, 82 miles to Wassaic, NY and 73 miles to New Haven, CT including the New Canaan (8 miles), Danbury (24 miles) and Waterbury (27 miles) branch lines. West of Hudson from the NJ/NY border 6 miles to Spring Valley, NY and from Suffern, NY 64 miles to Port Jervis, NY.

Frequency of Service

- Services shall be performed on scheduled, unscheduled and emergency basis anywhere within the vast MNR service territory comprising nine (9) counties covering approximately two thousand (2,000) square miles within both New York State and Connecticut.
- For unscheduled locations - serviced by trained, experienced and properly licensed technicians as directed by the Project Manager or designee generally Work Days between the hours of 8:00 am and 5:00 pm. The Contractor may be required to perform Work between the hours of 5:00 pm and 8:00 a.m. Work Days, weekends or Authority Observed Holidays (ex. treating out-of-service passenger cars for cockroach infestation).

The Contractor shall respond on-site within four (4) hours from receipt of requested service call or at a mutually agreed upon time in advance.

Unscheduled Treatments

The Contractor is required to provide unscheduled pest treatments for various Authority Agencies' employee facilities, stations and field locations, both listed and not listed in each Agency attachment. Unscheduled requests for services will be requested as required, by the Project Manager or designee. The Contractor will be required to provide services within five (5) Working Days of the date requested.

The Contractor is also required to perform unscheduled, as needed, service calls. This includes servicing the rolling stock (rail cars), storage yards & containers, along the right-of-way and rail yards including the track area. The primary vermin in these areas are roaches in the rail cars; bees and mice in the storage yards and containers; bees, mice and rats under the ties; and bees and spiders in the signal boxes. The Contractor shall respond on-site within four (4) hours of a request for unscheduled service. Servicing rolling stock shall require some service during off-peak hours (6:00 p.m. to 4:00 a.m.) and on weekends. Right-of-way service may rarely require off-peak and weekend coverage. For unscheduled/emergency locations the technician must meet the Metro North representative on-site. The Contractors shall ensure a Metro-North representative sign all unscheduled location service reports and include the service requestors name and voice telephone number.

Unscheduled locations are to be serviced by trained, experienced and properly licensed technicians as directed by the Project Manager or designee on Work Days between the hours of 8:00 am and 5:00 pm. The Contractor may be required to perform Work between the hours of 5:00pm and 8:00 am, Work Days, weekends and/or Authority Observed Holidays (ex. treating out-of-service passenger cars for cockroach infestation). The Contractor shall respond on-site within four (4) hours from receipt of requested service call or at a mutually agreed upon time in advance.

Miscellaneous Unscheduled Treatments

The Contractor may be required to provide miscellaneous unscheduled targeted pests and animal treatments for Authority Agencies. These differ from the normal building or subway and rail locations treatment and they are required only in some unusual cases. Miscellaneous requests for service will be requested on a daily basis by the Project Manager or his designee. The Contractor will be required to provide services within five (5) Working Days from the date of the request.

Emergency Treatments

An emergency condition exists when Authority Agency employees' health and safety is at risk and routine business and/or operations cannot be conducted due to an extreme rodent and or vermin condition. The Project Manager or designee is the only individual who can declare an emergency condition. Under emergency conditions the Contractor will be required to provide treatments to any requested location within twenty-four (24) hours of notification. When an extreme condition exists, the Project Manager upon discussion and concurrence with the Contractor will require the Contractor to provide an emergency pest treatment within a four (4) hour period upon notification.

The Contractor shall be registered and licensed with the appropriate federal, state and local regulatory agencies. This includes the regulatory agencies having jurisdictions within the states of New York and Connecticut. The Contractor shall furnish copies of current and renewal licensing documentation to MNR's Contract Manager within twenty-four (24) hours of issuance. Expired license holders are NOT to service MNR territory.

Pesticide Treatments

Prior to commencing the application process, the Contractor is responsible to post signs stating "EXTERMINATION IN PROGRESS KEEP OUT". These signs must be printed in bold letters and must be clearly visible. The posted signs are to provide a start time and re-entry time. The Contractor is to provide to the Project Manager each product manufacturers written statement that clearly indicates the safe re-entry time for each product used by the Contractor.

Personnel

The Contractor shall submit to the Project Manager prior to the start of this Contract and annually thereafter a written report explaining the safety-training program that each employee working under this Contract undergoes. Failure to provide an annual report shall be deemed to be a breach of contract. The report shall list the number of classroom hours and all topics covered including safety prevention and training with all pesticides to be used under this Contract. All Contractor employees supervising or performing Work under this Contract are required to attend a MNR conducted one (1) hour Contractor orientation-railroad safety class. Only authorized and licensed Contractor personnel shall perform pesticide applications upon MNR property.

MOW Agency Specific Requirements

Baiting Refuse Rooms

Contractor will inspect any and all subway station refuse rooms and provide feedback to project manager on any conditions that are conducive to attracting or harboring pests (e.g., holes in walls, spaces beneath doors, accumulating filth, etc.). Contractor shall inspect the surrounding subway platform and the areas above (Street level, concourse and mezzanine) and around the subway station to determine the root cause of infestation.

Contractor shall install into any and all subway station refuse rooms a minimum of **one** (1) tamper-resistant bait station (or for large refuse rooms, 2-3 stations with spacing of 25 ft intervals between each). The following conditions must be met for refuse room bait stations:

- Bait blocks to be used within the bait station must be one of the following brands or
- Authority approved equal: Contrac, Final, First Strike, Talon Weatherblok XT, or Multi-kill.
- Packet baits, loose meal bait, or loose pellet baits are not to be used.
- For baiting, a minimum of two blocks shall be installed into each station. For rooms displaying rat activity, a minimum of eight (8) blocks will be installed.
- The following trunper-resistant bait stations shall be used: **Bell's Protecta LP; Bells**
- **Protecta Hi Top; Aegis RP; Syngenta Multiplex; Bell's Sidewinder; JT Eaton's rat size TP 904; RBSI E-Z Clean or Authority approved equals. Any models other than these must first be approved by the Authority.**
- Baits will be changed out and replaced with fresh bait on a monthly basis on an as needed basis. Should a station contain a severe rat infestation, the refuse room stations will be serviced at intervals of 7 or 14 days, as directed by the Project Manager until the infestation is corrected.
- All bait stations must contain an up-to-date service ticket/sticker showing the date of the last service, the service technicians' initials. Contractor upon each visit shall also provide a service ticket as per section Contractor Service Report of the Master Technical Specification

- All bait stations will be kept in good working condition and be kept clear of debris or materials that might impede rodents visiting the stations. Contractor shall notify the Project Manager when the ability to keep the bait stations clear is a problem.
- Any bait stations that become damaged or worn out will be replaced by the Contractor.
- Bait stations within the Refuse rooms need not be secured to the floor or wall as there is no threat of tampering by the public or by any wildlife.
- Any refuse bait stations missing shall be reported to the Project Manager.
- Refuse room bait stations will be subjected to random quality control checks by the PM.

Any subway station noted to have high rat activity at the time of service will be reported to the PM with a I-2 sentence explanation as to the pest professional's best estimate of the causes of infestation (e.g., abundant litter on tracks; improper refuse collection, possible sewer line connect, infested park above at street level etc). Any such infested stations will be serviced every seven (7) or fourteen (14) days until the rat infestation is corrected.

The Contractor shall maintain a complete and accurate pest management database listing:

- Locations of all trapping devices, bait stations and rodenticide applications.
- Type and number of rodents caught per trap.
- Dates Locations were serviced.

SECTION A – METRO NORTH RAILROAD

PEST CONTROL SERVICES TECHNICAL SPECIFICATIONS

SECTION I GENERAL WORK SCOPE INTRODUCTION

The Contractor shall provide pest control services, including, but not limited to, overall contract management, all supervision, service technicians and inspectors, labor, treatment chemicals, materials, supplies, gear, and equipment necessary to lawfully treat, control, exterminate, remove completely, and to prevent re-infestations of every rodent, insect and true bug species found wherever they shall be on Metro-North Railroad owned, leased, rented, managed or maintained property.

The Contractor shall maintain an adequate staffing level to ensure a timely response throughout the vast Metro-North Railroad service territory; East of Hudson from 59th Street Manhattan 76 miles to Poughkeepsie, New York, 82 miles to Wassaic, New York and 73 miles to New Haven, Connecticut including the New Canaan (8 miles), Danbury (24 miles) and Waterbury (27 miles) branch lines. West of Hudson from the New Jersey/New York border 6 miles to Spring Valley, New York and from Suffern, New York 64 miles to Port Jervis, New York.

The following species listing is for informational purposes only and in no way limits the scope of insects, vermin or rodents needing eradication: ants, bats, bedbugs, earwigs, flies, fleas, hornets, lice, mice, mites, opossum, raccoons, rats, roaches of all kinds, shrews, silverfish, skunks, slugs, snails, snakes, spiders, squirrels, termites, true bees, wasps and water bugs.

One Project Manager and one designee, per the Project Manager, shall be assigned at the time of award. The Contractor will only work with and direct all correspondence and communications to the Project Manager or designee. The Project Manager or designee shall coordinate and facilitate all necessary access for services performed on MNR property.

To minimize pesticide use the Contractor shall establish an Integrated Pest Management Program (IPM), which includes an inspection program to identify infested areas and fosters an objective assessment of pest population levels. Inspection includes but is not limited to:

- Visiting the site to make visual observations and record evidence of presence by using tracking patches or powder, baiting or trapping.
- Identification of pest species.
- Observing damage caused by pests and conditions that will lead to or encourage pest presence.
- Preparing a written record of the sampling/identification of pests and natural enemy populations including relative measure of pest populations.

A follow-up written report, submitted to the Project Manager or designee, shall include maintenance recommendations necessary to reduce and eliminate the vermin and rodent infestations and associated problems. Recommendations may include: structural repairs, sealing or screening cracks, holes or other openings and implementing good housekeeping habits such as proper food storage and disposal.

SECTION II GENERAL REQUIREMENTS

The Contractor shall submit to the Project Manager or designee for approval, a detailed work plan that shall include all methods and work practices.

The Contractor shall submit to the Project Manager all MSDS and product labels to be used as set forth in the contract and in accordance with Metro-North Railroad's specific needs.

The Contractor shall have in place and submit to the Project Manager or designee, a detailed planned pest control program for unscheduled, emergency responses which may arise, including but not limited to:

- Live rodents or animals in any location.
- The smell of a dead rodent in any location.
- Bee, Bat, and Insect infestations.

FREQUENCY OF SERVICE AND RESPONSE TIME

Services shall be performed on both a scheduled and unscheduled or emergency basis anywhere throughout the vast Metro-North Railroad service territory comprising of nine (9) counties covering approximately two thousand (2,000) square miles within both New York State and Connecticut, along the West of Hudson, Hudson, Harlem and New Haven lines. See **Appendix A** for current listing.

For Monthly and Bi-Monthly Scheduled Locations - serviced by trained, experienced and properly licensed technicians as directed by the Project Manager or designee between 8:00 A.M. and 5:00 P.M., Monday through Friday or at other times as mutually agreed upon in advance. The Contractor is on-call twenty-four (24) hours a day, three hundred sixty-five (365) days a year. The number of locations can change at any time and sites can be added or removed based on service or seasonal demands.

The Contractor shall provide the schedule for treatment at least two business days prior to mobilization. The arrival time shall not exceed the agreed scheduled time by greater than one hour.

For Unscheduled and Emergency Locations - serviced by trained, experienced and properly licensed technicians as directed by the Project Manager or designee generally Monday through Friday between 8:00 A.M. and 5:00 P.M.. The Contractor may also be required to perform work between 5:00 P.M. and 08:00 A.M. Monday through Friday, on weekends or on holidays. The Contractor is on-call twenty-four (24) hours a day, three hundred sixty-five (365) days a year.

The Contractor shall respond to an unscheduled request within twenty-four (24) hours and must provide the schedule for treatment to the Project Manager or designee, prior to mobilization. The arrival time shall not exceed the agreed scheduled time by greater than one (1) hour.

For an unscheduled service request, the arrival time shall not exceed the agreed meeting time by more than one hour. In the event of an emergency service request, which occurs when employee or passenger safety is at risk or rail operations will be interrupted, the Contractor can be requested to respond on-site within four (4) hours from receipt of the service call or at a mutually agreed upon time in advance.

The Contractor shall arrive on-site with the necessary supplies, gear and equipment to access difficult enclosed spaces or reach elevated locations requiring treatment. This includes, but is not limited to, underneath outdoor storage containers, signal bridges, along roof lines of multiple story buildings and elevated passenger station structures and light fixtures.

PESTICIDE TREATMENTS

Pesticide application shall not occur unless monitoring or inspections using a working flashlight indicate the active presence of vermin in that specific location and non-chemical means have been exhausted or would be ineffective. An actual specimen or recent sign of the pest must be confirmed before pesticides are applied.

- All pesticides applied shall be registered with the appropriate federal, state and local regulatory agencies.
- Pesticide transport, handling and use shall be in strict accordance with the manufacturer's label instructions and all applicable federal, state and local laws and regulations.
- The Contractor shall comply with all applicable Federal, State and local regulations regarding advance notification of pesticide application at any location. This includes but is not limited to 6NYCRR Part 325 Rules and Regulations Relating to the Application of Pesticide.
- Fumigants or bombs shall not be used at any Metro-North Railroad location.
- Contractor shall be responsive to complaints by the Project Manager or designee and also from authorized Metro-North Railroad personnel, regarding the use of substances or apparatus deemed improper for the purpose intended.

Prior to commencing the application process the Contractor is responsible to post signs stating "EXTERMINATION IN PROGRESS KEEP OUT". These signs must be printed in **bold letters** and must be clearly visible. The posted signs are to provide a start time and re-entry time.

The Contractor is to provide to the Project Manager or designee, each product manufacturers' written statement that clearly indicates the safe re-entry time for each product used by the Contractor.

During pesticide application and in accordance with regulatory requirements, the Contractor shall have on-site properly licensed and/or certified technicians to act on matters pertaining to services required under this contract. Contractor's personnel shall check in with designated Metro-North Railroad location supervision prior to starting any work and to get access, as necessary, to the location for the required treatment.

The Contractor shall not apply pesticides into any air conditioning or heating system, upon any seat, handrails or areas touched or occupied directly or indirectly by passengers or employees. All exposed surfaces shall be wiped clean of all excess pesticides.

The Contractor shall ensure that adequate ventilation is provided to minimize airborne concentration of pesticides in the treated area. Prior to treatment, if pesticide label directions mandate, then the Contractor will confirm with location supervision that fans, air conditioners and ventilation systems have been turned off by Metro-North Railroad personnel in all areas to prevent ventilation into occupied areas.

The application of any rodenticides shall include the inspection and detection of possible nesting and feeding areas and providing to the Project Manager or designee, a diagram noting the location of all bait placements. All rodenticides shall be in tamperproof bait containers, anchored to floors or ground unless placed directly into burrows and adequately covered as per label directions.

In the event the Contractor proposes to mix two or more chemical products, the Contractor must provide to the Project Manager a manufacturer(s) written statement attesting to the compatibility of the mixed products and the expected health effects which would result from exposure to the mixture. The Metro-North Railroad Environmental Compliance Department shall review and approve this information before the Project Manager issues a Notice-to-Proceed to the Contractor. The Contractor shall not proceed without the Notice to Proceed.

The Contractor shall be responsible for picking up and disposing of all vermin, and rodent carcasses within twenty-four (24) hours of notification. Live or other live vermin shall be released at least fifty (50) miles outside Metro-North Railroad's nine (9) county service territory or in compliance with the NYS Wildlife Act.

The Contractor shall remove all pesticide containers and applicators from any Metro-North Railroad location prior to leaving. Disposal of pesticides and materials shall comply with label instructions, all federal, state and local regulations and is prohibited on Metro-North Railroad property.

In the event where the Project Manager or designee deems necessary, the Contractor shall engage the services of a Board Certified Entomologist (BCE) at no charge to assist and make recommendations for corrective actions. The name of the Entomologist and proof of BCE shall be submitted prior to beginning work. A report of all findings and recommendations by the BCE shall be submitted to the Project Manager or designee, within five days of completion. Corrective action shall be initiated within five days of the Project Manager's or designee's approval.

RECORD KEEPING

The Contractor shall provide the Project Manager or designee a service report or ticket recording all work done at each scheduled, unscheduled or emergency location.

Each service report shall include the following data elements:

- Purchase Order number, Location number and Location reference narrative. For example: **P/O xxxxxxxxxx, Loc 641, Substation B-039, Bedford Hills.**
- Unique pre-printed serial number. Services recorded on non-prenumbered service reports are exempt from prompt payment regulations.
- Metro-North Railroad assigned vendor number, **V#xxxxxxxxxx.**
- Specific areas treated. For Rolling Stock (rail cars) the car number is required.
- Time and date applied. For unscheduled locations both the service start and stop times.
- Target vermin or rodent applied for.
- Pesticide used and EPA registration number.
- Amount applied and concentration of finished material.
- Method of application and type of equipment used.
- Name of applicator and license number.
- Tracking of insect population.
- Technicians and a Metro-North Railroad Representative's Signature.

It is the responsibility of the Contractor's service technician to obtain a clear signature and pass number of the MNR representative on the service report or ticket. Failure to obtain a signature with a pass number may result in non-payment of that invoice. Copies of all service tickets shall be supplied with each invoice.

The Contractor shall maintain complete and accurate pest management service reports of the treatment site and should include:

- Locations of all trapping devices, bait stations and pesticide applications.
- Type and number of vermin caught per trap.
- Dates & locations serviced.
- Maps

This information can be in either tabular or list format. Detail shall be sufficient for relocation of interventions by substitute pest management personnel or by Metro-North Railroad personnel. The Contractor shall meet with the Project Manager or designee to discuss the pest control written reports and follow up procedures for continuing pest control. Specifically, the Contractor shall detail what steps shall be taken on their behalf to correct a pest situation and other steps required to make the pest control program successful.

CONTRACTOR PERSONNEL

The Contractor shall submit to the Project Manager or designee, prior to the start of this program and annually thereafter, a written report explaining the safety-training program that each employee working under this contract undergoes. Failure to provide an annual report shall be deemed to be a breach of contract. The report shall list the number of classroom hours and all topics covered including safety prevention and training with all pesticides to be used under this contract.

All Contractor employees supervising or performing work under this contract are required to attend a Metro-North Railroad conducted one (1) hour Contractor orientation-railroad safety class.

Only authorized and licensed Contractor personnel shall perform pesticide applications upon Metro-North Railroad property. The Contractor shall be properly registered and licensed with the appropriate federal, state and local regulatory agencies. This includes the regulatory agencies having jurisdictions within the states of New York and Connecticut. The Contractor shall furnish copies of current and renewal licensing documentation to Metro-North Railroad's Project Manager within twenty-four (24) hours of issuance. Expired license holders are NOT to service Metro-North Railroad territory.

All Contractor employees shall wear Metro-North Railroad approved safety vest, hard hat and defined heel hard soled shoes while on Metro-North Railroad property. Note: Steel toed shoes are prohibited on Metro-North Railroad property.

All Contractor employees shall carry a working flashlight and a communication device.

Contractor employees shall own, operate, and maintain their vehicles in compliance with all applicable laws. Additionally, the Contractor shall:

- Require drivers to inspect vehicles before and after each tour of duty to ensure that the vehicle and associated safety equipment are in working order.
- File daily vehicle status reports with their supervisors. The daily vehicle status reports shall be maintained as a business record subject to periodic audits.
- Require their drivers to report vehicle defects directly to their supervisors. Unsafe vehicles shall not be brought onto Metro-North Railroad property.
- Ensure that only authorized alterations be permitted on their vehicles and equipment and that if alterations are made, then they do not compromise safety and comply with applicable laws.
- Warrant that their policy is to ensure that each driver will:
 - Have a valid driver's license specific to their job activities and to the class of motor vehicles they operate.
 - Operate vehicles on Metro-North Railroad property for business-related purposes only.
 - Utilize appropriate safety equipment including seat and shoulder belts.
 - Allow only authorized personnel and passengers within vehicles.

- Make certain vehicles contain all required report, registration and insurance documentation.
- Observe traffic laws and when applicable, hazardous materials regulations.

Note: Some service locations are only accessible via parkway. The Contractor is responsible to use properly registered and licensed vehicles.

COMMUNICATIONS

The Contractor shall furnish service technicians and field supervision with contemporary communication instruments capable to transmit and receive within the confines of all MNR service sites. The Contractor's office of operations must be manned weekdays by regular assigned staff and maintain consistent business hours. The Contractor must provide these mandatory communications devices which include telephones, voicemail, email, and cellular telephones.

SECTION III SPECIFIC REQUIREMENTS

SCHEDULED MONTHLY AND BI-MONTHLY SERVICE

The Contractor is to perform at a minimum one scheduled monthly site visit to the locations highlighted in bold in **Schedule A**. During each site visit the Contractor is to undertake necessary actions to remove vermin and prevent future vermin infestations using Integrated Pest Management techniques. Currently there are sixty-eight (68) scheduled locations out of greater than two hundred (200) locations. The number of service locations can change and sites can be added or removed depending upon service or seasonal weather demands.

The types of facilities are, but not limited to: Maintenance Repair Facilities, Passenger Stations, Power Substations, Office and Storage Trailers, Towers, Welfare Facilities and Yard Office Buildings. The primary vermin in these locations are bees, rats, roaches and spiders. All the aforementioned facilities contain eating areas and external refuse containers.

The Contractor shall respond within twenty-four (24) hours of a request for additional, callback service at a scheduled site. The service technician must have the Service Report signed by a designated Metro-North Railroad representative and submitted with the invoice. If a Metro-North Railroad representative is not available, then the service technician MUST contact the Project Manager or designee indicating no signature was available for Location X. Failure to obtain a signature or completion of a call-in, shall result in the monthly payment being withheld for that location.

Servicing Power Substations: Exclusive service is performed on a per rail line basis. For example: the New Haven line substations from New Rochelle to Stamford are serviced the 1st day and from Stamford to New Haven the 2nd day. In the event a substation is not accessible, a Metro-North Railroad representative must be contacted in advance of the service time to meet and accompany Contractor personnel to unlock the substation. Scheduled services performed at unmanned

locations, such as sub-stations, must be approved by the Project Manager or designee, and forwarded to the Project Manager, designee or MNR field representative for signature.

UNSCHEDULED AND EMERGENCY SERVICE

The Contractor is also required to perform as needed, unscheduled and emergency service calls. This includes servicing the rolling stock (rail cars), storage yards & containers, along the right-of-way and rail yards including the track area. The primary vermin in these areas are roaches and mice in the rail cars; bees and mice in the storage yards and containers; bees, mice and rats under the ties; bees and spiders in the signal boxes; raccoons, opossums, etc. in the structure areas and yards throughout the territory.

The Contractor can be requested to respond on-site within four (4) hours of being notified of an emergency service. Servicing rolling stock shall require some service during off-peak hours and on weekends. Right-of-way service may rarely require off-peak and weekend coverage. For unscheduled and emergency locations, the technician must meet the Metro-North Railroad representative on-site. The Contractors shall ensure a Metro-North Railroad representative signs all unscheduled location and emergency service reports and includes the service requestors name and contact information.

RODENT TREATMENT

The Contractor shall have on-site trained, experienced and properly licensed service technicians to perform rodenticide applications and in accordance with regulatory requirements. The installation of any rodenticide shall include the inspection and detection of possible nesting and feeding areas and provide the Project Manager the location of all bait placements within the depot pest control log book. All rodenticides shall be in EPA-approved tamper-resistant (often termed "tamper-proof") bait stations and anchored to floors or ground by nail, spike, adhesive or other means, unless placed directly into burrows and adequately covered as per the product label directions. The Contractor shall check the rodent bait in the bait stations at least once monthly or more frequently as needed, due to continuing or recurring infestation. When using snap traps and live traps for monitoring, the visit interval may be adjusted as necessary. The Contractor is prohibited from installing bait stations in any public access areas. All bait boxes shall be placed and maintained in accordance with EPA regulations with an emphasis on the safety of non-target species.

SPIDER TREATMENT

The Contractor will be requested to provide scheduled and unscheduled spider treatment and control services, at designated Metro-North Railroad public rail passenger stations and structures, and in other locations throughout the territory. The Contractor will submit an appropriate spider treatment and control plan for rail passenger stations to the Project Manager or designee.

These treatment and control options will include, but not be limited to, inspections and monitoring of infestations and nesting areas, web clearing treatments, spray and flushing treatments, traps, and spider repel treatments.

All treatments and plans are subject to approval of the MNR safety department.

This service & scheduling will require an MNR representative as an escort per the discretion of the Station Operations Department.

The Contractor should have the capability to reach all station & facility areas both interior & exterior for treatment & cleaning of spider infestations.

The Contractor is required to respond to a spider service request from the Project Manager or designee, within twenty-four (24) hours.

TRAPPING AND MONITORING OF TARGETED ANIMALS

The Contractor may be requested to trap and remove targeted animals from Metro-North Railroad facility areas, yards and along the right of way. The Contractor shall inspect the location to determine appropriate humane trapping needs subject to the approval of the Project Manager or designee. If traps are necessary, the Contractor shall install baited trap(s), and the traps must be inspected daily to ensure that the bait is present.

The Contractor is responsible for providing the proper bait for all traps until the animal(s) are captured. All Contractors' traps must bear their name and address. Live captured animals are NOT to be destroyed but surrendered to applicable shelters and/or released in compliance with state and local laws (N.Y.S. Wildlife Act). As per NYSDEC regulations, set traps must be checked daily by the Contractor. Trapped animals cannot remain in traps for more than twenty- four (24) hours. Traps can be checked via an onsite inspection or with monitored video surveillance.

BED BUG TREATMENT

The Contractor must be able to inspect, accurately identify (with the use of a bed bug detecting dog, when necessary), and provide recommendations for treating bed bugs. The Contractor is required to submit a treatment plan within five (5) Work Days after the initial site inspection to the Project Manager or designee for review and approval. The treatment plan will be based upon a recommendation made by the Contractor at the time of bed bug discovery, which shall stipulate the extent of treatment required, the length of time required to complete treatment, and the Contractor's responsibility under the warranty. The Contractor shall utilize the services of a

BCE to assist in developing a treatment plan. Treatment and service may be added to this Contract upon formal approval of a contract modification. The Contractor shall submit the SDS for recommended pesticides to the Metro-North Railroad Safety Department for approval.

BEES, YELLOW JACKETS, HORNETS, WASPS

The Contractor must have expertise and training to investigate and classify or identify the stinging insects and eradicate them. A custom plan of action must also include the necessary equipment to enable the service technician to access a nest in hard to reach or high up, out of the way places, and safely remove it. The Contractor must be able to completely remove all signs of the nest.

Stinging insects represent a potential safety risk to railroad workers and the Contractor shall respond within twenty-four (24) hours to schedule an on-site visit. The Contractor must ensure that all signs of the nest are completely removed from the area.

The Contractor must provide a detailed report of services rendered to the Project Manager or designee, and if applicable, make recommendations for follow-up procedures and control options.

ROACH CONTROL AND TREATMENT

Sites, such as rail cars, are regularly vulnerable to roach infestations. Each of these cars must be inspected prior to treatment and an assessment plan shall be submitted to the Project Manager or designee. In severe infestations, existing populations should be removed, and the area sanitized prior to applying treatment. Inspections, sanitation, treatment materials, installation, observations, level of roach activity and follow up inspections shall be noted and recorded. In the event when cockroach populations are high, a follow-up baiting re-treatment shall be performed by the Contractor. Such re-treatment might require the Contractor to treat the site with a different approved product than what was previously used.

ANT, FLEA AND GNAT TREATMENT

The Contractor must be able to inspect and accurately identify the invading species and shall provide recommendations for treating infestations. The Contractor is required to submit a treatment plan within five (5) Work Days after the initial site inspection to the Project Manager or designee for review and approval. The treatment plan will be based upon a recommendation made by the Contractor at the time of discovery, which shall stipulate the extent of treatment required, the length of time required to complete treatment, and the Contractor's responsibility under the warranty. If requested, the Contractor shall utilize the services of a BCE to assist in developing a treatment plan. Treatment and service may be added to this Contract upon formal approval of a contract modification. The Contractor shall submit the SDS for recommended pesticide treatments to the Metro-North Railroad Safety Department for approval.

EMERGENCY TREATMENTS

An emergency condition exists when passengers or employees' health and safety is at risk and either routine business or rail operations can't be conducted due to an extreme condition. The Project Manager, Safety Manager or designee is the only individual who can declare an emergency condition. Under emergency conditions, the Contractor will be required to provide treatments to any requested location within twenty-four (24) hours of notification. When an extreme condition exists, the Project Manager or designee, upon discussion and concurrence with the Contractor can require the Contractor to provide an emergency pest treatment on-site within a four (4) hour period from the notification.

Region	Town	Location	Address	Facility	LN	LOC	DEPT	SQ FT	Scheduled Service / Monthly, Bi-Monthly
A	Botanical Garden	B-009 Botanical Garden	198th & Webster Avenue	B-009 Substation	HA	627	Power	3,000	
A	Botanical Garden	Botanical Garden	East 201st Street	Station, Platforms, Over/Under Pass	HA	16	Cust Svc	7,191	
A	Bronx	High Bridge Facility	Exterior Street/Depot Place	High Bridge Car Appearance Facility	HU	729	M of E	75,000	X
A	Bronx	150th & Park Avenue	150th & Park Avenue	B-005 Substation	HA	608	Power	2,000	
A	Bronx	A-007 Highbridge	South End of High Bridge Yard	A-007 Substation	HU	669	Power	3,200	
A	Bronx	A-008 Highbridge/Morris Heights	North of High Bridge Yard	A-008 Substation	HU	645	Power	3,000	
A	Bronx	B5 Mott Haven Substation	150th & Park Avenue	B-005 Substation	HA	608	Power	2,000	
A	Bronx	S-005 Mott Haven Substation Signal	150th & Park Avenue	S-005 Substation	HA	609	Power	1,000	
A	Fordham	Fordham Passenger Station	417 East Fordham Road	Station, Platforms, Over/Under Pass	HA	15	Cust Svc	9,623	X
A	Manhattan	59th & Park	59th & Park Avenue	CBH-2, 59th Street	HU	668	Power	500	
A	Manhattan	138th & Park	138th & Park Avenue	Harlem River Lift Bridge	HU	522	Power	2,000	
A	Manhattan	125th & Park	125th & Park Avenue	Station, Platforms, Over/Under Pass	HU	10	Cust Svc	25,000	X
A	Manhattan	56th & Park	56th & Park Avenue	Tower "U"	HU	35	C&S	1,500	
A	Manhattan	A10 Marble Hill	West 225th Street	A-010 Substation	HU	646	Power	3,000	
A	Manhattan	M072	72nd & Park Avenue	M-072 Substation	HU	604	Power	1,000	
A	Manhattan	M086	86th & Park Avenue	M-086 Substation	HU	605	Power	1,000	
A	Manhattan	M110	110th & Park Avenue	M-110 Substation	HU	606	Power	3,000	
A	Manhattan	M126	126th & Park Avenue	M-126 Substation	HU	607	Power	2,000	
A	Williamsbridge	B10 Williamsbridge	Bronx River Pkwy & Gun Hill Rd	B-010 Substation	HA	628	Power	3,000	X
B	Pt Jervis	Pt Jervis Passenger Station		Station, Platforms, Over/Under Pass	WoH, Pt Jervis		Cust Svc		X
B	Salisbury Mills	Salisbury Mills Passenger Station		Station, Platforms, Over/Under Pass	WoH, Pt Jervis		Cust Svc		X
B	Tuxedo	Tuxedo Passenger Station		Station, Platforms, Over/Under Pass	WoH, Pt Jervis		Cust Svc		X
C	Ardasley	Ardasley Passenger Station		Station, Platforms, Over/Under Pass	HU		Cust Svc		X
C	Beacon	Beacon Passenger Station	West Main Street/Rte 9A	Station, Platforms, Over/Under Pass	HU	13	Cust Svc	92,460	
C	Bedford Hills	B39 Bedford Hills	Railroad Avenue & Route 117	B-039 Substation	HA	641	Power	3,000	
C	Brewster	Brewster Bldg #4 Car Wash	Northeast of Maintenance Facility Bldg #4	Car Wash	HA	81	M of E	6,600	X
C	Brewster	Brewster Bldg #7 Maintenance Facility	40 Prospect Hill Road, Bldg #7	Maintenance Facility	HA	80	M of E	52,000	X
C	Brewster	B53 Brewster	North of Maintenance Facility Bldg #6	B-053 Substation	HA	613	Power	2,500	
C	Brewster	CP152 Battery House	South of Wye Behind Ball Field	CP-152 Battery House	HA	726	Power	150	
C	Brewster	S53 Substation Signal Brewster	In B-053 Substation	S-053 Substation Signal	HA	624	Power	500	
C	Brewster	Brewster Passenger Station	Main Street/Rte 6	Station, Platforms, Over/Under Pass	HA	709	Cust Svc	25,000	
C	Brewster	Putt Junction Trailer Brewster	40 Prospect Hill Road	Power Dept	HA	695	Power	300	
C	Brewster North	CP153 Park Battery House Brewster North	South End of Platform & O/H Bridge	Park Battery House	HA	727	Power	150	
C	Brewster North	CP154 Ride Battery House Brewster North	North End of Station Parking Lot	Ride Battery House	HA	728	Power	150	
C	Briarcliff Manor	Scarborough Passenger Station		Station, Platforms, Over/Under Pass	HU		Cust Svc		X
C	Bronxville	B15 Bronxville	Kensington Road Bronxville	B-015 Substation	HA	667	Power	1,000	
C	Bronxville	Bronxville Passenger Station	Pondfield Road	Station, Platforms, Over/Under Pass	HA	19	Cust Svc	28,086	
C	Chappaqua	B32 Chappaqua	Pines Bridge Road	B-032 Substation	HA	639	Power	3,000	
C	Chappaqua	CP-130 Chappaqua Battery House	South of B-032 Substation	Chappaqua Battery House	HA	723	Power	150	
C	Cold Spring	Cold Spring Passenger Station		Station, Platforms, Over/Under Pass	HU		Cust Svc		X
C	Cortlandt	Cortlandt Passenger Station		Station, Platforms, Over/Under Pass	HU		Cust Svc		X
C	Crestwood	B16 Crestwood	Railroad Avenue	B-016 Substation	HA	631	Power	3,000	
C	Crestwood	Crestwood Passenger Station	Thompson Avenue	Station, Platforms, Over/Under Pass	HA	714	Cust Svc	26,000	
C	Croton Harmon	Croton MDC Bldg #14	Kirner's Way	Materials Distribution Ctr Bldg 14	HU	618	PMM	47,500	X
C	Croton Harmon	Croton Police Bldg #2	Lehn's Way	Police Office Bldg #2	HU	3	MTA Police	900	
C	Croton Harmon	Croton Harmon Passenger Station	Croton Point Avenue	Station, Platforms, Over/Under Pass	HU	12	Cust Svc	31,214	X
C	Croton Harmon	Croton M of W Facility Bldg #1	Lehn's Way	Mof W Facility Bldg #1	HU	501	T&S	20,000	
C	Croton Harmon	Harmon Water Treatment Facility	Chirico Street	Waste Water Treatment Facility	HU	502	T&S	2,709	
C	Croton Harmon	Croton Bldg #4	Chirico Road Bldg #4	Car Shop Bldg # 4	HU	515	M of E	109,000	
C	Croton Harmon	Croton Car Wash	Kirner's Way North East of Shop	Car Wash Bldg	HU	71	M of E	8,000	
C	Croton Harmon	Croton Diesel Shop Bldg #3	Chirico Road Bldg #3	Diesel Shop Bldg #3	HU	515	M of E	67,000	

C	Croton Harmon	Croton M of E Facility Bldg #6	Shop Street	Maintenance Facility Bldg # 6	HU	73	M of E	900,000	
Region	Town	Location	Address	Facility	LN	LOC	DEPT	SQ FT	Scheduled Service / Monthly, Bi-Monthly
C	Croton Harmon	Harmon Tower Bldg #13	Transportation Terrace	Tower "HM" Bldg # 13	HU	41	M of E	750	
C	Croton Harmon	Croton MWMM Bldg #33	Chirico Street	M of W Materials Bldg 33	HU	619	MWMM	25,300	
C	Croton Harmon	Croton T&E Bldg #15	Transportation Terrace	T&E Building #15	HU	674	Transportation	2,500	
C	Croton Harmon	Harmon Training Facility Bldg #40	Chirico Street	Training Facility/Trailers	HU	675	Training		
C	Croton Harmon	6HP Harmon Yard	South of Substation A-34	6-HP Harmon Yard	HU	665	Power	500	
C	Croton Harmon	A33 Croton	Lehn's Way	A-033 Substation	HU	664	Power	3,000	
C	Croton Harmon	A34 Croton	North End of Harmon Yard	A-034 Substation	HU	615	Power	3,000	
C	Croton Harmon	HP1 Croton	Transportation Terrace	HP 1	HU	733	Power	500	
C	Croton Harmon	HP2 Croton	Transportation Terrace	HP 2	HU	734	Power	500	
C	Croton Harmon	HP3 Croton	Transportation Terrace	HP 3	HU	735	Power	500	
C	Croton Harmon	S34 Croton	Near CD Tower	S-034 Substation Signal	HU	623	Power	2,000	
C	Dobbs Ferry	A20 Dobbs Ferry	North of Memorial Park	A-020 Substation	HU	652	Power	3,000	
C	Dobbs Ferry	Dobbs Ferry Passenger Station		Station, Platforms, Over/Under Pass	HU		Cust Svc		X
C	Fleetwood	B14 Fleetwood	North McQuestin Parkway	B-014 Substation	HA	630	Power	2,000	
C	Fleetwood	Fleetwood Passenger Station	McQuestin Pkwy	Station, Platforms, Over/Under Pass	HA	18	Cust Svc	26,183	
C	Garrison	Garrison Passenger Station		Station, Platforms, Over/Under Pass	HU		Cust Svc		X
C	Glenwood	A16 Glenwood	JFK Marina	A-016 Substation	HU	649	Power	3,000	
C	Golden's Bridge	Golden's Battery House	South of Lumber Yard	Gold Battery House	HA	724	Power	150	
C	Greystone	A17 Greystone	Harriman Avenue	A-017 Substation	HU	650	Power	3,000	
C	Harrison	Substation 178 Harrison	Macy Road Harrison	Substation 178	NH	584	Power	480	
C	Harrison	Harrison Passenger Station	Sunnyside Lane	Station, Platforms, Over/Under Pass	NH	26	Cust Svc	22,600	
C	Hartsdale	B20 Hartsdale	Fenimore Road	B-020 Substation	HA	634	Power	3,000	
C	Hartsdale	Hartsdale Passenger Station	East Hartsdale Avenue	Station, Platforms, Over/Under Pass	HA	21	Cust Svc	27,382	
C	Hastings	Hastings Passenger Station	Southside Avenue	Station, Platforms, Over/Under Pass	HU	526	Cust Svc	17,145	X
C	Hastings	A19 Hastings	Railroad Avenue	A-019 Substation	HU	651	Power	3,000	
C	Irvington	A22 Irvington	South End Station Parking Lot	A-022 Substation	HU	653	Power	3,000	
C	Irvington	Irvington Passenger Station		Station, Platforms, Over/Under Pass	HU		Cust Svc		X
C	Katonah/Golden's Bridge	B42 Katonah	I-684 & Duffy Bridge Road	B-042 Substation	HA	642	Power	3,000	
C	Kensico	B26 Kensico	Bronx River Pkwy & Commerce Street	B-026 Substation	HA	637	Power	3,000	
C	Larchmont	Larchmont Passenger Station	Railroad Way	Station, Platforms, Over/Under Pass	NH	713	Cust Svc	18,000	
C	Leewood	B17 Leewood	Bronx River Pkwy & Leewood	B-017 Substation	HA	632	Power	3,000	
C	Mamaroneck	Substation 128	Waverly Ave. Mamaroneck	Substation 128	NH	583	Power	630	
C	Mamaroneck	Mamaroneck Passenger Station	Mamaroneck Avenue	Station, Platforms, Over/Under Pass	NH	28	Cust Svc	19,523	
C	Melrose	B6 Melrose	164th & Park Avenue	B-006 Substation	HA	625	Power	3,000	X
C	Mt Kisco	CP136 Battery House	Gatto Drive/Milepost 136	Mt Kisco Battery House	HA	729	Power	150	
C	Mt. Kisco	B36 Mt Kisco	Railroad Avenue	B-036 Substation	HA	640	Power	3,000	
C	Mt. Kisco	Mt. Kisco Passenger Station	Kirby Plaza	Station, Platforms, Over/Under Pass	HA	708	Cust Svc	25,000	
C	Mt. Vernon East	C14 Mt. Vernon East	South of Passenger Station	C-014 Substation	NH	716	Power	3,000	
C	Mt. Vernon East	Substation 23 Power/Signal Mount Vernon East	1st Street Mount Vernon East	Substation 023 Power & Signal	NH	580	Power	450	
C	Mt. Vernon East	Mt. Vernon East Passenger Station	Prospect Avenue	Station, Platforms, Over/Under Pass	NH	24	Cust Svc	18,000	
C	Mt. Vernon West	B13 Mt. Vernon	Oak Street Mount Vernon West	B-013 Substation	HA	666	Power	1,000	
C	Mt. Vernon West	Mt. Vernon West Passenger Station	156 Mt. Vernon Avenue	Station, Platforms, Over/Under Pass	HA	17	Cust Svc	34,604	
C	New Hamburg	New Hamburg Passenger Station		Station, Platforms, Over/Under Pass	HU		Cust Svc		X
C	New Rochelle	New Rochelle Tower Trailers	Bartels Place	Tower Shell	NH	559	C&S	1,680	X
C	New Rochelle	Substation 61 New Rochelle	Webster Ave New Rochelle	Substation 061	NH	581	Power	975	
C	New Rochelle	New Rochelle Passenger Station	Depot Place	Station, Platforms, Over/Under Pass	NH	25	Cust Svc	16,327	
C	North White Plains	NWP Track Equipment Repair Facility Pkwy Homes Rd	355 Parkway Holmes Road	Track Equipment Repair Facility	HA	658	T&S	20,000	
C	North White Plains	NWP Trailer #1 3rd Rail HQs	Opposite B-023 Substation	Trailer #1, 3rd Rail HQs	HA	621	Power	100	
C	North White Plains	NWP Trailer #3 3rd Rail Crew Quarters	Opposite B-023 Substation	Trailer #3, 3rd Rail Crew Quarters	HA	622	Power	200	
C	North White Plains	NWP Trailer #2 Transmission HQs	Parkway Holmes Road	Trailer #2, Transmission HQs	HA	528	Power	200	X
C	North White Plains	Structures/Materials Bldg	85 Virginia Road	Structures/Materials Building	HA	999	Structures	10,000	
C	North White Plains	NWP Maintenance Facility Pkwy Homes Rd	353 Parkway Holmes Road	Maintenance Facility	HA	77	M of E	29,000	

C	North White Plains	NWP C&S Bldg Haarlem Avenue (Fisher Lane)	330 Haarlem Avenue	C&S Bldg (Fisher Lane)	HA	200	C&S	27,900	
C	North White Plains	NWP T&E Building	310 Haarlem Avenue	T&E Building	HA	79	Transportat	1,500	

Region	Town	Location	Address	Facility	LN	LOC	DEPT	SQ FT	Scheduled Service / Monthly, Bi-Monthly
C	North White Plains	Structures/MWMM Facility	95 Virginia Road	Structures/MWMM Facility	HA	800	T&S	27,000	
C	North White Plains	B23 NWP	359 Parkway Holmes Road	B-023 Substation	HA	636	Power	3,000	
C	North White Plains	B24 NWP	340 Haarlem Avenue	B-024 Substation	HA	612	Power	2,500	
C	North White Plains	NWP Old Breaker House	South of Substation B-023	Old Breaker House	HA	680	Power	100	
C	North White Plains	NWP Trailer #2 3rd Rail Storage	Opposite B-023 Substation	Trailer #2, 3rd Rail Storage	HA	529	Power	100	
C	North White Plains	S23 NWP	359 Parkway Holmes Road	S-023 Substation Signal	HA	611	Power	2,000	
C	North White Plains	NWP Passenger Station	Haarlem Avenue	Station, Platforms, Over/Under Pass	HA	22	Cust Svc	27,594	
C	Ossining	Ossining Passenger Station	Secor Road	Station, Platforms, Over/Under Pass	HU	711	Cust Svc	30,000	X
C	Ossining	A31	Quimby & Water Street	A-031 Substation	HU	657	Power	10,286	
C	Peekskill	Peekskill Passenger Station	54 Railroad Avenue	Station, Platforms, Over/Under Pass	HU	551	Cust Svc	14,363	X
C	Peekskill	Peekskill Ticket Office	54 Railroad Avenue	Ticket Office, Platforms, Over/Under Pass	HU	551	Cust Svc	14,363	
C	Pelham	Pelham Passenger Station	Pelham Avenue	Station, Platforms, Over/Under Pass	NH	712	Cust Svc	24,000	
C	Pelham	C16 Pelham Manor	Wilson Woods Park	C-016 Substation	NH	717	Power	3,000	
C	Pelham	Substation 46 Pelham	1st Street & Lorino Avenue	Substation 046	NH	744	Power	1,000	
C	Phillipse Manor	A26 Phillipse Manor	GM Parking Lot Northeast Corner	A-026 Substation	HU	655	Power	3,000	
C	Port Chester	Substation 245 Port Chester	Henry Street Byrum , CT	Substation 245	NH	586	Power	400	
C	Port Chester	Port Chester Passenger Station	Broad Street	Station, Platforms, Over/Under Pass	NH	29	Cust Svc	18,966	
C	Poughkeepsie	Poughkeepsie Passenger Station	41 Main Street	Station, Platforms, Over/Under Pass	HU	14	Cust Svc	29,428	X
C	Purdys	B46 Purdys	I-684 & Route 116	B-046 Substation	HA	643	Power	3,000	
C	Purdys	CP-143 Purdy's Battery House	Milepost 143	Purdys Batter House	HA	725	Power	150	
C	Reservoir	B49 Reservoir	Route 22 & Route 202	B-049 Substation	HA	644	Power	3,000	
C	Riverdale	A13 Riverdale	Access Via West 254th Street	A-013 Substation	HU	614	Power	2,500	
C	Rochelle	Substation 79 Rochelle	Palmer Avenue (in Auto Dealer)	Substation 079	NH	745	Power	1,000	
C	Rye	Rye Tower "Pike"	Off I-95	Tower "Pike"	NH	560	C&S	300	X
C	Rye	Substation 193 Rye	I-95 Rye New YORK	Substation 193	NH	585	Power	230	
C	Rye	Rye Passenger Station	Depot Plaza	Station, Platforms, Over/Under Pass	NH	27	Cust Svc	20,621	
C	Scarborough	A29 Scarborough	Liberty Street	A-029 Substaion	HU	656	Power	2,500	
C	Scarsdale	B18 Scarsdale	Scarsdale Station Plaza	B-018 Substation	HA	633	Power	3,000	
C	Scarsdale	Scarsdale Passenger Station	Depot Street	Station, Platforms, Over/Under Pass	HA	20	Cust Svc	27,144	
C	Sleepy Hollow	Phillipse Manor Passenger Station		Station, Platforms, Over/Under Pass	HU		Cust Svc		X
C	Spyuten Duyvil	A12 Spyuten Duyvil	Access Via West 254th Street	A-012 Substation	HU	647	Power	3,000	
C	Tarrytown	Tarrytown Passenger Station	Depot Plaza	Station, Platforms, Over/Under Pass	HU	710	Cust Svc	32,000	X
C	Tarrytown	A25 Tarrytown	Depot Plaza Tarrytown	A-025 Substation	HU	654	Power	3,000	
C	Thornwood	B29 Thornwood	Washington & Commerce Streets	B-029 Substation	HA	638	Power	3,000	
C	Tremont	B7 Tremont	180th & Park Avenue	B-007 Substation	HA	626	Power	3,000	
C	Tuckahoe	Tuckahoe Passenger Station	Depot Plaza	Station, Platforms, Over/Under Pass	HA	707	Cust Svc	24,000	
C	White Plains	B22 White Plains	Westmoreland Avenue	B-022 Substation	HA	635	Power	3,000	
C	White Plains	White Plains Passenger Station	Ferris & Hamilton Avenues	Station, Platforms, Over/Under Pass	HA	23	Cust Svc	43,998	
C	Woodlawn	Woodlawn Trailer Signal Maintainers HQs	233rd & Park Avenue	Trailer, Signal Maintainers HQs	HA	43	C&S	180	X
C	Woodlawn	B11 Woodlawn	233rd & Webster Avenue	B-011 Substation	HA	629	Power	3,000	
C	Woodlawn	CP212 Battery House	Between 239th & 240th Streets	CP212 Battery House	HA	722	Power	150	
C	Yonkers	Yonkers Passenger Station	2 Dock Street	Station, Platforms, Over/Under Pass	HU	11	Cust Svc	28,431	X
C	Yonkers	A15 Yonkers	Ashburton & Alexander	A-015 Substation	HU	648	Power	3,000	
D	Bridgeport	Bridgeport Substation 775	Ferry Street	Substation 775	NH	660	Power	550	X
D	Bridgeport East	Bridgeport East M of W Facility	920 Union Avenue	Mof W Facility	NH	520	T&S	110,000	
D	Bridgeport East	Bridgeport East Substation 803	Central Avenue	Substation 803	NH	595	Power	30	X
D	Bridgeport East	Bridgeport East Substation 814	Bishop Ave	Substation 814	NH	596	Power	550	X
D	Bridgeport West	Bridgeport West Substation 736	Burr Road	Substation 736	NH	594	Power	1,020	
D	Cos Cob	Cos Cob Tower Cob Bridge	Strickland Road	Tower Cob Bridge	NH	48	T&S	500	X

D	Cos Cob	Cos Cob Tower Cob	Strickland Road	Tower Cob	NH	532	Power	1,200	X
D	Cos Cob	Cos Cob Substation 309 Signal	At CAT 309	Substation 309 Signal	NH	677	Power	500	X
D	Cos Cob	Cos Cob Substation 310	Sound Shore Road	Substation 310	NH	588	Power	250	X
D	Danbury	Danbury Foreman's Office Trailer #2	Patriot Drive	Trailer #2, Foreman's Office	NH	694	M of E	500	X
D	Danbury	Danubyr T7E Facility Traier # 1							

SECTION B-LONG ISLAND RAIL ROAD **PEST CONTROL SERVICES TECHNICAL SPECIFICATIONS**

Introduction

Long Island Rail Road (LIRR) is part of the largest public transportation authority in the world, the Metropolitan Transportation Authority (MTA), operating twenty-four (24) hours a day, seven (7) days a week. In addition to numerous rail stations and rail yards, the LIRR also operates building offices, maintenance shops, and in manned and unmanned electrical substations.

The LIRR seeks a Contractor to provide Pest control services, including, but not limited to, overall contract management, all supervision, service technicians, labor, pesticides, rodenticides, traps, secured multitask bait stations, mechanical catch traps paste or gel baits, pest monitors, sticky traps, vehicles, materials and equipment necessary to treat (chemically and/or mechanically) lawfully and control and/or prevent infestation or re-infestation of pests at employee facilities and office locations and buses on property owned, leased, rented, managed and/or maintained by the LIRR. The LIRR reserves the right to add locations at any time.

The Contractor shall be registered and licensed with the appropriate federal, state, and local regulatory agencies.

Project Manager (PM)

An Applicable Project Manager (PM) shall be assigned for each LIRR department and/or discipline and will be provided at the time of award. The Contractor will only work with and direct all correspondence or communications to the PM or designated alternate per the PM. The PM or designated alternate shall facilitate all necessary access and protections for services performed on LIRR property, e.g., flagging and track outages.

Targeted Areas

Targeted areas include but are not limited to, offices, lunchrooms, locker rooms, employee lavatories, storage rooms, crew rooms, break rooms, dispatcher offices, control towers, workshop areas, kitchens, trailers, toll plazas, maintenance areas, mechanical and equipment rooms, employee and bus parking lots, employee, sitting areas, and building perimeters. Section A is representative of locations that may require servicing; however, the PM may request servicing at locations on LIRR property that are not provided in Section A. At the request of a PM, an area may be designated as a targeted area and shall require regular servicing at an interval agreed by the PM. Regular servicing shall include a regularly scheduled day of the week and time so that access can be arranged.

Service Response Time

The Contractor will be required to perform Scheduled, Unscheduled, and Emergency Services 24/7 hours a day and 365 days a year, inclusive of holidays when required. The Contractor is required to provide adequate and dedicated staffing to ensure that all scheduled, unscheduled locations and emergency requests are treated within the below-stated service response times.

The Contractor shall mobilize with the equipment necessary to perform the minimum servicing as requested by the PM.

Scheduled Treatments

The Contractor will be required to provide scheduled pest treatments for various LIRR employee facilities, stations, and field locations. As required, the PM or designee will request for scheduled services using the Exterminating Service Request Form to be sent to a general Contractor email. The Price Schedule lists a line item for this service.

For scheduled services, the technician must meet the PM or designated representative on-site. The Contractors shall ensure a PM or designated representative signs all service reports and include the service requester's name and voice telephone number.

Locations are to be serviced by trained, experienced, and properly licensed technicians as directed by the PM or designee on Work Days, generally between the hours of 8:00 am and 5:00 pm. **The Contractor shall respond to the request via call/email within four (4) hours from receipt of the requested service call/email and respond on-site at a mutually agreed upon time.**

The contractor shall provide the schedule for treatment at least two (2) business days prior to mobilization, except for requests submitted on Monday. Requests submitted Monday for next day treatment shall be confirmed prior to 12:00PM. The scheduled time shall not exceed a one (1) hour arrival window.

Unscheduled and Emergency Treatments

Unscheduled

The Contractor is also required to perform unscheduled, as-needed service calls. This includes servicing the rolling stock (rail cars), storage yards & containers along the ROW, and rail yards, including the track area, and rail locations and are required only in some unusual cases. The primary vermin in these areas are roaches in the rail cars; bees and mice in the storage yards and containers; bees, mice, and rats under the ties; and bees and spiders in the signal boxes. Servicing rolling stock shall require some service during off-peak hours (6:00 p.m. to 4:00 a.m.) and on weekends. Right-of-way service may rarely require off-peak and weekend coverage. **The Contractor shall respond on-site and provide treatment within twenty-four (24) hours of a request for unscheduled service.**

Emergency

An emergency exists when LIRR employees' health and safety are at risk, and routine business and/or operations cannot be conducted due to a known presence of rodents, vermin, or pest conditions. The PM or designee is the only individual who can declare an emergency condition. **The Contractor shall provide an emergency treatment within a four (4) hour period upon notification at any LIRR location requested by the PM.** The Price Schedule lists a line item for this service.

For unscheduled/emergency locations, the technician must meet the PM or designated representative on-site. The Contractors shall ensure a PM or designated representative signs all unscheduled location service reports and include the service requester's name and voice telephone number.

Targeted Animals/Pests

Targeted animals include opossums, raccoons, squirrels, and feral cats. The Contractor must possess a current New York State Wildlife License.

Targeted pests include, but are not limited to, ants, bats, bedbugs, bees, hornets, wasps, crickets, earwigs, fleas, flies, gnats, lice, mice, clover mites, mosquitoes, rats, roaches of all kinds, shrews, silverfish, slugs, snails, snakes, spiders, termites, American cockroaches, lantern and any other occasional invaders.

Trapping and Monitoring of Targeted Animals

The Contractor may be requested to trap and remove targeted animals from LIRR facilities. The Contractor shall inspect the facility to determine appropriate humane trapping needs subject to the approval of the Project Manager. If traps are necessary, the Contractor shall install baited trap(s), and the traps must be inspected daily to ensure that the bait is present. The Contractor is responsible for providing the proper bait for all traps until the animal(s) are captured. All Contractors' traps must bear their name and address. Live captured animals are NOT to be destroyed but surrendered to applicable shelters and/or released in compliance with state and local laws (N.Y.S. Wildlife Act). As per NYSDEC regulations, set traps must be checked **daily** by the Contractor. Trapped animals cannot remain in traps for more than twenty-four (24) hours. Traps can be checked via an onsite inspection or with monitored video surveillance.

Chemical Treatments for Targeted Pests

Pesticide

Pesticide applications in and around facilities shall only occur if monitoring or inspections using a working flashlight indicate the active presence of any pest in that specific location and non-chemical means have been exhausted or would be ineffective. An actual specimen or recent sign of the pest shall be confirmed before pesticides are applied. At locations where direct accessibility is minimal, the Contractor shall provide spot and crevice treatments. Aerosol treatments are only to be used in a specific enclosed area when standard pesticide treatments are exhausted and are no longer effective. The approved aerosol treatments will only be used upon approval from the LIRR Corporate Safety Department. A contact kill application is only to be used to treat a nest and/or concentration of flying insects, including but not limited to flies, bees, hornets, yellow jackets, and wasps in specific outside area(s) when standard pesticide treatments are not practical, including when the nest is very close to passengers and transit employees. The Contractor must provide means to reach service locations more than 10 feet high. Upon completion of pesticide applications, the Contractor shall remove all pesticide containers and applicators from treated LIRR locations. Disposal of pesticides on LIRR property is prohibited. The Contractor shall only apply that amount of material sufficient for complete pest control and will not damage or stain the surface upon which the material is placed.

The Contractor shall ensure adequate ventilation is provided to minimize the airborne concentration of pesticides in the treated area. Prior to treatment, if pesticide label directions mandate, the Contractor will confirm with location supervision that fans, air conditioners, and ventilation systems have been turned off by LIRR personnel in all areas to prevent ventilation

into occupied areas. The Contractor shall not apply pesticides into any air conditioning or heating system upon any seat, handrails, or areas touched or occupied directly or indirectly by passengers or employees. All exposed surfaces shall be wiped clean of all excess pesticides.

The Contractor shall submit the product names and Safety Data Sheet (SDS) sheets of all proposed pesticides, fumigants, and contact kill sprays for review by each LIRR's Corporate Safety Department prior to award. All pesticides applied shall be registered with the appropriate federal, state, and local regulatory agencies. If the above-listed products are no longer manufactured and/or approved to be used by regulatory agencies, the contractor is required to submit alternative pesticides for approval. No substitutions are allowed without prior written approval by LIRR's Corporate Safety Department. Pesticide transport, handling, and use shall strictly follow the manufacturer's label instructions and all applicable federal, state, and local laws and regulations.

Rodenticides

The Contractor shall have on-site trained, experienced, and properly licensed service technicians to perform rodenticide applications in accordance with regulatory requirements. The installation of any rodenticide shall include inspecting and detecting possible nesting and feeding areas and providing the Project Manager with the location of all bait placements on the service sheet and within the facility log book. All rodenticides shall be in EPA-approved tamper-resistant (often termed "tamper-proof") bait stations and anchored to floors or ground by nail, spike, adhesive, or other means, unless placed directly into burrows and adequately covered as per the product label directions. The Contractor shall check the rodent bait in the bait stations **at least once monthly or more frequently** as needed due to continuing or recurring infestation. The visit interval may be adjusted as necessary when using snap traps and live traps for monitoring. The Contractor is prohibited from installing bait stations in any public access areas. All bait boxes shall be placed and maintained in accordance with EPA regulations with an emphasis on the safety of non-target species.

All bait stations and traps shall have such tags or labels affixed to enable the pest management technician to enter his signature and date after each service. Map and floor plan indication is also required. The Contractor shall make a floor plan (or utilize floor plans supplied by the LIRR) of each area where bait stations and traps are located, number each bait station and trap, and enter the location of each bait station and trap in the diagram. These floor plans or diagrams shall be kept with the other records and log books as indicated herein. The Contractor is to install bait stations around the perimeter of parking lots and near the entrance to garage doors to monitor rodent activity. The Contractor can utilize non-chemical methods to monitor activity. When activity is observed, approved chemicals or methods can be used.

The Contractor shall submit the product names and SDS sheets of all proposed rodenticides for review by the LIRR Corporate Safety Department. If the above-listed products are no longer manufactured and/or approved to be used by regulatory agencies, the Contractor must submit approved alternative rodenticides. No substitutions are allowed without prior written approval by LIRR's Corporate Safety Department.

The Contractor is prohibited from transporting or placing unsealed containers of pesticides and/or rodenticides in rail cars and the railway system. Compressed air spray applicators can only be transported when empty. All Pesticides must be in properly labeled containers.

Termites

The Contractor must be responsible and able to inspect, accurately identify, and provide recommendations for treating termites. The Contractor is required to submit a treatment plan within five (5) Work Days after the initial site inspection to the Project Manager or designated person(s) for review and approval. The treatment plan will be based upon a recommendation made by the Contractor at the time of termite discovery, which shall stipulate the extent of treatment required, the length of time required to complete treatment, and the Contractor's responsibility under the warranty. The Contractor shall utilize the services of a Board-Certified Entomologist (BCE) to assist in developing a treatment plan. Treatment and service may be added to this Contract upon formal approval of a contract modification. The Contractor shall submit the SDS for recommended pesticides to the Corporate Safety Department for approval.

Flea Control

The Contractor must be responsible, able to inspect, accurately identify and provide recommendations for treating fleas. The Contractor is required to submit a treatment plan within five (5) Work Days after the initial site inspection to the Project Manager or designated Person(s) for review and approval. The treatment plan will be based upon a recommendation made by the Contractor at the time of flea discovery, which shall stipulate the extent of treatment required, the length of time required to complete treatment, and the Contractor's responsibility under the warranty. The Contractor shall utilize the services of a BCE to assist in developing a treatment plan. Treatment and service may be added to this Contract upon formal approval of a contract modification. The Contractor shall submit the SDS for recommended pesticides to the LIRR Corporate Safety Department for approval.

Bed Bugs

The Contractor must be responsible, able to inspect, accurately identify (with the use of a bed bug detecting dog, when necessary), and provide recommendations for treating bed bugs. The Contractor is required to submit a treatment plan within five (5) Work Days after the initial site inspection to the Project Manager for review and approval. The treatment plan will be based upon a recommendation made by the Contractor at the time of bed bug discovery, which shall stipulate the extent of treatment required, the length of time required to complete treatment, and the Contractor's responsibility under the warranty. The Contractor shall utilize the services of a BCE to assist in developing a treatment plan. Treatment and service may be added to this Contract upon formal approval of a contract modification. The Contractor shall submit the SDS for recommended pesticides to the LIRR Corporate Safety Department for approval.

West Nile Mosquito Control Treatments

The New York City Department of Health and Mental Hygiene (DOHMH), through the Metropolitan Transportation Authority (MTA), provides policy and procedure mandates for all Authority Agencies (e.g., LIRR) and its Contractors for the seasonal use of larvicide applications which include but are not limited to mosquito season start and end dates, frequency, targeted geographic locations, and chemicals to be used. The attached Price Schedule lists various field environments for larvicide treatments, estimated seasonal quantities, and a line item for this service. The estimated quantities were developed from the previous usage and are not guaranteed for future work.

Each individual applying pesticide to or in surface waters must be certified with the New York State Department of Environmental Conservation as a Commercial Pesticide Applicator in

Category 5B (Aquatic Insect) or Category 8 (Public Health) pursuant to 6NYCRR Part 325.16(h)

The Certified Contractor shall perform the following requirements in regard to mosquito control:

- Larvicide Applications: When requested by the PM, the Contractor shall inspect a standing water location that does not drain/discharge to a larger body of water and/or perform samplings (larvae dipping) to determine the presence of mosquito larvae. If larvae are present, the Contractor shall treat the site per DOHMH-mandated procedures and complete and submit the required Larvicide Reporting Form and Sketch Map (Attachment D4). The Sketch Map is only required for new locations or where conditions change at a previously mapped location. Larvicides must be applied per their respective label directions and only to standing water; dry catch basins are to be inspected only. Treated catch basins are to be marked with a small dot(s) using latex spray paint. The colors to be used and their sequence will be provided by the DOHMH.

Contractor's Integrated Pest Management Program

Upon award, minimize pesticide use and employ non-chemical methods first. The Contractor shall submit an Integrated Pest Management (IPM) program within sixty (60) days after award. The Contractor shall thoroughly inspect all facilities to assess the pest population and levels.

The inspection shall include the following:

- Comprehensive site inspections to make visual observations and record evidence of the presence of pests by using monitoring devices (e.g., motion-activated cameras), baiting, or trapping.
- Identification of pest species.
- Observing conditions caused by pests and conditions that allow or encourage pest presence.
- Preparing a written inspection record with a sampling/identification of pests, including a relative measure of the pest population, and submit within sixty (60) after award.
- Provide recommendations for treatment options which will include sanitation and structural recommendations.

Contractor Requirements

Within forty-eight (48) hours of award, the Contractor shall provide the LIRR contract manager with a copy of the company business registration and a copy of the pest professionals' state certification for all technicians performing any service on site.

If technicians performing any service on site change, the Contractor shall notify the LIRR contract manager within forty-eight (48) hours and shall provide all required certifications for new employees.

Contractor's Employees

The Contractor's employees providing services under this Contract shall be trained, experienced, and licensed in the proper categories by the New York State Department of Environmental Conservation for each type of service they will be performing. All employees performing service shall have a minimum of five (5) years of commercial building experience and extensive knowledge of the five boroughs and Long Island, as many LIRR locations have

no physical address. **(NO APPRENTICES)** The Contractor is required to ensure that its service technicians are insured and kept up to date on the latest pest control services. Service technicians are to present themselves in a professional manner and shall be wearing a company uniform with the company logo visible on the shirt and/or jacket. Service technicians are to be equipped with all the necessary equipment to effectively and efficiently service assigned locations for all visits. All service technicians must carry a flashlight, their RWP training card, and other equipment, including, but not limited to, bump hats, work gloves, boots, clipboards, and miscellaneous tools, and wear an approved industry safety vest when working in all LIRR locations. The Contractor shall provide its equipment to reach heights above the floor.

The Contractor shall submit to the PM prior to the start of this Contract and annually thereafter a written report explaining the safety-training program that each employee working under this Contract undergoes. Failure to provide an annual report shall be deemed a breach of contract. The report shall list the number of classroom hours and all topics covered, including safety prevention and training with all pesticides to be used under this Contract. Only authorized and licensed Contractor personnel shall perform pesticide applications upon LIRR property.

Field Supervisor

The Supervisor is identified in this award and is the Contractor's authority to act on matters pertaining to the performance of services required under the Contract. All employees performing supervisory service shall have a minimum of five (5) years of commercial building experience. **(NO APPRENTICES)**. This individual shall ensure safety and coordinate and maintain the program routine. The supervisor has a working knowledge of this Contract and the detailed Integrated Pest Management plan and schedules for each building. The supervisor shall perform random checks of the technicians as well as review and update the log books as needed. The Contractor shall be responsible for the detailed orientation of replacement personnel unfamiliar with the facilities to be serviced. Such replacement personnel shall be familiar with both the facility and the ongoing interventions (what, where, when, and how applied) prior to servicing the facility.

Safety Requirements

The Contractor shall provide all Safety Data Sheets (SDS) to be used within one (1) week of award for review and approval by LIRR Corporate Safety. If chemicals are not approved, the Contractor is responsible to seeking an alternate for review and approval. All SDSs shall be approved by LIRR Corporate Safety prior to use of any of the chemicals.

The Contractor shall provide the necessary safety equipment and training to access elevated locations requiring treatment. This includes, but is not limited to, signal bridges and bridge seats.

Track Safety Training

For Work to be performed for LIRR, the Contractor shall provide the PM, ten (10) Working Days after the award of the Contract, a letter requesting Track Safety Training for all service technicians and supervision assigned to this Contract. The requesting letter is to include the Contract number and the names and Social Security Numbers of assigned employees.

Each Contractor employee must attend a Long Island Rail Road Roadway Worker Protection

and Contractor Safety Training annually. Contractor employees must always have their RWP training card on their person while on the property.

Note: The Contractor's service technicians are not permitted to cross tracks without protection. The LIRR will arrange for "flagging" crews for access and protection. Each department requesting service shall arrange for a flagging crew for access and protection if there is a potential to foul or be within 15 feet of main or yard tracks. Flagging requests to the LIRR Transportation department must be submitted a minimum of one business day prior to services. As such, LIRR requires confirmation of services before noon (12:00 p.m.) one business day prior to services.

Board Certified Entomologist ("BCE")

The Contractor shall provide the services of a BCE, on staff or on-call, at no additional cost to the LIRR. These services shall be utilized only upon the request of the PM. The BCE shall have a minimum of five (5) years of experience in urban entomology. After notification by the PM, the BCE shall be available within five (5) days of notification. The BCE must be available for routine and emergency consultation. The BCE's services shall include Pest identification, as well as the cause, effect, and corrective action for infestations; structural assessments of buses, facilities, and surrounding neighborhood; review and recommendations on sanitation and housekeeping programs; and inspection at the Contractor's technician's level of service. In addition, the BCE may be required to meet with LIRR management and other outside agencies i.e., NYC Mayors Rodent Task Force, NYCDOH, NCDOH, etc.

The BCE shall provide written findings and observations, and recommendations for corrective actions shall be submitted to the PM within three (3) Work Days after the field observations are performed. The name of the BCE and resume shall be submitted with the Bid. Proof of certification shall be submitted prior to award.

Contractor Service Report/Invoice

The Contractor shall provide the PM or designated person(s) a. email of the scanned service report/ticket for Scheduled Monthly Pest Treatments, Unscheduled Pest Treatments, and Emergency Pest Treatments within **twenty-four (24) hours**. The PM may require additional requirements and supporting documents. The service report/ticket and supporting documents may be required to provide the following information, as determined by the PM:

- Service Ticket#.
- Purchase Order Number.
- Service address/ location name.
- Service date.
- Service time.
- Service type (Monthly, Unscheduled, etc.)
- Type of pests treated/targeted.
- Materials and products used.
- Conditions found and recommended actions can be on a separate sheet or e-mail.
- Name/Signature of Service Technician.
- Name/Signature and pass number of attending LIRR representative.
- Assigned Vendor Number as required by the specific agency.
- Time and date applied. For m1-manned locations, both the service start and stop times.
- Photos of bait/trap placements
- Photos of captured animals/pests.

The Contractor's Service Technician is responsible for obtaining a clearly written name and pass number of the attending LIRR representative. Failure to obtain a signature with a pass number may result in non-payment of that invoice. Copies of all service tickets shall be, first emailed to the PM, then placed in the location log books, and supplied with each invoice.

This email shall be referenced on the invoice associated with the servicing, include whom the email was sent to.

Management Meetings

The Contractor and the contract administrator shall meet twice a year to review the service, Contract, and other requirements and at other times as the PM deems necessary. The PM will determine the location and time of the meeting and will include: company principle's and service supervisor.

Communications

The Contractor shall furnish service technicians and field supervision with contemporary communication instruments capable to transmit and receive within the confines of LIRR underground stations and facilities. The Contractor's office of operations must be manned Work Days by regularly assigned staff and maintain consistent business hours. Mandatory communications include telephones, answering machines, facsimile machines, cellular telephones, and/or Nextel. The majority of requested services will generally be made on Work Days between the hours of 8:00 A.M. and 5:00 P.M. However, the Contractor is expected to be on call twenty-four (24) hours a day, three hundred sixty-five (365) days per year.

Contractor Inspection and Oversight

Throughout the duration of this Contract, the locations serviced under this Contract will be inspected and technicians will be observed periodically, by the LIRR, to confirm Contractor's compliance with the Contract as well as applicable state and local laws and product labels.

Inspection results will be documented in writing. The Contractor shall be notified by the PM and promptly initiate correct actions to correct all deficiencies noted on the report. Inspections may occur day and night while work is performed and or shortly thereafter. The Contractor and staff shall adhere to LIRR directions in the field regarding health and safety.

LONG ISLAND RAILROAD
PEST CONTROL SERVICES TECHNICAL
LOCATIONS TO BE SERVICED BELOW

**MTA LONG ISLAND RAIL ROAD
FACILITY LOCATIONS FOR EXTERMINATING SERVICES
NASSAU COUNTY- GROUP I**

	Facility	Street	Town	County	Station Hours	Telephone	Service	Department	Approver	Cost Ctr
1	Baldwin Ticket Office/Station	Sunrise Highway & Grand Ave	Baldwin	Nassau	5:10 am - 12:00 pm	516-256-1518	Scheduled	Transportation Services	S. Davis	476
2	Bethpage Ticket Office/Station	Stewart Avenue & Jackson Avenue	Bethpage	Nassau	NIA	516-248-3443	Scheduled	Transportation Services	S. Davis	476
3	Cedarhurst TO/Station	Chestnut Street & Cedarhurst Ave	Cedarhurst	Nassau	NIA	516-248-3445	Scheduled	Transportation Services	S. Davis	476
4	Farmingdale TO/Station	Secatogue & Atlantic Avenue	Farmingdale	Suffolk	NIA	516-241-3443	Scheduled	Transportation Services	S. Davis	476
5	Floral Park TO/Station	Atlantic Avenue & Tulip Avenue	Floral Park	Nassau	NIA	516-248-3445	Scheduled	Transportation Services	S. Davis	476
6	Freeport Ticket Office & Station	Henry Street & Freeport Plaza	Freeport	Nassau	8:10 am - 1:00 PM	516-256-1517	Scheduled	Transportation Services	S. Davis	476
7	Glen Head TO/Station	Glen Head Road & Railroad Avenue	Glen Head	Nassau	NIA	516-248-3448	Scheduled	Transportation Services	S. Davis	476
8	Great Neck TO/Station	Middle Neck Road & Station Plaza	Great Neck	Nassau	6:10 am - 1:45 pm	516-773-3797	Scheduled	Transportation Services	S. Davis	476
9	Hempstead TO/Station	Columbia Street & Station Plaza	Hempstead	Nassau	6:10 am - 6:45 pm	516-483-6066	Scheduled	Transportation Services	S. Davis	476
10	Hewlett Ticket Office/Station	Broadway & Franklin Avenue	Hewlett	Nassau	NIA	516-248-3445	Scheduled	Transportation Services	S. Davis	476
11	Hicksville Ticket Office/Station	Newbridge Road & W. Barclay St	Hicksville	Nassau	6:10 am - 8:45 pm	516-733-3926	Scheduled	Transportation Services	S. Davis	476
12	Lido Beach Ticket Office/Station	Park Avenue & Park Place	Lido Beach	Nassau	6:10 am - 7:00 pm	516-432-0040	Scheduled	Transportation Services	S. Davis	476
13	Lynbrook Ticket Office/Station	Sunrise Highway & Broadway	Lynbrook	Nassau	5:45 am - 1:45 pm	516-887-0317	Scheduled	Transportation Services	S. Davis	476
14	Manhasset Ticket Office/Station	Plandome Road & Maple Place	Manhasset	Nassau	6:10 am - 1:45 pm	516-365-6195	Scheduled	Transportation Services	S. Davis	476
15	Massapequa Ticket Office/Station	Sunrise Highway & Broadway	Massapequa	Nassau	6:10 am - 1:45 pm	516-798-0707	Scheduled	Transportation Services	S. Davis	476
16	Massapequa Park TO/Station	Sunrise Highway & Park Blvd.	Massapequa	Nassau	NIA	631-893-2781	Scheduled	Transportation Services	S. Davis	476
17	Merrick Ticket Office/Station	Sunrise Highway & Merrick Avenue	Merrick	Nassau	6:10 am - 1:45 pm	516-378-0004	Scheduled	Transportation Services	S. Davis	476
18	Mineola Ticket Office/Station	Mineola Blvd. & Front Street	Mineola	Nassau	5:45 am - 1:15 pm	516-248-3451	Scheduled	Transportation Services	S. Davis	476
19	New Hyde Park TO/Station	New Hyde Park Road & 2nd Avenue	New Hyde Park	Nassau	NIA	516-248-3448	Scheduled	Transportation Services	S. Davis	476
20	Oceanside Ticket Office & Station	Lawson Blvd. & Weidner Avenue	Oceanside	Nassau	NIA	516-248-3445	Scheduled	Transportation Services	S. Davis	476
21	Port Washington TO/Station	Main Street & Bayles Avenue	Port Washington	Nassau	6:10 am - 8:45 pm	516-944-8114	Scheduled	Transportation Services	S. Davis	476
22	Rockville Centre TO/Station	Front St. N & Park Avenue	Rockville Centre	Nassau	5:40 am - 1:15 pm	516-766-2666	Scheduled	Transportation Services	S. Davis	476
23	Roseton Ticket Office/Station	Lincoln Avenue & Station Plaza	Roseton	Nassau	NIA	516-248-3448	Scheduled	Transportation Services	S. Davis	476
24	Seaford Ticket Office/Station	Sunrise Highway & Jackson Avenue	Seaford	Nassau	NIA	631-893-2781	Scheduled	Transportation Services	S. Davis	476
25	Syosset Ticket Office/Station	Jackson Avenue & Underhill Blvd.	Syosset	Nassau	5:40 am - 1:15 pm	516-921-0854	Scheduled	Transportation Services	S. Davis	476
26	Valley Stream Ticket Office/Station	Franklin Avenue & Sunrise Highway	Valley Stream	Nassau	6:10 am - 1:45 pm	516-825-2998	Scheduled	Transportation Services	S. Davis	476
27	Wantagh Ticket Office/Station	Wantagh & Railroad Avenue	Wantagh	Nassau	6:10 am - 1:45 pm	516-785-0024	Scheduled	Transportation Services	S. Davis	476
28	West Hempstead TO/Station	Hempstead Avenue & Hempstead Gdn	West Hempstead	Nassau	NIA	516-248-3445	Scheduled	Transportation Services	S. Davis	476
29	Westbury Ticket Office/Station	Post Avenue & Union Avenue	Westbury	Nassau	6:10 am - 1:45 pm	516-333-2882	Scheduled	Transportation Services	S. Davis	476
30	Woodmere TO/Station	Woodmere Blvd. & Cedar Lane	Woodmere	Nassau	NIA	516-248-3445	Scheduled	Transportation Services	S. Davis	476
31	Divide Tower	East of Broadway	Hicksville	Nassau	Open 24 hours		Scheduled	Transportation Services		559
32	Lead Tower	N. Side Reynolds Channel Bridge (Island Park) Lido Beach Station and Railroad Place	Long Beach	Nassau	Open 24 hours		Scheduled	Transportation Services		559
33	Nassau Tower	Main St and Railroad (200 East of Mineola Sta.)	Mineola	Nassau	Open 24 hours		Scheduled	Transportation Services		559
34	Valley Tower	East of Valley Stream Station, South Side of Sunrise Highway	Rockaway	Nassau	Open 24 hours		Scheduled	Transportation Services		559
35	Hempstead Station Locker Room	Columbia St. and Station Place	Hempstead	Nassau			Scheduled	Transportation Services		599
36	Bethpage Facility	610 Hicksville Road	Bethpage	Nassau			Scheduled	Engineering		778
37	Hicksville Track	Office Trailer (Next to Divide Tower)	Hicksville	Nassau			Scheduled	Engineering		778
38	Hicksville Freight	Charlotte Avenue and West John Street	Hicksville	Nassau			Scheduled	Engineering		778
39	Port Washington Welfare Facility	SW End of Yard S. Bayles Ave & Maple St	Port Washington	Nassau			Scheduled	Transportation Services		568

**MTA LONG ISLAND RAIL ROAD
FACILITY LOCATIONS FOR EXTERMINATING SERVICES
SUFFOLK COUNTY - GROUP II**

	Facility	Street	Town	County	Station Hours	Telephone	Service	Department	Approver	Cost Ctr
1	Babylon Ticket Office & Station	Deer Park & Railroad Avenue	Babylon	Suffolk	6:10 a.m. - 9:00 p.m.	631-376-1933	Scheduled	Transportation Services	S. Davis	476
2	Brentwood Ticket Office & Sta	Brentwood Road & Suffolk Avenue	Brentwood	Suffolk	N/A	516-248-3443	Scheduled	Transportation Services	S. Davis	476
3	Central Islip Ticket Office & Sta	Lowell Avenue & Suffolk Avenue	Central Islip	Suffolk	N/A	516-248-3443	Scheduled	Transportation Services	S. Davis	476
4	Copague T/O/Station	Great Neck Road & Marconi Blvd.	Copague	Suffolk	N/A	631-893-2781	Scheduled	Transportation Services	S. Davis	476
5	Deer Park Ticket Office & Sta	Grant & Long Island Avenue	Deer Park	Suffolk	N/A	516-248-3443	Scheduled	Transportation Services	S. Davis	476
6	Huntington Ticket Office & Sta	New York Avenue (rt 110) & Broadway	Huntington	Suffolk	5:00 a.m. - 7:40 p.m.	631-549-1126	Scheduled	Transportation Services	S. Davis	476
7	Northport Ticket Office & Station	Larkfield Road & Bellerose Avenue	Northport	Suffolk	N/A	516-248-3443	Scheduled	Transportation Services	S. Davis	476
8	Port Jefferson Ticket Office & Sta	Rt 112 (Main St.) & Oakland Ave	Pt Jeff.	Suffolk	5:25 a.m. - 1:30 p.m.	631-473-0044	Scheduled	Transportation Services	S. Davis	476
9	Ronkonkoma Ticket Office & Sta	Smithtown & Railroad Avenue	Ronkonkoma	Suffolk	5:10 a.m. - 7:15 p.m.	631-471-8538	Scheduled	Transportation Services	S. Davis	476
10	Ronkonkoma Welfare Facility	1100 Railroad Avenue	Ronkonkoma	Suffolk			Scheduled			
11	Stonybrook Ticket Office & Sta	N. Country Road & Chapman St.	Stony Brook	Suffolk	N/A	516-248-3443	Scheduled	Transportation Services	S. Davis	476
12	Wyandanch Ticket Office & Sta	Straight Path & Long Island Avenue	Wyandanch	Suffolk	N/A	516-248-3443	Scheduled	Transportation Services	S. Davis	476
13	Babylon Tower	East End of Babylon Station-North Side	Babylon	Suffolk	Open 24 Hours	718-557-2422	Scheduled	Transportation Services		559
14	Babylon Welfare Facility	70 Foxglove Road	Babylon	Suffolk			Scheduled	Transportation Services		577
15	Babylon Trailer	70 Foxglove Road	Babylon	Suffolk			Scheduled	Transportation Services		577
16	Port Jefferson Transportation	1125 Hallock Road	Port Jeff	Suffolk			Scheduled	Transportation Services		578
17	Babylon Radio Shop	70 Foxglove Road	Babylon	Suffolk			Scheduled	Engineering		728

**MTA LONG ISLAND RAIL ROAD
FACILITY LOCATIONS FOR EXTERMINATING SERVICES
MANHATTAN, BROOKLYN, AND QUEENS COUNTY - GROUP III**

	Facility	Street	Town	County	Station Hours	Telephone	Scheduled Service	Department	Approver	Cost Ctr.
1	Atlantic Terminal TO/Station	Flatbush & Atlantic Avenue	Brooklyn	Brooklyn	6:10 am - 10:00 pm	718-558-8161	Weekly	Transportation Services	S. Davis	476
2	Bayside Ticket Office/Station	212th Street & 41st Avenue	Bayside	Queens	6:10 am - 1:45 pm	718-224-0548	Monthly	Transportation Services	S. Davis	476
3	Broadway Ticket Office/Station	Northern Blvd. & Depot Road	Flushing	Queens	N/A	516-248-3448	Monthly	Transportation Services	S. Davis	476
4	Douglas Station TO/Station	235th Street & 41st Avenue	Douglas	Queens	N/A	516-248-3448	Monthly	Transportation Services	S. Davis	476
5	East New York	Atlantic Avenue & Van Sinderen Ave	Brooklyn	Brooklyn	6:30 am - 2:00 pm	212-643-5105	Monthly	Transportation Services	S. Davis	476
6	Far Rockaway TO/Station	Neameke Street & Redfern Avenue	Far Rockaway	Queens	N/A	516-248-3445	Monthly	Transportation Services	S. Davis	476
7	Flushing Ticket Office & Station	Main Street & 41st Avenue	Flushing	Queens	6:15 am - 1:55 pm	718-358-5305	Monthly	Transportation Services	S. Davis	476
8	Forest Hills Ticket Office & Sta	Austin Street & 71st Street	Forest Hills	Queens	N/A	718-558-8017	Weekly	Transportation Services	S. Davis	476
9	Jamaica Ticket Office & Station	Sutphin Blvd. & Archer Avenue	Jamaica	Queens	Open 24 hours	718-558-8275	Monthly	Transportation Services	S. Davis	476
10	Jamaica Platform C	Locker Rooms	Jamaica	Queens			Monthly	Transportation Services	S. Davis	476
11	Jamaica Elevator Pits	Under Sutphin Blvd. Viaduct	Jamaica	Queens			Monthly	Transportation Services	S. Davis	476
12	Kew Gardens Ticket Office/Station	Austin Street & Lefferts Blvd	Kew Gardens	Queens	N/A	718-558-8017	Monthly	Transportation Services	S. Davis	476
13	Little Neck Ticket Office/Station	Little Neck Parkway & 39th Road	Little Neck	Queens	N/A	516-248-3448	Monthly	Transportation Services	S. Davis	476
14	Penn Station - Ticket Office	7th Avenue & 32nd Street	NYC	NYC		212-643-5105	Weekly	Transportation Services	S. Davis	476
15	Penn Station - Information Area	7th Avenue & 32nd Street	NYC	NYC		212-643-5105	Weekly	Transportation Services	S. Davis	476
16	Penn Station - Lunch Room	7th Avenue & 32nd Street	NYC	NYC		212-643-5105	Weekly	Transportation Services	S. Davis	476
17	Penn Station - Offices (4)	7th Avenue & 32nd Street	NYC	NYC		212-643-5105	Weekly	Transportation Services	S. Davis	476
18	Penn Station - Window Sales Area	7th Avenue & 32nd Street	NYC	NYC		212-643-5105	Weekly	Transportation Services	S. Davis	476
19	Penn Station - Restrooms (2)	7th Avenue & 32nd Street	NYC	NYC		212-643-5105	Weekly	Transportation Services	S. Davis	476
20	Penn Station - MTA Police Office	7th Avenue & 32nd Street	NYC	NYC		212-643-5105	Weekly	Transportation Services	S. Davis	476
21	Penn Station - E. Concourse Storage Area Track 17	7th Avenue & 32nd Street	NYC	NYC		212-643-5105	Weekly	Transportation Services	S. Davis	476
22	Penn Station - Lost & Found Office	7th Avenue & 32nd Street	NYC	NYC		212-643-5105	Weekly	Transportation Services	S. Davis	476
23	Penn Station - Engineering Office	7th Avenue & 32nd Street	NYC	NYC		212-643-5105	Weekly	Transportation Services	S. Davis	476
24	Penn Station - Locker Room	7th Avenue & 32nd Street	NYC	NYC		212-643-5105	Weekly	Transportation Services	S. Davis	476
25	Penn Station - Stationmaster's Office	7th Avenue & 32nd Street	NYC	NYC		212-643-5105	Weekly	Transportation Services	S. Davis	476
26	Penn Station - WSY	7th Avenue & 32nd Street	NYC	NYC		212-643-5105	Weekly	Transportation Services	S. Davis	476
27	Penn Station - TVM Office	7th Avenue & 32nd Street	NYC	NYC		212-643-5105	Weekly	Transportation Services	S. Davis	476
28	Penn Station - Customer Service & Terminal Mgr	7th Avenue & 32nd Street	NYC	NYC		212-643-5105	Weekly	Transportation Services	S. Davis	476
29	Penn Station - Platform 10 E.T. & CAM Facilities	7th Avenue & 32nd Street	NYC	NYC		212-643-5105	Weekly	Transportation Services	S. Davis	476
30	Penn Station - Platform 11 Ushers Room	7th Avenue & 32nd Street	NYC	NYC		212-643-5105	Weekly	Transportation Services	S. Davis	476
31	Rosedale Ticket Office & Station	243rd Street & N. Conduit Ave	Rosedale	Queens	N/A	516-248-3445	Monthly	Transportation Services	S. Davis	476
32	Woodside Ticket Office & Station	Roosevelt Avenue & 61st Street	Woodside	Queens	6:10 am - 6:00 pm	718-551-0627	Monthly	Transportation Services	S. Davis	476
33	Print Shop	183rd Street & Liberty Avenue	Hollis	Queens	8:00 am - 4:00 pm	718-558-3765	Monthly	Transportation Services		243
34	Hillside Support Facility	183rd Street & Liberty Avenue	Hollis	Queens	8:00 am - 4:00 pm	718-558-3166	Weekly	Transportation Services		496
35	Jamaica Commissary	Archer Avenue - Under Trestle	Jamaica	Queens	7:00 am - 3:00 pm	718-558-7542	Monthly	Transportation Services		546
36	Brook Tower	Flatbush Ave Term. Between Tracks 2 and 3	Brooklyn	Brooklyn	Open 24 hours		Monthly	Transportation Services		559
37	Dunton Tower	Main Gate, East End of Yard, South Side Morris Park, Atlantic Ave 12th St	Richmond Hill	Queens	Open 24 hours		Monthly	Transportation Services		599
38	Holt Tower	Access Btu Platform, East of Jamaica Sta	Jamaica	Queens	Open 24 hours		Monthly	Transportation Services		559
39	Jay Tower	West of Jamaica Station, Platform C	Jamaica	Queens	Open 24 hours		Monthly	Transportation Services		559
40	Queens Tower	Jamaica Ave & 221st St	Jamaica	Queens	Open 24 hours		Monthly	Transportation Services		559
41	Richmond Hill Yardmaster Office	Storage Yard via 92nd Street	Richmond Hill	Queens			Monthly	Transportation Services		599
42	Trinamans Yardmaster	127th St & 91st Ave (Up Ramp)	Richmond Hill	Queens			Monthly	Transportation Services		599
43	Flatbush Yardmaster	TBD	Brooklyn	Brooklyn			Monthly	Transportation Services		599

**MTA LONG ISLAND RAIL ROAD
FACILITY LOCATIONS FOR EXTERMINATING SERVICES
MANHATTAN, BROOKLYN, AND QUEENS COUNTY - GROUP III**

44	West Side Yard - CAM Building #2	401 10th Avenue	NYC	NYC			Weekly	Transportation Services		662
45	West Side Yard - 12th Ave Wall Interior Baseboard	401 10th Avenue	NYC	NYC			Weekly	Transportation Services		662
46	West Side Yard - All Dumpster Areas	401 10th Avenue	NYC	NYC			Weekly	Transportation Services		662
47	West Side Yard - Tower Building & Facilities	401 10th Avenue	NYC	NYC			Weekly	Transportation Services		662
48	Richmond Hill Pass Yard	89th Ave & 125th Street	Richmond Hill	Queens			Monthly	Transportation Services		677
49	Sheridan Yard	89th Ave & 125th Street	Richmond Hill	Queens			Monthly	Transportation Services		677
50	Employment Office	144-15 Archer Avenue	Jamaica	Queens	9:00 am - 5:00 pm	718-558-7728	Monthly	Human Resources		973
51	Hillside Maintenance Complex	183rd Street & Liberty Avenue	Hollis	Queens	9:00 am - 5:00 pm		Monthly	M of E Department		684
52	Upper Holban Yard & Shops	Crew Building, 121st St. & Liberty Ave	Hollis	Queens			Monthly	Transportation Services		747
53	QV Track Shanty	Springfield Ave & Jamaica Ave	Queens Village	Queens			Monthly			778
54	Morris Park - Trailer	TBD	Richmond Hill	Queens						
55	Finance Building	146-11 Archer Avenue	Jamaica	Queens	9:00 am - 5:00 pm		Monthly	Finance		955
56	Information Booths	Platforms A, C, E	Jamaica	Queens			Monthly	Transportation Services	C. Long	
57	Wheelhouses	Platforms A, E	Jamaica	Queens			Monthly	Transportation Services	C. Long	
58	Ushers Lockeroom	Basement of Jamaica Main Building	Jamaica	Queens			Monthly	Transportation Services	C. Long	
59	Office Services	Trailer on Archer Avenue	Jamaica	Queens			Monthly	Transportation Services	C. Long	
60	JMOC	Portal bridge - Air Train level	Jamaica	Queens		718-558-8017	Monthly	Transportation Services	C. Long	476

RODENT CONTROL LOCATIONS IN BROOKLYN, QUEENS				
CNTY	BR	DATE	#	LOCATION
FAR ROCKAWAY BR (SOUTH QUEENS)				
QUNS	F.ROCK	STATION	LIRR	FAR ROCKAWAY STA ENTIRE AREA TO BUMPER BLOCKS.
QUNS	F.ROCK	6/3/99	PA184	60 DOUGHTY BLVD. INWOOD
QUNS	F.ROCK	7/8/99	Y224	1118 BRUNSWICK AVE. FAR ROCKAWAY.
PORT WASHINGTON BRANCH (QUEENS)				
QUNS	PT.WASH	4/26/96	PA079	94TH ST. & 44TH AVE ELMHURST
QUNS	PT.WASH	7/23/99	Y219	86-24 WHITNEY AVE ELMHURST
QUNS	PT.WASH			PEDESTRIAN UNDERPASS AT 88TH ST.
QUNS	PT.WASH	8/24/99	PA332	46-05 90TH ST. ELMHURST
QUNS	PT.WASH	4/8/96	PA057	94-30 45TH AVE QUEENS
QUNS	PT.WASH	10/22/98	PA	BETWEEN 111-114 ST. ALONG 44TH AVE ELMHURST
QUNS	PT.WASH	12/1/96	INHOUSE	97TH ST. & 45TH AVE CORONA
QUNS	PT.WASH	7/8/98	PA239	108-28 45TH AVE. CORONA
QUNS	PT.WASH	7/10/95	PA182	88TH ST. QUEENS
QUNS	PT.WASH	10/20/98	PA	DEPOT RD. BTWN 156 & 158TH ST. FLUSHING
QUNS	PT.WASH	7/21/03	55267	154-37 BARCLAY AVE. FLUSHING, NEAR STATION
QUNS	PT.WASH	2/20/97	PA024	164TH & 170TH ST. FLUSHING MAIN ST. STA. SIDE
QUNS	PT.WASH	STATION	LIRR	BROADWAY STA. ENTIRE AREA
QUNS	PT.WASH	5/3/99	PA129	40-04 & CLEARVIEW, BAYSIDE
QUNS	PT.WASH	STATION	LIRR	AUBURNDALE STA. ENTIRE AREA
QUNS	PT.WASH	8/15/00	25444	39TH AVE. & FRANCIS LEWIS BLVD.
QUNS	PT.WASH	STATION	LIRR	BAYSIDE OLD FREIGHTHOUSE AT S/WEST SIDE OF
QUNS	PT.WASH			STATION BETWEEN BELL BLVD & KELLY'S CAR WASH.
QUNS	PT.WASH	10/9/97	PA398	BOYCE AVE BETWEEN 207TH ST. & 208TH ST. BAYSIDE
QUNS	PT.WASH	7/22/96	PA158	209-50 41ST AVE. BAYSIDE INTERSECT OF CORPORAL
				KENNEDY BLVD.
QUNS	PT.WASH	STATION	LIRR	BAYSIDE STA. ENTIRE AREA
QUNS	PT.WASH	4/21/99	PA113	209-44 41ST. AVE. BAYSIDE
QUNS	PT.WASH	9/23/98	PA	BETWEEN 204TH & 205TH & 39TH AVE. BAYSIDE
QUNS	PT.WASH	7/2/99	LIRR	DOUGLSTON STA.
QUNS	PT.WASH	STATION	LIRR	LITTLE NECK ENTIRE AREA
ATLANTIC BRANCH (SOUTH QUEENS)				
QUNS	ATLANTIC	8/27/96	PA220	133-19 ATLANTIC AVE RICHMOND HILL
QUNS	ATLANTIC	7/23/99	PA255	JAMAICA 88-24 132ND ST.
QUNS	ATLANTIC	6/27/98	PA277	112-15 & 112-30 DILLON ST. JAMAICA
QUNS	ATLANTIC	10/16/98	PA415	94-44 157TH JAMAICA
QUNS	ATLANTIC	7/29/96	INHOUSE	109TH AVE PED. UNDERPASS. BEHIND 108-16 159TH ST JAM.
QUNS	ATLANTIC			165-09 & 165-15 FOCH BLVD. JAMAICA Smith & Marsden Sts.
QUNS	ATLANTIC			117TH AVE & 166TH ST. JAMAICA
QUNS	ATLANTIC	STATION	LIRR	LOCUST MANOR STA. ENTIRE AREA
QUNS	ATLANTIC	3/2/00	PA043	219-04 141ST RD. LAURELTON
QUNS	ATLANTIC	7/1/02	44178	SPRINGFIELD BLVD., FARMERSAND BEDELL.
QUNS	ATLANTIC	8/13/98	PA316	137-55 BEDELL ST. SPRINGFIELD GARDENS
QUNS	ATLANTIC	5/12/02	42767	219-15 EDGEWOOD AVE. SPRINGFIELD GARDENS
QUNS	ATLANTIC	3/2/00	PA041	137-15 BEDELL ST. SPRINGFIELD GARDENS
QUNS	ATLANTIC	8/27/96	PA207	222-25 141ST AVE. LAURELTON
QUNS	ATLANTIC	12/21/01	38798	V.D. YARD
MAIN LINE QUEENS/JAMAICA WEST				
CNTY	BR	DATE	#	LOCATION

QUNS	MAIN LINE	3/6/02	40945	RICHMOND HILL STORAGE YARD
QUNS	MAIN LINE	7/16/95	INHOUSE	JAY SHANTY JAMAICA STATION
QUNS	MAIN LINE	7/16/95	INHOUSE	HALL TOWER JAMAICA STATION
QUNS	MAIN LINE	5/25/94	INHOUSE	JAMAICA STATION DOWN ON SUPTHIN BLVD. AT LOADING DOCK AND DUMSTER AREA.
QUNS	MAIN LINE	5/25/98	PA 173	157-09 108TH AVE., JAMAICA
QUNS	MAIN LINE	6/26/02	44050	H.S.F. DUMSTER AREA TRK. # 14
QUNS	MAIN LINE	6/15/96	PA 147	175-14 93RD AVE. JAMAICA
QUNS	MAIN LINE	5/24/95	PA 109	191-12 WOOHILL ST. HOLLIS
QUNS	MAIN LINE	4/25/02	42362	HOLLIS STATION S/SIDE ON 99TH FARMERS BLVD.
QUNS	MAIN LINE	11/29/97	PA 540	185-09 HENDERSON ST. HOLLIS
QUNS	MAIN LINE	5/24/95	PA 104	99TH AVE BETWEEN 195TH & 204TH ST. HOLLIS
QUNS	MAIN LINE	8/18/94	PA104	215-04 HEMSTEAD AVE. QUEENS VILLAGE
QUNS	MAIN LINE	6/2/94	PA 079	211-15 99TH AVE QUEENS VILLAGE
QUNS	MAIN LINE	8/24/98	PA 321	98-31 211TH ST. QUEENS VILLAGE
QUNS	MAIN LINE	8/19/98	PA	98-31 212TH ST. QUEENS VILLAGE
QUNS	MAIN LINE	5/27/98	PA 172	213 -22 JAMAICA AVE. QUEENS VILLAGE (KEY FOOD)
QUNS	MAIN LINE	5/24/99	INHOUSE	222TH ST. QUEENS VILLAGE TRTACK SHANTY
QUNS	MAIN LINE	STATION	LIRR	QUEENS VILLAGE STATION & ENTIRE AREA
QUNS	MAIN LINE	4/20/00	22001	211-11 99TH AVE
QUNS	MAIN LINE			
QUNS	MAIN LINE			
QUNS	MAIN LINE			
CNTY	BR	DATE	#	MONTAUK BR CENTRAL QUEENS
QUNS	MONTAUK	11/29/97	PA 505	25-03 BORDEN AVE LONG ISLAND CITY
QUNS	MONTAUK	9/22/99	PA 319	JACKSON AVE & VERNON BLVD AT 48TH ST. & BETWEEN 48 & 50 ST.
QUNS	MONTAUK	3/25/02	41466	34-52 LAUREL HILL BLVD. MASPETH
QUNS	MONTAUK	9/11/98	PA 362	EDSEL AVE OFF CENTRAL AVE. GLENDALE
QUNS	MONTAUK	10/1/98	PA 329	61-20 71ST AVE. GLENDALE
QUNS	MONTAUK	10/ 7/ 94	PA 203	RUST ST & GRAND AVE.B.TWEEN 59TH ST & 59TH.DR.GLNDL
QUNS	MONTAUK	11/19 02	48217	72-02 72ND PLACE GLENDALE
QUNS	MONTAUK	5/9/01	PA	77TH AVE & 79TH ST GLENDALE
QUNS	MONTAUK	7/23/99	PA 254	ELLIOT & WOODHAVEN BLVD
QUNS	MONTAUK	6/10/02	43615	BETWEEN 65TH PL. & 65TH LN, MIDDLE VILLAGE
QUNS	MONTAUK	9/10/96	STATION	65-16 ADMIRAL AVE.(65TH LN & ADML AVE.) M. VILLAGE
QUNS	MONTAUK	9/12/95	PA246	RICHMOND HLL TEAM YD.(LEFFERTS BLVD. BEHIND KEY FOOD
QUNS	MONTAUK	8/13/98	PA 314	111-23 180TH ST JAMAICA
QUNS	MONTAUK	11/11/95	INHOUSE	TC 81 SIDING JAMAICA STA. JAMAICA S/SIDE OF STATION
QUNS	MONTAUK	3/1/02	40839	ST. ALBANS STATION UNDER B&B TRAILER
QUNS	MONTAUK	9/10/03	56670	93-14&15 176th st Jamaica Dead End street
QUNS	MONTAUK	9/30/02	46754	112-17 180TH ST. JAMAICA
QUNS	MONTAUK	9/2/98	PA 319	115-39 180TH ST. JAMAICA
QUNS	MONTAUK	1/2/96	PA 002	122-05 180TH ST. JAMAICA
QUNS	MONTAUK	8/24/98	PA 330	118-21 to 118-33 180TH ST. JAMAICA
QUNS	MONTAUK	8/23/96	PA 245	111-63 180TH ST. JAMAICA
QUNS	MONTAUK	9/8/96	PA 278	111-25 180TH ST. JAMAICA
QUNS	MONTAUK	9/8/96	PA 279	114-51 180TH ST JAMAICA
QUNS	MONTAUK	5/19/95	INHOUSE	HSF BEHIND FENCE BTWEEN LIBERTY AND FARMERS
QUNS	MONTAUK			ALONG HENDERSON AVE.

QUNS	MONTAUK	9/27/95	INHOUSE	112-10 DUNKIRK ST. ST. ALBANS
QUNS	MONTAUK			112-06 DUNKIRK ST. ST ALBANS
QUNS	MONTAUK	10/29/97	PA 517	120-09 ST ALBANS
QUNS	MONTAUK	8/23/96	PA 213	141ST AVE. & SPRINGFIELD GARDENS STATION
QUNS	MONTAUK	4/29/96	PA 95	137-74 WESTGATE ST. SPRINGFIELD GARDENS
QUNS	MONTAUK	9/22/98	PA 368	EDGEWOOD AVE. BETN.140TTH &141ST ST. SPFD.GARDENS
QUNS	MONTAUK	2/7/01	30325	CARSON ST,218TH ST. & 138TH AVE.SPRINGFIELD GARDENS
QUNS	MONTAUK	11/19/02	48219	226-10 MENTONE AVE. LAURELTON

COUNTY	BRANCH	LINE
NASS	MAIN	242-08 & 242-12 SUPERIOR RD. BELLEROSE
NASS	MAIN	243-02 & 243-10, 243-08 SUPERIOR RD. BELLEROSE
NASS	MAIN	BELLEROSE STATION
NASS	MAIN	244-10 & 244-12 SUPERIOR RD. BELLEROSE
NASS	MAIN	69 VASSER ST. BETWEEN 242ND & 246TH STS.
NASS	MAIN	14 TERRACE AVE. FLORAL PARK JUST EAST OF PLAINFIELD S/S BY BRIDGE.
NASS	MAIN	138 CHARLES ST. FLORAL PARK OFF JERICO TNP.
NASS	MAIN	142 CHARLES ST. FLORAL PARK OFF JERICO TNP.
NASS	MAIN	150 CHARLES ST. FLORAL PARK OFF JERICO TNP.
NASS	MAIN	4TH ST. & 120 RAILROAD AVE. NEW H. PARK BY NEW HYDE PARK RD. XING.
NASS	MAIN	MERILLON AVE STATION AROUND STATION AREA.
NASS	MAIN	WHITEHALL BLVD DEAD END TO TRACKS S/S EAST OF MERILLON AVE. STATION
NASS	HEMP	KILDARE RD. TO WICKMAN RD. GARDN CITY WEST OF MERILLON AVE. STATION
NASS	HEMP	174 MEADOWBROOK RD. GARDEN CITY
NASS	HEMP	SACKVILLE RD. GARDEN CITY
NASS	MAIN	MINEOLA STATION AROUND STA. AREA
NASS	MAIN	MINEOLA SHANTY & ENTIRE AREA
NASS	MAIN	COTTAGE PL. OFF ROSLYN RD. MINEOLA
NASS	MAIN	70 & 90 ALBERSTON PL. MINEOLA
NASS	MAIN	190 ALBERSTON PL. MINEOLA
NASS	MAIN	222 ALBERSTON PL. MINEOLA
NASS	MAIN	250 MAPLE PL. MINEOLA
NASS	MAIN	CARL PLACE STA. AROUND STA. AREA
NASS	MAIN	16 GARDEN PLACE, CARL PLACE
NASS	MAIN	26 GARDEN PLACE CARL PLACE
NASS	MAIN	91 ATLANTIC AVE CARL PLACE
NASS	MAIN	WESTBURY STA. ENTIRE AREA
NASS	MAIN	GLEN COVE RD. BEHIND TOYS R US
NASS	MAIN	125 HENRY ST. WESTBURY
NASS	MAIN	HICKSVILLE STA. ENTIRE AREA
NASS	MAIN	HICKSVILLE FRT. YARD
NASS	PT JEFF	250 MILLER PLACE, HICKSVILLE
NASS	MAIN	57 LAWNVIEW AVE. HICKSVILLE
NASS	PT JEFF	7 KENNETH CRT. HICKSVILLE
NASS	MAIN	61 SOUTH 4TH ST. BETHPAGE
NASS	MAIN	119 SOUTH 6TH BETHPAGE
NASS	MAIN	FARMINGDALE STA. ENTIRE AREA
NASS	MAIN	40 WOODBINE CRT. FLORAL PARK

COUNTY	BRANCH	WEST HEMPSTEAD BR. CENTRAL TO SOUTH
NASS	HEMP	40 WOOBINE COURT FLORAL PARK
NASS	HEMP	15 MAGNOLIA AVE FLORAL PARK
NASS	HEMP	57 MAGNOLIA AVE. FLORAL PARK
NASS	HEMP	67 MAGNOLIA AVE. FLORAL PARK
NASS	HEMP	STEWART MANOR CORNER OF PLAZA RD. & WILSON ST.
NASS	HEMP	87 BROMLEIGH RD. STEWART MANOR
NASS	HEMP	DOVER AND CARLTON TERR. STEWART MANOR
NASS	HEMP	BROMLEIGH ROAD & NORTH AVE. STEWART MANOR
NASS	HEMP	2,7,&16 ELTON RD. STEWART MANOR
NASS	HEMP	S/S OF ROW ADJ TO G.C. COUNTRY CLUB
		E/ OF EDMERE RD. BRIDGE.
NASS	HEMP	75' WEST OF TANNERS POND RD. BY G.C. COLF COURSE
NASS	HEMP	EUSTON RD. & NASSAU BLVD. STA. GARDEN CITY
NASS	HEMP	KENNINGSTON RD. & WHITEHALL BLVD. GARDEN CITY
NASS	HEMP	78 KILBURN RD. GARDEN CITY
NASS	HEMP	COUNTRY LIFE PRESS STA. ENTIRE AREA
NASS	HEMP	VICINITY OF 2ND AVE GARDEN CITY
NASS	HEMP	FRANKLIN AVE & HILTON AVE GARDEN CITY IN PARKING LOT
NASS	HEMP	7S NORTH OF RAILROAD.
NASS	HEMP	647 FRANKLIN AVE GARDEN CITY
NASS	HEMP	HEMPSTEAD STA. ALONG ROW
COUNTY	BRANCH	WEST HEMPSTEAD BR. CENTRAL TO SOUTH NASSAU
NASS	W. HEMP	MALVERN STA. ENTIRE AREA FROM XING TO XING
NASS	W. HEMP	143 CHURCH ST. MAVERNE
NASS	W. HEMP	414 OCEAN AVE. MAVERNE
NASS	W. HEMP	LAKEVIEW STA. ENTIRE AREA
NASS	W. HEMP	524 MOHAUK RD. W. HEMPSTEAD
NASS	W. HEMP	HEMPSTEAD GARDENS STA. ENTIRE AREA
NASS	W. HEMP	WEST HEMPSTEAD STA. ENTIRE AREA ACROSS FROM A&P
COUNTY	BRANCH	LONG BEACH BRANCH (SOUTH NASSAU)
NASS	L. BEACH	LYNBROOK STA. ENTIRE AREA
NASS	L. BEACH	EAST ROCKAWAY STA. ENTIRE AREA
NASS	L. BEACH	87,99,131, NASSAU LANE ISLAND PARK, 3 STOPS
NASS	L. BEACH	141 NASSAU LANE ISLAND PARK
NASS	L. BEACH	31 QUEBEC RD. ISLAND PARK
NASS	L. BEACH	ATLANTIC AVE. OCEANSIDE
NASS	L. BEACH	LONG BEACH STA. TRACKS DUMPSTER & B. BLOCK AREA

COUNTY	BRANCH	MONTAUK BR SOUTH NASSAU
NASS	MONT	153 BUSKNELL ST. VALLEY STREAM W/ OF CENTRAL AVE.
NASS	MONT	SUNRISE HWY(CORNER OF PENN BLVD.LYNBROOK)
NASS	MONT	PARK PLACE LYNBROOK
NASS	MONT	ALL OVERGRADE BRIDGES SIDE ENBANKMENTS FROM
NASS	MONT	LYNBROOK TO FREEPORT
NASS	MONT	5&7 LEEMAN PL. LYNBROOK
NASS	MONT	BROOKLYN AVE W/S OF GRAND AVE. TO
		MAPLE AVE. BALDWIN
NASS	MONT	2163 CHESTNUT ST. BALDWIN
NASS	MONT	BALDWIN STA. ENTIRE AREA
NASS	MONT	FREEPORT STA AND ENTIRE AREA FROM OCEAN TO
		LONG BEACH RD.
NASS	MONT	412 ABERMARL AVE. BELLMORE N/S.
NASS	MONT	BELLMORE STA. ENTIRE AREA
NASS	MONT	S.O.B. EXPRESS. MEETS PARK AVE. 3728 PARK AVE.
NASS	MONT	WANTAGH (WORLD GYM)
NASS	MONT	SUNRS HWY,BTWN WASHINGTON & SEAMANS NECK RD.
NASS	MONT	SEAFORD STATION
NASS	MONT	MASSAPEQUA STA. ENTIRE AREA
COUNTY	BRANCH	FAR ROCK SOUTH NASSAU
NASS	F.ROCK	GIBSON STA. ENTIRE AREA
NASS	F.ROCK	174 GIBSON BLVD. VALLEY STREAM
NASS	F.ROCK	22 GIBSON BLVD. VALLEY STREAM
NASS	F.ROCK	221 WASHINGTON AVE. CEDARHURST
NASS	F.ROCK	1118 BRUNSWICK LANE
NASS	F.ROCK	60 DOUGHTY BLVD.
NASS	F.ROCK	340 & 344 OAK DR. HEWLET
COUNTY	BRANCH	PORT JEFFERSON BRANCH
NASS	P.JEFF	20 DEER LA. HICKSVILLE
NASS	P.JEFF	39 DEER LA. HICKSVILLE
NASS	P.JEFF	43 DEER LA. HICKSVILLE
NASS	P.JEFF	73 & 8 ARIZONA AVE. SYOSSET
NASS	P.JEFF	SYOSSET SUB BY UNDERHILL RD. END OF TEAM YD.
NASS	P.JEFF	N/SIDE NEXT TO GARDEN CENTER.
NASS	P.JEFF	JACKSON AVE & UNDERHILL RD. NORTH SIDE SYOSSET.
COUNTY	BRANCH	RONKONKOMA BR (CENTRAL NASSAU/EAST)
NASS	MAIN	FARMINGDALE STA. ENTIRE AREA.
NASS	CENT B.	RTE110 TO MAIN ST.(BORDERS JAMES ST. SOUTH FARM DLE
NASS	MAIN	72 HAMPSHIRE DR. FARMINGDALE
NASS	MAIN	638 L.I. AVE S/S/ W. 8TH ST & 9TH ST. DEER PARK
NASS	CENT B.	CLIFFORD DRIVE FARMINGDALE
COUNTY	BRANCH	OLD CENTRAL BR (CENTRAL NASSAU)
NASS	OLD CEN	401 & 407 CLEAR MEADOW DR. EAST MEADOW
NASS	OLD CEN	58 MARTIN ROAD BETHPAGE
NASS	OLD CEN	3551 TO 3599 MALLARD RD. LEVITTOWN
NASS	OLD CEN	25' E/OF CROCUS LNE. S/S OF 15 CROCUS LNE. AT ORCHID
NASS	OLD CEN	ST. LEVITTOWN.
NASS	OLD CEN	56 & 74 MEDERIDIAN RD. LEVITTOWN

COUNTY	BRANCH	LOCATION
OYSTERBAY BRANCH (NORTH NASSAU)		
NASS	OYSBAY	159 TO 200 BENGFIELD DR. EAST WILLISTON
NASS	OYSBAY	53 ALBERTSON AVE ALBERTSON
NASS	OYSBAY	GREENVALE STA. ENTIRE AREA
NASS	OYSBAY	3 CEDAR SWAMP RD. GLEN COVE
NASS	OYSBAY	4 TO 8 BIRCH HILL ROAD LOCUST VALLEY
NASS	OYSBAY	OYSTER BAY STA. ENTIRE AREA
NASS	OYSBAY	GLEN ST., ELM ST., NEAR CAMBRIDGE COURT
PORT WASHINGTON BRANCH (NASSAU)		
NASS	PT.WASH	GREAT NECK STA. ENTIRE AREA
NASS	PT.WASH	MANHASSET STA. ENTIRE AREA
NASS	PT.WASH	PORT WASHINGTON STA. ENTIRE AREA
MONTAUK BRANCH (SUFFOLK)		
SUFF	MONT	OAKDALE STATION ENTIRE AREA
SUFF	MONT	SAYVILLE STATION ENTIRE AREA
SUFF	MONT	89 IRISH LANE EAST ISLIP
SUFF	MONT	FOXGLOVE RD. ALONG FENCE OF BABYLON YARD
SUFF	MONT	39 LOGUST ST. BAYPORT
SUFF	MONT	BABYLON PASS. YARD AROUND SIGNAL TRAILER
SUFF	MONT	BELMONT JUNCTION, GREAT EAST NECK RD.
SUFF	MONT	848 TO 862 LONG ISLAND AVE DEER PARK
MAIN LINE (SUFFOLK)		
SUFF	MAIN	PINAIRE YARD AROUND ALL TRAILERS
SUFF	MAIN	OLD REPUBLIC STATION
SUFF	MAIN	WYANDANCH STATION ENTIRE AREA
SUFF	MAIN	MP 36 BETWEEN 8TH & 9TH STS. ALONG L.I. AVE. WYANDNC
SUFF	MAIN	DEER PARK STATION ENTIRE AREA
SUFF	MAIN	848 TO 862 LONG ISLAND AVE DEER PARK
SUFF	MAIN	BRENTWOOD STATION ENTIRE AREA
SUFF	MAIN	CENTRAL ISLIP STATION ENTIRE AREA
SUFF	MAIN	RONKONKOMA YARD EAST END DUMSTER
PORT JEFF BRANCH (SUFFOLK)		
SUFF	P. JEFF	HUNTINGTON STATION ENTIRE AREA
SUFF	P. JEFF	WEST OF RTE. 110 EMPLOYEE PARKING LOT
SUFF	P. JEFF	SIGNAL HEADQUARTERS WEST OF RTE. 110
SUFF	P. JEFF	GREENLAWN STATION ENTIRE AREA UP TO R.R. AVE.
SUFF	P. JEFF	79 RAILROAD AVE. GREENLAWN ADJ. TO OUR PROPERTY
SUFF	P. JEFF	158 STONY HOLLOW RD. EAST NORTHPORT
SUFF	P. JEFF	KETCHUM CRT. BETWEEN LARKFIELD & OLD BRIDGE IN NORTHPORT
SUFF	P. JEFF	12 LELAND ST., EAST NORTHPORT-DANIEL LEES 631-757-3949
SUFF	P. JEFF	7 FRESCO CRT. BETWEEN LARKFIELD & ELWOOD RDS.
SUFF	P. JEFF	2 ATHENS CRT. ADJ TO PROPERTY
SUFF	P. JEFF	KINGS PARK STATION ENTIRE AREA
SUFF	P. JEFF	62 VANDERBILT AVE. ST. JAMES
SUFF	P. JEFF	STONYBROOK STATION ENTIRE AREA

Section B: Operator Service Ticket

PEST AND ANIMAL CONTROL OPERATOR SERVICE TICKET

Service Ticket #:	Service Date:
Purchase Order #:	Service Time (Start & End):
Service Type (Choose One): Monthly – Unscheduled – Emergency	
Targeted Animal/Pest:	
Materials/Products Used and Locations:	

Conditions Observed and Performed/Recommended Actions:

Service Technician Name:

LIRR Representative Name & IBM:

Service Technician Signature:

LIRR Representative Signature:

PLEASE PROVIDE ADDITIONAL PROOF OF THE SERVICES CONDUCTED SUCH AS PHOTOS OF THE SITE AND THE CAPTURED WILDLIFE.

SECTION C- MTA DEPARTMENT OF BUSES TECHNICAL SPECIFICATIONS

Buses-General

Introduction

Department of Buses (DOB), and MTA Bus Company (MTABC), are part of the largest public transportation Authority in the world, operating twenty-four (24) hours a day, seven (7) days a week.

DOB and MTABC seeks a Contractor to provide Pest control services, including but not limited to, monitoring and identifying pests and underlying causes of pest infestations, pest prevention, overall contract management, all supervision, service technicians, labor, pesticides, rodenticides, traps, secured multitask bait stations, mechanical catch traps paste or gel baits, pest monitors, sticky traps, vehicles, materials and equipment necessary to lawfully treat (chemically and/or mechanically) and control and/or prevent infestation or re-infestation of pests on buses owned, leased, rented, managed and/or maintained by DOB and MTA. The MTA reserves the right to add or delete locations with buses at any time. The Contractor shall be registered and licensed with the appropriate federal, state, and local regulatory agencies. Treatments shall be performed according to all federal, state, and local regulations.

Project Manager

The Contractor will only work with and direct all correspondence or communications to the MTA Project Manager or designee which will be provided at time of award.

Targeted Pests

Targeted Pests include, but are not limited to ants, bats, bedbugs, bees, hornets, wasps, crickets, earwigs, fleas, flies, gnats, lice, mice, clover mites, mosquitoes, rats, roaches of all kinds, spotted lanternflies, shrews, silverfish, slugs, snails, snakes, spiders, termites, and any other occasional vermin/insect.

Service Treatments

The Contractor will be required to perform bus treatments between the hours of 10:00PM and 5:00AM as directed in the technical specification for those services.

At the discretion of the Project Manager and with the concurrence of the Contractor, the above hours and days of service are subject to change to accommodate special conditions. Additionally, some services may be required on evenings, and weekends. The Contractor will be required to provide extermination services at such times and days, when required. The Contractor is required to provide adequate and dedicated staffing to ensure that all requests are treated within the stated service response times.

Upon arrival at a DOB/MTA Bus location, the service technician will be required to call a designated location contact prior to commencing treatment. A list of contacts shall be provided by the Project Manager after award and will be updated periodically.

All equipment and materials utilized in the performance of the Work required under this contract shall be included in the corresponding price schedule rate, except for rat bait stations which will be an additional charge as per the designated price schedule line item.

Web Based Portal

The Contractor shall provide an independently owned web-based platform (portal), that will provide the Project Manager with the following:

- Service Reports that indicate the Employee, Date, Location, Duration (start and end time), Services provided, Products used, Observations, and Recommendations of each billed service.
- Bus Treatment History- (the ability to identify the number and dates of all treatment history Service Reports associated with the Bus number)
- Twenty-Four (24) hour access to review service reports.
- Private and secure Login and Password.
- Ability to search treatment history by Bus Number and Barcode
- Ability to view, export and print service data and reports.
- Ability to request/create custom reporting of services provided.

The Contractor shall provide training for the Project Manager on how to access and utilize the Web Based Portal.

Logbooks for Locations

The Contractor shall provide and establish logbooks with dividers that shall contain the following items as set forth below. A separate book (three ring binders) shall be provided and placed by the pest control company in the Unscheduled Supervisor's office in each facility. At the Project Manager's discretion, additional books may be required within certain facilities or departments as directed at no additional cost. Each book shall have the Contractor's name and or logo affixed to the front and spine of the book. The Contractor is required to sign in the logbook, check the complaint logs and place a copy of the signed service report upon completion of each visit into the logbook. Each logbook shall contain the following information:

- A technician sign in sheet. (Date/Time/Service Rendered/Print Name/Signature)
- A customer complaint log sheet.
- A distinct service report for that day and service describing in detail the actions that were performed.
- All updated SDS and labels for pesticide, to be used on site.

The Contractor shall provide completed books within 30 days following the contract start date. A completed sample book must be sent to the Project Manager ten (10) days after the award of the contract for approval. The Contractor is required to keep the books up to date.

Contractor's Employees

The Contractor's employees providing services under this contract shall be trained and licensed in the proper categories by the New York State Department of Environmental Conservation for each type of service that they will be performing. Upon award of contract the vendor must provide a copy of the company business registration and the pest professionals' state certification for all technicians that will perform any service on site. If the Contractor changes technicians, the Contractor shall notify the Project Manager and provide a copy of the new technician's information when changes occur. The Contractor is required to ensure that its service technicians are insured and kept up to date on the latest pest control services. Service technicians are to present themselves in a professional manner and shall be wearing a company uniform with the company logo visible on the shirt and/or jacket. Service technicians are to be equipped with all the necessary equipment to effectively and efficiently service assigned locations for all visits. All service technicians must carry a flashlight, and other equipment including, but is not limited to bump hats, work gloves, safety shoes, clipboards, miscellaneous tools, and wear an approved industry safety vest when working in all D.O.B. locations. Service technicians must wear approved safety vests or other approved reflective clothing in high traffic areas such as yards & depots." Contractor shall provide its own equipment to reach heights above, off the floor.

Field Supervisor

The supervisor is identified in this award and is the Contractor's authority to act on matters pertaining to the performance of services required under the Contract. All employees performing supervisory service shall have a minimum of five (5) years commercial building experience. **(NO APPRENTICES)** This individual shall assure safety and carry out coordination and continuity of the program routine. The supervisor must have a working knowledge of this Contract, the detailed Integrated Pest Management Plan and schedule for each building. The supervisor shall perform random check of the technicians as well as review and update the logbooks as needed.

The Contractor shall be responsible for the detailed orientation of replacement personnel who are not familiar with the facilities to be serviced. Such replacement personnel shall be familiar with both the facility and the ongoing interventions (what, where, when and how applied) prior to servicing the facility.

Pesticides and Monitoring of Pests

The Contractor shall submit to the Project Manager the product names and (Safety Data Sheet SDS) sheets of all proposed pesticides, fumigants, and contact kill sprays to the Project Manager for review by each MTA Agency's Office of System Safety prior to award. Only products approved by the Project Manager are permitted for use. No substitutions are allowed without prior written approval by each MTA Agency's Office of System Safety.

The Contractor shall only apply that amount of material that is sufficient for complete pest control and will not damage or stain the surface upon which the material is placed. Upon completion of pesticide applications, the Contractor shall remove all pesticide containers and applicators from treated MTA Agency locations. Disposal of pesticides on MTA Agency property is prohibited. All pesticides applied shall be registered with the appropriate federal, state, and local regulatory agencies. Pesticide transport, handling and use shall be in strict accordance with the manufacturer's label instructions and all applicable federal, state, and local laws and regulations.

The Contractor shall ensure that adequate ventilation is provided to minimize airborne concentration of pesticides in the treated area. Prior to treatment if pesticide label directions mandate, the Contractor will confirm with location supervision that fans, air conditioners and ventilation systems have been turned off by Authority personnel in all areas to prevent ventilation into occupied areas. The Contractor shall not apply pesticides into any air conditioning or heating system, upon any seat, handrails or areas touched or occupied directly or indirectly by passengers or employees. All exposed surfaces shall be wiped clean of all excess pesticides.

Board Certified Entomologist (BCE)

The Contractor shall provide the services of a BCE, on staff or on call, at no additional cost to the Authority. These services shall be utilized only upon the request of the Project Manager. The BCE shall have a minimum of five (5) years' experience in urban entomology. After notification by the Project Manager, the BCE shall be available within five (5) days of notification. The BCE must be available for routine and emergency consultation. The BCE's services shall include Pest identification, as well as the cause, effect, and corrective action for infestations, structural assessments of buses, facilities and surrounding neighborhood, review and recommendations on sanitation and housekeeping programs; and inspect the Contractor's technician's level of service. In addition, the BCE may be required to meet with Authority management.

The BCE shall provide written findings and observations and recommendations for corrective actions shall be submitted to the Project Manager within three (3) workdays after the field observations are performed. The name of the BCE and resume shall be submitted with the Bid. Proof of certification shall be submitted prior to award.

Contrator Service Report/Invoice

The Contractor shall provide to the Project Manager or designated person(s) a service report/ticket for all services and treatments. Additional requirements and supporting documents may be required by the Project Manager. The service report/ticket and supporting documents may be required to provide the following information, as determined by the Project Manager:

- Service Ticket#.
- Purchase Order Number.
- Service address/ location name. Service date.
- Service time.
- Service type (Monthly, Unscheduled, etc.)
- Type of pest treated targeted.
- Materials and products used.
- Conditions found and recommended actions, which can be on a separate sheet or e-mail.
- Name/Signature of Service Technician.
- Name/Signature and pass number of attending Authority representative.
- Assigned Vendor Number as required by the specific agency.
- Time and date of treatment

It is the responsibility of the Contractor's Service Technician to obtain a clearly written name and pass number of an MTA location supervisor. Failure to obtain a signature with a pass number may result in non-payment of that invoice. Copies of all service tickets shall be placed in the location log books, as well as supplied with each invoice.

Communications

The Contractor shall furnish service technicians and field supervision with contemporary communication instruments capable to transmit and receive within the confines of Authority and bus facilities.

Contractor's office of operations must be manned weekdays by regular assigned staff and maintain consistent business hours. Mandatory communications include telephones, voicemail, email, cellular telephones and/or messaging through required portal system provided by Contractor. The Contractor is expected to be on call twenty-four (24) hours a day, three hundred sixty-five (365) days per year.

Contractor's Integrated Pest Management Program

Upon award the Contractor shall submit an Integrated Pest Management Program outlining suggested treatment protocols for buses with a view to controlling and/or eliminating roach infestations. The Contractor shall provide this Program within 30 days of award.

Bus Treatment Services

The Contractor shall provide scheduled service for each bus four to six (4-6) times a year as part of a depot "fleet treatment" scheduled by the Project Manager and individual treatment of buses ("special request treatment") as often as needed as a result roach sightings as directed by the Project Manager. Approximately six thousand (6000) buses are distributed among depots, base shops, and repair facilities as set forth in Attachment A. Each of the twenty-eight bus depots has between 100 and 330 buses.

Upon contract award the Contractor shall place a barcode label on each bus, in the rear under the back seat. The barcode will be tied to the bus number in a Contractor provided web portal system, accessible

24/7 by the Project Manager. For a bus treatment to be considered complete, the bar code must be scanned with a timestamped record in the portal system. The portal shall include a treatment history for each bus, including but not limited to, treatment date and time, the name of the Contractor employee that rendered treatment, products used and any additional observations/comments. **The barcode/portal system must be demonstrated by the Contractor prior to contract award.**

The Contractor shall maintain a data base of buses, their numbers, location(s) dates of treatment, products used and observations regarding sanitation, structural and roach activity to be available to the Project Manager via portal.

The Contractor shall record signature, date and service notes in logbook located in the depot's Unscheduled Supervisors office upon completion of each service.

The Contractor shall make all notes, observations of the bus, regarding sanitation, structural and roach activity for each service performed within twenty-four (24) hours of each treatment via portal.

The Contractor shall not apply any pesticide in any bus occupied by any authority personnel.

The Project Manager shall notify the Contractor when the operational fleet numbers change and work with the Contractor to incorporate all new bus information into the service schedule and contractor portal.

The Project Manager shall approve products used for treatment. A schedule will be provided by the Project Manager after award of the contract. Bus service shall require the Contractor to utilize a minimum of two (2) different products for each treatment (i.e., Gel/Puck).

The Project Manager may change the products and schedule as needed. Project Manager shall provide notice one (1) week prior to such changes.

Bus Special Requests

The Contractor shall respond and perform treatment on buses identified at NYCT and MTABC depots no later than two business days after the request by the Project Manager. The Contractor shall perform this service between 10:00PM and 5:00AM unless approval to perform a special at an alternative time is granted by the project manager prior to the service beginning. All available buses (as determined by DOB GPS records) included on the Project Managers request must be treated during the scheduled visit.

The Contractor shall note each bus, (by the depot location and bus number), treated after each service and transmit to the Project Manager via portal. If the service report does not contain the bus numbers treated, the service will be deemed incomplete, and the Contractor will not be compensated.

Contractor shall be responsible for lifting the rear seat to allow pesticide application, scanning of the bar code, and then returning it to its original position.

The Contractor shall supplement the bait placement based on their experience and observation during the application process.

A minimum of two (2) bait stations shall be placed behind or under the back seats and a minimum of two (2) in the area surrounding the driver's seat. The installation and inspection dates shall be noted in permanent marker or pen on the top or underside of each station. All bait stations shall be changed out every treatment. Bait stations shall not be reused under any circumstance. All units removed must be

disposed of by the Contractor off Authority property. Bait stations will be placed at no additional charge to the Authority. If a change in treatment protocol is determined appropriate by the Project Manager, the Contractor may be directed to forego the placement of bait stations and replace them with another treatment method.

All “special request” buses not available for treatment must be noted on the work order as “unavailable” and signed by an MTA employee. Failure to do so may result in the nonpayment of the trip charge set forth in the price schedule.

For Bed Bug Treatment without Canine, the Contractor shall respond and perform treatment within twenty-four (24) hours of the request by the Project Manager. This service will include inspection by a Pest Management Professional trained in the detection of bed bugs as well as treatment of the condition. The rate set forth in the price schedule includes all inspection costs, treatment, and travel expenses.

For Bed Bug Treatment with Canine, the Contractor shall respond and perform treatment within twenty-four (24) hours of the request by the Project Manager. This service will include a canine trained and certified in the detection of bed bugs as well as treatment of the condition. The rate set forth in the price schedule includes all inspection costs, treatment and travel expenses.

Trip charge for Bus Specials Request only, not for fleet treatments. Bus “special request” trip charge (one per depot, per visit).

Fleet Rotations

Bus Fleet Treatment

Contractor shall provide a dedicated team for bus fleet treatments. The arrival time for fleet treatment should be no earlier than 10:00 p.m. and no later than 12:00 a.m. unless prior arrangement has been agreed upon by Project Manager. The fleet team must include a team Supervisor/Leader along with enough technicians to complete the service for each depot over the course of a week. Treatments must be performed on consecutive nights unless otherwise specified by the Project Manager. The Contractor will be required to service an average of (10) ten depots per month. A minimum 90% treatment rate at each depot will be required to consider the treatment complete. The Project Manager will provide a list of depot fleets to be treated each month, 7 days prior to the beginning of the month. During times of heavy roach activity, the vendor may need to treat up to 14 depots in a month and must have adequate personnel to support that requirement.

Contractor shall record the date of treatment for each bus on the rotation sheet provided by depot personnel as well as the Contractors service report.

Trip charges are for Bus Specials Request only, not fleet treatments. (One per depot, per visit)

SECTION C MTA DEPARTMENT OF BUSES TECHNICAL SPECIFICATIONS CLASS B (FACILITIES)

Facilities-General

Introduction

Department of Buses (DOB), and MTA Bus Company (MTABC), are part of the largest public transportation Authority in the world, operating twenty-four (24) hours a day, seven (7) days a week.

DOB and MTABC seeks a Contractor to provide Pest control services, including but not limited to, monitoring and identifying pests and underlying causes of pest infestations, pest prevention, overall contract management, all supervision, service technicians, labor, pesticides, rodenticides, traps, secured multitask bait stations, mechanical catch traps paste or gel baits, pest monitors, sticky traps, vehicles, materials and equipment necessary to lawfully treat (chemically and/or mechanically) and control and/or prevent infestation or re-infestation of pests at employee facilities, office locations and buses on property owned, leased, rented, managed and/or maintained by DOB and MTA. The MTA reserves the right to add or delete locations at any time. The Contractor shall be registered and licensed with the appropriate federal, state, and local regulatory agencies. Treatments shall be performed according to all federal, state, and local regulations.

Project Manager

The Contractor will only work with and direct all correspondence or communications to the MTA Project Manager or designee which will be provided at time of award.

Targeted Pests

Targeted Pests include, but are not limited to ants, bats, bedbugs, bees, hornets, wasps, crickets, earwigs, fleas, flies, gnats, lice, mice, clover mites, mosquitoes, rats, roaches of all kinds, spotted lanternflies, shrews, silverfish, slugs, snails, snakes, spiders, termites, and any other occasional vermin/insect.

Service Treatments

The Contractor will be required to perform Facility Scheduled and Unscheduled Pest Management Services between the hours of 7:00 A.M. to 4:00 P.M. weekdays.

At the discretion of the Project Manager and with the concurrence of the Contractor, the above hours and days of service are subject to change to accommodate special conditions. Additionally, some services may be required on evenings, and weekends. The Contractor will be required to provide extermination services at such times and days, when required. The Contractor is required to provide adequate and dedicated staffing to ensure that all scheduled, unscheduled, and emergency requests are treated within the stated service response times.

Upon arrival at a DOB/MTA Bus location, the service technician will be required to call a designated location contact prior to commencing treatment. A list of contacts shall be provided by the Project Manager after award and will be updated periodically.

All equipment and materials utilized in the performance of the Work required under this contract shall be included in the corresponding price schedule rate, except for rat bait stations which will be an additional charge as per the designated price schedule line item.

Web Based Portal

The Contractor shall provide an independently owned web-based platform (portal), that will provide the Project Manager with the following:

- Service Reports that indicate the Employee, Date, Location, Duration (start and end time), Services provided, Products used, Observations, and Recommendations of each billed service.
- Twenty-Four (24) hour access to review service reports.
- Private and secure Login and Password.
- Ability to view, export and print service data and reports.
- Ability to request/create custom reporting of services provided.

The Contractor shall provide training for the Project Manager on how to access and utilize the Web Based Portal.

Logbooks for Locations

The Contractor shall provide and establish logbooks with dividers that shall contain the following items as set forth below. A separate book (three ring binders) shall be provided and placed by the pest control company in the Unscheduled Supervisor's office in each facility. At the Project Manager's discretion, additional books may be required within certain facilities or departments as directed at no additional cost. Each book shall have the Contractor's name and or logo affixed to the front and spine of the book. The Contractor is required to sign in the logbook, check the complaint logs and place a copy of the signed service report upon completion of each visit into the logbook. Each logbook shall contain the following information:

- A technician sign in sheet. (Date/Time/Service Rendered/Print Name/Signature)
- A customer complaint log sheet.
- A distinct service report for that day and service describing in detail the actions that were performed.
- All updated SDS and labels for pesticide, to be used on site.
- A floorplan of rat bait stations placed throughout the location.

The Contractor shall provide completed books within 30 days following the contract start date. A completed sample book must be sent to the Project Manager ten (10) days after the award of the contract for approval. The Contractor is required to keep the books up to date.

Contractor's Employees

The Contractor's employees providing services under this contract shall be trained and licensed in the proper categories by the New York State Department of Environmental Conservation for each type of service that they will be performing. Upon award of contract the vendor must provide a copy of the company business registration and the pest professionals' state certification for all technicians that will perform any service on site. If the Contractor changes technicians, the Contractor shall notify the Project Manager and provide a copy of the new technician's information when changes occur. The Contractor is required to ensure that its service technicians are insured and kept up to date on the latest pest control services. Service technicians are to present themselves in a professional manner and shall be wearing a company uniform with the company logo visible on the shirt and/or jacket. Service

technicians are to be equipped with all the necessary equipment to effectively and efficiently service assigned locations for all visits. All service technicians must carry a flashlight, and other equipment including, but is not limited to bump hats, work gloves, safety shoes, clipboards, miscellaneous tools, and wear an approved industry safety vest when working in all D.O.B. locations. Service technicians must wear approved safety vests or other approved reflective clothing in high traffic areas such as yards & depots.” Contractor shall provide its own equipment to reach heights above, off the floor.

Field Supervisor

The supervisor is identified in this award and is the Contractor's authority to act on matters pertaining to the performance of services required under the Contract. All employees performing supervisory service shall have a minimum of five (5) years commercial building experience. **(NO APPRENTICES)** This individual shall assure safety and carry out coordination and continuity of the program routine. The supervisor must have a working knowledge of this Contract, the detailed Integrated Pest Management Plan and schedule for each building. The supervisor shall perform random check of the technicians as well as review and update the logbooks as needed.

The Contractor shall be responsible for the detailed orientation of replacement personnel who are not familiar with the facilities to be serviced. Such replacement personnel shall be familiar with both the facility and the ongoing interventions (what, where, when and how applied) prior to servicing the facility.

Pesticides and Monitoring of Pests

The Contractor shall submit to the Project Manager the product names and (Safety Data Sheet SDS) sheets of all proposed pesticides, fumigants, and contact kill sprays to the Project Manager for review by each MTA Agency's Office of System Safety prior to award. Only products approved by the Project Manager are permitted for use. No substitutions are allowed without prior written approval by each MTA Agency's Office of System Safety.

The Contractor shall only apply that amount of material that is sufficient for complete pest control and will not damage or stain the surface upon which the material is placed. Upon completion of pesticide applications, the Contractor shall remove all pesticide containers and applicators from treated MTA Agency locations. Disposal of pesticides on MTA Agency property is prohibited. All pesticides applied shall be registered with the appropriate federal, state, and local regulatory agencies. Pesticide transport, handling and use shall be in strict accordance with the manufacturer's label instructions and all applicable federal, state, and local laws and regulations.

The Contractor shall ensure that adequate ventilation is provided to minimize airborne concentration of pesticides in the treated area. Prior to treatment if pesticide label directions mandate, the Contractor will confirm with location supervision that fans, air conditioners and ventilation systems have been turned off by Authority personnel in all areas to prevent ventilation into occupied areas. The Contractor shall not apply pesticides into any air conditioning or heating system, upon any seat, handrails or areas touched or occupied directly or indirectly by passengers or employees. All exposed surfaces shall be wiped clean of all excess pesticides.

Board Certified Entomologist (BCE)

The Contractor shall provide the services of a BCE, on staff or on call, at no additional cost to

the Authority. These services shall be utilized only upon the request of the Project Manager. The BCE shall have a minimum of five (5) years' experience in urban entomology. After notification by the Project Manager, the BCE shall be available within five (5) days of notification. The BCE must be available for routine and emergency consultation. The BCE's services shall include Pest identification, as well as the cause, effect, and corrective action for infestations, structural assessments of buses, facilities and surrounding neighborhood, review and recommendations on sanitation and housekeeping programs; and inspect the Contractor's technician's level of service. In addition, the BCE may be required to meet with Authority management.

The BCE shall provide written findings and observations and recommendations for corrective actions shall be submitted to the Project Manager within three (3) workdays after the field observations are performed. The name of the BCE and resume shall be submitted with the Bid. Proof of certification shall be submitted prior to award.

Contractor Service Report/Invoice

The Contractor shall provide to the Project Manager or designated person(s) a service report/ticket for Scheduled Pest Treatments, Unscheduled Pest Treatments and Emergency Pest Treatments. Additional requirements and supporting documents may be required by the Project Manager. The service report/ticket and supporting documents may be required to provide the following information, as determined by the Project Manager:

- Service Ticket#.
- Purchase Order Number.
- Service address/ location name. Service date.
- Service time.
- Service type (Monthly, Unscheduled, etc.)
- Type of pest treated targeted.
- Materials and products used.
- Conditions found and recommended actions, which can be on a separate sheet or e-mail. Name/Signature of Service Technician.
- Name/Signature and pass number of attending Authority representative.
- Assigned Vendor Number as required by the specific agency.
- Time and date of treatment

It is the responsibility of the Contractor's Service Technician to obtain a clearly written name and pass number of an MTA location supervisor. Failure to obtain a signature with a pass number may result in non-payment of that invoice. Copies of all service tickets shall be placed in the location log books, as well as supplied with each invoice.

Communications

The Contractor shall furnish service technicians and field supervision with contemporary communication instruments capable to transmit and receive within the confines of Authority and bus facilities. Contractor's office of operations must be manned weekdays by regular assigned staff and maintain consistent business hours. Mandatory communications include telephones, voicemail, email, cellular telephones and/or messaging through required portal system provided by Contractor. The Contractor is expected to be on call twenty-four (24) hours a day, three hundred sixty-five (365) days per year.

Scheduled Monthly Treatments

DOB: Twenty-four (27) locations. See Attachment A (DOB), for a list of facilities by borough

requiring regularly scheduled pest treatments. There may be some changes to the list at the commencement and during the term of the Contract. The Contractor shall perform all Work between the hours of 7:00 a.m. and 4:00 p.m. workdays, and at no time on weekends and/or Authority Observed Holidays unless previously given authorization by the Project Manager in writing. Scheduled locations must be serviced by trained, experienced and properly licensed technicians as directed by the Project Manager or designee between the hours of 7:00 am and 4:00 pm workdays or at other times as mutually agreed upon in advance. The DOB reserves the right to add or delete locations.

MTABC: Eight (8) locations or any other additions or deletion of locations, some of which are within the confines of the bus system. See Attachment A (MTA) for a list of facilities by borough requiring regularly scheduled pest treatments. There may be some changes to the list at the commencement and during the term of the Contract. The Contractor shall perform all Work between the hours of 7:00 a.m. and 4:00 p.m. workdays, and at no time on weekends and/or Authority Observed Holidays unless previously given authorization by the Project Manager in writing. Scheduled locations must be serviced by trained, experienced and properly licensed technicians as directed by the Project Manager or designee between the hours of 7:00 am and 4:00 pm workdays or at other times as mutually agreed upon in advance. The MTABC reserves the right to add or delete locations. The MTA has the right to add or delete locations at any time.

Targeted Areas

The Contractor will be required to service four times per month, unless otherwise noted under the Agency Specific Requirements herein, all employee facility and/or operating office field locations listed in Attachment A, or otherwise noted in the Agency Specific Requirements section herein. Targeted areas include, but not limited to offices, lunchrooms, locker rooms, employee lavatories, storage rooms, crew rooms, break rooms, dispatcher offices, control towers, workshop areas, kitchens, trailers, maintenance areas, mechanical and equipment rooms, employee and bus parking lots, employee, sitting areas, and building perimeters.

Rodent

The Contractor will provide (2) rodent services at each location per month, consisting of checking, baiting, and positioning of all rodent bait stations at each location. The Contractor shall be responsible for tracking the locations of all rodent bait station placements, at each location. The Contractor shall ensure all rodent bait stations are properly baited at the conclusion of each rodent service. If any rodent bait stations are found not baited within 24 hours following a rodent service, the Contractor will not be compensated for the service.

Roach

The Contractor will provide (2) roach services at each location per month, consisting of checking, installing, and positioning multiple traps at each location. The Contractor shall also be required to apply pesticide gel strategically in areas of high concentration and reported sighting of roaches. The Contractor shall ensure all roach traps are properly placed at the conclusion of each roach service. The date of placement shall be written on the back of each trap in black marker. If roach traps labeled with the date of service are not found following that service, the Contractor will not be compensated for that service.

Unscheduled Treatments

The Contractor will be required to provide unscheduled treatments for all “targeted pests” as stated in the general provision of the Scope of Work at Authority Agencies’ employee facilities, stations, and field locations; both listed and not listed in each Agency attachment. Unscheduled

requests for services will be requested as required, by the Project Manager or designee. The Contractor will be required to provide services within twenty-four (24) hours from receipt of requested service call or at a mutually agreed upon time in advance. For possible Bed Bug sighting, the contractor may be directed by the Project Manager to utilize a canine trained in detecting bed bugs. If this service is requested, the Contractor shall be reimbursed according to the price schedules rate which is all inclusive for inspection, treatment, and travel.

Unscheduled treatments are to be serviced by trained, experienced and properly licensed technicians, as directed by the Project Manager or designee, on workdays between the hours of 7:00 am and 4:00 pm. The Contractor may be required to perform work between the hours of 4:00pm and 7:00 am, workdays, and anytime on weekends. The Contractor shall respond on-site within twenty-four (24) hours from receipt of requested service call or at a mutually agreed upon time in advance.

For Bed Bug Treatment with Canine, the Contractor shall respond and perform treatment within twenty-four (24) hours of the request by the Project Manager. This service will include a canine trained and certified in the detection of bed bugs as well as treatment of the condition. The rate set forth in the price schedule includes all inspection costs, treatment, and travel expenses.

Emergency Treatments

An emergency condition exists when Authority Agency employees' health and safety is at risk and routine business and/or operations cannot be conducted due to an extreme rodent and or vermin condition. The Project Manager or designee is the only individual who can declare an emergency condition. When an emergency condition exists, the Contractor will be required to provide an emergency pest treatment within a four (4) hour period from notification by the Project Manager. The Price Schedule lists a line item for this service.

Contractor's Integrated Pest Management Program

Upon award, to minimize the use of pesticides and by employing non-chemical methods first, the Contractor shall submit an Integrated Pest Management Program. The Contractor shall perform a thorough inspection of all the facilities to assess the pest population and levels within thirty (30) days after award.

The inspection shall include the following:

- Comprehensive site inspections to make visual observations and record evidence of the presence of pests by using monitoring devices, baiting, or trapping.
- Identification of pest species.
- Observing conditions caused by pests and conditions that allow or encourage pest presence.
- Preparing a written record of inspection with a sampling/identification of pests including a relative measure of pest population and submit within thirty (30) days after award.
- Provide recommendations for treatment options which will include sanitation, and structural recommendations.
- The Project Manager may request this service at any time during the contract. The initial inspection will be performed at no additional cost to the MTA. If requested after the initial inspection, the service will be billed as a Quality Control Inspection.

Rodenticides

The Contractor shall have on-site trained, experienced, and properly licensed service technicians to perform rodenticide applications and in accordance with regulatory requirements. The installation of any rodenticide shall include the inspection and detection of possible nesting and feeding areas and provide the Project Manager the location of all bait placements within the depot pest control logbook. All rodenticides shall be in EPA-approved tamper-resistant (often termed "tamper-proof") bait stations and anchored to floors or ground by nail, spike, adhesive or other means, unless placed directly into burrows and adequately covered as per the product label directions. When using snap traps and live traps for monitoring, the scheduled visit interval may be adjusted as necessary. The Contractor is prohibited from installing bait stations in any public access areas. All bait boxes and traps shall be placed and maintained in accordance with all Federal, State and Local regulations with an emphasis on the safety of non-target species.

The Contractor shall make a floor plan (or utilize floor plans supplied by the Applicable Agency) of each area where bait stations and traps are located, number each bait station and trap and enter the location of each bait station and trap in the diagram. These floor plans or diagrams shall be kept with the other records with the logbooks as indicated herein. Contractor is to install bait stations around the perimeter of parking lots as well near the entrance to garage doors to monitor rodent activity.

The Contractor is prohibited from transporting or placing unsealed containers of pesticides and/or rodenticides in buses. Compressed air spray applicators can only be transported when empty. All Pesticides must be in properly labeled containers.

Wildlife Control

The Wildlife control program shall be utilized on an as needed basis to address wildlife sightings at the bus locations. Common wildlife pests include but are not limited to Raccoons and Possums. The Contractor shall respond to the location and set traps within twenty-four (24) hours of the request by the Project Manager. The service will consist of pre-baiting and setting up cage traps at the location. The traps will be set in the open position so that pests may enter freely. A minimum of three (3) traps must be used at each location. The traps will remain at the depot for 7 days or until target pest is caught. The Contractor shall check the traps every twenty-four (24) hours to ensure that the bait is replaced, and no pests are in the cage traps. All traps must bear the name of the Contractor, The Contractor must comply with NYS Conservation Law for removal, relocation, and or disposal; as well as abide by all Federal, State, and local regulations governing trapping and handling of wildlife. The contractor must be licensed as a Nuisance Wildlife Control Operator with New York State Department of Environmental Conservation.

SECTION D - NEW YORK CITY TRANSIT TECHNICAL SPECIFICATIONS

**MTA New York City Transit
Department of Subways**

Technical Specifications for Extermination/Pest Control Services

A. Scope of Work

New York City Transit (NYCT) Department of Subways requests a Contractor to provide exterminating/pest control services including, but not limited to, overall contract management, all supervision, service technicians, labor, pesticides, rodenticides, traps, secured multitask bait stations, mechanical catch traps paste or gel baits, pest monitors, sticky traps, vehicles, materials and equipment necessary to lawfully treat (chemically and/or mechanically) and control and/or prevent infestation or re-infestation of pests at employee facilities and office locations on property owned, leased, rented, managed and/or maintained by the Department of Subways. The MTA reserves the right to add or delete locations at any time. The Contractor must be registered and licensed with the appropriate federal, state, and local regulatory agencies. Treatments shall be performed according to all federal, state, and local regulations. Service includes but is not limited to; ants, bats, bedbugs, bees (various types), hornets, honeybees, wasps, crickets, earwigs, fleas, flies, gnats, lice, mice, clover mites, mosquitoes, rats, roaches, shrews, silverfish, slugs, snails, snakes, spiders, termites, larva, along with mice, rats, this list is not final and items can be added or removed during the terms of this contract.

B. General Requirements

1. Project Manager

The Contractor will only work with and direct all correspondence or communication to the Applicable Project Manager (s) or NYCT designee.

2. Contractor Employees

The Contractor's employees providing services under this contract shall be trained and licensed in the proper categories by the New York State Department of Environmental Conservation for each type of service that they will be performing. Upon award of contract the vendor must provide a copy of the company business registration and the pest professionals' state certification for all technicians that will perform any service on site. If the Contractor changes technicians, the Contractor shall notify the Project Manager and provide a copy of the new technician's information when changes occur. The Contractor is required to ensure that its service technicians are insured and kept up to date on the latest pest control services. Service technicians are to present themselves in a professional manner and shall be wearing a company uniform with the company logo visible on the shirt and/or jacket. Service technicians are to be equipped with all the necessary equipment to effectively and efficiently service assigned locations for all visits. All service technicians must carry a flashlight, and all equipment required for each specific task including but not limited to proper PPE (bump hats, work gloves, boots, clipboards, miscellaneous tools, and wear an approved industry safety vest when working in all NYCT locations. The unit cost of each price schedule line item is inclusive of all labor, material, equipment needed to complete the work.

All equipment and materials utilized in the performance of the Work required under this contract shall be included in the unit line item of the contract price schedule (each unit price line item is all-inclusive, labor, travel, equipment, material, etc.).

If for example of special piece of equipment is needed for service (that may not be considered reasonable for a technician), for example a high area (exceeding the reach of an 8' ladder). The contractor may submit a request to the Project Manager for approval of special equipment. Any

special equipment would have to be pre-approved by the Project Manager. If approved, the Contractor would need to submit the appropriate documentation as per the contract price schedule.

3. Contractor's Identification/Access Pass

The Contractor shall provide the Project Manager, ten (10) Business Days after award of the Contract, documentation needed to obtain Contractor access passes for all service technicians and supervisors assigned to this Contract. Under no circumstances will admittance be allowed without a contractor's access pass. Access passes shall be visibly, always worn when engaged in Work on NYCT property.

4. Communication

The Contractor shall furnish service technicians and field supervision with contemporary communication instruments capable to transmit and receive within the confines of NYCT facilities. Contractor's office of operations must be staffed weekdays and maintain consistent business hours. Mandatory communications include telephones, voicemail, email, cellular telephones and/or messaging through required portal system provided by Contractor. The Contractor is expected to be on call twenty-four (24) hours a day, three hundred sixty-five (365) days per year. A 24/7 number (s) needs to be provided to the Project Manager.

5. Board Certified Entomologist (BCE) & Health & Safety Requirements

If required, the Contractor shall provide the services of a BCE, services shall be utilized only upon the request of the Project Manager. The BCE shall have a minimum of five (5) years' experience in urban entomology. After notification by the Project Manager, the BCE shall be available within five (5) days of notification. The BCE must be available for routine and emergency consultation. The BCE's services shall include Pest identification, as well as the cause, effect, and corrective action for infestations for review and recommendations on sanitation and housekeeping programs; and inspect the Contractor's technician's level of service. In addition, the BCE may be required to meet with NYCT management.

The BCE shall provide written findings and observations and recommendations for corrective actions that shall be submitted to the Project Manager within three (3) workdays after the field observations are performed. The name of the BCE and resume shall be submitted with the Bid. Proof of certification shall be submitted prior to award.

- For the duration of the Contract, the Contractor shall adhere to the applicable Federal, State, and local laws, codes, rules, and regulations for the protection of the environment. If hazardous waste materials are detected or generated at any time, the NYCT Project Manager shall be immediately notified of each occurrence. No Work shall be performed in any area with suspected hazardous materials without prior authorization of the Project Manager.

6. Web Based Portal

The Contractor shall provide an independently owned web-based platform (portal), that will provide the Project Manager with the following or equal as approved by NYCT:

- Service Ticket/Report that indicate the Employee, Date, Location, Duration (start and end time), Services provided, Products used, Observations, and Recommendations of each billed service – reports need to be available 24 after services.
- Service Report (Real/Live Time) which will include but is not limited to; service requests, date service requested, date service scheduled, location, issue, NYCT

contact name/number, recommendation, technician notes (recommendations/notes need to be updated within 24 hours of the on-site visit).

- Private and secure Login and Password.
- Ability to view, export and print service data and reports.
- Ability to request/create custom reporting of services provided.
- If required, the Contractor shall provide training for the Project Manager on how to access and utilize the Web Based Portal.

7. Track Safety Training

The Contractor shall be required to attend a Track Safety Training at no additional cost to NYCT. The training is a one-day course at P.S. 248 Learning Center located in Brooklyn NY (86th & Ave U). Contract Management Office will coordinate the training day and time. The training will include walking through NYC subway active tracks. The participants must be dressed down (jeans and work boots) and bring a flashlight, MTA approved contractor vest, safety glasses and hard hat. Contractor must submit the names of his/her employees as soon as the contract is awarded. The track safety training card is valid for 2 years and need to attend another training before it's expires. The contractor must notify to the Project Manager three (3) months before the expiration date so the track safety training class can be scheduled on-time. Note: NYCT will only arrange the schedule for training and Contractor shall be responsible to pay his/her employee for the day including PPE, travels, parking, tolls, etc.

8. Logbooks

At no cost to NYCT the Contractor shall provide logbooks with dividers to the following locations below. At per the Project Manager's discretion, at no added cost, additional books may be required for certain facilities or departments as directed by the Project Manager. Logbooks must be submitted to the Project Manager for approval within 10 days of the award of the contract. Each book shall have the Contractor's name and or logo affixed to the front and spine of the book.

Facilities:

- RCC 354 West 54th Street
- PCC 333 West 53rd Street,
- Revenue 46-25 Metropolitan Ave.
- Central Electronic Shop Woodside Ave

The technician must have an entry for each visit – the following must be included:

- Date of Service
- Time In/Out
- Service Completed
- Technician Name/Signature

The Contractor shall provide logbooks to the facility within 30 days following the contract award date.

9. Management Meetings

The Project Manager may request periodic meetings with Contractor Management to review contract issues, service and/or other requirements. The Project Manager will determine the location and time of the meeting.

C. Contractor Service Requirements - Reports/Invoices

1. The Contractor will be required to perform scheduled (monthly) and unscheduled (special service requests) Pest Management Services between the hours of 7:00 A.M. to 5:00 P.M. weekdays.

At the discretion of the Project Manager, the above hours and days of service are subject to change to accommodate special conditions. Additionally, some services may be required on evenings, and weekends. The Contractor will be required to provide extermination services at such times and days, when required. The Contractor is required to provide adequate and dedicated staffing to ensure that all scheduled, unscheduled, and emergency requests are treated within the stated service response times.

Upon arrival at a NYCT location, the service technician may be required to call the designated NYCT personnel for access and protection.

Bait Stations (box) will be paid using the material line item in the contract price schedule. This cost of the bait stations is for the bait station box (material only).

2. The Contractor shall provide a service report/ticket for all service requests (Scheduled Monthly Pest Treatments, Unscheduled Pest Treatments, Emergency Pest Treatments, etc.). Additional requirements and supporting documents may be required by the Project Manager. The service report/ticket and supporting documents must include the following information and be provided with each invoice:

- Service Ticket #.
- Purchase Order Number.
- Service address/location code (if available)
- Service date
- Service time – technician in/out
- Service type (Monthly, Unscheduled, Emergency, etc.)
- Type of pest treated targeted.
- Materials and products used – must include quantity and receipt (s)
- Equipment – must include a receipt (s)
- Conditions/recommendations
- Name/Signature of Service Technician.
- Name/Signature and pass number of NYCT representative
- Bait Station: Sticker Number/Log (quantity of bait stations) which includes date of service, location code.

It is the responsibility of the Contractor's Service Technician to obtain a clearly written NYCT name and pass number on each service ticket. Failure to obtain this information may result in non-payment of that invoice. If a NYCT representative is not available or refuses to sign the service ticket, the technician MUST call/email the Project Manager or designee, in addition the Contractor technician must take a picture of the location (identifying location - with the date and time on the photo) and submit this with the service ticket within twenty-four (24) hours of service indicating no NYCT signature was available for that particular location.

3. Scheduled Monthly Service

The Contractor may be required to provide a treatment plan/recommendations for scheduled monthly service areas.

There are approximately one hundred-fifty (150) site specific employee facilities and/or operating

office field locations, some of which are within the confines of the subway system, rail yards, electrical sub-stations, administration buildings/offices, overhaul maintenance/inspection shops/yards etc. Targeted areas include, but are not limited to offices, lunchrooms, locker rooms, employee lavatories, storage rooms, crew rooms, break rooms, dispatcher offices, control towers, workshop areas, kitchen, maintenance areas, mechanical and equipment rooms, employee parking lots, employee sitting areas, and building perimeters - areas may also include public access, booths and track beds.

The primary vermin in these locations are rats, mice, roaches, ants, water bugs and fliers.

At the discretion of the Project Manager and with the concurrence of the Contractor, the above hours and days of service are subject to change to accommodate special conditions. Additionally, some services may be required on evenings, and weekends. The Contractor will be required to provide extermination services at such times and days, when required. The Contractor is required to provide adequate and dedicated staffing to ensure that all scheduled, unscheduled, and emergency requests are treated within the stated service response times. Please see Price schedule line 2.1 and 2.2.

4. Special Service Requests

The Contractor is required to provide unscheduled pest treatments system-wide, locations may include but are not limited to employee facilities, stations and field locations, shops, yards, rolling stock (rail cars), storage yards & containers, along the right-of-way and rail yards including the track area. Unscheduled treatments for services will be requested as required, by the Project Manager or designee. The Contractor will be required to provide services within forty-eight (48) hours of the initial notification. Unscheduled special requests can be anytime (24 hrs./365 days at year) as directed by the Project Manager.

Servicing rolling stock may require service during off-peak hours (6:00 p.m. to 4:00 a.m. weekdays and anytime on weekends. Please see Price schedule line item 3.1 and 3.2.

5. Emergency Special Requests

An emergency condition exists when determined by the Project Manager or if NYCT Agency employees' health and safety is at risk and routine business and/or operations is negatively impacted. The Project Manager or designee is the only individual who can declare an emergency condition. If an emergency service is requested to the Contractor, they will be required to provide treatments to any requested location within four (4) hours of notification. Emergency special requests can be anytime (24 hrs./365 days at year) as directed by the Project Manager. Please see Price schedule line item 3.1 and 3.2.

6. Site Visit

Upon request of the Project Manager, Contractor shall visit site and do an assessment of the area, provide a recommendation for treatment and a report. Please see Price schedule line item 1.

7. Invoice and Payments

1. MTA NYCT shall pay and the Contractor shall accept the amounts set forth in the Contract Price Schedule as full compensation for all costs and expenses of completing the Work in accordance with the Contract, including, but not limited to, all labor and material/equipment required to be done or furnished under this Contract; all transportation, overhead, expenses, fees and profits, including the cost of providing storage yard or facilities; all risks and obligations set forth in the Contract; any applicable fees or taxes; and all expenses due to any unforeseen difficulty encountered in the prosecution of the Work.

2. Invoices shall be submitted not more than once each month subject to the Contractor's compliance with the submission requirements contained hereunder and all other provisions of the Contract Documents. The Authority shall make such payments as detailed in this Article based upon the value of completed work according to the detailed estimate approved by the Project Manager at the applicable Unit Prices or hourly rates set forth in the Price Schedule. The Contractor shall be paid the reasonable and necessary price for material supplied for Work pursuant to in accordance with the Price Schedule, as evidenced by actual invoices.
3. **Proper Invoice:** In addition to any other requirement set forth in this Contract with respect to what constitutes a proper invoice or for the Contractor to be entitled to receive payment, the Contractor's invoice, in triplicate, must set forth (1) a description, with specificity, of the goods/service delivered, work performed, services rendered, or other event initiation entitlement to payment pursuant to the terms of this contract.
4. **Supporting Documentation:** The following are in addition to any other requirement set forth in this Contract with respect to what supporting documentation must accompany an invoice:
 - In the event the Contract contains an inspection and acceptance procedure, the Contractor's invoice relating to delivered and/or installed goods, the Work covered by such invoice must be accompanied by a copy of the Project Manager's certificate of acceptance, or equivalent document thereof.
 - Invoices must also be accompanied by all affidavits, time records, staffing and other records provided for or required by the Contract to establish the amount of payment and/or performance of the work billed, as well as a statement with sufficient specificity which establishes the basis on which the payment is due according to the Contract. Any documentation generated by the Authority, such as certificate of acceptance, will be issued in accordance with the terms of the Contract.
5. **Inspection, Review and Audit:** In addition to any other requirements pertaining to the right of the Authority or other entity to perform inspections, reviews or audits with respect to any payment or to the Contract as a whole, the Authority reserves the right to inspect, review and/or audit each invoice for payment to verify that the invoice amount is consistent with the materials, labor, goods, and/or services provided and is in accordance with the provisions of the Contract, as well as to determine the resources applied or used by the Contractor in fulfilling the terms of the Contract or otherwise to verify that the work, goods or services billed for were provided in accordance therewith. The Authority will require ten (10) Authority business days from the receipt of invoice date within which to perform this function.
6. **Designated Payment Office:** The Designated Payment Office, to which all invoices and supporting documentation (two copies of each) are required to be submitted under this Contract, is as follows:
 - a. Original and (1) copy of all invoices to:

Email: invoice@mtabsc.org

Fax: 212-971-5060, **Phone:** 646.376.0123

Address: MTA Business Service Center Accounts Payable: 333 W.
34th Street 9th Floor
New York, NY 10001-2402

- b. In addition, one (1) copy of all invoices to the designated Project Manager for

this Contract at his or her mailing address/E-mail Address

New York City Transit Authority Subways Engineering

130 Livingston Street, Room 8007F Brooklyn, New York, 11201

The offices and addresses set forth in this subparagraph may be changed at any time by the Authority upon notification in writing to the Contractor.

7. Unless otherwise stipulated in writing by the parties, the Authority shall make payment subject to the following conditions, which are, unless waived in whole or in part by the in writing, conditions precedent to payment: •
8. The Contractor is not, in the Project Manager's and/or Contract Manager's opinion, in breach of any terms or provision of this Contract.
9. The Project Manager has accepted the work•.
10. The Authority may withhold sums equal to any claims of the Authority against the Contractor, for indemnification or otherwise, pending settlement or other disposition of such claim. The Authority may withhold from any payment otherwise due to the Contractor so much as may be necessary to protect the Authority, and if it so elects may also withhold any amounts due from the Contractor to any Subcontractors or Suppliers for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Authority and will not require the Authority to determine or adjust any claims or disputes between the Contractor and his Subcontractors or Suppliers, or to withhold any monies for their protection unless the Authority elects to do so. The failure or refusal of the Authority to withhold any monies from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract. The Authority may withhold payment to the Contractor, if the Contractor fails to remedy unsuitable conditions. The Contractor shall be given written notice of any unsuitable conditions.
11. New York City Transit will pay proper invoices within the time periods provided in the Prompt Payment Rules and Regulations. Payment will be deemed made upon mailing by New York City Transit.

D. Contractor's Integrated Pest Management Program

Upon request of the Project Manager the Contractor shall submit an Integrated Pest Management Program. The Contractor shall perform a thorough inspection of the location/facilities to assess the pest population, cause of the problem and make recommendations/submit a report to NYCT.

*The contractor will be paid for this service as per the contract price schedule hourly labor rate – for time on site only – cost for the time on-site will include the contractor submitting recommendations/report.

E. Sub-Contractor

1. The Contractor may designate a Subcontractor for some SPECIAL work with a prior approval by NYCT Project Manager.
2. Before employing any subcontractor for any portion of the project, the Contractor shall provide in writing to NYCT the name of the subcontractor, the portion of the work, which such Subcontractor is to furnish, the place of business of such Subcontractor, and such other information as NYCT may require. There shall be no award of any subcontract unless it has been approved by NYCT.
3. The Contractor shall fully and completely inform the Subcontractor of all provisions and requirements of this contract relating either directly or indirectly to the work to be performed and the materials to be furnished under such subcontract. Every subcontract shall expressly stipulate that labor performed and materials furnished shall comply with the requirements of this contract.
4. In order for Subcontractor to qualify, the Subcontractor, in addition to the other requirements, shall prove to the satisfaction of the NYCT that he has the necessary licenses and/or certifications,

facilities, skills, experiences, and ample financial resources to do the work in a satisfactory manner. To be considered skilled and experienced, the Subcontractor shall show that he has satisfactory performed work of the same general type, which is required under this contract. NYCT may require a Subcontractor to submit proof of qualification to do the work.

5. Upon approval by the Project Manager, Contractor shall invoice to NYCT of Subcontractor work with a percentage (%) mark-up as stated on Contract Price schedules.
6. Breakdown of labor and material for all sub-contractor proposal.

F. Products

1. The Contractor is required to follow all of the latest Federal, State, Local, manufacture guidelines and requirements for all products, applications, disposal, etc. The guidelines include but are not limited to the following:

Product (pesticide) Requirements:

- Only New York State DEC registered products are allowed to be used on New York City Transit property.
 - Products shall not be applied to surface water or drains.
 - The applicant shall follow all manufacturer instructions.
 - Product shall not be stored on New York City Transit property.
 - A waste stream may not be generated.
 - Unused product must not be left on NYCT property after work is complete. In addition, empty containers must not be left on NYCT property. All unused products and empty containers must be properly disposed of by the contractor in accordance with NYSDEC regulations.
2. Pesticide Use Reporting Requirements:
 - The contractor is required to report information related to pesticide certifications and applications to the New York State Department of Environmental Conservation (NYSDEC) on an annual date before February 1, and notify the New York City Transit Project Manager that the reporting requirement has been met.
 3. The contractor is required to submit a Safety Data Sheet (SDS) for all products that will be used at NYCT Properties – every product will need to be approved by the MTA Office of System Safety before use. The Contractor is not permitted to use any product that has not been approved by the MTA Office of System Safety. No substitutions are allowed without prior written approval by each MTA Agency's Office of System Safety.
 4. A list of all products must be submitted to the Project Manager at the time of the Qualification Hearing – this will allow the MTA Office of System Safety sufficient time to approve all products before service begins/contract is awarded.
 5. The Contractor shall only apply that amount of material that is sufficient for complete pest control and will not damage or stain the surface upon which the material is placed. Upon completion of pesticide applications, the Contractor shall remove all pesticide containers and applicators from treated MTA Agency locations. Disposal of pesticides on MTA Agency property is prohibited. All pesticides applied shall be registered with the appropriate federal, state, and local regulatory agencies. Pesticide transport, handling and use shall be in strict accordance with the manufacturer's label instructions and all applicable federal, state, and local laws and regulations.
 6. The Contractor shall ensure that adequate ventilation is provided to minimize airborne concentration of pesticides in the treated area. Prior to treatment if pesticide label directions mandate, the Contractor

will confirm with location supervision that fans, air conditioners and ventilation systems have been turned off by NYCT personnel in all areas to prevent ventilation into occupied areas. The Contractor shall not apply pesticides into any air conditioning or heating system, upon any seat, handrails or areas touched or occupied directly or indirectly by passengers or employees. All exposed surfaces shall be wiped clean of all excess pesticides.

7. The Contractor is responsible to post signs stating.

- "EXTERMINATION IN PROGRESS KEEP OUT". These signs must be printed in **bold letters** and must be clearly visible. The posted signs are to provide a start time and re-entry time. The Contractor is to provide to the Project Manager each product manufacturers written statement that clearly indicates the safe re-entry time for each product used by the Contractor.

8. Rodent Bait Station:

- There are approximately 293 underground subway stations, baiting each station once every 8 weeks or every two months.
- NYCT will supply the bait to the Contractor - "Fast Track or Top Gun or approved equal".
- Service needs to be provided Monday through Friday night, between the hours 10 PM and 6 AM or as directed by the Project Manager.
- NYCT Track Department will provide the Contractor with a weekly schedule to follow.

G. Treatment

1. West Nile Mosquito

The New York City Department of Health and Mental Hygiene (DOHMH) through the Metropolitan Transportation Authority (MTA) provides policy and procedure mandates for all NYCT Agencies and its Contractors for the seasonal use of larvicide applications which include but are not limited to; mosquito season start and end dates, frequency, targeted geographic locations and chemicals to be used. Please see Price schedule line item 5.2.

2. Wildlife Control

The Wildlife control program shall be utilized on an as needed basis to address wildlife sightings at the NYCT locations. Common wildlife pests include but are not limited to raccoons, possums, squirrels, cats, coyotes, etc. The Contractor shall respond to the location and set traps within twenty-four (24) hours of the request by the Project Manager. The service will consist of pre-baiting and setting up cage traps at the location. The traps will be set in the open position so that pests may enter freely. A minimum of three (3) traps must be used at each location. The traps will remain at the NYCT location for a minimum of 7 days or until the target pest is caught. At a minimum the Contractor shall check the traps every twenty-four (24) hours to ensure that the bait is replaced, and no pests are in the cage traps. All traps must bear the name of the Contractor. The Contractor must comply with NYS Conservation Law for removal, relocation, and or disposal; as well as abide by all Federal, State, and local regulations governing trapping and handling of wildlife. The contractor must be licensed as a Nuisance Wildlife Control Operator with New York State Department of Environmental Conservation. Please see Price schedule line item 4.

3. Rodenticides

The Contractor shall have on-site trained, experienced, and properly licensed service technicians to

perform rodenticide applications and in accordance with regulatory requirements. The installation of any rodenticide shall include the inspection and detection of possible nesting and feeding areas.

All rodenticides shall be in EPA-approved tamper-resistant (often termed "tamper-proof") bait stations and anchored to floors or ground by nail, spike, adhesive or other means, unless placed directly into burrows and adequately covered as per the product label directions. The Contractor is prohibited from installing bait stations in any public access areas. All bait boxes and traps shall be placed, maintained and used in accordance with all Federal, State and Local regulations with an emphasis on the safety of non-target species. Please see Price schedule line item 5.1.

If requested the Contractor shall make a floor plan of each area where bait stations and traps are located, the plan shall include the number of bait stations/traps and enter the location of each bait station and trap in the diagram.

4. Rodent

The Contractor will provide rodent services at each requested location, consisting of checking, baiting, and positioning of all rodent bait stations at each location. The Contractor shall be responsible for tracking the locations of all rodent bait station placements, at each location. The Contractor shall ensure all rodent bait stations are properly baited at the conclusion of each rodent service. Please see Price schedule line item 5.1.

5. Roach

The Contractor may be required to provide roach services at each location per month or a requested, consisting of checking, installing, and positioning multiple traps at each location. The Contractor shall also be required to apply pesticide gel strategically in areas of high concentration and reported sighting of roaches. The Contractor shall ensure all roach traps are properly placed at the conclusion of each roach service. The date of placement shall be written on the back of each trap in black marker. If roach traps labeled with the date of service are not found following that service, the Contractor will not be compensated for that service. Please see Price schedule line item 5.1.

6. Termites

The Contractor must be responsible, able to inspect, accurately identify and provide recommendations for the treatment of termites. The Contractor is required to submit a treatment plan within five (5) Work Days after the initial site inspection. The treatment plan will be based upon a recommendation made by the Contractor at the time of termite discovery, which shall stipulate the extent of treatment required, length of time required to complete treatment and the Contractor's responsibility under the warranty. The Contractor shall utilize the services of a BCE to assist in the development of a treatment plan. Treatment and service may be added to this Contract upon formal approval of a contract modification. Please see Price schedule line item 5.3.

7. Flea Control

The Contractor must be responsible, able to inspect, accurately identify and provide recommendations for the treatment of fleas. The Contractor is required to submit a treatment plan within five (5) Work Days after the initial site inspection. The treatment plan will be based upon a recommendation made by the Contractor at the time of flea discovery, which shall stipulate the extent of treatment required, length of time required to complete treatment and the Contractor's responsibility under the warranty. The Contractor shall utilize the services of a BCE to assist in the development of a treatment plan. Treatment and service may be added to this Contract upon formal approval of a contract modification. The Contractor shall submit to the Project Manager the MSDS for pesticides recommended for approval. Please see Price schedule line item 5.1.

8. **Bed Bugs**

The contractor must follow the recommended treatment program following all Federal, State, City and Local guidelines.

The Contractor is responsible to inspect, identify and provide recommendations for the treatment of bed bugs. The Contractor is required to provide recommendations immediately (phone/email) after the initial site inspection. The treatment (if required) will be based upon the recommendation made by the Contractor at the time of bed bug discovery, which shall stipulate the extent of treatment required, length of time required to complete treatment. Please see Line 14 and 18 with item numbers 9.1 through 9.3 and 10.1 through 10.6.

Two Line Items in the contract price schedule for Bed Bugs:

- **Inspection:**
 - The Contractor shall respond to the affected location within four (4) hours and perform the necessary (visual or canine inspection).
 - The Contractor will be required to provide recommendations immediately following the inspection.
- **Treatment:**
 - Treat the affected area following all approved methods.

H. **Additional Safety Requirements**

In accordance with OSHA and New York State Labor Law, the Contractor shall be responsible for the compliance with applicable laws, codes, rules, regulations and standards with respect to safety and health. The Contractor shall inspect and report compliance with all safety and health regulations in accordance with the approved safety plan, and that requirements regarding safety and health are being fully implemented.

I. **New York City Transit Holiday Schedule**

January
New Year's Day
Dr. Martin Luther King, Jr. Day

February
Presidents' Day

May
Memorial Day

June
Juneteenth Day

July
Independence Day

September
Labor Day

November
Veterans' Day
Thanksgiving Day
Day After Thanksgiving Day

December
Christmas Day

Section 5 -TRIBOROUGH BRIDGE AND TUNNEL AUTHORITY FACILITIES

1.0 SCOPE OF WORK

- 1.1 The work performed under this contract shall consist of furnishing all labor, equipment and materials necessary for complete extermination of all vermin, rodents and pests at various Authority facilities in the Boroughs of the Bronx, Manhattan, Queens, Brooklyn and Staten Island.
- 1.2 Indoor exterminating services shall be performed twice per month to each of the locations listed under section 5.0. All work shall be performed during on the first and third calendar weeks of the month. The work shall be done Monday through Friday excluding Authority holidays. The work shall be performed between the hours of 8:00 AM and 4:00 PM unless otherwise directed by the Project Manager or their designee.
- 1.3 Outdoor exterminating services shall be performed on an as needed basis as determined by the Project Manager. All services shall be performed between the hours of 8:00 AM and 4:00 PM Monday through Friday excluding Authority holidays unless otherwise directed by the Project Manager or his designee.
- 1.4 Monthly exterminating services at the all facilities shall be performed per the service frequency on the pricing schedule. The exterminating service shall be performed between the hours of 8:00 AM and 4:00 PM Monday through Friday excluding Authority observed holidays unless otherwise directed by the Project Manager or his designee. No spraying shall be performed in these areas during lunch time or meal periods.
- 1.5 The contractor shall perform larvaciding of standing water in temporary ponds or pools of water. These ponds or pools of water shall not containing fish or marine life. The ponds or pools of water shall not lead to waterways.
- 1.6 The contractor shall supply additional service as required including but not limited to any infestation or service regarding any authroized Authority vehicle. The contractor shall respond to the additional requests within twenty four hours upon notification by the Authority's Project Manager. The contractor shall be reimbursed for such additional service based upon the actual number of work hours at the Authority's facility for general extermination services, roaches, bedbugs, hornet nest removal, treatment of poisonous shrubs, vines and ivy, mosquito or ant extermination and larvicide for standing water or the number of traps and dunks placed at an Authority facility. For squirrels, raccoons, mice, rats, cats and dogs, the corresponding unit prices are listed on line items 12 through 22 of the Price Schedule.
- 1.7 General exterminations shall include, but not limited to, all other insects (lanternfly, fleas, ticks, ants, hornets, bees, mosquito etc.) reptilian and mammalian infestations for which the normal cycle of chemical treatment is not effective. Such work shall be performed at the direction of the Project Manager or his designee. In the event the contractor does not have the ability to perform these services, the contract shall subcontract this service to a subcontractor after receiving written approval from the Authority.

- 1.8 The contractor shall report to the Maintenance Superintendent to find out if there are any special extermination needs prior to the start of work. The Maintenance Superintendent at the conclusion of the service shall sign a receipt ascertaining that the work has been performed. The receipt shall include the name of the facility, the date of the service and the number of the individual performing the service. A copy shall be retained at the facility.

The contractor shall exercise all possible precautions in the selection and use of products and equipment so as not to adversely affect the health and welfare of the occupants of the building or the property contained therein. Special precautions shall be taken in all lunchroom and kitchen areas. No spraying shall be performed in these areas during or meal periods.

- 1.9 The contractor shall time stamp all service ticket in when they arrive at the facility and time stamp all service ticket out when they depart the facility. In the event the time stamp machine is not functioning, the Maintenance Superintendent or his designee will sign the service ticket in and or out.
- 1.10 The contractor shall notify the Maintenance Superintendent at the Marine Parkway Bridge (718) 692-5515 at least four hours in advance of servicing the control house in the North Tower of the Marine Lift Span. The Maintenance Superintendent will ensure that assistance in obtaining access is provided.
- 1.11 All contractor employees who are assigned to perform work under this contract will be required to have certified Commercial Applicator status in the Structural and Rodent Control Category under the provisions of 6NYCRR 325.18 and 6NYCRR325.25.
- 1.12 The areas to be treated at the facilities shall include, but are not limited to the following areas:
- Lunchrooms
 - Locker rooms
 - Bathrooms
 - Janitor's closet
 - Kitchens
 - Garages
 - Storage areas
 - Trailers
 - Shops
 - Boiler rooms
 - Basements
 - Office's
 - Trailers
 - Vent Buildings
 - Service Buildings
 - Surrounding Landscape
 - Cars/Trucks - Only if requested by Project Manager

1.13 The contractor shall only apply that amount of material that is sufficient for complete pest control and will not damage or stain the surface upon which the material is placed.

1.14 The contractor shall supply an MSDS for all chemicals to be used to the Authority's Health and Safety Department for prior approval. The contractor cannot use any chemical that has not been approved by the Authority's Health and Safety Department.

2.0 REQUIREMENTS

2.1 The contractor and any subcontractor must comply with all local, State and Federal laws, rules and regulations applicable to the contractor and to the work to be done hereunder, including but not limited to part 325, application of pesticides.

2.2 The contractor and any subcontractor shall possess all licenses and permits necessary to perform Pesticide Application, larvaciding and any extermination services under this contract.

3.0 MISCELLANEOUS MATERIALS NEEDED

1.1 Reimbursement for additional miscellaneous materials needed in associated to exterminating services at Authority facilities during scheduled or unscheduled service calls shall be made with the written approval of the Project Manager or his designee. Materials that do not have written approval by the Project Manager (or his designee), shall be at the contractors own expense.

1.2 The contractor shall be required to submit an original receipt, dated and on the suppliers original invoice for reimbursement. Materials shall be reimbursed at the contractors costs plus a 10% mark up. Unless otherwise specified, all materials shall be new.

20 SUBCONTRACTNG WORK

21 The contractor shall be required to perform exterminating services to all Authority facilities. In the event the contractor does not have the ability to perform a specific service needed by the Authority, the contractor may be permitted to subcontract out that specific service providing the contractor submits a comprehensive written estimate to the Authority detailing the scope of work requested. After the Authority evaluates the estimate, the Authority shall have sole discretion whether to approve the work by the subcontractor.

22 Reimbursement for subcontracting work shall be made in accordance with the terms and conditions of the contract. This includes the payment of all tolls and expenses associated with the subcontracting work and will not be reimbursed by the Authority. No free vehicle passages will be permitted. The contractor shall also be required to submit an original receipt from the subcontractor, dated on the subcontractor's invoice.

23 The contractor shall be reimbursed for subcontracting work at their cost plus a 10% mark up.

3.0 **AUTHORITY LOCATIONS**

- 3.1 Henry Hudson Bridge
2152 Henry Hudson Parkway
New York, New York 10034
- 3.2 Throgs Neck Bridge
4260 Throgs Neck Expressway
Bronx, New York 11234
- 3.3 Bronx Whitestone Bridge
1 Hutchinson River Parkway Bronx,
New York 10465
- 3.4 Robert F. Kennedy Bridge - Robert Moses Building Complex
Randall's Island
New York, New York 10035
- 3.5 Robert F. Kennedy Bridge – Bronx Plaza
Randall's Island
New York, New York 10035
- 3.6 Robert F. Kennedy – Manhattan Plaza
Randall's Island
New York, New York 10035
- 3.7 Queens Midtown Tunnel 10-55
51st Avenue Queens, New
York 11101
- 3.8 Brooklyn-Battery Tunnel
160 Hamilton Avenue Brooklyn, New
York 11231
- 3.9 Verrazano Narrows Bridge 1
Verrazano Bridge Plaza
Staten Island, New York 10305
- 3.10 Marine Parkway Bridge 2901
Flatbush Avenue Brooklyn, New
York 11234
- 3.11 Cross Bay Veterans Memorial Bridge
Broad Channel Drive
Queens, New York 11693

4.0 SECURITY CHECK IN – CHECK OUT

- 4.1 The contractor, any subcontractors or their representative(s) shall report to the Maintenance Superintendent, Sergeant, or a Desk Officer and log in and out indicating the number of employees (visitors) on the site. When signed into the facility, the contractor's technician shall inquire as to any complaints, and then proceed with the necessary work.
- 4.2 Upon completion of work, the contractor or subcontractor shall supply a work ticket indicating the work performed and a list of materials used and in and out time. The work ticket must be signed by the Maintenance Superintendent, Sergeant, Desk Officer or an Authorized Authority Employee in order to secure proper payment. Travel time shall not to be included in the charges. The contractor shall be responsible for the payment of all tolls and will not be reimbursed by the Authority.
- 4.3 Scheduled service calls shall be between the hours of 8am and 4pm Monday through Friday (excluding holidays) and shall be at no additional charge to the Authority. In response to unscheduled calls, the contractor will be paid for on site time only. No reimbursement will be made for travel time or expenses related to travel.

5.0 SECURITY REQUIREMENTS

The contractor shall insure that all security measures are adhered to on Authority property.

- 5.1 Badges – All contractor employees shall wear MTA Bridge and Tunnel badges on their outer most garments when on Authority property. Prior to the start of performing work on the contract, the contractor shall contact the Project Manager to arrange an appointment for the contractor's employees to have Authority badges prepared. The Project Manager will issue the new photo identification badges. The contractor shall be responsible for all expenses incurred for employees being transported to the designated facility to have the photo identification prepared at either the 2 Broadway locations or an Authority facility. If it is not possible to have photo identifications for employees for the start of the contract, the Project Manager will issue temporary identifications. If during the course of the contract additional employees are utilized, the contractor shall use the same procedure for securing their identification badge. At the end of each calendar year or the end of the contract, all badges shall be returned to the Project Manager. The contractor shall not have any direct contact with the Authority's Internal Security Department (ISD) regarding issuing, processing or the arranging of any appointments that may be required to process identification badges or identification photographs.

- 5.2 Vehicles – All contractor vehicles shall be clearly identified on the outside of the vehicles. Vehicles shall be parked in designated parking areas unless otherwise directed by the Maintenance Superintendent. All vehicles shall be properly registered, insured and have all required lights in good working order.
- 5.3 Access to facilities – All contractor employees shall log in at the front desk and identify themselves and their vehicle prior to performing any work at the facility. A work ticket shall be prepared and a copy given to the facility Maintenance Supervisor or his designated representative after the service is rendered. At any time when the Authority deems it necessary, the contractor shall remove its employees from the Authority's facility as directed. The contractor shall be responsible to contact the Project Manager for further instructions for re-entering the facility.
- 5.4 Documentation - The contractor shall not take any photographs or videotape nor reproduce plans or drawings of any Authority area or facility without the express written permission of the Project Manager and execution of a Confidentiality Agreement. The contractor shall maintain custody control and confidentiality over any and all plans, drawings, diagrams, sketches, photographs, renderings, etc., herein entitled "protected materials", and may not relinquish possession and control of protected materials, nor release protected materials to any other person or entity without the expressed written permission of the Authority. Failure to adhere to the requirements of this provision will be deemed a material breach of this contract.

6.0 SAFETY AND HEALTH REQUIREMENTS

- 6.1 The contractor shall be responsible for compliance with the most stringent provisions of the 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 New York State Department of Labor (NYS DOL), are observed and further that the methods of performing the work does not involve unnecessary risk 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 the work, a copy of each charge and resolution thereof shall immediately be forwarded to the Project Manager.
- 6.2 The contractor shall issue and implement a safety plan for this contract. A detailed safety plan which addresses the applicable elements from the "Contents of a Typical Safety Plan" as described below, shall be submitted to the Authority's Project Manager for approval by Health & Safety within 30 days of the issuance of the Notice of Award, and prior to the start of work.

7.0 CONTENTS OF A TYPICAL SAFETY PLAN

- 7.1 Policy of consultant and or contractor concerning safety.
- 7.2 Scope of safety policy as it applies to the project. If a generic plan is submitted, site specific information must be included. Are there additional needs?
- 7.3 Safety Organization: The contractor shall designate an individual in their organization who is responsible for safety and has the background and authority to know what constitutes safe practices and direct their implementation at the site.
- 7.4 Special provisions for project safety and health programs, if applicable. Example: scaffolding, trenching, blasting, welding, hoists, cranes, maintenance and protection of traffic, confined space entry, etc.
- 7.5 Safety and Health training shall include the contractor's plan for regular scheduled safety meetings and other training to ensure safe practices.
- 7.6 Reporting and Records Requirements: Shall include posting of emergency numbers, information and a liaison with the Authority Project Manager and or General Manager of the Facility.
- 7.7 First Aid and Medical Emergencies: Shall include equipment available at the work site and its accessibility for use with plans for replacement of expended First Aid materials.
- 7.8 Sanitation and Drinking Water
- 7.9 Personal Protective Equipment: Shall include hard hats, safety shoes, harnesses, gloves, goggles, safety belts, etc.
- 7.10 Housekeeping.
- 7.11 Fire Protection and Prevention: Shall include providing fire extinguishers at Authority jobsites, fire drills, and training.
- 7.12 Electrical Safe Practices: Shall include lighting, temporary circuits, insulated tools, ground fault interruption (GFI) with lockout / tag out practices.
- 7.13 Industrial Hygiene: Shall include Right-To-Know, MSDS, etc.
- 7.14 Environmental Protection: Shall include contractor personnel protection, Authority personnel protection, and prevention of air, water and soil contamination.
- 7.15 Cold Weather and Hot Weather Safe Practices
- 7.16 Use of Power Actuated Tools and method of complying with New York City Fire Department Regulations by using person holding a Certificate of Fitness.

8 .0 ADDITIONAL HEALTH & SAFETY REQUIREMENTS

- 8.1 The contractor must provide a minimum of two (2) copies of the manufacturer's developed Material Safety Data Sheets (MSDS) for each chemical substance introduced at the facility. The MSDS shall be sent to the Authority Project Manager with the anticipated quantity to be used, method of application and location of storage. All of the MSDS sheets shall be submitted and fully approved by the Authority prior to the start of work involving the particular substances on the project.
- 8.2 All products and materials used in connection with this project shall remain asbestos and lead free.
- 8.3 The contractor shall immediately notify the Authority's Project Manager if during the course of the project there should be a discovery of any undetermined substances, including suspected asbestos containing materials (ACM) and or suspected lead containing materials (LCM). No work shall be performed in any area with suspected ACM and or LCM without the prior authorization of the Project Manager.
- 8.4 For the duration of the contract, the contractor shall adhere to the applicable Federal, State, and local laws, codes, rules and regulations for the protection of the environment. If hazardous waste materials are detected or generated at any time, the Authority's Project Manager shall be immediately notified of each and every occurrence. No work shall be performed in any area with suspected hazardous materials without prior authorization of the Project Manager.
- 8.5 In accordance with OSHA and New York State Labor Law, the contractor shall be responsible for the compliance with applicable laws, codes, rules, regulations and standards with respect to safety and health. The contractor shall inspect and report compliance with all safety and health regulations in accordance with the approved safety plan, and that requirements regarding safety and health are being fully implemented. The contractor shall monitor or provide the project with the 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 Authority 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.
- 8.6 If any emergency condition should develop during the entire project, the contractor shall immediately notify the Authority's Project Manager and or General Manager of the facility of each and every occurrence. The contractor should also recommend any appropriate courses of action to the Authority's Project Manager.

- 8.7 Any review, acceptance, or approval of the contractor's safety plan shall be construed merely to mean that the Authority is unaware of any reasons at the time to object thereto. Approval by the Authority of the safety plan shall not impose any liability upon the Authority's Project Manager and or the Authority itself, nor shall any such approval relieve the contractor of any responsibilities under the contract.
- 8.8 The contractor shall provide the maintenance of traffic and the protection of the public from damage to person or property, within the limits of and for the duration of the contract, through completion. 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 as per the New York State Department Of Transportation Manual of Uniform Traffic Control Devices.
- 8.9 All projects with respect to any Authority buildings shall conform to the New York State Uniform Fire Prevention and Building Code, and the Authority's obligations under the Americans with Disabilities Act.
- 8.10 Prior to the start of any demolition work, relocation, repairing or re-routing of existing ducts, cables, conduits, raceways, junction boxes, plumbing lines, or roof structures, the contractor shall notify the Project Manager in advance and obtain full clearance of any asbestos containing materials (ACM) and or lead containing materials (LCM) within this work area. At no time should the contractor be permitted to perform any work in an area presumed to be of (ACM) and or (LCM) without the prior authorization of the Project Manager.

9 .0 ACCIDENTS AND PERSONAL INJURIES

- 9.1 The contractor shall provide such equipment and facilities as necessary or required in case of accident and or personal injury, for first aid service to anyone who may be injured during the progress of work, within the limits of and for the duration of the contract. 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.
- 9.2 The contractor must report immediately to the Authority's Project Manager, any accident and or personal injury resulting in lost time to employees, vehicle accidents, or any accident resulting in damage to Authority property or the public and shall furnish in writing full information including testimony of witnesses regarding any and all accidents and injuries.

10.0 FIRES AT CONSTRUCTION SITES

- 10.1 The facility desk officer shall be notified immediately of any fire observed at the work site. This notification shall be made by the fastest possible means. Where a 2-way radio transmitting on the Authority frequency is available, that 2-way radio shall be used to contact the desk officer by using the facility name. If a suitable 2-way radio is not available, a facility phone, cellular phone or outside phone line shall be used to call the facility desk officer. The desk officer shall be advised of all 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 lamp post or tunnel marker number, lane direction and lane number.

11.0 PERSONNEL SAFETY EQUIPMENT

- 11.1 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 of this project are provided with the necessary personal protective equipment (PPE), including any required personnel traffic safety equipment. Personal protective equipment as required shall include, but not be limited to, the appropriate and or approved hard hats, safety shoes, gloves, goggles, eye face shield protection, safety belts, harnesses, respirators, hearing protection, traffic safety vests, etc.
- 11.2 All contractor employees walking on or along the Authority roadways and toll plazas, and other areas of Authority facilities designated by the Authority 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 Project Manager and other authorized Authority personnel.
- 11.3 The safety equipment shall be for outermost wear and shall consist of fluorescent orange, pink or lime green material and safety reflective material, or equipment with both properties combined. The exact nature of the equipment required (generally safety vests) will be determined by the Authority, and may be modified by the Authority 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, General Manager, Maintenance Superintendent, or their designee.
- 11.4 The contractor shall have the responsibility for monitoring and enforcing compliance by all its employees with these provisions regarding the wearing of safety equipment. Any contractor employee not in compliance with having the appropriate personal protective equipment (PPE) will be forbidden to work on all Authority premises.
- 11.5 All costs of whatever nature associated with providing all the required safety equipment, including the costs of furnishing, maintaining, repairing and replacing such equipment shall be included in the Gross Sum Bid of the Bidder's Proposal. No separate measurement and payment will be made for any compliance work within this section.

ATTACHMENT A1- COST & PRICE SCHEDULES
METRO NORTH, LONG ISLAND RAILROAD, MTABC BUSES AND FACILITIES,
NYCTA, BRTUN

Section 1 - Metro-North Railroad MNR

	Type - Indicate the Territory & Class (A - D)							Extended Price					
Description	A Region NYC (Manhattan & Bronx)	B Region West of Hudson (Orange & Rockland Counties)	C Region NYS Westchester Putnam & Dutchess Counties	D Region Connecticut	Region A - D Total Estimated Quantity /	Unit	Estimated Cost Per Unit				One (1) Option for Two (2) Year		
								Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
Scheduled Service	68	3	300	282	653	EA							
Unscheduled Service - *See Below	55	28	189	3	275	EA							
Emergency Service	0	0	0	0	0	EA							
Unscheduled, On-Call Service													
Pidgeon Control	0	0	0	0	0	EA							
Rodent Treatment	48	0	5	0	53	EA							
Mice	0	0	24	0	24	EA							
Spider Treatment	0	27	135	0	162	EA							
Humane Trapping of Targeted Animals	2	0	2	2	6	EA							
Mosquito/Larva Treatment	0	0	0	0	0	EA							
Bed Bug Treatment	0	0	1	0	1	EA							
Bees/Yellow Jackets/Hornets/Wasps	1	1	5	1	8	EA							
Roach Treatment	2	0	11	0	13	EA							
Ants/Flies/Gnats	2	0	6	0	8	EA							
Total Years 1-3								\$					
Total Years 4&5											\$		
GROSS SUM BID TOTAL YRS 1 - 5								\$					

	Section 2 - LONG ISLAND RAILROAD (LIRR)													
											OPTION YEARS			
Line Tem No.	Description	Type			Est Quantity	Unit	Cost per unit	Year 1	Year 2	Year 3	Year 4	Year 5	Extended Cost	
	Indicate the Territory/Division (Nassau, Suffolk/Manhattan/Queens /Brooklyn) all lines must be included in the section	Nassua (A)	Suffolk (B)	Manhattan/ Queens/ Brooklyn (C)	A+B+C A or B or C									
1	Scheduled Services	40	30	60	130	EA								
2	Unscheduled Services	40	30	60	130	EA								
3	Emergency Services	6	4	6	16	EA								
4	Mosquito/Larva Treatment	120			120	EA								
5	Humane Trapping of Targeted Animals	60(A/R)			60	EA								
6	Rodent Treatment	400	200	600	1200	EA								
7	Bed Bug Treatment	30 (A/R)			30	EA								
8	Termite Treatment	5 (A/R)			5	EA								
9	Flea Control Treatment	5 (A/R)			5	EA								
10	Lantern Flies	30 (A/R)			30	EA								
Aggregate Total Years 1 to 3								\$						
Aggragate total Years 4 & 5											\$			
Gross Sum Bid Years 1 to 5								\$						

SECTION 3 - NEW YORK CITY TRANSIT DEPARTMENT OF BUSES/MTA BUS PEST CONTROL SERVICES

BUSES

YEARS ONE THRU THREE

ITEM NO	<u>DESCRIPTION</u>	YEARS 1-3 ESTIMATED QUANTITY	UNIT PRICE	YEARS 1-3 PRICE
1	Bus Fleet Treatment Scheduled as per the technical specification's at various depots within the Department of Buses/MTA Bus. (This rate is all inclusive rate for inspection, treatment and travel) PRICE PER BUS	70,044		
2	Bus Special Request- PRICE PER BUS	27,000		
3	Trip Charge for Bus Special Request (1 charge per location per visit)	3,300		
4	Bed Bug Canine Service (This rate is all inclusive rate for inspection, treatment and travel)	3		
5	Bed Bug without Canine Service (This rate is all inclusive rate for inspection, treatment and travel)	12		
		TOTAL COST		

YEARS 4 & 5

ITEM NO	<u>DESCRIPTION</u>	ESTIMATED QUANTITY YEARS 4 and 5	UNIT PRICE	YEAR 4 and 5 PRICE
1	Bus Fleet Treatment Scheduled as per the technical specification's at various depots within the Department of Buses/MTA Bus. (This rate is all inclusive rate for inspection, treatment and travel) PRICE PER BUS	46,696		
2	Bus Special Request- PRICE PER BUS	18,000		
3	Trip Charge for Bus Special Request (1 charge per location per visit)	2,200		
4	Bed Bug Canine Service (This rate is all inclusive rate for inspection, treatment and travel)	2		
5	Bed Bug without Canine Service (This rate is all inclusive rate for inspection, treatment and travel)	8		
		TOTAL COST YEARS 1-3		

Total For Buses:

\$ _____

**SECTION 3 - NEW YORK CITY TRANSIT DEPARTMENT OF BUSES/MTA BUS
FACILITIES**

YEARS ONE THRU THREE

ITEM NO	<u>DESCRIPTION</u>	YEARS 1-3 ESTIMATED QUANTITY	UNIT PRICE	YEARS 1-3 PRICE
1	Scheduled and Unscheduled Facility Service (This rate is all inclusive rate for inspection, treatment and travel)	4,950		\$0.00
2	Emergency Service- Arrival within four hours of PM request (This rate is all inclusive rate for inspection, treatment and travel)	12		\$0.00
3	Wildlife Control (minimum of 3 traps for 7 days) (This rate is all inclusive rate for inspection, treatment and travel)	60		\$0.00
4	Bed Bug Canine Service (This rate is all inclusive rate for inspection, treatment and travel)	9		\$0.00
5	Quality Control Inspection	12		\$0.00
6	Rat Station	792		\$0.00
	TOTAL COST YEARS 1-3			\$0.00

YEARS 4 & 5

ITEM NO	<u>DESCRIPTION</u>	ESTIMATED QUANTITY YEARS 4 & 5	UNIT PRICE	YEAR 4 and 5 PRICE
1	Scheduled and Unscheduled Facility Service (This rate is all inclusive rate for inspection, treatment and travel)	3,300		
2	Emergency Service- Arrival within four hours of PM request (This rate is all inclusive rate for inspection, treatment and travel)	8		
3	Wildlife Control (minimum of 3 traps for 7 days) (This rate is all inclusive rate for inspection, treatment and travel)	40		
4	Bed Bug Canine Service (This rate is all inclusive rate for inspection, treatment and travel)	6		
5	Quality Control Inspection	8		
6	Rat Station	528		
	TOTAL COST YEARS 4 & 5			

Total for Facilities:

\$ _____

Gross Sum Bid Buses + Facilities Years 1-5:

\$ _____

Section 4 - New York City Tansit , Department of Subways Cost and Price

NYCT – Subways									
Option Year									
Item No.	Description	Estimated QTY/Year	Unit	Cost per unit	Year 1	Year 2	Year 3	Year 4	Year 5
1	Site Visit with Report/Proposal	12	EA						
2.1	Monthly Service - Regular Hours	1800	EA						
2.2	Scheduled Service - Off Hours	60	EA						
3.1	Unscheduled Special Service - Regular Hours	1800	EA						
3.2	Unscheduled Special Service - Off Hours	50	EA						
4	Targeted Animals - Wildlife Animals	120	EA						
5.1	Targeted pests - General	600	EA						
5.2	Targeted pests - Gnats/West Nile Mosquito	60	EA						
5.3	Targeted pests - Bees/Beehive/Hornets/Wasps/Yellow Jackets/Honey Bees/Termites	50	EA						
5.4	Targeted pests - Spiders	50	EA						
6	Mosquito/Larva Visit and Treatment (minimum 5 placements per visit)	100	EA						
Bed Bug Inspection - anytime									
9.1	Three or more Train Cars only	20	EA						
9.2	One or two Train Cars Only	100	EA						
9.3	Facility	60	EA						
Bed Bug Treatment - Twice per request									
10.1	Three or More Train Cars Only - Regular Hours	10	EA						
10.2	One or Two Train Cars Only - Regular Hours	90	EA						
10.3	Facility - Regular Hours	10	EA						
10.4	Three or more Train Cars only- Off Hours	10	EA						
10.5	One or two Train Cars Only- Off Hours	10	EA						
10.6	Facility- Off Hours	50	EA						
11	Materials with not to exceed 10% mark-up	2000	EA						
12.1	Hourly charge per person for labor from 7:00am to 5:00pm, business days Mon-Fri, to perform the work	250	HR						
12.2	Hourly charge per person for labor overtime (outside the hours 7:00am to 5:00pm , business days), to perform the work on weekends.	150	HR						
	Bait Station (293 Station @80 Each)	293	EA						
	Equipment (Boom- Left- Scissor)		EA						
	Sub Contractor Work (Mark-up for the contractor (Off subcontractor's documents invoice)								
	Cost of utilizing a BCE/Specialist if required. Contractor must submit invoice for the consulting fees. Allowable mark-up not to exceed 5%.								
	Totals								
	Years 1-3								
	Years 4 & 5								
Gross Sum Bid Years 1-5									
Note: 1. Regular hours: Work days 8am-5pm 2. Off hours: Work days 5pm-8am, Sat & Sun 3. Pests of Scheduled service: rats, mice, roaches, ants, water bugs, fliers 4. Pests of Unscheduled service: rats, mice, roaches, ants, water bugs, fliers 5. Targeted Animals: opossums, raccoons, squirrels 6. Targeted pests - General: bats, fleas, fliers, cricket's earwigs, lice, clover mites, roaches, shrews, silverfish, slugs, snails, snakes, termites, American cockroaches and any other occasional invaders									

Routin Scheduled Service					YEARS 1-3				OPTION YEARS				YEAR 4-5	
Item No.	Description	Estimated QTY Per Month	Unit	Cost per unit	Year 1	Year 2	Year 3	Extended Price	Estimated QTY Per Month	Unit	Cost per unit	Year 4	Year 5	
1.0	RANDALLS ISLAND COMPLEX INCLUDING:, CENTRAL MAINTENANCE NORTH BUILDING, OLD COMMAND CENTER (C3), ROBERT MOSES BUILDING	2	Month						2	Month				
1.1	Randalls Island - BUILDING 104 (TBTA TRAINING BUILDING) Including Commercial Kitchen ROBERT MOSES BUILDING ALL FLOORS	4	Month						2	Month				
1.2	RFK Facility	2	Month						2	Month				
1.3	Hugh L. Carey (Brooklyn Battery Tunnel) Manhattan Vent Building, Brooklyn Vent Building, Governors Island, Service Building and Garage	2	Month						2	Month				
1.4	QMT (Engineering Building, Administrative Building, Vent Buildings)	2	Month						2	Month				
1.5	Throgs Neck Bridge Facility and Lower Garage	2	Month						2	Month				
1.6	Bronx Whitestone Bridge Facility	2	Month						2	Month				
1.7	Marine Parkway Bridge	2	Month						2	Month				
1.8	Cross Bay Bridge	2	Month						2	Month				
1.9	Henry Hudson Bridge	2	Month						2	Month				
1.10	Verrazzano Bridge Facility	2	Month						2	Month				
2.0	Scheduled Service - Off Hours	50	HRS						25	HRS				
2.1	Unscheduled Special Service -Regular Hours (Outside of General Service Routine)	75	HRS						38	HRS				
2.2	Unscheduled Special Service - Off Hours (EMERGENCY CALLS)	50	HRS						25	HRS				
3	Targeted Animals - Wildlife Animals	100	EA						50	EA				
3.1	Targeted pests - General	500	EA						250	EA				
4.0	Targeted pests - Gnats/West Nile Mosquito	60	EA						30	EA				
5.0	Bees/Beehive/Hornets/Wasps/Yell ow Jackets/ Honey Bees/Termites	25	EA						13					
6.0	Targeted pests - Spiders	50	EA						25	EA				
7	Mosquito/Larva Visit and Treatment (minimum 5 placements per visit)	75	EA						38	EA				
	Bed Bug Treatment - Twice per request													
8.0	Facility - Regular Hours	25	EA							EA				
8.1	Facility- Off Hours	50	EA							EA				
9	Materials with not to exceed 10%mark-up													
10	Bait Stations (Including but not limited to Targeted Animals such as: Dog, Cat, Mice,Small Rodents, opossums, racoon, squirrels	100	EA							EA				
11	Equipment (Boom- Left- Scissor)	1	EA						1	EA				
	Sub Contractor Work (Mark-up for the contractor (Off subcontractor's documents invoice)													
	Cost of utilizing a BCE/Specialist if required. Contractor must submit invoice for the consulting fees. Allowable mark-up not to exceed 5%.	1												
	Totals													
	Years 1-3											\$		
	Years 4 & 5											\$		
	Gross Sum Bid Years 1-5											\$		
Notes														

Regular hours: Work days 8am-5pm

Off hours: Work days 5pm-8am, Sat & Sun

Pests of Scheduled service: rats, mice, roaches, ants, water bugs, fliers

Pests of Unscheduled service: rats, mice, roaches, ants, water bugs, fliers

Targeted pests - General: bats, fleas, fliers, cricket's earwigs, lice, clover mites, roaches, shrews, silverfish, slugs, snails, snakes, termites, American cockroaches and any other occasional invaders

	Total All Five (5) Years Gross Sum Bid	Discount (if quoting on all locations)
Metro North		
Long Island Railroad (LIRR)		
Buses/Facilities		
NYCT Subways		
BRTUN (Bridges & Tunnels		
Gross Sum Bid		

MTA reserves the right to make one (1) or multiple awards based on geographic region.

For those Bidders interested in bidding on the “entire” MTA Portfolio, please provide a gross sum bid (for all the properties) and, if applicable, a “separate line-item as a (%) discount” % of the Gross Sum Bid.

Example: Gross Sum Bid \$XX Dollars

(-) say 5% additional discount if awarded all the MTA properties under this Inquiry.

New Contract Total would be \$XX Dollars

*= Quantity above is an estimate derived from previous usage, and is being provided for bidding purposes only. This quantity is not guaranteed by the MTA.

Total Award Amount: \$_____

Total Gross Sum Bid in words:_____

Company’s Name:_____ **Company’s Address:**_____

Contact Name:_____ **Company EIN**_____

Title of Certifying Officer Signature:_____ **Date Signed:** _____



ATTACHMENT B

THE CONTRACTOR RESPONSIBILITY FORM

AND

THE CONTRACT SPECIFIC RESPONSIBILITY FORM

MTA HQ CONTRACTOR RESPONSIBILITY FORM

INSTRUCTIONS:

1. Attachment B, Contractor Responsibility Form (the “Responsibility Form”) consists of both the Contractor Responsibility Form and the Contract Specific Responsibility Form. Both forms must be completed for: (i) all contracts in the amount of \$250K or greater; (ii) Contractors and Subcontractors in contracts involving “Special Circumstances” (as defined below); (iii) all known Subcontractors having “Significant Subcontracts” (as defined below); (iv) change orders which require approval by the MTA Board; and (v) whenever required by the MTA. The individual who signs this Responsibility Form must have the authority to legally bind the contractor or subcontractor.
2. If Contractor has previously submitted a Responsibility Form within the past twelve (12) months and if there have not been any changes to information contained in the previously submitted form, the Contractor does not need to complete this Responsibility Form. Instead Contractor may complete the Certification of No Change.
3. Contractor must answer all questions in this Responsibility Form. “None” or “not applicable” may be used for those questions where these responses are appropriate, but no answers can be left blank. Information that Contractor believes to be unfavorable must be disclosed. While unfavorable information will be considered in the MTA’s overall responsibility finding, it will not necessarily result in the denial of a contract award.
4. Contractor may attach additional sheets to its response if more space is needed to fully respond to any question. If after submitting the Responsibility Form, Contractor realizes any of its responses to the questions are incorrect, incomplete or the answer(s) have otherwise changed, Contractor must promptly submit written notice of those changes to the designated point of contact for the solicitation. If the contract has since been awarded, then the notice of changes must be submitted to both the Agency’s Chief Procurement Officer and the designated point of contact for the contract.
5. Contractor shall fully cooperate with the MTA in connection with the MTA’s review of its responses to this Responsibility Form, including any MTA requests for further information/discussions and backup documentation.
6. Unless otherwise stated in this document, the applicable time frame for all questions is the prior ten (10) years.
7. Contractor must affirmatively demonstrate its responsibility both prior to award and throughout the life of the contract in order to be deemed “Presently Responsible” (as defined below).

MTA HQ CONTRACTOR RESPONSIBILITY FORM

8. Definitions:

- a. Contractor: Any entity that intends to contract with the MTA or become a Significant Subcontractor, including contractors, suppliers, bidders, proposers or entities that wish to participate in future MTA procurement solicitations.
- b. Control: (i) directing or having the right to direct daily operations; and/or (ii) holding a ten percent (10%) or more ownership interest in the company.
- c. Managerial Employees: Employees who operate in a supervisory capacity and, either by virtue of their title or their duties, operate with discretion over solicitation, letting, or management of contracts with public agencies.
- d. MTA: the Metropolitan Transportation Authority and its present and future subsidiary and affiliate agencies, including New York City Transit Authority (“NYCT”) and its subsidiary agencies including Manhattan and Bronx Surface Transit Operating Authority (“MaBSTOA”) and Staten Island Rapid Transit Operating Authority (“SIRTOA”), Triborough Bridge and Tunnel Authority (“TBTA”), Metro-North Commuter Railroad Company (“MNR”), Long Island Rail Road (“LIRR”), MTA Bus Company (“MTA BC”), MTA Construction and Development Company (“MTAC&D”) and First Mutual Transportation Assurance Company (“FMTAC”).
- e. Monitor: an independent private sector firm with legal, audit, investigative and loss prevention skills, employed voluntarily or by compulsory process, to monitor an entity’s business activities in order to ensure compliance with relevant laws and regulations, and to uncover and report unethical or illegal conduct within and against the entity. This definition includes Independent Private Sector Inspector Generals.
- f. Present Responsibility: Ongoing review of Contractor’s fitness for work.
- g. Significant Subcontracts: subcontracts in which the Subcontractor is proposed to perform work (i) valued at \$1 million or more and more than 10% of the prime contract value; or (ii) valued at \$5 million or more; or (iii) in Special Circumstances subcontracts of \$100,000 or more. A Significant or Special Circumstances Subcontractor is required to complete and submit the Responsibility Form. The Contractor that is proposing, or requesting approval for, the Significant or Special Circumstances Subcontractor will obtain the completed Responsibility Form from the Subcontractor and provide it to MTAHQ.
- h. Special Circumstances: Contracts or subcontracts valued at \$100,000 or more relating to the following types of work: painting, scrap, concrete, lead, asbestos, and carting, or such other areas as the MTA may designate from time to time.

MTA HQ CONTRACTOR RESPONSIBILITY FORM

PART I IDENTITY OF CONTRACTOR:

- A. Contractor's full legal name: _____
- B. Contractor's mailing address: _____

- C. Contractor's street address (only if different than mailing address): _____

- D. If Contractor has changed its mailing address or street address within the past five (5) years, list all prior addresses within that five (5) year period:

- E. Name, e-mail and telephone number of Contractor's primary point of contact with the MTA:

- F. Contractor's Employer Identification Number ("EIN"): _____
- G. Type of legal entity (corporation, joint venture, sole proprietorship, etc.):

If the Contractor is a joint venture or partnership, please list all parties to the joint venture and partners to the partnership. All partners and parties listed below are required to each complete their own Responsibility Form.

- (1) Partner/Party name: _____
TIN, EIN, or SSN _____ Percentage of Ownership: _____
- (2) Partner/Party name: _____
TIN, EIN, or SSN _____ Percentage of Ownership: _____
- (3) Partner/Party name: _____
TIN, EIN, or SSN _____ Percentage of Ownership: _____

- H. List year Contractor was organized/incorporated and the state of organization/incorporation. If organized under the laws of a foreign country, please list the country:

MTA HQ CONTRACTOR RESPONSIBILITY FORM

- I. List any doing business as or “DBA”, name, trade name or abbreviation the Contractor has used over the past five (5) years.

PART II IDENTITY OF PERSON COMPLETING THIS FORM:

A. Name: _____

B. Employer/Title: _____

C. Office and mobile number: _____

D. Email address: _____

PART III CONTRACTOR REPRESENTATIONS:

The following questions apply to any bid, proposal, or contract between Contractor and any governmental entity, including but not limited to the City and State of New York, the United States government or the MTA. (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: ☐

The following questions apply to: (i) Contractor, Contractor’s parent(s), 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 include Contractor or Contractor’s parent(s), subsidiaries, or affiliates of Contractor, (iii) Contractor’s directors, officers, principals, Managerial Employees, and any person or entity with a 10% or more ownership 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.

A. Within the past five (5) years, has Contractor been declared not responsible by any governmental entity? YES ☐ NO ☐

B. Within the past ten (10) years, has Contractor been debarred, suspended, or otherwise disqualified from bidding, proposing, or contracting by any governmental entity? YES ☐ NO ☐

C. Is there a proceeding pending relating to Contractor’s responsibility, debarment, suspension, or qualification to receive a public contract with any governmental entity? YES ☐ NO ☐

D. Within the past five (5) years, has Contractor defaulted on a contract or been terminated for cause? YES ☐ NO ☐

MTA HQ CONTRACTOR RESPONSIBILITY FORM

- E. Within the past ten (10) years, has any 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?

YES ☐ NO ☐

- F. Within the past five (5) years, has the Contractor been required to engage the services of a Monitor in connection with the award of or in order to complete, any contract?

YES ☐ NO ☐

- G. Within the past five (5) years, have Contractor's safety practices/procedures been evaluated and ruled as less than satisfactory?

YES ☐ NO ☐

- H. 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 and provide ratings for the most recent five (5) years.

YES ☐ NO ☐

PART IV QUESTIONS WHICH MUST BE ANSWERED BY "YES" or "NO":

Please attach a complete organization chart and indicate on that chart which entities are in a direct line of report to and from Contractor in the same business group.

If the Contractor answers "YES" to any question below, it must provide all relevant information on a separate sheet that must be attached to this Responsibility Form. Please check this box if a separate sheet is attached. ☐

After diligent inquiry, in connection with the business of the Contractor or any other company that is related to Contractor by a direct line of reporting, in the same business group, do any of the following questions apply to: (i) Contractor, Contractor's parent(s), 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(s), 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:

- A. Within the past ten (10) years has been convicted of or pleaded nolo contendere to: (i) any felony; or (ii) a misdemeanor related to truthfulness in connection with business conduct?

YES ☐ NO ☐

- B. Within the past ten (10) years, had or 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?

YES ☐ NO ☐

MTA HQ CONTRACTOR RESPONSIBILITY FORM

- C. Within the past ten (10) years, has been or 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?

YES ☐ NO ☐

- D. Within the past ten (10) years, has been or is currently disqualified from selling or submitting bids/proposals to, or receiving awards from, or entering into any contract with any government entity?

YES ☐ NO ☐

- E. Within the past five (5) years, has refused to testify or to answer any question concerning a bid or contract with any 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?

YES ☐ NO ☐

- F. Has been or 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?

YES ☐ NO ☐

- G. Within the past ten (10) years, has 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 bids/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?

YES ☐ NO ☐

- H. Within the past ten (10) years, has entered into a deferred prosecution agreement, or a non-prosecution agreement?

YES ☐ NO ☐

MTA HQ CONTRACTOR RESPONSIBILITY FORM

Explain any “YES” answer in Part IV in the space provided below (or attach additional pages immediately after this page and indicate below that additional pages have been attached).

PART V ADDITIONAL QUESTIONS:

In the event of an answer of “Yes” to any questions in Part V, Contractor must provide all relevant information on a separate sheet of paper attached to this Responsibility Form.

- A. List the name, title, and home and business address of each person or legal entity that holds 10% or more ownership or Control interest in Contractor (attach additional sheets as necessary):
- 1.

Name:	
Title:	
Home Address:	
Business Address:	
Email Address:	
Business Phone #:	

MTA HQ CONTRACTOR RESPONSIBILITY FORM

2.

Name:	
Title:	
Home Address:	
Business Address:	
Email Address:	
Business Phone #	

3.

Name:	
Title:	
Home Address:	
Business Address:	
Email Address:	
Business Phone #:	

B. List the name, title, and home and business address of each director and principal officer of Contractor (attach additional sheets as necessary):

1.

Name:	
Title:	
Home Address:	
Business Address:	
Email Address:	
Business Phone #:	

2.

Name:	
Title:	
Home Address:	
Business Address:	
Email Address:	
Business Phone #:	

3.

Name:	
Title:	
Home Address:	
Business Address:	
Email Address:	
Business Phone #:	

MTA HQ CONTRACTOR RESPONSIBILITY FORM

- C. In the past three (3) years, has Contractor been a subcontractor on any contract with MTA?
YES ☐ NO ☐

If the answer is yes, please provide the contract number, contract description and name of the prime Contractor (attach additional sheets as necessary).

- D. In the past seven (7) years, has the Contractor filed for bankruptcy protection?
YES ☐ NO ☐

- E. In the past five (5) years, have there been any judgments, injunctions, or liens (including tax liens) in the amount of \$100,000 or more rendered including but not limited to, judgments based on taxes owed, fines and penalties assessed by a government agency against the Contractor?
YES ☐ NO ☐

- F. Are there any judgments, injunctions, or liens for \$100,000 or more each against Contractor that remain open, unsatisfied or in effect today?
YES ☐ NO ☐

- G. During the past five (5) years, has the Contractor failed to file, or been delinquent in filing, any federal, state or local tax return?
YES ☐ NO ☐

- H. Does the Contractor own or rent office space? Please provide details. YES ☐ NO ☐
-

- I. Does any owner or principal officer of the Contractor, or any member of their immediate family, have an ownership interest in any entity that holds the title or lease to any real property used by the Contractor?
YES ☐ NO ☐

- J. Does Contractor share office space, staff, equipment, or expenses with any other entity/entities? If "YES", please list the name of the entity/entities, where the office space/equipment is located, who owns the office space/equipment, the names of the staff that are shared and their functions and titles, and the expenses that are shared, along with the duration of all of the above.
YES ☐ NO ☐
-

MTA HQ CONTRACTOR RESPONSIBILITY FORM

K.

1. List all 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) contracts completed. If the answer is none, type "None". _____

a. Brief description of work performed: _____

Contract number: _____ Dollar amount of award: _____

Date Completed: _____ Dollar amount at completion: _____

Name/Telephone number of company and owner's representative: _____

b. Brief description of work performed: _____

Contract number: _____ Dollar amount of award: _____

Date Completed: _____ Dollar amount at completion: _____

Name/Telephone number of company and owner's representative: _____

c. Brief description of work performed: _____

Contract number: _____ Dollar amount of award: _____

Date Completed: _____ Dollar amount at completion: _____

Name/Telephone number of company and owner's representative: _____

MTA HQ CONTRACTOR RESPONSIBILITY FORM

2. List each contract completed by Contractor during the last three (3) years for which liquidated damages or penalties were assessed against Contractor, along with the reason for the assessment of damages/penalties. If the answer is none, type "None". _____

a. Brief description of work performed: _____

Contract number: _____ Dollar amount of award: _____

Date Completed: _____ Dollar amount at completion: _____

Name/Telephone number of company and owner's representative: _____

Reason: _____

b. Brief description of work performed: _____

Contract number: _____ Dollar amount of award: _____

Date Completed: _____ Dollar amount at completion: _____

Name/Telephone number of company and owner's representative: _____

Reason: _____

MTA HQ CONTRACTOR RESPONSIBILITY FORM

c. Brief description of work performed: _____

Contract number: _____ Dollar amount of award: _____

Date Completed: _____ Dollar amount at completion: _____

Name/Telephone number of company and owner's representative: _____

Reason: _____

3. Has the Contractor been awarded any contracts by the MTA where the work has not yet reached substantial completion? If none, state "None". _____ If yes, provide the following information (attach additional sheets if necessary).

Name of Contracting Entity: _____ Contract number: _____

Award Date: _____ Contract period: _____

Brief description of the work to be performed: _____

Awarded to Contractor as prime contractor or joint venture? _____

Percent of Completion: _____

Name/Telephone number of owner's representative: _____

MTA HQ CONTRACTOR RESPONSIBILITY FORM

4. Does the Contractor have any active contracts with any government entity where the contract work is being managed by the same office that manages its contracts with MTA? If none, state "None". _____ If yes, provide the following information. Contractor need not provide more than three (3) such descriptions (include the most recent and highest dollar value contracts).

Name of Contracting Entity: _____ Contract number: _____

Award Date: _____ Contract period: _____

Brief description of the work to be performed: _____

Awarded to Contractor as prime contractor or joint venture? _____

Percent of Completion: _____

Name/Telephone number of owner's representative: _____

5. Has the Contractor performed or is performing as a subcontractor on any contracts awarded by the MTA where the contract has not yet reached substantial completion? If none, state "None". _____ If yes, provide the following information (attach additional sheets if necessary).

Name of Contracting Entity: _____ Contract number: _____

Award Date: _____ Contract period: _____

Brief description of the work to be performed: _____

Awarded to Contractor as prime contractor or joint venture? _____

Percent of Completion: _____

Name/Telephone number of owner's representative: _____

MTA HQ CONTRACTOR RESPONSIBILITY FORM

L. Furnish the following information for each contract for which, during the last three (3) years, the Contractor was:

- (1) Defaulted and terminated; or
- (2) Sued to compel performance; or
- (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
- (4) Called upon a surety to perform the work; or
- (5) Required to engage the services of a Monitor in connection with the award of or in order to complete, any public or private contract; or
- (6) Required to draw on a letter of credit in lieu of a performance bond.

a. Brief description of work performed: _____

Contract number: _____ Dollar amount of award: _____

Date Completed: _____ Dollar amount at completion: _____

Name/Telephone number of company and owner's representative: _____

If none of the above situations occurred during the last three (3) years, state "NONE" here: _____

MTA HQ CONTRACTOR RESPONSIBILITY FORM

M. Attach additional sheets as needed in response to 1 below. If the answer is none, type "None".

1. List all employees, consultants and independent contractors of the Contractor who are currently employees of the MTA:

Name: _____

Currently employed by: (check as appropriate)

MTA ☐ NYCT ☐ MaBSTOA ☐ SIRTOA ☐ MNR ☐ LIRR ☐
TBTA ☐ MTAC&D ☐ MTA BC ☐

Name: _____

Currently employed by: (check as appropriate)

MTA ☐ NYCT ☐ MaBSTOA ☐ SIRTOA ☐ MNR ☐ LIRR ☐
TBTA ☐ MTAC&D ☐ MTA BC ☐

Name: _____

Currently employed by: (check as appropriate)

MTA ☐ NYCT ☐ MaBSTOA ☐ SIRTOA ☐ MNR ☐ LIRR ☐
TBTA ☐ MTAC&D ☐ MTA BC ☐

- N. Does the Contractor have any subsidiary or affiliate companies in a direct line of report to the Contractor within the same business group?

YES ☐ NO ☐

- O. Is Contractor a subsidiary of another entity in a direct line of report in the same business group?

YES ☐ NO ☐

- P. 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 legal entity?

YES ☐ NO ☐

- Q. If the answer to N, O, or P, 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 in a direct line of report to or from Contractor within the same business group? If not, please provide a full explanation on a separate sheet of paper.

YES ☐ NO ☐

MTA HQ CONTRACTOR RESPONSIBILITY FORM

PART VI IDENTITY OF OWNERS/PARTNERS

Who are the owners and/or partners of the Contractor and what percentage does each such person or entity own?

Name of Partner/Owner	Percentage Owned

MTA HQ CONTRACTOR RESPONSIBILITY FORM

PART VII CONTRACT SPECIFIC RESPONSIBILITY FORM

This form is to be completed and submitted with the Schedule __, Contractor Responsibility Form.

..

Contract #: _____ (the "Contract").

Contractor/Subcontractor name:

If Subcontractor, provide prime Contractor name:

1. TECHNICAL RESOURCES

Attach an explanation that will assist the MTA in determining whether Contractor and/or Significant Subcontractor have the necessary technical resources to perform the Contract work. Please include information relating to staffing, facilities, equipment, and tools that Contractor or Significant Subcontractor will commit to the performance of this Contract. If this information has already been provided elsewhere, please note the section of the bid/proposal that is responsive.

See Section: _____

Please check this box if a separate sheet providing an explanation is attached. ☐

2. LICENSES

Please list any licenses, permits, or certifications that Contractor or Significant Subcontractor or your employees hold that may be relevant to this Contract. If the license, permit or certification has been revoked or suspended, please state so and explain the details.

License/Permit/Certification	Name of Holder	Issuing State or Entity

MTA HQ CONTRACTOR RESPONSIBILITY FORM

3. Have any of Contractor or Significant Subcontractor officers, partners, owners, managers, or employees had any (irrespective of whether they are contract specific) licenses, permits, or certifications revoked or suspended in the past three years? If "Yes", explain details below (or attach a separate sheet).

4. PERFORMANCE BOND INFORMATION

(This section is only applicable to solicitations in which the Contractor is required to provide a performance bond. This section is not applicable to Significant Subcontractors.)

Provide the names and addresses of the surety or sureties that will provide the performance bond required by this Contract.

Name	Address	Amount

5. SUBCONTRACTS

(This section is not applicable to Significant Subcontractors.)

Which portions of this Contract, if any, does Contractor expect to subcontract? Attach an additional sheet if necessary. If subcontractors are not currently identified, you may insert TBD in the cell titled, Name and Address of Proposed Subcontractor(s).

Name and Address of Proposed Subcontractor(s)	Portion of Work	Estimated \$ Value of Work

MTA HQ CONTRACTOR RESPONSIBILITY FORM

6. PRIOR MTA EMPLOYEES

List all employees of the Contractor who are or have been MTA or any MTA subsidiary or affiliate employees who were involved on behalf of Contractor or any subcontractor (including but not limited to Significant Subcontractors) with the preparation of the bid/proposal for the Contract or would be involved in the performance of the Contract if it is awarded to Contractor.

Name: _____

Previously or currently employed by: (check as appropriate)

MTA ☐ NYCT ☐ MaBSTOA ☐ SIRTOA ☐ MNR ☐ LIRR ☐
TBTA ☐ MTAC&D ☐ MTA BC ☐

Name: _____

Previously or currently employed by: (check as appropriate)

MTA ☐ NYCT ☐ MaBSTOA ☐ SIRTOA ☐ MNR ☐ LIRR ☐
TBTA ☐ MTAC&D ☐ MTA BC ☐

Contractors and subcontractors are reminded that Section 73 of the Public Officers Law and the MTA Vendor Code of Ethics place strict limitations on former MTA employees being employed by or receiving compensation from MTA Contractors, Subcontractors, bidders or proposers.

7. FINANCIAL INFORMATION

(This section is not applicable to Significant Subcontractors.)

Contractor confirms that it has submitted certified copies of its financial statements for the past three (3) fiscal years and the Financial Responsibility Data Workbook to the Document Repository. If Contractor does not have certified financial statements, it should provide financial statements sworn to by Contractor's Chief Financial Officer, along with any other relevant information that will assist the MTA in evaluating and determining whether the contractor has sufficient financial resources to perform the Contract.

MTA HQ CONTRACTOR RESPONSIBILITY FORM

CERTIFICATION

Contractor/Subcontractor certifies that the responses contained in the Contractor Responsibility Form, and the responses contained in the Contract Specific Responsibility Form, are true, accurate and complete as of the date of this submission and authorizes MTA to verify any such information through a background check or other method(s) that the MTA deems appropriate.

Contractor/Subcontractor acknowledges and understands that its responses to this Contractor Responsibility Form and its responses to the Contract Specific Responsibility Form, will be used for the purpose of determining Contractor's/Subcontractor's responsibility in connection with an MTA contract or change order award, and that Contractor's/Subcontractor's failure or refusal to provide the information and authorization requested may impact or otherwise prevent Contractor/Subcontractor from being deemed eligible to receive the prospective contract or change order award.

Signatory certifies that they are duly authorized by the Contractor/Subcontractor to sign this Contractor Responsibility Form on the Contractor's/Subcontractor's behalf and to bind the Contractor/Subcontractor to the responses contained in this document and in the Contract Specific Responsibility Form.

Signature: _____ Date: _____

Name (print): _____ Title: _____

Information received by the MTA in connection with this form will be maintained by the agency in accordance with all applicable legal requirements, including those contained in the NYS Personal Privacy Protection Law

MTA HQ CONTRACTOR RESPONSIBILITY FORM

CERTIFICATION OF NO CHANGE

(If applicable, complete and submit the original, signed Certification of No Change and attach a copy of the previously submitted Responsibility Form.)

1. I am _____ of _____.
(Print name and title) (Print name of firm)
2. The firm is the Contractor/Subcontractor for Contract _____. I am duly authorized to sign this Certification of No Change on behalf of said firm and duly signed this document pursuant to said authorization.
3. The Contractor/Subcontractor previously submitted a MTA [*AGENCY HERE*] Responsibility Form within one (1) year prior to the date hereof, to MTAHQ.
4. Attached is an accurate and true copy of such previously submitted MTA [*AGENCY HERE*] Responsibility Form.
5. I hereby certify that there has been no change in the information specified on such attached Responsibility Form, except as follows: _____

6. I acknowledge and understand that the previously submitted MTA [*AGENCY HERE*] Responsibility Form includes provisions which are deemed included in the Contract if awarded to the firm.

Signatory certifies that they are duly authorized by the Contractor/Subcontractor to sign this Responsibility Form on the Contractor's/Subcontractor's behalf and to bind the Contractor/Subcontractor to the responses contained in this document.

Signature: _____

Date: _____

Name (print): _____

Title: _____

SCHEDULE B1

CONTRACT SPECIFIC RESPONSIBILITY FORM

CONTRACT SPECIFIC RESPONSIBILITY FORM

This form is to be submitted after Contractor is notified that it is the low bidder, or has otherwise been selected for a contract award, or as directed by MTA. Significant Subcontractors that are proposed to work on the contract referenced below are also required to complete this form. A Significant Subcontractor is defined as: (i) subcontracts in which the subcontractor is proposed to perform work valued in excess of \$1 million; or (ii) in Special Circumstances involving subcontracts of \$100,000 or more.

Contract #: _____ (the "Contract").

Contractor/Subcontractor name: _____

If Subcontractor, provide prime Contractor name: _____

1. TECHNICAL RESOURCES

Attach an explanation that will assist the MTA in determining whether Contractor or Significant Subcontractor have the necessary technical resources to perform the Contract work. Please include information relating to staffing, facilities, equipment, and tools that Contractor or Significant Subcontractor will commit to the performance of this Contract. If this information has already been provided elsewhere, please note the section of the bid/proposal that is responsive.

See Section: _____

Please check this box if a separate sheet providing an explanation is attached. ☐

2. LICENSES

Please list any licenses, permits, or certifications that Contractor or Significant Subcontractor or your employees hold that may be relevant to this Contract. If the license, permit or certification has been revoked or suspended, please state so and explain the details.

License/Permit/Certification	Name of Holder	Issuing State or Entity

3. Have any of Contractor or Significant Subcontractor officers, partners, owners, managers, or employees had any (irrespective of whether they are contract specific) licenses, permits, or certifications revoked or suspended in the past three years? If “Yes”, explain details below (or attach a separate sheet).

4. PERFORMANCE BOND INFORMATION

(This section is only applicable to solicitations in which the Contractor is required to provide a performance bond. This section is not applicable to Significant Subcontractors.)

Provide the names and addresses of the surety or sureties that will provide the performance bond required by this Contract.

Name	Address	Amount

5. SUBCONTRACTS

(This section is not applicable to Significant Subcontractors.)

Which portions of this Contract, if any, does Contractor expect to subcontract? Attach an additional sheet if necessary. If subcontractors are not currently identified, you may insert TBD in the cell titled, Name and Address of Proposed Subcontractor(s).

Name and Address of Proposed Subcontractor(s)	Portion of Work	Estimated \$ Value of Work

6. PRIOR MTA EMPLOYEES

List all employees of the Contractor who, within the past two (2) years, have been MTA or any MTA subsidiary or affiliate employees who were involved on behalf of Contractor or any subcontractor (including but not limited to Significant Subcontractors) with the preparation of the bid/proposal for the Contract or would be involved in the performance of the Contract if it is awarded to Contractor.

Name: _____

Currently employed by: (check as appropriate)

MTA ☐ NYCT ☐ MaBSTOA ☐ SIRTOA ☐ MNR ☐ LIRR ☐
TBTA ☐ MTAC&D ☐ MTA BC ☐

Name: _____

Currently employed by: (check as appropriate)

MTA ☐ NYCT ☐ MaBSTOA ☐ SIRTOA ☐ MNR ☐ LIRR ☐
TBTA ☐ MTAC&D ☐ MTA BC ☐

7. FINANCIAL INFORMATION

(This section is not applicable to Significant Subcontractors.)

Contractor confirms that it has submitted certified copies of its financial statements for the past three (3) fiscal years and the Financial Responsibility Data Workbook to the Document Repository. If Contractor does not have certified financial statements, it should provide financial statements sworn to by Contractor's Chief Financial Officer, along with any other relevant information that will assist the MTA in evaluating and determining whether the contractor has sufficient financial resources to perform the Contract.

CERTIFICATION

I am duly authorized to sign this Schedule B1 on behalf of the Contractor or Significant Subcontractor and affirm that the information contained in this document is true, accurate and complete. I authorize the MTA to verify the information contained in this schedule and to conduct any background checks or other investigations it deems appropriate.

I understand and agree that typing my name or attaching a digital signature in the space below will have the same force and legally binding effect as my original handwritten signature.

Name: _____

Title: _____

By: _____ Date: _____
Signature

Attachment D
OMNIBUS PROCUREMENT ACT PROVISIONS

**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 Enterprises¹:

Does bidder/proposer anticipate that one or more New York State Business Enterprises will be used in the performance of this contract?

Yes: ☐

No: ☐

Page 1 of 3

¹ 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).

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 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.

Rev.
6/2/2014

METROPOLITAN TRANSPORTATION AUTHORITY
STATEMENT OF RULES AND REGULATIONS
WITH RESPECT TO PROMPT PAYMENT
[Effective April 30, 1988]

PART 1091

(Statutory Authority: Public Authorities Law §2880)

Section 1002.1 Policy. This statement is intended to establish rules and regulations as required under Section 2880 of the Public Authorities Law regarding prompt payment. Subject to the conditions and exceptions set forth in Section 2880 and this Part, in the event any proper invoice is not paid promptly, the applicable authority shall be liable for the payment of interest on late payments. This policy shall apply to all contracts entered into on or after April 30, 1988.

Section 1002.2 Definitions. As used in this Part, the following terms shall have the following meanings unless otherwise specified:

- (a) Corporation means the Metropolitan Transportation Authority, the New York City Transit Authority, the Manhattan and Bronx Surface Transit Operating Authority, the Staten Island Rapid Transit Operating Authority, the Long Island Rail Road Company, the Metro-North Commuter Railroad Company, the Metropolitan Suburban Bus Authority, the Triborough Bridge and Tunnel Authority, or the Metropolitan Transportation Authority Card Company, as the case may be.
- (b) Contract means an enforceable agreement entered into by a contractor and the Corporation, including but not limited to written contracts and purchase orders, written or oral requests for goods or services, including public utility services and lease agreements.
- (c) Contractor means any person, partnership, firm, corporation or association, including public utilities and not-for-profit organizations:
 - (1) selling materials, equipment, or supplies or leasing property or equipment to the corporation; or
 - (2) constructing, reconstructing, rehabilitating or repairing buildings, highways or other improvements for, or on behalf of, the corporation; or
 - (3) rendering or providing services to the corporation pursuant to a contract;
- (d) Designated payment office means the office designated by the corporation to which a proper invoice is to be submitted by a contractor.
- (e) Payment date means the date on which a check for payment pursuant to a contract is dated.
- (f) Proper invoice means a written request for a contract payment that is submitted by a contractor to the designated payment office setting forth the description, price, and quantity of goods, property or services delivered or rendered, in such form and supported by such other substantiating documentation as the Corporation may require.
- (g) Receipt of an invoice ("ROI") means:
 - (1) the date on which a proper invoice is actually received in the designated payment office; or
 - (2) the date on which the corporation receives the purchased goods, property or services covered by the proper invoice, whichever is later; or
 - (3) in regard to progress payments on capital construction projects, the date on which there is concurrence between the contractor and the project manager or chief engineer or their designee with respect to the preliminary estimate of the value of work performed during the billing period; or

- (4) in regard to final payments on capital construction projects, the date on which the contract work has been accepted as completed by the project manager or chief engineer of the corporation or their designee; or
- (5) in regard to the deposit or submission by a contractor of bonds, notes, securities or other collateral in substitution for contract amounts retained by the corporation, as permitted by statute or contract, the date the proper bonds, notes, securities or other collateral are deposited or submitted.
- (h) Setoff means the reduction by the corporation of a payment due to a contractor by an amount equal to the amount of an unpaid legally enforceable debt owed by the contractor to the corporation, and shall include, but not be limited to, unused credit advices received from the contractor, liquidated damages under the contract, contractor liability for personal injury, property damage or other loss, damages for default regarding a proposal, or for breach of contract, as well as for any extra contractual claim for liability or damages of any nature.

INTEREST ELIGIBILITY

1002. Eligible Payments.

- (a) With the exception of the payments described in sub-division (b) of this section, every payment of funds to a contractor pursuant to a contract, and every payment of interest pursuant to this Part, is eligible for interest whenever the payment is not made by the required payment date, unless failure to make such payment is the result of a lien, attachment or other legal process against the money due the contractor. Notwithstanding the foregoing, interest shall not be paid that amounts to less than \$10.00.
- (b) Payments are not eligible for interest under this Part when they are due and owing by the corporation;
 - (1) under the Eminent Domain Procedure Law;
 - (2) as interest allowed on judgments rendered by a court, except to the extent that interest is incurred under this Part prior to the date of the notice of intent to file a claim, the date of a notice of claim, or the date on which a legal action for the payment of such interest is commenced, whichever occurs first;
 - (3) to the Federal government; to any State agency or its related instrumentalities; to any duly constituted unit of local government, including but not limited to counties, cities, towns, villages, school districts, special districts or any of their related instrumentalities; to any public authority or public benefit corporation; or to employees of the corporation when acting in, or incidental to, their public employment capacity; and
 - (4) in situations where the corporation exercises a legally authorized setoff against all or part of the payment due the contractor.

INTEREST CALCULATION

1002. Required Payment Date. (a) Effective through June 30, 1989, the required payment date shall be 45 calendar days after the ROI date.

1002.4 (b) Effective July 1, 1989, the required payment date shall be 30 calendar days, excluding legal holidays, after the ROI date.

1002.5 Receipt of Invoice Date:

- (a) Effective through June 30, 1989. Except where adjusted pursuant to sections 1002.8, 1002.9, 1002.10, 1002.11, 1002.12 or 1002.13 of this Part, the ROI date shall be:

- (1) in the case of final payments on capital construction contracts, 30 calendar days after the date on which the contract work has been accepted by the project manager or chief engineer of the corporation or their designee;
 - (2) in the case of contracts which require that the contractor be paid at predetermined intervals, other than leases, licenses or permits relating to the use of real property, the 45th calendar day prior to each payment date specified in the contract, or the date upon which a proper invoice, if required, is submitted, whichever date is later; or
 - (3) in the case of periodic payments pursuant to leases, licenses or permits relating to the use of real property for which an invoice is not required by the instrument, the 45th day prior to the last day under the instrument on which payment may be made without penalty, or the 45th day prior to the 20th day after the payment due date where the instrument does not provide for a penalty upon late payment.
 - (4) in the case of interest payments required to be paid pursuant to this Part, the payment date for the late payment as to which interest is due.
 - (5) in all other cases, the date of the receipt of a proper invoice as defined in section 1002.2(g) of this Part.
- (b) The ROI date determined in accordance with subdivision (a) of this section shall be adjusted in the situations described in sections 1002.8, 1002.9, 1002.10, 1002.11, 1002.12 and 1002.13 of this Part, in accordance with the procedures outlined in those sections.
- (c) Effective July 1, 1989. Except where adjusted pursuant to sections 1002.8, 1002.9, 1002.10, 1002.11, 1002.12 or 1002.13 of this Part, the ROI date shall be:
- (1) in the case of final payments on capital construction contracts, 30 calendar days after the date on which the contract work has been accepted by the project manager or chief engineer of the corporation or their designee;
 - (2) in the case of contracts which require that the contractor be paid at predetermined intervals, other than leases, licenses or permits relating to the use of real property, the 30th calendar day prior to each payment date specified in the contract, or the date upon which a proper invoice, if required, is submitted, whichever date is later; or
 - (3) in the case of periodic payments pursuant to leases, licenses or permits relating to the use of real property for which an invoice is not required by the instrument, the 30th day prior to the last day under the instrument on which payment may be made without penalty, or the 30th day prior to the 20th day after the payment due date where the instrument does not provide for a penalty upon late payment;
 - (4) in the case of interest payments required to be paid pursuant to this Part, the payment date for the late payment as to which interest is due;
 - (5) in all other cases, the date of the receipt of a proper invoice as defined in section 1002.2(g) of this Part.
- (b) The ROI date determined in accordance with subdivision (a) of this section shall be adjusted in the situations described in sections 1002.8, 1002.9, 1002.10, 1002.11, 1002.12 and 1002.13 of this Part, in accordance with the procedures outlined in those sections.

1002.6 Interest Eligibility. (a) Effective through June 30, 1989, interest shall be calculated and paid at the daily rate pursuant to section 1002.7 of this Part on all interest-eligible payments, as determined in accordance with section 1002.3 of this Part, when the payment date is more than 45 calendar days after the ROI date.

(b) Effective July 1989, interest shall be calculated and paid at the daily rate pursuant to section 1002.7 of this Part on all interest-eligible payments, as determined in accordance with section 1002.3 of this Part, when the payment date is more than 30 calendar days, excluding legal holidays, after the ROI date.

1002.7 Computation of Interest Payment.

- (a) Interest under this Part shall be computed at the daily rate in effect on the date the interest is paid, as set by the State Tax Commission for corporate taxes pursuant to section 1096(e)(1) of the Tax Law.
- (b) Interest payments on amounts due to a contractor pursuant to this Part shall be paid to the contractor for the period beginning on the day after the required payment date and ending on the payment date.
- (c) In the case of interest payments on amounts due to a contractor pursuant to this part under a lease, license or permit in relation to the use of real property, where the instrument provides for a penalty for late payment, the corporation shall pay the contractor the greater of the interest the contractor would be entitled to pursuant to this Part, or the penalty provided for under the instrument, but not both.
- (d) In no event shall interest accrue beyond the date of a notice of intention to file a claim, the date of a notice of a claim, or the date commencing a legal action for the payment of such interest, whichever occurs first.

ADJUSTMENT OF ROI DATE

1002.8 Inspection or Audit.

- (a) The ROI date shall be adjusted in accordance with subdivision (b) or (c) of this section whenever, in accordance with specific provisions of statute, regulation or the contract, payment must be preceded by an inspection period or by an audit to determine the resources applied or used by a contractor in fulfilling the terms of the contract or otherwise to verify the work, goods or services billed for were provided in accordance with the contract.
- (b) Except as provided in subdivision (c) of this section, where a contract provides for an inspection or audit period, the ROI date shall be the original ROI date increased by the lesser of:
 - (1) the number of days provided for the inspection or audit; or
 - (2) the number of days actually utilized for the inspection or audit; provided, however, that where the audit or inspection period began prior to the date of receipt of an invoice, the ROI date shall be the date that the required inspection or audit has been completed, or the date that the statutory, regulatory or contractual inspection or audit period ends, whichever date is earlier, but in no event shall the ROI date be earlier than the date of the receipt of an invoice as defined in section 1002.2(g) of this Part.
- (c) Whenever in the course of an audit or inspection as described in subdivision (a) of this section, the corporation determines that there is a defect in the delivered goods, property or service, or defects in the invoice, or suspected improprieties of any kind, the Corporation shall, no later than the expiration of the statutory or contractual audit or inspection period, notify the contractor of the defect or impropriety. In such case, the ROI date shall be the date that the corrected invoice, or goods or services, are delivered or provided, or the date that the impropriety is resolved, except where the corporation has failed to notify the contractor of such defect or suspected impropriety prior to the expiration of the audit or inspection period. In such case, the ROI date shall be the ROI date as determined in accordance with the preceding sentence, reduced by the number of days after the expiration of the audit or inspection period which the agency took to notify the contractor of the defect or suspected impropriety.

1002.9 Lack of Appropriation or Funds.

- (a) The ROI date shall be determined in accordance with subdivision (b) of this section whenever the necessary Federal, State, or local government appropriation or action required to authorize payment has yet to be enacted or taken or the funds have not been released.

- (b) (1) Except in the situations covered by paragraph (2) of this subdivision, the ROI date shall be the effective date of the required appropriation, action or release of funds.
- (2) Where the ROI date would otherwise be determined in accordance with section 1002.5(a)(2) of this Part and the appropriation or action to authorize payment is not in effect on the payment date specified in the contract or the funds have not been released, the ROI date shall be the ROI date determined in accordance with section 1002.5(c)(2) of this Part increased by the number of days between the payment date specified in the contract and the date the appropriation or action is effective or the funds are released.

1002.10 Government Review of Invoice.

- (a) The ROI date shall be determined in accordance with subdivision (b) of this section whenever a proper invoice must be examined by the Federal, State or a local government prior to payment or whenever payment of an invoice must be processed by an entity, including but not limited to a government agency or public authority that is not under the corporation's control.
- (b) The ROI date shall be the original ROI date increased by a number of days equal to the number of days between the date that the corporation transmits the invoice to the Federal, State or local government for examination and the date that the corporation receives the approved invoice from the government entity following its review or the number of days between the date that the corporation submits the invoice for payment to an entity not under its control and the date on which that entity pays the invoice.

1002.11 Noncompliance with Contract.

- (a) The ROI date shall be determined in accordance with subdivision (c) of this section whenever the goods or property have not been delivered or the services have not been rendered by the contractor in compliance with the terms or conditions of the contract, including but not limited to over or undershipment of goods.
- (b) The corporation shall notify the contractor in what respect the delivered goods or the rendered services are not in compliance with the contract. The notice shall further inform the contractor of what action the corporation requires by the contractor in order to rectify the areas of noncompliance.
- (c) The ROI date shall be the original ROI date increased by a number of days equal to the number of days between the date that the agency sends a written notice to the contractor that the delivered goods or the rendered services are not in compliance with the contract and the date that the areas of noncompliance are resolved to the corporation's satisfaction.

1002.12 Capital Construction Contracts.

- (a) The ROI date shall be adjusted whenever, in the case of any payments on capital construction contracts, the corporation's project manager or chief engineer or their designee determines that the contractor has failed to properly submit the necessary documents and other materials prescribed by or provided for in the contract specifications, terms and conditions, or requirements, or by any applicable local, State and Federal law or regulation, in order to enable the Corporation to process the payment properly and expeditiously.
- (b) The corporation's project manager or chief engineer or their designee shall send written notice to the contractor of his failure to submit the necessary documents and materials. The notice shall indicate all documents and materials required.
- (c) The ROI date shall be the original ROI date increased by the number of days beginning on the date that the corporation's project manager or chief engineer or their designee sends written notice to the contractor of his failure to submit the necessary documents and materials and ending on the date that the corporation receives the necessary documents and materials.

1002.13 Notice of Defects.

- (a) The corporation shall have 15 calendar days after receipt of an invoice at its designated payment office to notify the contractor of (1) defects in the delivered goods, property or services, (2) defects in the invoice, or (3) suspected improprieties of any kind.
- (b) Except as provided in subdivision (c) of this section, when the corporation notifies a contractor of such defects or suspected improprieties and the contractor thereafter submits a corrected invoice or delivers corrected goods or services, the ROI date shall be the date upon which the corrected invoice or corrected goods or services are received by the corporation. If a corrected invoice or corrected goods or services are not required, the ROI date shall be the date upon which the corporation determines that the suspected improprieties have been resolved.
- (c) If the corporation fails to notify a contractor of such defects or suspected improprieties within 15 calendar days of receipt of an invoice, the ROI date, as determined by subdivision (b) of this section, shall be adjusted to an earlier date by the number of days equal to the days in excess of 15 that the corporation took after receipt of an invoice to notify the contractor of the defects or suspected improprieties.

MISCELLANEOUS

1002.1 Sources of Funds. For interest payments required by this Part covering invoices on purchased goods, property or services which are other than capital in nature, the corporation may use operating revenues, State and local operating assistance funds, State and local tax subsidies, investment income, and any other sources of operating funds which are or may become available for such purpose. For interest payments required by this Part covering invoices on purchased goods, property or services which are of a capital nature, the corporation may use any available governmental capital appropriations, Triborough Bridge and Tunnel Authority Investment Income, MTA Investment Income, and any other sources of capital funds which are or may become available for such purpose.

1002.15 No Waiver or Estoppel.

- (a) No acceptance or other certificate given by the corporation under this Part or the payment of interest, shall be construed to waive or estop the corporation from asserting any claim or right relating to any defect or nonconformity in any goods, work or services, whether patent or latent, regardless of when discovered.
- (b) No obligation or liability for interest, nor the actual payment of any such interest under this Part, shall be construed as indicating or implying that the contractor's performance relating to such payment was in all respects satisfactory, acceptable, proper or in conformance with the contract documents, and the fact that the corporation may have paid or be obligated to pay such interest, shall not preclude the corporation from later determining that the work performed or goods delivered, as the case may be, was not satisfactory or acceptable or proper or in conformance with the contract.

1002.16 Review.

- (a) Any determination made by the corporation pursuant to this Part that prevents the commencement of or interrupts the time in which interest will be paid shall be subject to administrative review. A contractor aggrieved by any such determination of the corporation shall, within 30 calendar days of the date of the determination or the payment of the invoice, whichever is later, submit a notice of intention to make a claim for interest in writing to the comptroller of the corporation. The notice of intention to make a claim for interest shall include an identification of the contract, by date and number, under which the claim is made, the date on which a proper invoice was submitted, or on which the goods or services were delivered, or on which payment was otherwise due, the reason given by the corporation, if any, for why commencement of the time in which interest was to be paid was prevented or interrupted, and the facts and circumstances which, in the contractor's opinion, show that the commencement of the time in which interest was to be paid should not have been prevented or interrupted.

- (b) A notice of intention to make a claim for interest under this section must be received by the comptroller of the corporation no later than thirty days from the determination of the corporation being challenged or the payment of the invoice, whichever is later. Within 30 calendar days of timely receipt of a proper and complete notice of intention to submit a claim for interest, the comptroller of the corporation shall either deny the claim or grant the claim in whole or in part. If the comptroller grants the claim in whole or in part, the corporation shall, within 7 calendar days, excluding legal holidays, pay the contractor the additional interest to which he is entitled. A failure by the comptroller to rule on a claim within this section within 30 calendar days shall be deemed a denial of such claim.
- (c) A determination by the comptroller of the corporation adverse to the contractor either in whole or in part shall be subject to judicial review in a proceeding pursuant to article 78 of the Civil Practice Law and Rules. No determination by the corporation under this Part which has not first been reviewed by the comptroller of the corporation pursuant to this section shall be subject to judicial review.

Section statutory authority: Civil Practice Law & Rules, § A78

1002.1 Recovery of Interest. In any case where the corporation has paid interest under this Part and later determines that the interest was wrongly or incorrectly paid, whether because of a mistaken calculation of delay in payment or of interest due, or because the payment made, or any part of it, was not properly due to the contractor for any reason, or because of any other circumstance or state of facts, the corporation may recover the interest wrongly or incorrectly paid by means of a demand to the contractor for the repayment of the interest or a setoff against future payments to the contractor or by any other lawful means including a court action or proceeding.

ATTACHMENT F

COMPLIANCE WITH NEW YORK STATE FINANCE LAW SECTIONS 139-j AND 139-k (THE “LOBBYING LAW”)

All procurements by the Authority 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 Authority 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 Authority 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. The Authority 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 Authority’s Executive Director and OGS.

Moreover, the statutes require the Authority to obtain certain affirmation and certifications from bidders and proposers. This Attachment F contains the forms to comply, with additional information and instructions. The forms, which are attached hereto, must be completed by the Bidder/Proposer in order to comply with the Lobbying Law:

- Form 1 - Disclosure of Prior Non-Responsibility Determinations
- Form 2 - Bidder’s/Proposer’s Affirmation and Certification

Note: Failure to complete and return the forms with your Bid/Proposal may cause the Bidder/Proposer to be deemed non-responsible.

**COMPLIANCE WITH NEW YORK STATE
FINANCE LAW, SECTIONS 139-j AND 139-k
(THE "LOBBYING LAW")**

Form 1

DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

Additional Information and Instructions:

New York State Finance Law §139-k(2) obligates the Authority to obtain specific information regarding prior non-responsibility determinations. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an offerer 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 §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 §139-k(3) mandates consideration of whether an offerer 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 offerer 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.

Name of Bidder/Proposer: _____

Address: _____

Name and Title of Person Submitting this Form: _____

1. Has any governmental entity* made a finding of non-responsibility regarding the Bidder/Proposer in the previous four years? No ☐ Yes ☐

If yes, please answer the following questions:

2. Was the basis for the finding of the Bidder's/Proposer's non-responsibility due to a violation of State Finance Law §139-j? No ☐ Yes ☐

3. 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 ☐

4. If you answered yes to any of the above questions, please provide details below regarding the finding of non-responsibility:

- Governmental Entity: _____
- Year of Finding of Non-responsibility: _____
- Basis of Finding of Non-responsibility: _____

(Add additional pages as necessary)

5. Has any governmental entity terminated or withheld award of a procurement contract with the Bidder/Proposer due to the intentional provision of false or incomplete information?

No ☐ Yes ☐

6. If you answered yes to Question 5, please provide details below:

- Governmental Entity: _____
- Year of Finding of Non-responsibility: _____
- Basis of Finding of Non-responsibility: _____

(Add additional pages as necessary)

Offeror certifies that all information provided to the Authority with respect to State Finance Law Section 139-k is complete, true and accurate.

By: _____ **Date:** _____

Signature

Name: _____ **Title:** _____

*A "governmental 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 whose 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 §139-j, paragraph 1.a.)

**COMPLIANCE WITH NEW YORK STATE
FINANCE LAW, SECTIONS 139-j AND 139-k
(THE "LOBBYING LAW")**

Form 2

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 as required by New York State Finance Law § 139-j and §139-k.
- b) Certified that all information provided to the Authority with respect to State Finance Law §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: _____

THE AUTHORITY'S RIGHT TO TERMINATE

The Authority 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 §139-k was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Contractor/Consultant in accordance with the written notification terms of the Contract.

ATTACHMENT G

METROPOLITAN TRANSPORTATION AUTHORITY VENDOR CODE OF ETHICS

PROPOSER'S CERTIFICATION OF COMPLIANCE

The Metropolitan Transportation Authority has adopted a 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. Additional information concerning the MTA Vendor Code of Ethics is contained in the contract documents. All Vendors involved in this Request for Proposals ("RFP") and during the performance of any resultant contract are subject to the Code, which is available for Proposer's immediate review on the MTA website at www.mta.info/mta/procurement/vendor-code.htm. Accordingly, all Proposers must certify compliance with the Code.

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 Proposer hereby certifies that during the course of this RFP and any resultant Contract:

1. The 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 the Authority in connection with this RFP or any resultant contract;
3. No conflicts of interest exist or will exist;
4. All officers and personnel of the Proposer who have interacted or will interact with the Authority have been or will be provided a copy of the Code; and
5. The Proposer will obtain certifications similar to those made herein from all of its lower tier subcontractors, subconsultants and suppliers that the 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 the Authority.

By:

(Signature of Person Certifying)

(Date Signed)

Print Name:

Print Title:

Bidder/Proposer or

Contractor/Consultant:

(Full Legal Name)

Address:

Business Phone No.:

Rev.10/06

Boiler/CodeOfEthics/RFP/Attach.G.doc

ATTACHMENT H

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 <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> 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, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, 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, the Authority may consider entering into a Contract, on a case by case basis if the Bidder 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.

The Certification is as follows:

- ☐ **a. Certification that the Bidder 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 investment in Iran is ceasing:** The person cannot make the certification in Subparagraph a, above, but asks the Authority 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/Date

Printed Name and Position

APPENDIX B

AFFIRMATIVE ACTION/EEO REQUIREMENTS

The Bidder agrees to the terms and conditions of non-discrimination as set forth within. The Bidder, as a precondition to entering into a valid and binding contract shall, during the performance of this contract, agree to the following:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status. The contractor will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. The contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on this contract. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- (b) 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.
- (c) At the request of the Authority, 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.
- (d) After an award of this contract, the contractor shall submit to the Authority a workforce utilization report, in a form and manner required by the Authority, of the work force actually utilized on this contract, broken down by specified ethnic background, gender, and Federal Occupational Categories or other appropriate categories specified by the Authority.
- (e) Prior to the award of this contract, the contractor shall submit an Equal Employment Opportunity (EEO) Policy Statement and an EEO-1 form to the Authority within the time frame established by the Authority. The contractor's EEO Policy Statement shall contain, but not necessarily be limited to, and the contractor, as a precondition to entering into this contract shall, during the performance of the contract, agree to the provisions set forth in paragraphs (a)-(c) above. The EEO-1 Form shall reflect contractor information on the ethnic background, gender, and Federal Occupational Categories of the employees to be utilized on this contract.

- (f) Within sixty (60) days of the execution of this Contract, the Contractor shall submit a staffing plan (Form Staffpln), in a form and manner required by the Authority, which shall contain information on employees projected to work on activities related to the contract. This information must be broken down by specified ethnic background, gender and related job titles.
- (g) For construction contracts, after the award of the contract, the contractor and all subcontractors shall submit on a monthly basis, in a form and manner required by the Authority, throughout the life of the contract, a Workforce Utilization Report. The report must detail the number of employees that worked on activities related to this contract. The information must be broken down by hours worked, specified ethnic background, gender, related job titles, and gross wages.
- (h) Except for construction contracts, after the award of the contract, the contractor and all subcontractors shall submit on a quarterly basis, in a form and manner required by the Authority, throughout the life of the contract, a Workforce Utilization Report. The report must detail the number of employees that worked on activities related to this contract. The information must be broken down by hours worked, specified ethnic background, gender, related job titles, and gross wages.
- (i) The provisions of this Appendix shall not apply to the extent the Contractor or a subcontractor has obtained a waiver from the Authority based on duplication or conflict with federal laws.
- (j) The contractor agrees to include the language of the provisions of paragraphs (a)-(i) above in every subcontract in such manner that the requirements of the provisions will be binding upon each subcontractor and each party to this contract as to work in connection with this contract, including the requirement that subcontractors and parties to this contract shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and, when requested, provide to the contractor information on the ethnic background, gender, and Federal Occupational Categories of the employees to be utilized on this contract.

Attachments: Forms: - EEO-1; Staffing Plan; WF/Construction, incl. Instructions; WF/Commodities, Service and/or Consultant Firms, incl. Instructions.

Boiler/AA-EEO/Appendix B/Bidder.doc
1.01.18

METROPOLITAN TRANSPORTATION AUTHORITY
Office of Civil Rights

EQUAL EMPLOYMENT OPPORTUNITY
EMPLOYER INFORMATION REPORT EEO-1

Section A – TYPE OF REPORT

1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX):

(1) ☐ Single-establishment Employer Report

Multi-establishment Employer:

(2) ☐ Consolidated Report (Required)

(3) ☐ Headquarters Unit Report (Required)

(4) ☐ Individual Establishment Report (submit one for each establishment with 50 or more employees)

(5) ☐ Special Report

-
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). (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

e.

b. Employer Identification No. (IRS 9-DIGIT TAX NUMBER): _____

f.

c. Was an EEO-1 report filed for this establishment last year? (6) ☐ Yes (7) ☐ No

METROPOLITAN TRANSPORTATION AUTHORITY

Office of Civil Rights

EQUAL EMPLOYMENT OPPORTUNITY EMPLOYMENT INFORMATION REPORT EEO-1

Section C – EMPLOYMENT DATA

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) A	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											
Sales Workers 4											
Office & Clerical 5											
Craft Workers (Skilled) 6											
Operatives (Semi-Skilled) 7											
Laborers (Unskilled) 8											
Service Workers 9											
TOTAL 10											
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? (8) ☐ Yes (9) ☐ No

METROPOLITAN TRANSPORTATION AUTHORITY
Office of Civil Rights

EQUAL EMPLOYMENT OPPORTUNITY
EMPLOYER INFORMATION REPORT EEO-1

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

1. 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 (10) ☐ All reports are accurate and were prepared in accordance with the instructions (check on Consolidated only)
- One: (11) ☐ This report is accurate and was prepared in accordance with the instructions.

Name of Certifying Official	Title	Signature	Date
Name of person to 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, U.S. CODE, TITLE 18, SECTION 1001.

STAFFING PLAN

Project/RFP Title: _____ Location of Contract : _____
County

ZIP

Contractor/Firm Name: _____ Address : _____
City State

ZIP

Check applicable categories: (1) Staff Estimates include: ☐ Contract/Project Staff Total Work Force ☐
 (2) Type of Contract: ☐ Construction ☐ Consultants ☐ Subcontractors ☐ Commodities ☐ Service ☐ Consultants

Total Anticipated Work Force											Total Percent Minority Employees	Total Percent Female Employees
Federal Occupational Category	Total Number of Employees		Black (Not of Hispanic Origin)		Hispanic		Asian or Pacific Islander		Native American/ Alaskan Native			
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female		
Officials/Admin.												
Professionals												
Technicians												
Sales Workers												
Office & Clerical												
Craft Workers												
Operatives												
Laborers												
Service Workers												
TOTALS												

Company Official's Name: _____ Title : _____

Company Official's Signature: _____ Date: _____

Telephone Number: () _____

APPENDIX C

**GUIDELINES FOR CONTRACTORS AND/OR
INSURANCE REQUIREMENTS**

NEW YORK CITY TRANSIT AUTHORITY

Division of Materiel

Schedule A - Non-Construction Agreements INSURANCE REQUIREMENTS

MTA MASTER UNIFORM INSURANCE REQUIREMENTS NON-CONSTRUCTION AGREEMENTS - NYCT

Contract Number:	TBD
Description:	On call pest control/exterminating services for all MTA Locations

The term "Contractor" as used in this document shall refer to any third party entering into a contract ("Contract") with the Metropolitan Transportation Authority ("Authority"). As such, the term may encompass Contractors, Consultants, and Design Build Contractors. The term "Work" as used in this document shall refer to all work or services of the Contractor in connection with such Contract.

SECTION A. INSURANCE SCHEDULE:

The Contractor shall procure, at its sole cost and expense, and shall maintain at all times during the term of this Contract, through Final Completion, including any warranty period if applicable, and for such longer period of time if specified, the following classes of insurance in the form and limits indicated by the checked box (s) set forth below and as outlined in **Section B Insurance Requirements**.

[Note: The Procurement Representative must check all that apply and insert appropriate amounts.]

INSURANCE		MINIMUM AMOUNTS	
<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 (each accident)	\$	1,000,000
<input checked="" type="checkbox"/>	Umbrella/Excess Liability	\$	5,000,000
<input checked="" type="checkbox"/>	- Aggregate	\$	5,000,000
<input type="checkbox"/>	Professional Liability	\$	
<input type="checkbox"/>	Cyber and Privacy	\$	
<input type="checkbox"/>	Technology Error & Omission	\$	
<input type="checkbox"/>	Contractor's Pollution Liability	\$	
<input type="checkbox"/>	Valuable Papers	\$	
<input type="checkbox"/>	Property Insurance	\$	
<input type="checkbox"/>	Crime	\$	
<input checked="" type="checkbox"/>	Railroad Protective Liability (per occurrence/aggregate)	\$	2,000,000/6,000,000
<input type="checkbox"/>	Garage Liability/ Garage Keepers Legal Liability	\$	
<input type="checkbox"/>	Other:	\$	

SECTION B. INSURANCE REQUIREMENTS

- i. **Workers' Compensation Insurance** as required by statute in the State in which the Work will be performed. Employer's Liability Insurance with limits of not less than \$1,000,000 bodily injury per accident; \$1,000,000 bodily injury per disease; and \$1,000,000 annual aggregate. For work conducted outside the State of New York, Employer's Liability Insurance requires limits of not less than \$2,000,000 bodily injury per accident; \$2,000,000 bodily injury per disease; and \$2,000,000 annual aggregate and must provide proof that its Workers' Compensation Insurance policy has been endorsed to include "Other States Coverage."
 - 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.
 - If the Work will involve, in whole or in part, work or operations on the navigable waters of the United States or on a flagged vessel, then Contractor shall obtain coverage pursuant to the Jones Act and/or the Longshoremen's and Harbor Worker's Compensation Act as applicable.
- ii. **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 ISO Commercial General Liability Insurance policy (Occurrence Form, number CG 00 01). Such insurance shall provide coverage for all operations including the products-completed operations hazard subject to the limitation of any applicable statute. The limits of such insurance shall renew annually and not be less than:
 - a) \$1,000,000 each occurrence;
 - b) \$2,000,000 aggregate for products-completed operations,
 - c) \$2,000,000 general aggregate limit, and
 - d) 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.
- iii. **Business Automobile Liability Insurance** covering any 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 as broad as 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 Requirements. 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.
- iv. **Umbrella/Excess Liability Insurance** with limits not less than the amount set forth 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 “follow form” basis, with only such exceptions expressly approved in writing by the Authority.

- v. **Professional Liability Insurance** covering damage for liability arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by this contract by the Contractor and by any partner, subcontractor or consultant of the Contractor including but not limited to construction / project management, architectural, engineering, specifications, installation, modification, abatement, replacement or approval of products, materials or processes containing pollutants, and the failure to advise of or detect the existence or the proportions of pollutants and/or surveying services, and/or any party whose work involves the preparation of plans or drawings, with limits not less than the amount set forth in **Section A Insurance Schedule** per claim and annual aggregate. Such policy shall not contain any exclusions directed toward any types of projects, materials, services, or processes involved in the work. The retroactive date for coverage will be no later than the commencement of professional services on the project and be maintained for a period of at least three (3) years after completion of the professional services, subject to the limitation of any applicable statute. In the event of cancellation or non-renewal, the discovery period for insurance claims will be at least three (3) years or otherwise as by agreement with the Authority.
- vi. **Cyber and Privacy Insurance** When Contractor’s work includes access to the Authority’s proprietary information or the personally identifiable information of the Authority employees, customers or other third parties in an electronic format, or impacts systems where such information is stored, processed, analyzed, or transmitted, Contractor shall maintain coverage for costs, expenses, lost revenues, and/or losses associated with a payment card industry or regulatory investigation, fine, or consent decree, if applicable, related to the following:
- Liability resulting from the actual or suspected disclosure, unauthorized access, destruction, loss, alteration, misappropriation, or unlawful acquisition of commercial and/or personally identifiable information that is deemed confidential by the Authority or is otherwise considered to be confidential or protected from disclosure by law or agreement, and shall extend to include indemnification of the Authority’s investigation, notification, regulatory response, and remedial action costs, including attorneys’ fees, in the event of an actual or alleged security or data breach, whether or not required by statute; including alleged theft of data in any form;
 - System failure or interruption and related costs, liabilities, and lost revenues, with a waiting period of no more than 8 hours;
 - Information security incidents, including but not limited to, social engineering, phishing, fraudulent transfer, ransomware, denial of service attacks, or transmission of malicious code;
 - Liability resulting from actual or suspected disclosure, unauthorized access, destruction, loss, alteration, misappropriation, or unlawful acquisition of electronic information and electronic assets or liability for economic harm suffered by others from an actual, suspected, or alleged failure of Contractor’s computer or network security, whether the attack originated internally or externally;
 - Defense of any regulatory action, litigation, or other actual or anticipated adversarial proceeding involving an alleged breach of privacy, confidentiality, integrity or availability of information and shall extend to include investigation expenses, including legal counsel, a crisis communications firm and computer forensic/cybersecurity experts, and indemnification for fines, penalties, liability, and any other resulting costs;
 - Retaining a computer forensic/cybersecurity incident response firm;
 - Retaining a crisis communications firm;
 - Hardware replacement;
 - Software replacement;
 - Data asset protection and the costs to recollect, restore, or recreate electronic data, software or other applications that have been altered, corrupted, destroyed, deleted, or damaged by a computer attack;
 - The cost of notifying individuals, government agencies, credit reporting agencies, and other entities of a security or data breach;
 - The cost of credit monitoring services, call center services, and any other causally related crisis management services and expenses for up to two (2) years to support those affected;

- Cyber extortion threats or extortion relating to an actual or alleged breach of computer security and or actual or alleged release of confidential information;
- Coverage shall contain no provision that would prevent, preclude or exclude a claim triggered by or connected with an actual or suspected act of cyber terrorism, cyberwar, or hostilities between/among nations. Coverage shall contain no provision that would prevent coverage based upon the reasonableness of information security efforts;
- Coverage shall contain no provision that would prevent, preclude or exclude any claim or loss triggered by or connected with an alleged breach of any privacy policy or of any contractual obligation with the Authority;
- Coverage shall contain no provision that would prevent, preclude or exclude any claim or loss involving employee-owned computer or mobile devices used in furtherance of the Contractor's or the Authority's business;
- Coverage shall contain no provision that would prevent, preclude or exclude loss for physical or bodily injury if such physical or bodily injury arises out of mental anguish, mental injury, shock, humiliation, or emotional distress;
- Coverage under the policy shall extend to actual or alleged acts, errors or omissions committed by Contractor or its agents, subcontractors, independent contractors or employees;
- Coverage shall contain language specifying that any consent required from the insurer shall not be unreasonably withheld;
- Coverage shall contain severability for the insured organization for any intentional act exclusions and shall include consequential or vicarious liabilities and direct losses for the wrongful acts or failures of Contractor and of the Authority. Additionally, such policy shall cover consequential or vicarious liabilities and direct losses; and
- This coverage shall have the "Insured v. Insured" exclusion amended to allow an "Additional Insured" to bring a claim against the Named Insured.

The policy shall be on a per occurrence basis with limits not less than the amount set forth in **Section A. Insurance Schedule**. If the policy is subject to an aggregate limit, replacement insurance will be required if the aggregate is exhausted. Contractor shall be responsible for all claim expenses and loss payments. If any insurance coverage part is provided on a claims-made basis, Contractor must maintain continuous coverage during the term of the Contract and include the following:

- Policy retroactive date coincides with or precedes Contractor's start of services under the Contract and shall continue until the termination of the Contract (including subsequent policies purchased as renewals or replacements);
- Policy allows for reporting of circumstances or incidents that might give rise to future claims;
- No bar to coverage due to untimely notice unless the insurer has suffered actual prejudice due to such untimely notice; and
- If insurance is terminated for any reason, Contractor agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from services performed in connection with the Contract.

- vii. **Technology Errors and Omissions Insurance** coverage for liability from errors, omissions or negligent acts in rendering or failing to render computer or information technology services and technology products including bodily injury.

Coverage for violation of software copyright shall be included and shall cover the failure of products to perform the intended function or serve the intended purpose. Services insured shall include, as applicable:

- Systems analysis
- Systems programming
- Data processing
- Systems integration
- Outsourcing including outsourcing of development and design work
- Systems design, consulting, development and modification
- Training services relating to computer software or hardware

- Management, repair and maintenance of computer products, networks and systems
- Marketing, selling, servicing, distributing, installing and maintaining computer hardware or software
- Data entry, modification, verification, maintenance, storage, retrieval or preparation of data output.

The policy shall not contain a provision that would prevent, preclude or exclude liability triggered by or connected to a network failure, system failure or the disclosure of private information. Coverage under the policy shall extend to actual or alleged acts, errors or omissions committed by Contractor or its agents, subcontractors, independent contractors or employees.

The policy shall be on a per occurrence basis with limits not less than the amount set forth in **Section A. Insurance Schedule**. If the policy is subject to an aggregate limit, replacement insurance will be required if the aggregate is exhausted. Contractor shall be responsible for all claim expenses and loss payments. If insurance is provided on a claims-made basis, Contractor must maintain continuous coverage during the term of the Agreement and include the following:

- Policy retroactive date coincides with or precedes Contractor's start of provision of services under the Agreement and shall continue until the termination of the Agreement (including subsequent policies purchased as renewals or replacements);
- Policy allows for reporting of circumstances or incidents that might give rise to future claims; and
- If insurance is terminated for any reason, Contractor agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from services performed in connection with the Agreement.

ix. **Valuable Papers and Records** covering the cost to repair or replace with like kind and quality including the cost of gathering and/or assembling information, subject to a minimum limit of liability of not less than the amount set forth in Section A Insurance Schedule. The Authority shall be named as loss payees as their interests may appear and all rights of subrogation against the Authority, their agents or assigns shall be waived.

x. **Contractor's Pollution Liability Insurance** with limits not less than the amount set forth in **Section A Insurance Schedule** per occurrence and general aggregate on a per project basis including completed operations coverage to be maintained for at least three (3) years after final completion of the work. Policy shall cover environmental damage resulting from pollution conditions that arise from the operations of the contractor or subcontractor, as applicable, and described under the scope of services of this contract. Coverage must apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants, silt or sediment into or upon land, the atmosphere or any watercourse or body of water, provided such conditions are not naturally present in the environment in the concentration or amounts discovered, unless such natural condition(s) are released or dispersed as a result of the performance of Covered Operations. Such insurance shall include but not be limited to:

- Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; medical monitoring
- Physical injury to or destruction of tangible property of parties other than the Insured including the resulting loss of use and diminution in value thereof; Loss of use, but not diminution in value, of tangible property of parties other than the Insured that has not been physically injured or destroyed
- Natural Resource Damages;
- Cleanup Costs
- Transportation and Non-Owned Disposal Site coverage (with no sunset clause/restricted coverage term) if Contractor or subcontractor is disposing of contaminated material (s)
- No exclusions for asbestos, lead paint, silica or mold/fungus/legionella
- Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages

viii. **Railroad Protective Liability Insurance** (ISO-RIMA or equivalent form) if any Work will be taking place within 50 feet of a railroad, subway or similar tracked conveyance or requires flag or protective measures by the Authority or its affiliates or their respective employees, covering the work to be performed at the designated job site and affording protection for damages arising out of bodily injury or death, physical damage to or destruction of property, including damage to the Insured's own property and conforming to the following:

- The policy shall be issued to the "Named Insureds" listed under Section D.
- The limit of liability shall be not less than \$2,000,000 per occurrence, subject to a \$6,000,000 annual aggregate;
- Policy must be endorsed to provide coverage for claims arising from injury to employees covered by Federal Employer's Liability Act (FELA), when applicable.
- Indicate the Name and address of the designated Contractor, location of the Work the Contract description and Contract Number, if applicable.

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 the Authority. 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 the Authority.
- ii. **Right to Request Additional Insurance.** Contractor shall increase required insurance amounts upon direction by the Authority.
- iii. **Insurance Policies.** The Contractor shall furnish certified copies of all insurance policies required to be maintained under this Agreement within ten (10) business days after receiving the Authority's request.
- iv. **Additional Insureds.** *All insurance required (except for Workers' Compensation, Professional liability or otherwise noted), 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 10 and CG 20 37 – alternatively CG 20 38 and CG 20 37. No other General Liability Additional Insured endorsement will be accepted unless approved by the Authority.
- v. **Primary and Non-Contributory.** Each policy required, 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 the Authority shall be called upon to contribute to a loss covered by insurance for the named insured.
- vi. **Waiver of Subrogation.** To the fullest extent permitted by law, Contractor will require all insurance policies required 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.

- vii. **Self-Insured Retentions.** None of the insurance required shall be subject to any self-insured retention (“SIR”) or deductible greater than \$500,000 without approval by MTA. Requests for higher deductibles or SIR must be submitted in writing for consideration. If MTA agrees to accept such higher deductible or SIR, that approval will be given in writing. If approved, such SIR or deductible maintained by the contractor shall cover any liability imposed upon the Contractor and any and all of its subsidiaries with respect to all operations, work, and obligations assumed by the Contractor. The Contractor represents that such program provides the Indemnified Parties with all rights, immunities, and protections that would be provided by traditional independent insurance, including, but not limited to, the defense obligations that insurers are required to undertake in liability policies pursuant to the terms of the Contract.
- viii. **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 to all tiers of subcontractors, for all insurance required of such subcontractors by Contractor for the Work.
- ix. **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. The Authority does not represent that coverages and limits required in this Contract will necessarily be adequate to protect Contractor.
- x. **Notice of Cancellation or Non-Renewal.** The Contractor agrees to notify the Authority thirty days prior to any cancellation, non-renewal or material change to any insurance policies required. Notice shall be sent electronically to the *contract-specific email address* provided to Contractor via MTA Certificate of Insurance Management System (CIMS), Complianz™.
- xi. **Notice of Occurrence.** The Contractor shall immediately file with the MTA Legal Department (with a copy to the Project Manager), 2 Broadway -4th Floor, New York, 10004, a notice of any occurrence likely to result in a claim against the MTA, and shall also file with the law Department detailed sworn proof of interest and loss with the claim. This paragraph shall survive the expiration or earlier termination of the Contract.
- xii. **Insurance Not in Effect:** If, at any time during the period of this Agreement, insurance as required is not in effect, or proof thereof is not provided to the Agency, the Agency shall have the options to: (i) direct the Contractor to suspend work or operation with no additional cost or extension of time due on account thereof; or (ii) treat such failure as an Event of Default.
- xiii. **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.
- xiv. **Certificates of Insurance.**
 - 1. Contractor shall furnish the Authority with Certificates of Insurance (“COI”) utilizing ACORD 25 & 101 and ACORD 855 (for NY Construction Projects Only) completed by a duly authorized representative evidencing the required coverage. Such Certificates of Insurance shall be delivered to the Authority 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

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 authorization producer or insurance carrier.

2. Insurance Confirmation. In addition to the foregoing certificates of insurance, the Contractor or its authorized insurance broker shall submit coverage endorsements as outlined below. Each endorsement must indicate the contract number, description and location of the operation/work.
 - a. Additional Insured endorsements specifically naming the Authority per requirements of this Contract shall be provided as indicated in Section C (iv) – General Insurance Requirements.
 - b. Primary and non-contributory endorsement(s) CG 2001 or equivalent naming the Authority.
 - c. Waiver of Subrogation endorsements (most recent NCCI/ISO or equivalent as applicable) in favor of the Authority.
 - d. Other coverage endorsements may be requested depending on the scope of Work to be performed by the Contractor.

The Contractor shall submit evidence of compliance of all insurance requirements before any Work is started to the Authority as follows:

1. Initial Evidence of Insurance

Agency Name: _____

Agency Address: _____

Attention: Procurement Representative's Name

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 Authority to demand such COIs or other evidence of full compliance with these insurance requirements, or failure of the Authority to identify a deficiency from evidence provided, will not be construed as a waiver of the Contractor's obligation to maintain such insurance. The Authority acceptance of any COI evidencing the required coverages and limits does not constitute approval or agreement by the Authority that the insurance requirements have been met or that the insurance policies shown in the COI are in compliance with the requirements.
4. The Authority has the right, but not the obligation, of prohibiting Contractor from entering the Project Site until the Authority receives all COIs or other evidence that insurance has been placed in complete compliance with these requirements.

SECTION D. REQUIRED ADDITIONAL INSUREDS / INDEMNITEES (by Agency)

☒ **MTA HQ**

Metropolitan Transportation Authority ("MTA") and the respective affiliates and subsidiaries existing currently or in the future of and successors.

☐ **MTA C&D**

MTA Construction & Development ("MTA C&D"), New York City Transit Authority ("NYCT"), Metro North Commuter Railroad Company ("MNRR"), Long Island Railroad ("LIRR"), MTA Bus Company ("MTA Bus"), Triborough Bridge and Tunnel Authority ("TBTA"), MTA Grand Central Madison Concourse Operating Company ("GCMCOC"), Metropolitan Transportation Authority ("MTA") and its subsidiaries and affiliates, and the City of New York ("City" as owner) and the State of New York and the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Party listed herein.

☒ **NYCT**

New York City Transit Authority ("NYCT"), Manhattan and Bronx Surface Transit Operating Authority ("MaBSTOA"), Staten Island Rapid Transit Operating Authority ("SIRTOA"), Metropolitan Transportation Authority ("MTA") including its subsidiaries and affiliates, MTA Construction & Development Company ("MTA C&D"), MTA Bus Company ("MTA Bus"), MTA Grand Central Madison Concourse Operating Company ("GCMCOC"), and the City of New York ("City" as Owner) and the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Parties listed herein.

☒ **MTA BUS**

MTA Bus Company ("MTA Bus"), MTA Construction & Development Company ("MTA C&D"), Metropolitan Transportation Authority ("MTA"), including its subsidiaries and affiliates, State of New York, City of New York, PBS Capital LLC, MIU Realty, LLC, JLC Capital, LLC, Green Bus Holding Corp., Jamaica Bus Holding Corp., Triboro Coach Holding Corp. and New York Bus Services and its affiliates and the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Parties listed herein.

☒ **TBTA**

Triborough Bridge and Tunnel Authority ("TBTA"), MTA Construction & Development Company ("MTA C&D"), Metropolitan Transportation Authority ("MTA") and its subsidiaries and affiliates and the State of New York and the respective affiliates and subsidiaries existing currently or in the future of and successors.

☒ **LIRR**

Long Island Rail Road ("LIRR"), MTA Construction & Development Company ("MTA C&D"), MTA Grand Central Madison Concourse Operating Company ("GCMCOC"), 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. Additional Indemnitees Parties based on location of work:

☐ **Penn Station**

National Railroad Passenger Corp. ("Amtrak"), NJ Transit Corporation, and NJ Transit Rail Operations, Inc.

☐ **West Side Yard**

National Railroad Passenger Corp. ("Amtrak"), NJ Transit Corporation, NJ Transit Rail Operations, Inc., Consolidated Rail Corporation and CSX Transportation Inc., and Triborough Bridge and Tunnel Authority ("TBTA").

☐ **Sunnyside Yard**

National Railroad Passenger Corp., ("Amtrak"), NJ Transit Corporation, NJ Transit Rail Operations, Inc. and New York & Atlantic Railway Company (when applicable).

☐ **Jamaica**

Port Authority of NY & NJ.

☒ **MNRR**

Metro-North Railroad (“MNRR”), MTA Construction & Development Company (“MTA C&D”), MTA Grand Central Madison Concourse Operating Company (“GCMCOC”), and Metropolitan Transportation Authority (“MTA”) and the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Parties listed herein.

Additional Insureds / Indemnitees based on location of work:

☐ **Grand Central Terminal**

Midtown Trackage Ventures LLC, the State of Connecticut, Connecticut Department of Transportation (“CDOT”), Jones Lang LaSalle Americas, Inc./LPI (when applicable), and the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Parties listed herein.

☐ **Hudson Line**

Midtown Trackage Ventures LLC, State of Connecticut and Connecticut Department of Transportation (“CDOT”), National Railroad Passenger Corp (“AMTRAK”), CSX Transportation, Inc. & New York Central Lines, LLC, and Delaware & Hudson Railway Company Inc. (“D&H”), LAZ Parking New York/New Jersey, LLC (where applicable) and the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Parties listed herein.

☐ **Harlem Line**

Midtown Trackage Ventures LLC, State of Connecticut and Connecticut Department of Transportation (“CDOT”), CSX Transportation Inc. and New York Central Lines, LLC, LAZ Parking New York/New Jersey, LLC (where applicable) and the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Parties listed herein.

☐ **Beacon Line**

Danbury Terminal Railroad Company, Maybrook Railroad Company and Housatonic Railroad Company, LAZ Parking New York/New Jersey, LLC. (where applicable) and the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Parties listed herein.

☐ **New Haven Line Including All Branches**

State of Connecticut and Connecticut Department of Transportation (“CDOT”) National Railroad Passenger Corporation (“AMTRAK”), CSX Transportation, Inc. & New York Central Lines, LLC, and Providence & Worcester Railroad Company (“P&W”), LAZ Parking New York/New Jersey, LLC. (where applicable) and the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Parties listed herein.

☐ **West of Hudson Lines (including Port Jervis Line, Pascack Valley Line and Piermont Branch):**

New Jersey Transit Rail Operations, Inc. (“NJT”), New Jersey Transit Corporation and Norfolk Southern Railway Company & Pennsylvania Lines LLC and the respective affiliates and subsidiaries existing currently or in the future of and successors to each Indemnified Parties listed herein.

☐ **Other:**

GENERAL GUIDELINES FOR SUBMISSION OF INSURANCE

1. INSURANCE REQUIREMENTS:

Refer to your agreement for required insurance coverages, limits, and endorsements and review with your authorized insurance broker for compliance

2. ACCEPTABLE FORMS OF INSURANCE:

- ACORD 25: Certificate of Insurance
- ACORD 855: NY Construction Certificate of Liability Addendum
- ACORD 28: Certificate of Commercial Property Insurance
- ACORD Binder or Insurance Policy
- Workers' Compensation (*Other Options*):

- C-105.2 – Certificate of Workers' Compensation Insurance; or
- U-26.3 – Certificate of Workers' Compensation from the State Insurance Fund; or
- GSI-105/SI-12 – Certificate of Workers' Compensation Self Insurance; or
- CE-200 – Attestation of Exemption when Contractor meets the requirements (e.g.) Sole Proprietor

3. CERTIFICATE OF INSURANCE MUST INCLUDE AT A MINIMUM:

- Policy coverage details (e.g.) policy term, per occurrence/per project; limits/sub-limits, aggregate limits, deductibles, self-insured retentions, and insurance carrier name and corresponding NAIC #
- Contract Identifier (e.g.) Contract #, RFP #, or Entry Permit #
- Location and Description of Work
- Authority Indemnified parties as an additional insured including primary and noncontributory coverage and waiver of subrogation in favor of the MTA Agency
- Certificate Holder must list the MTA Agency's name and address
- Certificate of Insurance must be signed by an authorized insurance representative

4. INSURANCE BINDER / POLICY MUST INCLUDE AT A MINIMUM:

(Applicable for Railroad Protective Liability and Builder's Risk/Installation Floater)

- Policy coverages and details (e.g.) policy term, limits/sub-limits, aggregate limits, deductibles, self-insured retentions, insurance carrier name and applicable NAIC #
- Contract Number or Entry Permit Number; Designated Contractor; Location and Description of Work
- List all required parties as a named insured or additional named insured
- Binder must be issued and signed by the authorized insurance company or their authorized insurance agent

5. SUBMISSION OF INSURANCE:

(Evidence of all required insurance must be sent to your Agency or Procurement Representative)

- ACORD Certificate of Insurance
- Additional Insured Endorsements (e.g.) CG 20 10 and CG 20 37 or CG 20 38 and CG 20 37
- Primary and Non-Contributory Endorsements
- Waiver of Subrogation Endorsements
- Environmental Endorsements (e.g.) MCS 90 and CA 99 48, and or NODS, when applicable
- Insurance Policy - A Binder may be accepted pending issuance of the policy. Policy must be submitted within 30 days from binder effective date.
- Joint Venture – If the Contractor/Consultant is a Joint Venture, General Liability Insurance must be provided in the name of the Joint Venture. Alternatively, a Named Insured Endorsement listing the Joint Venture may be accepted.

6. INSURANCE COMPLIANCE:

e Contractor will be notified when insurance is compliant through the assigned “**contract specific**” email address.

APPENDIX D

Minority and Women-Owned Business Enterprise Program Submission Requirements (Invitation for Bids)

A. NEW YORK STATE LAW AND REGULATIONS

Bidders are advised that this contract is subject to the provisions of Article 15-A of the New York Executive Law (the “State MBE/WBE Law”) and implementing regulations set forth in Chapter XIV, Parts 140 to 145 of Title 5 NYCRR (the “Regulations”) establishing a policy and program of the State to promote equality of economic opportunity for business enterprises owned by minority group members and women. It is the policy of the Metropolitan Transportation Authority (“MTA”) and its subsidiary and affiliated agencies that Minority and Women-Owned Business Enterprises (“MBE/WBEs”), which are certified as such by Empire State Development, Division of Minority and Women’s Business Development (“DMWBD”), are provided the maximum, feasible opportunity to participate in the performance of this contract. Each bidder shall take all necessary and reasonable steps to ensure that MBE/WBEs participate and perform work on this contract. A copy of the applicable State MBE/WBE Law and Regulations is available upon written request to the MTA Agency Manager. The MTA Agency Manager works for the MTA Agency sponsoring or awarding this contract.

For this contract, the MTA Agency Manager’s name, telephone number and address are:

Name: _____

Telephone No.: _____

Address: _____

B. CONTRACT PROVISIONS

The successful bidder and the MTA Agency agree as a condition for the award of this contract, to be bound by the provisions of the State MBE/WBE Law and the accompanying Regulations. This Appendix summarizes the relevant provisions of the State MBE/WBE Law and the Regulations. Unless otherwise stated, all terms used in this Appendix shall have the meaning ascribed to them in the State MBE/WBE Law and the Regulations. In the event there is a difference between what is set forth in this Appendix and what is set forth in the State MBE/WBE Law and the Regulations, which are incorporated herein by reference, the State MBE/WBE Law and the Regulations shall govern.

C. GOALS

The respective goals specified for the utilization of minority and women-owned business enterprises expressed as a percentage of the amount of the total contract price including change orders issued pursuant to the changes provision of this Contract are:

for MBE and

for WBE

These goal percentages are subject to the requirements of the State MBE/WBE Law, the Regulations and the provisions of this contract. In the event the apparent low bidder's proposed level of MBE/WBE participation is less than this prescribed level of MBE/WBE participation, to remain eligible for contract award, the apparent low bidder must satisfy the good faith efforts requirements set forth in paragraph L below.

The MTA Department of Diversity and Civil Rights, acting on behalf of the MTA Agency, is responsible for determining compliance by the bidder with MBE/WBE requirements established in this contract. The low bidder shall make all MBE/WBE-related submissions required by this contract to the MTA Agency Manager with a copy to the MTA Department of Diversity and Civil Rights, to the attention of:

Name: _____

Metropolitan Transportation Authority
Department of Diversity and Civil Rights
2 Broadway, 16th Floor
New York, NY 10004

D. STATE DIRECTORY

1. In accordance with the State MBE/WBE Law, DMWBD is empowered and requires its director (the "Director"), among other things, to promulgate a directory (the "State Directory") of minority and women-owned business enterprises certified pursuant to the Regulations ("certified businesses"). The State Directory may be accessed on line at: www.empire.state.ny.us.
2. Under the State MBE/WBE Law and Regulations, bidders can only use MBEs and WBEs listed in the State Directory to satisfy the goals in the contract. For the purpose of the federal government's Disadvantaged Business Enterprise ("DBE") Program, the MTA Department of Diversity and Civil Rights has certified certain minority and women-owned business enterprises as DBEs. A firm certified by MTA Department of Diversity and Civil Rights as a DBE for the federal DBE program, which is not listed

in the State Directory may not be used to satisfy MBE/WBE goals established for this contract. YOU MUST USE THOSE FIRMS IN THE STATE DIRECTORY.

E. PROMPT PAYMENT TO SUBCONTRACTORS AND RETAINAGE

For public work contracts, the prime contractor is required by law to pay all subcontractors, including each MBE/WBE subcontractor under this prime contract for the work performed under its subcontract no later than seven (7) calendar days from the receipt of any payment the prime contractor receives from the MTA Agency for work performed by the subcontractor, and to pay interest at the rate required by law if payment is not made within the aforesaid seven (7) calendar days.

For all contracts other than public work contracts, the prime contractor agrees to pay all subcontractors under this prime contract for the satisfactory performance of their subcontracts no later than thirty (30) days from the receipt of each payment the prime contractor receives from the MTA Agency for work performed by the subcontractor.

If this prime contract includes retainage, the prime contractor may not retain more than the lesser of five percent (5%) or the retainage percentage provided in the contract between the MTA Agency and prime contractor, except that the prime contractor may retain not more than ten percent (10%) of each payment to the subcontractor where, prior to entering into a subcontract with the prime contractor, the prime contractor requested that the subcontractor provide a performance bond and a payment bond for subcontractors, labor and/or material suppliers, each in the full amount of the subcontract and the subcontractor was unable or unwilling to provide such bonds.

The prime contractor must return retainage to any subcontractors within thirty (30) days of receiving a payment from the MTA Agency which returns the prime contractor's retainage for work satisfactorily performed by the subcontractor.

F. MBE/WBE UTILIZATION PLAN

Unless otherwise provided in the Information for Bidders, the apparent low bidder shall, by close of business on the 7th calendar day after the public bid opening date, submit to the Agency Manager a completed MBE/WBE Utilization Plan Form (Form 15A.1) and Intent to Perform as a MBE/WBE Subcontractor/Subconsultant Form (Form 15A.4) for each MBE/WBE firm identified on the Form 15A.1. The MBE/WBE Utilization Plan shall include the name, address, telephone number and Federal identification number of the bidder. The Schedule of MBE/WBE Participation must demonstrate that the level of MBE/WBE participation will satisfy the MBE/WBE goals in Paragraph C above. If the level of MBE/WBE participation is less than the MBE/WBE goal, the bidder must submit evidence of its good faith efforts to satisfy the MBE/WBE goal as provided in Paragraph J herein. Upon request of the MTA Agency, any other bidder shall, within seven (7) calendar days of such request, submit its completed Form 15A .1 and Form 15A.4, and, if appropriate, a "Request For Total or Partial Waiver of MBE/WBE Goal(s) Pursuant to MBE/WBE Utilization Plan Form", (Form 15A.2), with the required evidence of good faith

efforts.

Bidders have been furnished with these forms in the solicitation document. Additional forms may be obtained from the MTA Department of Diversity and Civil Rights, 2 Broadway, 16th Floor, New York, New York 10004 or by calling (646) 252-1375. The MTA Agency, in its sole discretion, may extend the submission period for a reasonable time.

By listing a firm on its MBE/WBE Utilization Plan Form (Form 15A.1) and the accompanying Intent to Perform as a MBE/WBE Subcontractor/Subconsultant Form (Form 15A.4), the bidder is representing the following:

1. It intends to use the firm for the work specified in the MBE/WBE Utilization Plan Form (Form 15A.1) and the accompanying Intent to Perform as a MBE/WBE Subcontractor/Subconsultant (Form 15A.4), including any change order work required to perform the specified work;
2. On the basis of information known to it and after reasonable inquiry, it believes such firm is a certified MBE/WBE and is technically and financially qualified to perform the work specified and that the firm is available to perform the work;
3. If it is awarded the contract, it will enter into a subcontract with such MBE/WBE (or an approved substitute), subject to the terms and conditions of this contract and provided that the MBE/WBE is certified by DMWBD for the work described and at the price set forth in the MBE/WBE Utilization Plan Form (Form 15A.1) and accompanying Intent to Perform as a MBE/WBE Subcontractor/Subconsultant Form (Form 15A.4);
4. It will not substitute a MBE/WBE firm listed in its MBE/WBE Utilization Plan Form (Form 15A.1) and accompanying Intent to Perform as a MBE/WBE Subcontractor/Subconsultant Form (Form 15A.4), unless the MTA Agency gives prior written approval in accordance with paragraph O below; and

If bidder is a MBE/WBE and lists itself on the MBE/WBE Utilization Plan Form (Form 15A.1) and accompanying Intent to Perform as a MBE/WBE Subcontractor/Subconsultant Form (Form 15A.4), that it will perform the work specified therein with its own workforce.

5. If the bidder is part of joint venture, or has a teaming agreement, or other similar arrangement with a certified MBE/WBE, its value added on participation is equal to the percentage of the goal set forth in the bid document.
6. If bidder is part of a joint venture, or has a teaming agreement, or other similar arrangement that includes a MBE/WBE, and proposes to include such MBE/WBE participation in its Utilization Plan for meeting the goals, it must submit the following to the MTA Agency for review and approval:

- a. The name, address, telephone number and Federal identification of each partner to the agreement;
- b. The Federal identification number of the joint venture or entity established to respond to the solicitation, if applicable;
- c. A copy of the agreement establishing the joint venture, team, or other similar arrangement. If that agreement does not specify and describe the percentage of interest owned by each party to the agreement and the value contributed/added by each party, you must provide copies of other document(s) which provide the missing information.; and
- d. A copy of the mentor-protégé agreement between the parties, if applicable, and if not described in the joint venture, the teaming agreement or other similar arrangement.

G. CONTRACTOR'S OBLIGATION TO MEET MBE/WBE GOALS

A contractor is contractually obligated to make good faith efforts to meet MBE/WBE goals in its approved MBE/WBE Utilization Plan using the certified MBE/WBE firms to the extent indicated. If the contractor is unable for any reason to meet the goal or utilize a previously identified MBE/WBE firm in an approved plan, the contractor must promptly give written notice to the MTA Department of Diversity and Civil Rights with details of deficiency and the plan to remedy the deficiency. Any request by a contractor for a waiver of goals contained in its approved MBE/WBE Utilization Plan must be made in accordance with paragraph J of this Appendix. A contractor remains obligated to make good faith efforts to meet the goals in its approved MBE/WBE Utilization Plan using the certified MBE/WBE firms identified in its Plan, absent the contractor having been granted a waiver.

H. CREDIT TOWARD MBE/WBE GOALS

No credit toward meeting either or both the MBE or WBE goal will be allowed unless the DMWBD has certified a firm as a MBE or WBE. Only the value of the work actually performed by the MBE or WBE will be counted toward the respective goal.

1. The MTA Department of Diversity and Civil Rights will credit expenditures to a MBE/WBE contractor toward MBE/WBE goals, only if the MBE/WBE provides an actual service other than acting as an intermediary between a supplier and customer.
2. A prime contractor which is certified as a MBE may use the work it performs to meet the MBE goal and a prime contractor which is certified as a WBE may use the work it performs to meet the WBE goal.
3. A firm which is certified both as a MBE and a WBE may be counted towards either a MBE goal or a WBE goal but such participation may not be counted towards both goals or divided between the MBE goal or the WBE goal.
4. Contractors using MBE or WBE firms merely to pass through funds and invoices will

not be given credit toward the goal. Contractors are prohibited from claiming credit toward the goal from any such uses of MBE or WBE firms.

5. The MTA Department of Diversity and Civil Rights will only allow 25% credit of the total cost for supplies toward achievement of the MBE/WBE goal if a firm is certified as a broker. If a firm is certified as a supplier, the MTA Department of Diversity and Civil Rights will credit 100% of the total cost toward achievement of the MBE/WBE goal.

I. DEFICIENCIES IN BIDDER MBE/WBE UTILIZATION PLAN

Within twenty (20) days of receipt of a bidder's MBE/WBE Utilization Plan, the MTA Agency Manager will send a written notice to the bidder of acceptance or deficiency of the Plan. If the notice specifies a deficiency, within seven (7) business days after receipt, the bidder must deliver to the MTA Agency Manager a written response to the notice of deficiency. Failure to timely respond may be grounds for disqualification.

The MTA Agency may agree in writing to allow (i) additional time to submit, or (ii) additional submissions after the seven (7) business day period, based upon its determination that the bidder is making a good faith attempt to submit a response or to correct the deficiencies.

J. WAIVERS

1. When to Request a Total or Partial Waiver:

- a. If the contract has not yet been awarded, a bidder may request a waiver simultaneously with the bidder's submission of its MBE/WBE Utilization Plan, if that plan fails to demonstrate that the firm will meet the goals;
- b. If a bidder's remedy to notice of deficiency of the MBE/WBE Utilization Plan is not timely provided or is found by the MTA Agency to be inadequate, the bidder shall request a waiver within five (5) business days of request by the MTA Agency.
- c. If the contract has been awarded to the firm and its MBE/WBE Utilization Plan has been approved, the contractor shall request a waiver at the earlier of the following: a) promptly after the contractor realizes that it will not meet the goals; or b) prior to the submission of a request for final payment on the contract.

2. **Waiver Form:** A request for a waiver must be made by submitting a completed "Request for Total or Partial Waiver of MBE/WBE Goals Pursuant to MBE/WBE Utilization Plan Form" (Form 15A.2) and the information specified therein. Additional forms are available upon request from the MTA Agency Manager.

3. **Evaluation of Requests:** The MTA Department of Diversity and Civil Rights will evaluate and determine whether to grant a request for a total or partial waiver of goal

requirements in accordance with the Regulations and on the basis of the information provided on Form 15A.2 and such other information as the MTA Department of Diversity and Civil Rights deems relevant. The goals set by the MTA Department of Diversity and Civil Rights are based on the criteria set forth in the Regulations. The MTA Department of Diversity and Civil Rights will consider whether the bidder/contractor made good faith efforts to identify and afford subcontracting opportunities to MBEs and WBEs, which were technically and financially qualified to perform the work specified, available to perform the work, and submitted competitive bids.

4. A contractor requesting a waiver shall submit its written request to the MTA Agency Manager, with a copy to the MTA Department of Diversity and Civil Rights. Requests for a waiver shall include a copy of all documentation supporting the request as specified in the Regulations and in Form 15A.2. The contractor and/or subcontractor shall supply any additional information and/or documentation applicable to the request for a waiver that the MTA Agency Manager or the MTA Department of Diversity and Civil Rights requests. Contractors and/or subcontractors that intend to file a post-award request for a waiver will be subject to all pre-award MBE and WBE requirements set forth in the contract documents.

K. GOOD FAITH EFFORTS

The MTA Department of Diversity and Civil Rights shall not grant any automatic waivers of goal requirements but may consider any criteria it determines relevant or which a bidder/contractor submits to document its good faith efforts, provided that the criteria set forth in the Regulations (*see* Section 142.8) will, at a minimum, be considered for purposes of determining whether a bidder/contractor has documented good faith efforts.

L. DISQUALIFICATION OF BIDDER

The MTA Agency may disqualify a bidder as non-responsible: (i) for failure to submit a MBE/WBE Utilization Plan; (ii) for failure to respond to deficiencies in the MBE/WBE Utilization Plan notice in accordance with paragraph I above; or (iii) upon a determination that the bidder's MBE/WBE Utilization Plan does not show that the goal requirements will be met and the bidder has not documented that it has made good faith efforts to develop a MBE/WBE Utilization Plan that satisfies the goal requirements. The MTA Agency shall issue to a disqualified bidder a notice of disqualification and statement of reasons for its final decision. The disqualified bidder may request a hearing in accordance with the procedures outlined in Executive Law Article 15-A and the Regulations. See paragraph M, below.

M. COMPLAINTS BY A CONTRACTOR

A bidder/contractor who has received a written notice of disqualification prior to the award

of a contract, as outlined above, may file a complaint with the Executive Director of the DMWBD (“Director”) within five (5) days of receiving such a notice. The contractor shall serve a copy of its complaint upon the Director and the MTA Agency by personal service or certified mail, return receipt requested.

After the contract has been awarded, a contractor who is notified by the MTA Agency that its MBE/WBE Utilization Plan is deficient may file a complaint within twenty (20) days of such notice with the Director asserting that the MTA Agency unreasonably: (i) denied in whole or part a request for waiver of a goal; (ii) determined that the contractor has not acted in good faith, has failed, or is failing or refusing to comply with a goal; or (iii) failed to grant or deny a request for waiver within twenty (20) days of its receipt of a completed Form 15A.2.

The procedure and requirements for filing and resolving such a complaint are set forth in the Regulations.

N. REMEDIES FOR CONTRACTOR’S FAILURES

In the event of a contractor’s willful and intentional failure to comply with the State MBE/WBE Law, the Regulations or the provisions of this contract governing MBE/WBE participation requirements, and in the event the MTA Agency elects not to follow the procedures set forth in paragraph U below, the contractor shall be liable to the MTA Agency for liquidated damages in an amount equal to fifty percent (50%) of the difference between the dollar amount of MBE/WBE participation set forth in the contractor’s approved MBE/WBE Utilization Plan and the actual dollar amount credited by the MTA Agency for such participation. Such a willful and intentional failure on the part of the contractor shall also constitute a breach of this contract and the MTA Agency may avail itself of such other remedies as are provided in the contract or at law or equity on account of such breach.

O. MBE/WBE MODIFICATIONS

In the event that a contractor wishes to modify its MBE/WBE Utilization Plan (Form 15A.1) after its submission or after a contract is awarded, then the contractor must notify the MTA Agency Manager, in writing, and request approval for the modification. A prime contractor may not, without the MTA Agency’s prior consent, terminate for convenience a MBE or WBE subcontractor approved under this contract and then perform the work of the contract with its own forces or those of an affiliate. A modification includes any change to items of work, material, services, subcontract value or MBE/WBE firms, which differ from those identified on the approved MBE/WBE Utilization Plan (Form 15A.1). When a MBE/WBE subcontractor is terminated or fails to complete its work for any reason, the prime contractor must make good faith efforts to find another MBE/WBE subcontractor to substitute for the original MBE/WBE. These good faith efforts must be directed at finding other MBE/WBEs to perform at least the same amount of work under the contract as the former MBE/WBE to the extent needed to meet the contract goal. The contractor must provide the MTA Agency Manager with any and all documentation and information as

may be requested with respect to the modification, which, at a minimum must include the documentation detailed in Section 142.8(a) of the Regulations. If the MTA Department of Diversity and Civil Rights determines that the prime contractor failed to make good faith efforts, the MTA Agency may avail itself of the remedies included in this contract.

P. EEO/NON-DISCRIMINATION

1. The bidder agrees as a precondition to entering into a valid and binding contract, not to discriminate against any employee or applicant for employment for work under this contract, or any subcontract hereunder, by reason of race, creed, color, national origin, sex, age, disability or marital status, and that it shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its workforce on this contract. The bidder agrees to undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal opportunities without discrimination. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion transfer, layoff, or termination and rates of pay or other forms of compensation.
2. The bidder shall submit prior to the award of this contract, an equal employment opportunity (“EEO”) policy statement to the MTA Agency within seven days of receiving a notice of selection. The bidder’s EEO policy statement must include the following language:
 - a. The contractor will not discriminate against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its workforce on the contract.
 - b. The contractor will 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.
 - c. At the request of the MTA Agency, the bidder/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 and that such employment agency, labor union or representative will affirmatively cooperate in the implementation of the contractor’s obligations herein.
 - d. Except for construction contracts, prior to an award of a contract, the bidder shall submit to the MTA Agency a staffing plan of the anticipated work force to be utilized on the contract or, when required, information on the contractor’s total

work force, including apprentices, broken down by specific ethnic background, gender, and Federal occupational categories or other appropriate categories specified by the MTA Agency. The information must be submitted on the Staffing Plan Form.

- e. After the award of the contract, the contractor shall submit to the MTA Agency a workforce utilization report, in a form and manner required by the MTA Agency, of the work force actually utilized on the contract, broken down by specific ethnic background, gender, and Federal occupational categories or other appropriate categories specified by the MTA Agency.
 - f. The contractor shall include these provisions in every subcontract for work performed in connection with this contract in such manner that the requirements of these provisions will be binding on each subcontractor as to work in connection with the contract, including the requirement that subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status, and when requested, provide to the contractor information on the ethnic background, gender, and Federal occupational categories of the employees to be utilized on the contract.
- 3. Upon a written request, the MTA Department of Diversity and Civil Rights shall supply contractors with labor force availability data, for specific job titles that fall within the relevant occupational categories. Contractors may use this data to identify, recruit and retain minority group members and women for participation on this contract.
 - 4. The requirements of this paragraph shall not apply to any employment or application for employment outside New York State or solicitations or advertisements thereof, or any existing employment programs outside New York State.

Q. EEO SUBMISSION REQUIREMENTS

The apparent low bidder will be required to submit an EEO-1 Form within seven calendar days after it receives verbal notification of the selection. All other bidders must submit the document within seven (7) calendar days of the MTA Agency Manager's verbal request. The MTA Agency Manager will confirm, in writing, any verbal notification. However, the time frame for bidder's response is based upon the date of the verbal notification. Upon written request, the MTA Agency Manager may extend the deadline for submission of an EEO-1 Form or an EEO Policy Statement. If a bidder does not submit an EEO-1 Form, the bid may be rejected unless reasonable justification for such failure is provided in writing or a commitment is made to provide such document by a date certain established by the MTA Agency. Requirements of this section will also be binding on each subcontractor.

R. CONTRACTOR COMPLIANCE REPORTING

The MTA Department of Diversity and Civil Rights is responsible for determining compliance by the contractor with the EEO/nondiscrimination obligations and MBE/WBE goal established in the contract. The MTA Department of Diversity and Civil Rights may determine that the contractor is complying with the EEO/nondiscrimination obligations and MBE/WBE goals set forth in the MBE/WBE Utilization Plan (Form 15A.1) by examining reports received from a contractor, on-site inspections, progress meetings regarding work required by the contract, or other MTA Agency actions taken in the ordinary course of administering the contract.

S. REPORTING AND RECORDKEEPING

1. The contractor shall submit to the MTA Agency documentation concerning its performance in meeting the MBE/WBE goal during the term of the contract.
 - a) If the duration of this contract is less than one (1) year, within sixty (60) days of the award date of this contract, unless extended by the MTA Agency in writing, the contractor must enter into written subcontract agreement(s) with the MBE/WBEs listed in its MBE/WBE Utilization Plan Form (Form 15A. 1) and accompanying Intent to Perform as a Subcontractor/Subconsultant Form (Form 15A.4) or with substitutes approved by the MTA Agency.
 - b) If the duration of this contract is one (1) year or more, not later than thirty (30) days before a subcontractor commences work on the contract, unless extended by the MTA Agency in writing, the contractor must enter into written subcontract agreement(s) with the MBE/WBEs listed in its MBE/WBE Utilization Plan Form (Form 15A.1) and accompanying Intent to Perform as a Subcontractor/Subconsultant Form (Form 15A.4) or with substitutes approved by the MTA Agency.
 - c) The contractor immediately upon execution shall provide a copy of the contractor's executed subcontract agreement(s) with MBE/WBEs to the MTA Agency, with a duplicate copy sent to the MTA Department of Diversity and Civil Rights.
 - d) The contractor must submit updated subcontract agreements with MBE/WBEs any time a significant change to items of work, material, services, or subcontract value occurs.
2. The contractor must submit a work schedule outlining when each MBE/WBE subcontractor will commence and complete work on the contract.
3. The contractor must submit monthly reports on progress toward meeting its MBE/WBE goal by the 10th of each month. The Monthly MBE/WBE Progress Reports are to be entered into the New York State Contract System ("NYSCS"). To access the NYSCS go to <http://ny.newnycontracts.com/> . The MTA Agency Manager will provide a guidance document for users.

4. Also, by the 10th of each month, the Contractor must enter into NYSCS information on payments that were made during the prior month to MBE/WBEs, at any tier, toward meeting the Contractor's approved MBE/WBE utilization plan and require that its MBE/WBE Subcontractors confirm receipt of such payments through NYSCS
5. The contractor must promptly notify the MTA Agency Manager of any situation in which any progress payment is not made to a MBE/WBE subcontractor or supplier within the time frames set forth in this contract. Nothing herein shall create any obligation on the part of the MTA Agency to pay or to see to the payment of any moneys to any subcontractor or materialman from any contractor nor shall anything provided herein serve to create any relationship in contract or otherwise, implied or expressed, between the subcontractor and materialman and the MTA Agency
6. The contractor must promptly inform the MTA Agency Manager in writing when it has reason to believe its attainment of the MBE/WBE participation goal is in jeopardy. In this regard, the contractor must inform the MTA Agency Manager, in writing, with supporting documentation, immediately upon learning that a MBE/WBE firm is unable or unwilling to perform the subcontracted services.
7. The willful making of false statements or the willful submission to MTA of incorrect information shall be treated by the MTA Agency as a breach of the contract.

T. WORKFORCE UTILIZATION REPORTS

1. Prior to the award of this contract the bidder shall submit an EEO Policy Statement and a staffing plan, as described in Section 143.3 of the Regulations. Where the work force to be utilized in the contract cannot be separated out from the contractor's and/or subcontractor's total work force, the bidder shall submit to the MTA Agency Manager, instead of the staffing plan, a report of contractor's and/or subcontractor's total work force, including apprentices, broken down by specified ethnic background, gender and Federal occupational categories. The information must be submitted on the Staffing Plan Form. A bidder's failure to submit an EEO Policy Statement and a staffing plan or total work force data shall result in the rejection of the bid unless the bidder provides the MTA Agency with a reasonable justification in writing for such failure or makes a commitment to submit an EEO Policy Statement and a staffing plan or work force data by a date certain established by the MTA Department of Diversity and Civil Rights.
2. After the award of the contract, and where the work force to be utilized in the performance of the contract can be separated from the contractor's and/or subcontractor's total work force the contractor and its subcontractors shall submit a Workforce Utilization Report throughout the life of the contract to the MTA Agency as instructed. Pursuant to Executive Order No. 162 - Ensuring Pay Equity by State Contractors; contractors and subcontractors are required to report separately the gross wages paid to each of their employees for the work performed by such employees on the contract on a monthly/quarterly basis as applicable. Contractors and subcontractors

must report only gross wages for work on the contract paid to employees during the period covered by the Report Spreadsheet. "Gross Wages" are typically those reported by employers to employees on their wage statements. Gross wages include every form of compensation for employment paid by an employer to his, her or its employees, whether paid directly or indirectly by the employer, including salaries, commissions, bonuses, tips and the reasonable value of board, rent, housing, lodging or similar advantage received. For commodities, service/consulting, professional construction consultant contracts, and construction contracts, the Workforce Utilization Reports shall include the contractor's and subcontractor's work force on the contract broken down by occupational categories, number of employees in each category, hours a contractor's and subcontractor's employees worked on activities related to the contract, ethnic background, gender, and gross wages. For construction contracts the Workforce Utilization Reports shall be submitted on a monthly basis throughout the life of the contract. For all other contracts the contractor shall submit Workforce Utilization Reports on a quarterly basis throughout the life of the contract. The information must be submitted on the standard Workforce Utilization Form provided by the MTA.

3. During the lifetime of the contract, the contractor shall undertake or continue existing EEO programs and shall ensure that all subcontractors comply with the EEO requirements.

U. COMPLAINT BY MTA AGENCY AGAINST CONTRACTOR TO NEW YORK STATE DEPARTMENT OF ECONOMIC DEVELOPMENT – FAILURE TO COMPLY WITH THE MBE/WBE PROGRAM OR BAD FAITH, WILLFUL AND INTENTIONAL FAILURE TO COMPLY

In the event the MTA Agency determines that the contractor has failed to comply with the State MBE/WBE Law, the Regulations or this contract, including that contractor has acted in bad faith or has willfully and intentionally failed to comply with the same and elects not to enforce its rights as set forth in Paragraph N, above, the MTA Agency may file a complaint with the Director pursuant to Executive Law, Section 316, seeking specified remedies, which include, but are not limited to, the imposition of various sanctions, fines or penalties against the contractor. The procedure and requirements with respect to filing and resolving any such complaint are set forth in the Regulations. The contractor is hereby put on notice that the penalties imposed by the Director for any violation which is premised upon either a fraudulent or intentional misrepresentation by the contractor or the contractor's willful and intentional disregard of the minority and women-owned participation requirement included in the contract may include a determination that the contractor shall be ineligible to submit a bid to any contracting State agency, which is defined in the State MBE/WBE Law and the Regulations to include any MTA Agency, and many other non-MTA agencies, or be awarded any State agency contract for a period not to exceed one (1) year following the final determination; provided however, if a contractor has previously been determined to be ineligible to submit a bid pursuant to applicable regulations, the penalties imposed for any subsequent violation, if such violation occurs within five (5) years of the first violation, may include a determination that the contractor shall be ineligible to submit a bid to any contracting State agency or be awarded

any State agency contract for a period not to exceed five (5) years following the final determination.

V. SUBSEQUENT RESPONSIBILITY DETERMINATIONS

The MTA Agency may take into account information regarding a contractor's compliance with the MBE/WBE program requirements under this contract, including, but not limited to its failure to meet goals or to demonstrate good faith efforts to meet same, etc. as well as information of willful or intentional failures, fraud or intentional misrepresentations on the part of the contractor, as described in the State MBE/WBE Law and Regulations, in rendering determinations as to whether the contractor, having submitted a bid in connection with future contract solicitations, should be found to be a responsible bidder, as required pursuant to Section 1209 or 1265-a, as applicable, of the Public Authorities Law.

W. PROHIBITION OF AGREEMENTS TO RESTRICT COMPETITION

Agreements between a bidder and a MBE/WBE firm in which the MBE/WBE firm agrees not to provide subcontracting quotations to any other bidders are prohibited.

CONTRACT NO. and TITLE: _____ CONTRACT VALUE \$ _____

MBE/WBE UTILIZATION PLAN FORM

(Form 15A.1)

INSTRUCTIONS: See Section IV, paragraph 6 of the Contract Documents

Name, Address, Telephone Number of MBE/WBE (including name of contact person, Federal I.D.# or Social Security Number)	Indicate if MBE or WBE	Description of Work, Products and/or Services to be provided	Agreed Dollar Amount of MBE/WBE Subcontract	MBE/WBE Projected Start and Completion Date

If the Proposer/Bidder is a corporation, partnership, or joint venture, this form must be signed respectively, by the president of the corporation, a general partner, or the president/general partner of one of the joint ventures. If it is signed by anyone else, you must include appropriate proof (such as certified copy of the by-laws, partnership agreement or joint venture agreement) which confirms that the person signing this form is authorized to do so. By signing below, the Proposer/Bidder authorizes the Authority to verify all information provided on this form.

PROPOSER/BIDDER: _____ FEDERAL IDENTIFICATION NUMBER: _____

AUTHORIZED SIGNATURE: _____ NAME/TITLE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____ DATE: _____

**REQUEST FOR TOTAL OR PARTIAL WAIVER OF MBE/WBE GOAL(S)
PURSUANT TO MBE/WBE UTILIZATION PLAN FORM
(Form 15A.2)**

PROPOSER/BIDDER/CONTRACTOR:

Contract Number: _____ Total Contract Dollar Value: _____

A Proposer/Bidder/Contractor failing to achieve the MBE/WBE goal(s) as specified in the Contract Documents must submit this form (Request for Total or Partial Waiver of MBE/WBE Goal(s) -Form 15A.2) and the documentation of good faith efforts specified in Part II of this form, at the time provided for the submission of the MBE/WBE Utilization Plan (Form 15A.1), or if the contract is already awarded, as soon as the Contractor realizes that it will not achieve a goal, or prior to final payment on the contract whichever is sooner.

PART I. REQUEST FOR WAIVER OF MBE/WBE GOAL(S)

INSTRUCTIONS: If the Proposer/Bidder/Contractor is requesting a total waiver of one or both goals, Section A must be completed. If the proposer/contractor is requesting a partial waiver of one or both goals, Section B must be completed. In requesting a partial waiver, the Proposer/Bidder/Contractor must specify MBE and/or WBE goal percentage(s) it is committed to achieving.

Section A - Total Waiver of MBE/WBE Goal(s)

I, _____, hereby request a total waiver of the:
(Name of Proposer/Bidder/Contractor)

(Check the appropriate box or boxes)

- ☐ MBE goal as specified in the Contract Documents
- ☐ WBE goal as specified in the Contract Documents

Section B - Partial Waiver of MBE/WBE Goals)

I, _____, hereby request a partial waiver of the:
(Name of Proposer/Bidder/Contractor)

(Check the appropriate box or boxes)

- ☐ MBE goal as specified in the Contract Documents
- ☐ WBE goal as specified in the Contract Documents

I, _____, commit to achieving an MBE goal of ____%.
(Name of Proposer/Bidder/Contractor)

I, _____, commit to achieving an WBE goal of ____%.
(Name of Proposer/Bidder/Contractor)

PART II. GOOD FAITH EFFORTS DOCUMENTATION

INSTRUCTIONS: A Proposer/Bidder/Contractor requesting a request for a total or partial waiver of MBE and/or WBE goal(s) must submit with this form, full and detailed explanation and documentation which specifically identifies the Proposer/Bidder/Contractor's efforts to obtain MBE/WBE participation on this Authority contract.

The Proposer/Bidder/Contractor must provide the information and support documentation specified in Part II of this form (SEE REVERSE SIDE OF THIS FORM), and any other information it believes will assist the Authority in its review of the Request for Total or Partial Waiver of MBE/WBE Goal(s).

- (1) The names of general circulation, trade association and women-oriented publications in which bids were solicited for purposes of complying with goal requirements established for minority and women-owned business enterprise participation;
- (2) The dates bid solicitations for minority and women-owned business participation were published in any of the publications named pursuant to paragraph (1) and the text of the bid solicitations;
- (3) A list of minority and women-owned business enterprises appearing in the State Directory which were solicited in writing to provide bids for purposes of complying with the contract goal requirements for minority and women-owned business enterprise participation;
- (4) Proof of dates on which such solicitations were made in writing and copies of solicitations made, or a sample copy of the solicitation if an identical solicitation was made of all minority and women-owned business enterprise;
- (5) Copies of responses made by minority and women-owned business enterprises to solicitations made by the contractor;
- (6) A description of any contract documents, plans, or specifications made available to minority and women-owned business enterprises for purposes of soliciting their bids, and the dates and manner in which these documents were made available;
- (7) Documentation of any negotiations between the contractor and minority and women-owned business enterprise participation;
- (8) A statement setting forth the contractor's basis for requesting a partial or total waiver;
- (9) Written discussion of the relevance of the following items to the contractor's request for a partial or total waiver of MBE/WBE contract goal(s) specified in the Contract Documents:
 - a) The number and types of minority or women-owned business enterprises located in the region in which the contract is to be performed;
 - b) The total dollar value of this contract;
 - c) The scope of work to be performed;
 - d) The project size;
 - e) The project term;
 - f) The availability of other business enterprises located in the region;
 - g) The financial ability of minority and women-owned business enterprises located outside the region to perform on the contract
- 10) Identify terms and conditions offered to minority and women-owned business enterprises, and compare how those subcontract terms and conditions compare to those offered in the ordinary course of the contractor's business and to other subcontractors of the contractor.
- 11) Identify efforts made by the contractor to reasonably structure the contract scope of work for purposes of subcontracting with minority and women-owned enterprises;
- 12) Identify actions taken to contact and assess the financial ability of minority and women-owned business enterprises located outside of the region in which the contract scope of work is to be performed; and
- 13) Any other information determined relevant by the Authority (if and when requested) or the contractor.

By signing this form, the person individually and on the behalf of the Proposer/Bidder/Contractor represents to the Authority that the information supplied to the Authority is truthful, accurate, complete and not misleading.

Authorized Signature: _____ Title:

Firm/Company Name:

Address:

Telephone Number: _____ Date:

INTENT TO PERFORM AS A SUBCONTRACTOR/SUBCONSULTANT (MBE/WBE FORM 15A.4)

CONTRACT NUMBER: _____ CONTRACT TITLE: _____

NAME OF PRIME BIDDER/PROPOSER: _____

The undersigned intends to perform work in connection with the above project as: [check one]

- ☐ A subcontractor
- ☐ A subconsultant
- ☐ A second tier subcontractor

Note: Pursuant to NYS Executive Law Article 15-A, Minority and Women-owned Business Enterprise (MBE/WBE) firms projected to participate in the MTA's MBE/WBE Program must be certified as either an MBE or a WBE by the Empire State Development Corporation (ESDC) in order for the firm's participation to be credited toward an MBE or WBE goal. Only firms certified by ESDC as an MBE or a WBE can be utilized to meet an MBE or WBE goal.

SUBCONTRACT AMOUNT: \$ _____

The undersigned is prepared to perform the following work and/or supply the following material for the above project.

Note: If applicable, please state the amount and percentage of work you intend to subcontract out to other subcontractors/vendors (both MBE/WBE and non-MBE/WBE firms).

The undersigned intends to enter into a formal agreement for the above work with the named bidder/proposer conditioned upon the named bidder/proposer being awarded this contract by the MTA or any of its affiliated agencies.

_____	By: _____	_____	_____
Name of MBE/WBE Firm	Name & Title of Authorized Signatory	Signature of Authorized Representative	Date
<small>(Please Print or Type Name of MBE/WBE Firm)</small>			

APPENDIX D (II). SERVICE DISABLED VETERAN-OWNED BUSINESS SUBMISSION REQUIREMENTS

A. SERVICE DISABLED VETERAN-OWNED BUSINESS

Service Disabled Veteran-Owned Business (SDVOB) Goals will be used for MTA-funded Contracts, if a Contract has an estimated value in excess of \$25,000 for commodities, equipment, material, services, supplies, or any combination of the foregoing; or in excess of \$100,000 for construction and construction services *and* the Contract has been assigned SDVOB GOALS

B. PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN OWNED BUSINESSES

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (“SDVOBs”), thereby further integrating such businesses into New York State’s economy. The Authority recognizes the need to promote the employment of Service-Disabled veterans and to ensure that certified Service-Disabled Veteran-Owned Businesses have opportunities for maximum feasible participation in the performance of Authority contracts.

In recognition of the service and sacrifices made by Service-Disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders and Proposers are expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

C. CONTRACT GOALS

1. The goals specified for the utilization of SDVOBs expressed as a percentage of the total Contract price, including change orders issued pursuant to the changes provisions of the Contract, are:

6% for SDVOB

Goal based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Bidder/Proposer/Contractor/Consultant should reference the directory of New York State Certified SDVOBs found on the New York State Office of General Services web site at: http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf. Questions regarding compliance with SDVOB participation goals should be directed pre-award to the designated Procurement Representative and post-award to the Project Manager or Construction Manager. Additionally, Contractor/Consultant is encouraged to contact the Office of General Services' Division of Service-Disabled Veterans' Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss additional methods of maximizing participation by SDVOBs on the Contract.

2. Contractor/Consultant must document "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors/subconsultants or suppliers in the performance of the Contract (see Paragraph 4 below).

D. SDVOB UTILIZATION PLAN

1. In accordance with 9 NYCRR § 252.2(i), the apparent low Bidder shall, by close of business on the 7th calendar day after the public Bid opening date, submit to the Procurement Representative a completed SDVOB Utilization Plan on Form SDVOB 100. All Proposers are required to submit a completed SDVOB Utilization Plan on Form SDVOB 100 with their technical Proposal.
2. The Utilization Plan shall list the SDVOBs that the Bidder/Proposer intends to use to perform the Contract, a description of the work that the Bidder/Proposer intends the SDVOB to perform to meet the goals on the Contract, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the Utilization Plan, the Bidder/Proposer acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a Contract for cause, loss of eligibility to

submit future bids or proposals, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to the MTA Department of Diversity and Civil Rights.

3. The MTA Department of Diversity and Civil Rights will review the submitted SDVOB Utilization Plan and advise the Bidder/Proposer/Contractor/Consultant of acceptance or issue a notice of deficiency within 20 calendar days of receipt.
4. If a notice of deficiency is issued, Bidder/Proposer/Contractor/Consultant agrees that it shall respond to the notice of deficiency, within seven business days of receipt, by submitting to the MTA Department of Diversity and Civil Rights a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the MTA Department of Diversity and Civil Rights to be inadequate, the MTA Department of Diversity and Civil Rights shall notify the Bidder/Proposer/Contractor/Consultant and direct the Bidder/Proposer/Contractor/Consultant to submit, within five business days of notification by the MTA Department of Diversity and Civil Rights, a request for a partial or total waiver of SDVOB participation goals on Form SDVOB 200. Failure to file the waiver form in a timely manner may be grounds for disqualification of the Bid or Proposal.
5. The Authority may disqualify a Bidder or a Proposer as non-responsible under the following circumstances:
 - (a) If a Bidder/Proposer fails to submit an SDVOB Utilization Plan;
 - (b) If a Bidder/Proposer fails to submit a written remedy to a notice of deficiency;
 - (c) If a Bidder/Proposer fails to submit a request for waiver; or
 - (d) If DDCR determines that the Bidder/Proposer has failed to document good faith efforts.

6. If awarded a Contract, Contractor/Consultant certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth above.
7. Contractor/Consultant further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Authority shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor/Consultant non-responsibility.

E. REQUEST FOR WAIVER

1. Prior to submission of a request for a partial or total waiver, Bidder/Proposer/Contractor/ Consultant shall speak pre-award to the designated Procurement Representative and post-award to the Project Manager or Construction Manager for guidance.

2. In accordance with 9 NYCRR § 252.2(m), a Bidder, Proposer, Contractor or Consultant that is able to document good faith efforts to meet the goal requirements, as set forth in Paragraph 4 below, may submit a request for a partial or total waiver on Form SDVOB 200, accompanied by supporting documentation. A Bidder/Proposer may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by the MTA Department of Diversity and Civil Rights at that time, the provisions of Paragraph 2 (C), (D) & (E) will apply. If the documentation included with the Bidder's, Proposer's, Contractor's or Consultant's waiver request is complete, the MTA Department of Diversity and Civil Rights shall evaluate the request and issue a written notice of acceptance or denial within 20 calendar days of receipt.

3. Contractor/Consultant shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to the MTA Department of Diversity and Civil Rights, but must be made no later than prior to the submission of a request for final payment on the Contract.

4. If the MTA Department of Diversity and Civil Rights, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (Form SDVOB 101) determines that Contractor/Consultant is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the MTA Department of Diversity and Civil Rights may issue a notice of deficiency to the Contractor/Consultant. The Contractor/Consultant must respond to the notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals. Waiver requests should be sent to the MTA Department of Diversity and Civil Rights.

F. REQUIRED GOOD FAITH EFFORTS

In accordance with 9 NYCRR § 252.2(n), Contractors/Consultants must document their good faith efforts toward utilizing SDVOBs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

1. Copies of solicitations to SDVOBs and any responses thereto.
2. Explanation of the specific reasons each SDVOB that responded to Bidders/Proposers/Contractors/Consultants' solicitation was not selected.
3. Dates of any pre-bid, pre-proposal, pre-award or other meetings attended by Bidder/Proposer/Contractor/Consultant, if any, scheduled by the MTA Department of Diversity and Civil Rights or the Authority with certified SDVOBs whom the MTA Department of Diversity and Civil Rights or the Authority determined were capable of fulfilling the SDVOB goals set in the Contract.
4. Information describing the specific steps undertaken to reasonably structure the Contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.
5. Other information deemed relevant to the waiver request.

G. MONTHLY SDVOB CONTRACTOR/CONSULTANT COMPLIANCE REPORT

In accordance with 9 NYCRR § 252.2(q), Contractor/Consultant is required to report Monthly SDVOB Contractor Compliance to the MTA Department of Diversity and Civil Rights during the term of the Contract for the preceding month's activity,

documenting progress made towards achieving the Contract SDVOB goals. This information must be submitted using Form SDVOB 101, Monthly Compliance Report, and should be completed by the Contractor/Consultant and submitted to the MTA Department of Diversity and Civil Rights, by the 10th day of each month during the term of the Contract, for the preceding month's activity.

The Form SDVOB 101 should be emailed to the MTA Department of Diversity and Civil Rights at: DDCRMMonthlyParticipationReports@nycr.com. The email subject line should indicate the Contract number for which the Form SDVOB 101 is being submitted.

H. BREACH OF CONTRACT AND DAMAGES

In accordance with 9 NYCRR § 252.2(s), any Contractor/Consultant found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract, shall be found to have breached the Contract and Contractor/Consultant shall pay damages as set forth therein.

1. SDVOB REPORTING FORMS

This contract contains the following forms:

- FORM SDVOB 100 (SDVOB UTILIZATION PLAN FORM)
- FORM INTENT TO PERFORM AS SUBCONTRACTOR/SUBCONSULTANT (SDVOB)
- FORM SDVOB 200 (APPLICATION FOR WAIVER)
- FORM SDVOB 101 (MONTHLY SDVOB PARTICIPATION REPORT)

SDVOB UTILIZATION PLAN

(Form SDVOB 100)

☐ Initial Plan ☐ Revised plan Contract/Solicitation # _____

INSTRUCTIONS: This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each NYS **Certified** Service-Disabled Veteran-Owned Business (SDVOB) under the contract. By submission of this Plan, the Bidder/Contractor commits to making good faith efforts in the utilization of SDVOB subcontractors and suppliers as required by the SDVOB goals contained in the Solicitation/Contract. Making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Firms that do not perform commercially useful functions may not be counted toward SDVOB utilization. Attach additional sheets if necessary.

BIDDER/CONTRACTOR INFORMATION

SDVOB Goals In Contract

Bidder/Contractor Name:

NYS Vendor ID:

%

Bidder/Contractor Address (Street, City, State and Zip Code):

Bidder/Contractor Telephone Number:

Contract Work Location/Region:

Contract Description/Title:

CONTRACTOR INFORMATION

Prepared by (Signature):

Name and Title of Preparer:

Telephone Number:

Date:

Email Address:

If unable to meet the SDVOB goals set forth in the solicitation/contract, bidder/contractor must submit a request for waiver on the SDVOB Waiver Form.

SDVOB Subcontractor/Supplier Name:

Please identify the person you contacted:

Federal Identification No.:

Telephone No.:

Address:

Email Address:

Detailed description of work to be provided by subcontractor/supplier:

Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %

SDVOB Subcontractor/Supplier Name:

Please identify the person you contacted:

Federal Identification No.:

Telephone No.:

Address:

Email Address:

Detailed Description of work to be provided by subcontractor/supplier:

Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %

ADDITIONAL SHEET (Form SDVOB 100)

Bidder/Contractor Name:		Contract/Solicitation #	
SDVOB Subcontractor/Supplier Name:			
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:	
Address:	Email Address:		
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %			
SDVOB Subcontractor/Supplier Name:			
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:	
Address:	Email Address:		
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %			
SDVOB Subcontractor/Supplier Name:			
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:	
Address:	Email Address:		
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %			
SDVOB Subcontractor/Supplier Name:			
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:	
Address:	Email Address:		
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %			
SDVOB Subcontractor/Supplier Name:			
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:	
Address:	Email Address:		
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %			

Intent to Perform as Subcontractor/Subconsultant/Joint Venture (SDVOB)

CONTRACT NUMBER _____ CONTRACT TITLE _____

NAME OF PRIME BIDDER/PROPOSER _____

The undersigned intends to perform work in connection with the above project as (check one):

- ☐ A subcontractor ☐ A sub-consultant
- ☐ A Joint Venture ☐ A second tier subcontractor (if required to meet the goal)

Note: Pursuant to New York State Article 17-B of the Executive Law, Service-Disabled Veteran-Owned Business (SDVOB) firms projected to participate in the MTA's SDVOB Program must be certified as a SDVOB by New York State Office of General Services for the firm's participation to be credited toward the SDVOB participation goal.

Subcontract Amount \$ _____

The undersigned is prepared to perform the following described work and/or supply the material listed in connection with the above project.

Note: If applicable, please state the amount and percentage of work you intend to subcontract out to other subcontractors/vendors (both SDVOB and non-SDVOB firms).

The undersigned intends to enter into a formal agreement for the above work with the named bidder/proposer conditioned upon the named bidders/proposers being awarded this contract by the MTA or any of its affiliated agencies.

Name of SDVOB Firm

Name & Title of Authorized Signatory

Signature of Authorized Representative

Date

(must be submitted before requesting final payment on the Contract)

For MTA Use Only	
Reviewed By:	Date:
Decision: <div><input type="checkbox"/> Full SDVOB waiver granted <input type="checkbox"/> Partial SDVOB waiver granted; revised SDVOB goal: _____% <input type="checkbox"/> SDVOB waiver denied</div>	
Approved By:	Date:
Date Notice of Determination Sent:	
Comments	

BLANK

CONTRACTOR'S MONTHLY SDVOB COMPLIANCE REPORT (DUE ON THE 10TH DAY OF EACH MONTH FOR THE PRECEDING MONTH'S ACTIVITY AS EVIDENCE TOWARDS ACHIEVEMENT OF THE SDVOB GOALS ON THE CONTRACT)
(Form SDVOB 101)

Contract No.: _____

Contractor/Vendor Name, Address and Phone No.:	Contractor/Vendor Federal ID No.:		SDVOB Goals		Reporting Period		
	Description of Project:		%		Month	Year	
Firm Name, Address and Phone Number (List All Firms)	Description of Work or Supplies Provided	Designation		Payment This Month	Contract Amount		
Federal ID No.:		<div><input type="checkbox"/> SDVOB<input type="checkbox"/> Supplier</div> <div><input type="checkbox"/> Sub<input type="checkbox"/> Team</div> <div><input type="checkbox"/> Broker<input type="checkbox"/> Other</div> <div><input type="checkbox"/> Joint Venture<input type="checkbox"/> No Written Contract</div> <div><input type="checkbox"/> Written Contract</div>		<input type="checkbox"/> No Payment This Month			
Federal ID No.:		<div><input type="checkbox"/> SDVOB<input type="checkbox"/> Supplier</div> <div><input type="checkbox"/> Sub<input type="checkbox"/> Team</div> <div><input type="checkbox"/> Broker<input type="checkbox"/> Other</div> <div><input type="checkbox"/> Joint Venture<input type="checkbox"/> No Written Contract</div> <div><input type="checkbox"/> Written Contract</div>		<input type="checkbox"/> No Payment This Month			
Federal ID No.:		<div><input type="checkbox"/> SDVOB<input type="checkbox"/> Supplier</div> <div><input type="checkbox"/> Sub<input type="checkbox"/> Team</div> <div><input type="checkbox"/> Broker<input type="checkbox"/> Other</div> <div><input type="checkbox"/> Joint Venture<input type="checkbox"/> No Written Contract</div> <div><input type="checkbox"/> Written Contract</div>		<input type="checkbox"/> No Payment This Month			
Federal ID No.:		<div><input type="checkbox"/> SDVOB<input type="checkbox"/> Supplier</div> <div><input type="checkbox"/> Sub<input type="checkbox"/> Team</div> <div><input type="checkbox"/> Broker<input type="checkbox"/> Other</div> <div><input type="checkbox"/> Joint Venture<input type="checkbox"/> No Written Contract</div> <div><input type="checkbox"/> Written Contract</div>		<input type="checkbox"/> No Payment This Month			
_____ Signature		_____ Print Name and Title		_____ Date			
Submission of this form constitutes the Contractor's acknowledgement as to the accuracy of the information contained herein. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, suspension and/or termination of the Contract.				For DDCR Use Only			
				Reviewed By:		Date:	

BLANK

APPENDIX E

METROPOLITAN TRANSPORTATION AUTHORITY

PREPARATION OF FINANCIAL INTEREST REPORTS BY CONSULTANTS PERFORMING WORK FOR MTA

In a resolution dated March 22, 1984, the Board adopted the All-Agencies Financial Interest Reports Policy and Procedure (the Policy). The Policy requires in part that employees of the Authority whose duties include the exercise of discretion in the areas of purchases, contracts and leases, accounting, auditing, law or other areas sensitive to conflicts of interest, or who have duties relating to the receipt or disbursement of funds, file financial interest reports on an annual basis. (Section II of the Policy.)

From time to time, MTA retains the services of a consultant to provide services. These services can be either those that are essentially extensions of those provided by MTA staff (i.e., the consultant performs substantive duties within a functional area in a manner typically indistinguishable from those performed by staff), or are consultative in nature (i.e., the consultant analyzes operations in a functional area and makes recommendations for changes and may also, if MTA so directs, implement the recommended changes). If the services to be provided by the consultant fall within the areas stated above, and if an individual employee of the consultant would be required to file financial interest reports if such person were an employee of the Authority, then such employee of the consultant shall file financial interest reports with the Authority as hereinafter provided.

- A. Consultant means the individual or firm with whom MTA contracts for services.
- B. Employee means an officer, director or employee of the consultant or a subconsultant, or an individual if MTA has contracted with an individual, who performs tasks in a sensitive area.
- C. Subconsultant means an individual or firm who enters into a subcontract relationship, regardless of tier, with the consultant with respect to MTA's contract with the consultant.
- D. Contract means the agreement between MTA and the consultant pursuant to which the consultant agrees to provide services to MTA.
- E. Financial Interest Report means the report which is attached hereto.
- F. Sensitive areas are those areas listed in the first paragraph hereof.

The following procedures shall apply to Consultants:

1. A consultant who enters into a contract with MTA to perform services in sensitive areas shall require its employees who meet the criteria in B above to file financial interest reports with the Authority.
2. The initial report shall be filed no later than thirty (30) days after the execution of the contract by the Consultant and shall cover the 12-month period ending with the month before the month in which the contract was executed.
3. Consultant employees required to file financial interest reports shall, after filing the initial report, file updated reports annually thereafter for as long as the contract which gave rise to the requirement to file such reports remains in effect.
4. Consultant employees shall file completed financial interest reports with MTA's Director of Procurement Services.
5. The Director of Procurement Services shall review the financial interest reports for possible conflicts of interest and shall forward the reports to Counsel who will also review the reports for possible conflicts of interest. The Director of Procurement Services shall discuss any conflicts of interest (either actual or potential) uncovered in this review with the affected employee, and if deemed necessary, with the consultant, to effect a resolution.
6. At the completion of this review, the financial interest reports shall be forwarded to MTA's Director of Human Resources for maintenance.
7. The contents of such reports will not be disclosed by MTA.
8. An employee shall promptly report to MTA's Director of Procurement Services any significant changes to the answers in a previously submitted financial interest report. Such changes shall be reviewed as provided in 5, above.

Attachment: Financial Interest Reports Form

MTA GUIDELINES for INSURANCE SUBMISSION & GENERAL INSTRUCTIONS FOR COMPLETING ACORD FORMS

APPLICABLE TO ALL MTA/AGENCY AGREEMENTS

Policies must be written by carriers with an AM Best rating of A-/VII or better to be acceptable to the MTA & its agencies.

I. INTRODUCTION

This instruction sheet details mandatory acceptance guidelines for providing evidence of insurance to the MTA. It is divided into **three parts**:

I. the Introduction – page 1

II. General Requirements (Highlights Only), (pages 1-2)

III. Specific Requirements for completing ACORD forms 25, 101 and 855 (pages 3-4)

Read this document carefully and comply with all requirements outlined herein. You must also read your agreement for specific insurance requirements.

A. Initial Insurance

Before any work begins, the Contractor must submit evidence of all insurance policies to the Agency/MTA at the address provided in the Insurance Section C of the solicitation documents:

Certificates of insurance may be submitted as evidence of insurance unless otherwise noted in the Agreement. The following ACORD forms (or their equivalent) are suitable for submission of insurance:

- a. ACORD 25 (2016/03) – Certificate of Liability Insurance
- b. ACORD 101 (2008/01) – Additional Remarks Schedule
- c. ACORD 855 (2014/05) – New York Construction Certificate of Liability Insurance Addendum

B. Policy expiration dates may not be within 30 days of submission unless written assurance from the authorized broker or insurer that the policy/policies will be renewed and submitted with the same terms and conditions as the certificate.

C. Renewal Insurance: Evidence of renewal insurance must be submitted electronically. It should be sent to the contract-specific email address received from Complianz™, the MTA's Certificate of Insurance Tracking System. **Do not mail hard copies to risk management.**

II. GENERAL REQUIREMENTS (Highlights Only. Please refer to the agreement for specific insurance requirements):

A. . Workers' Compensation –

- The New York State Insurance Fund form is acceptable.
- If a company is located out of state, an "Other States" endorsement is required.
- Exempt organizations may provide the approved CE-200 or documentation from their accountant or attorney confirming their exempt status.

B. General Liability (refers to primary and umbrella/excess liability policies)

- The General Liability policy shall provide coverage no less broad than that of the current ISO Commercial General Liability Insurance policy (Occurrence Form, number CG 00 01).
- 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 contract.
- The umbrella/excess liability policies shall be written on a “drop-down” and “following form” basis, with only such exceptions expressly approve in writing by MTA. Such insurance shall be maintained for the entire term of the contract.
- A physical copy of the required additional insured endorsements (**Refer to your agreement or Solicitation document**).

C. Railroad Protective Liability (RRPL)/Builder’s Risk (including Installation Floater)

- An insurance Binder must be provided pending issuance of actual policy.
- The binder must list all required “Named” and/or “Additional Named” insureds, as applicable.
- Actual policies must be submitted within 30 days from issuance of Binder.

D. Environmental Coverages (contractor or sub-contractor may provide):

- Contractor’s pollution liability coverage must be endorsed to include the additional insureds per terms of contract, and a copy of the physical endorsement must accompany the certificate of insurance.
- Pollution legal liability coverage must be Evidence can be satisfied by ONE of the following”:
 - Standalone pollution legal liability policy listing the non-owned disposal site;
 - A non-owned disposal site endorsement to the contractor’s pollution liability policy;
 - A certificate of insurance from the disposal facility adding the applicable agency/agencies as additional insured;
- The hauler must provide evidence of their business auto liability policy with copies of the MCS90 & CA9948 endorsement.

E. Joint Venture

- If the Contractor/Consultant is a joint venture, the joint venture shall provide evidence of liability insurance in the name of the joint venture.
 - If insurance is not purchased in the name of the joint venture, the member with the majority ownership interest in the joint venture must endorse its general liability policy to name the joint venture as an “Additional Named” insured.

III. SPECIFIC REQUIREMENTS FOR COMPLETING ACORD 855, 25, and 101

Certain forms have special guidelines, all of which are included in the sample forms that you will receive in your solicitation packet. Please adhere to those guidelines as you fill out ACORD 25, 101 and 855. In addition, please take note of the following special instructions:

A. For ACORD 25

This form is your certificate of liability insurance. You are required to fill out the form's fields as indicated below. (Refer to your agreement for detailed insurance requirements):

a. General Liability

- i. Indicate applicable self-insured retention for policy.
- ii. General aggregate limit must indicate whether it applies for policy, project, or location.

b. Workers' Compensation

- i. Details must be entered for USLH, Jones Act and "Other States" coverage in adjoining row of blank boxes, if applicable.
- ii. Per Statute requirements must be referenced in limits column.

c. Umbrella/Excess Policy

- i. Umbrella and Excess coverages must be denoted by corresponding checkboxes. Underlying policies are to be identified in Additional Remarks Schedule (ACORD 101) to verify adequate insurance.

d. Provide the following information in the Description of Operations/Locations section:

- i. The Contract "*reference number*" provided in solicitation and/or awarded contract: **Provide ONE of the following: Purchase Order (PO No), SSE ID, Requisition (REQ ID) or Contract ID. For example, if you are providing a Purchase Order number, your answer should say "PO #" followed by the actual number.)**
- ii. Contract name: A short description of work being performed.
- iii. Contract type: Operating, Capital, Not for Benefit, Other. **(Provide ONE. If you choose OTHER, please include specifics.)**
- iv. List required Indemnitees per contract or on Acord 101 if additional space is needed. They can be copied from MTA website. Go to this Landing page, then follow instructions: <http://www.mta.info/vendor-insurance>

e. Certificate Holder

List the Agency for whom the work will be performed using this format:

Agency Name/MTA
(Example: New York City Transit Authority/MTA)
c/o MTA Risk and Insurance Management
2 Broadway, 21st Floor
New York, NY 10004

f. Signature of Authorized Representative

For ACORD 101

Use this form to provide evidence of additional required coverages that could not be provided on ACORD 25 and other comments. For example you should enumerate that you are compliant with required policy endorsements. **See instructions provided on the sample forms:**

- i. List additional Comments/Indemnitees
- ii. Demonstrate that you are compliant with required policy endorsements by enumerating them here. **For example, contractor's policies provided to the Additional Insureds is primary and non-contributory**

FOR ACORD 855

Use this form for agreements involving construction.

- i. **Please note:** When you fill out ACORD 855, you must fill out all the requested information as indicated in red type on the sample form you. Where the "Yes" box is checked on items on the sample form, you must also be able to truthfully check "Yes" to all of the corresponding items on your form or your application will not be approved.
- ii. Attach ACORD 855 to ACORD 25 and ACORD 101, when applicable, when you make your submission.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	SIR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$
	OTHER:						GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
							\$
	AUTOMOBILE LIABILITY						(Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED						BODILY INJURY (Per person) \$
	<input type="checkbox"/> AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N					PER STATUTE OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N/A					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Indicate Agreement Reference Type: Provide **ONE** of the following: PO No., SSE ID, Requisition(REQ ID or Contract ID). For example, if you are providing a Purchase Order number, your answer should say "PO No." followed by the actual number.)

Indicate Agreement Name: For example - "Upgrade & Repair R160 Door Operators"

Indicate Agreement Type: Operating / Capital / NFB / Other(Please Specify one)

CERTIFICATE HOLDER**CANCELLATION****Agency / MTA**

c/o MTA Risk and Insurance
Management 2 Broadway, 21st Floor
New York, NY 10004

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

Indicate Additional Coverages per Insurance Schedule:

<u>Carrier Name</u>	<u>NAIC #</u>	<u>Coverage</u>	<u>Policy Eff Date</u>	<u>Policy Exp Date</u>	<u>Limits of Liability</u>
---------------------	---------------	-----------------	------------------------	------------------------	----------------------------

Notes:

- List additional Comments/Indemnities & demonstrate that you are compliant with required policy endorsements by enumerating them here. For example, contractor's policies provided to the additional Insureds is primary and non-contributory.
 - As a reminder, physical copies of all endorsements must also be submitted.
- Please refer to this link - <http://www.mta.info/vendor-insurance> to copy the Indemnities for your contract.



NEW YORK CONSTRUCTION CERTIFICATE OF LIABILITY INSURANCE ADDENDUM

DATE (11/11/00) NY 0

THIS ADDENDUM SUMMARIZES SOME OF THE POLICY PROVISIONS IN THE REFERENCED INSURANCE POLICIES AND IS ISSUED AS A MATTER OF INFORMATION ONLY; IT CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. ALL TERMS, EXCLUSIONS AND CONDITIONS IN THE ACTUAL POLICY SHOULD BE CONSULTED FOR A MORE DETAILED ANALYSIS OF COVERAGE, AS THIS ADDENDUM DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES.

AGENCY		A.A.I.I.E.O.I.N.&U.R.E.O.(I)	
POLICY NUMBER	EFFECTIVE DATE	CARRIER	NAIC CODE

ADDENDUM INFORMATION

CERTIFICATE NUMBER: _____

REVISION NUMBER: _____

A. Ins.,,

- [R] Ac1mittec11 au".horized
[R]exoessi;ne..-t<ee.--zone

Either one is acceptable:

- Admitted/authorized: Minimum AM Best Rating of A- and FSC of VII
-Excess: Above Best Rating AND be licensed/approved by NYS

B. General Liability (GL, policy form)

- [R] ISO/ ISO modified
☐ Other, "<C

Other may be selected,
if so, declaration page
must be included.

Refer to RIM if any is checked.
If anything is checked, exclusion must
not apply to work involved in contract.

C. Specific operations excluded or restricted (GL policy)

- ☐ Location construction:
☐ Building height:
☐ Classifications
☐ Designated:

(see attached declarations / endorsement)
(see attached endorsement)

- 1 - CG 2010 with CG 2037 or eEquivalent
- CG 2038 with CG 2037 or eEquivalent

D. Additional insured endorsement (GL policy)

[R] CG 2010 < CG 2026 OCG 2032

Other: #. _____ Title: _____

☐ CG 2033 ☒ CG 2037 ☒ CG 2038

E. According to the terms of this GL policy, the additional insured has primary and noncontributory coverage

[R] Yes ☐ No and ☐ No other option is available with this insurer

F. Additional insured will receive advance notice if insurer cancels (GL policy)

[R] Yes ☐ No and ☐ No other option is available with this insurer

G. Blanket contractual liability located in the "insured contract" definition (Section V, Number 9, Item f. in the ISO CGL policy) is removed or restricted

[R] Yes and ☐ No other option is available with this insurer ☐ No changes..-

Applicable to Railroads
only.

H. "Insured contract" exception to the employer's liability exclusion is removed or modified (GL policy)

[R] Yes and ☐ No other option is available with this insurer ☐ No changes..-

I. GL policy (including endorsements) does not cover the additional insured for claims involving injury to employees of the named insured or subcontractors (not workers' compensation)

Over and ☐ No other option is available with this insurer [R] No changes..-

J. Earth movement, excavation or explosion/ collapse / underground property damage is excluded or restricted (GL policy)

Over and

D no other option is available with this insurer

[8] **J** No changes ...

K. Insured vs. insured suits (cross liability in the ISO CGL policy) are excluded or restricted (other than named insured vs. named insured)

Over and

D no other option is available with this insurer

[8] **J** No changes ...

L. Property damage to work performed by subcontractors (exception to the "damage to your work" exclusion in the ISO CGL policy) is excluded or restricted

Over and

D no other option is available with this insurer

[8] **J** No changes ...

M. Excess/ umbrella policy is primary and non tributary for additional insureds

(g) Yes, by specific policy provision

IR) Yes, by endorsement

☐ No

D no other option is available with this insurer

Either one is acceptable

AUTHORIZED REPRESENTATIVE SIGNATURE

DATE (MM/DD/YYYY)

APPENDIX K

EXECUTIVE ORDER 177 COMPLIANCE AND CERTIFICATION

BIDDERS ARE HEREBY NOTIFIED THAT THIS SOLICITATION IS SUBJECT TO EXECUTIVE ORDER 177 WHICH PROHIBITS NEW YORK STATE AGENCIES, INCLUDING THE METROPOLITAN TRANSPORTATION AUTHORITY ("MTA"), FROM ENTERING INTO CONTRACTS WITH ENTITIES THAT SUPPORT DISCRIMINATION. THIS CERTIFICATION MUST BE SUBMITTED PRIOR TO CONTRACT AWARD ON ALL CONTRACTS FOR GOODS, SERVICES, TECHNOLOGY AND CONSTRUCTION, AND CONTRACT RENEWALS.

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:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

REQUIRED BIDDER CERTIFICATION OF COMPLIANCE WITH EO 177

In accordance with Executive Order No. 177 ("EO 177"), the Bidder 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.

By signing below, Bidder certifies that the statements made above are complete, true, and accurate.

Bidder Name: [Click here to enter Bidder name](#)

Bidder Signature: _____ **Date:** [Click or tap to enter a date](#)

Print name of signatory: [Click here to enter name of signatory.](#) **Print title of signatory:** [Click here to enter title of signatory.](#)

APPENDIX L
STATEMENT ON SEXUAL HARASSMENT POLICY AND TRAINING

BIDDERS ARE HEREBY NOTIFIED THAT THIS SOLICITATION IS SUBJECT TO NEW YORK STATE FINANCE LAW SECTION 139-L (EFFECTIVE JANUARY 1, 2019), WHICH REQUIRES BIDDERS BIDDING ON COMPETITIVE SOLICITATIONS FOR WORK OR SERVICES PERFORMED OR TO BE PERFORMED, OR GOODS SOLD OR TO BE SOLD, TO CERTIFY IMPLEMENTATION OF A WRITTEN SEXUAL HARASSMENT PREVENTION POLICY AND CORRESPONDING ANNUAL TRAINING. THE MTA IS IMPLEMENTING THIS CERTIFICATION IN ADVANCE OF ITS EFFECTIVE DATE.

By submitting a Bid for this Solicitation, Bidder hereby acknowledges its understanding that:

1. Bidder shall have, and shall have implemented, a sexual harassment prevention policy for its employees, with related training to be offered annually; and
2. Bidder's sexual harassment prevention policy shall, at a minimum, meet the requirements of New York State Labor Law, Section 201-G (Prevention of Sexual Harassment), effective October 9, 2018; and
3. A Bid shall not be considered for award nor shall any award be made to a Bidder who has not complied with this certification, provided, however, that if the Bidder cannot make the certification required by this Appendix L, as required by New York State Finance Law, Section 139-L, must furnish a statement with its Bid setting forth in detail the reasons for non-compliance, and which shall be evaluated by the MTA in its sole and absolute discretion; and
4. Any Bid made to the MTA by a corporate Bidder for work or services performed, or to be performed, or goods sold or to be sold, where such Bid requires certification of compliance with New York State Finance Law, Section 139-L, such certification shall be deemed to have been authorized by the Bidder's board of directors, and such authorization shall be deemed to include the signing and submission of such Bid and the inclusion of such certification therein as the act and deed of the corporation; and
5. Bidder's failure to adhere to this certification during the Term of the Contract shall be considered a Default Event pursuant to the MTA Purchase Order Terms and Conditions.

REQUIRED BIDDER CERTIFICATION OF COMPLIANCE WITH NYS FINANCE LAW SECTION 139-L

By submission of this Bid, each Bidder and each person signing on behalf 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 the Bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of New York State Labor Law, Section 201-G.

By signing below, Bidder certifies that the statements made above are complete, true, and accurate.

Bidder Name: [Click here to enter Bidder name](#)

Bidder Signature:

Date: [Click or tap to enter a date](#)

Print name of signatory: [Click here to enter name of signatory.](#)

Print title of signatory: [Click here to enter title of signatory.](#)