NIAGARA FRONTIER TRANSPORTATION AUTHORITY

REQUEST FOR PROPOSAL

FOR

ULTRASONIC RAIL TESTING ANALYSIS AND REPORT

NFTA RFP NO. 4296

The following items are to be included the proposal and made part of any agreement entered into pursuant to this RFP.

PLEASE SUBMIT 4 COPIES OF PROPOSAL

Cover Letter
Description of products/services
Firm, Management and Staff Qualifications
References
Technical Specifications
Itemized Cost Proposal
Disclosure of Prior Non-Responsibility Determinations
Bidder's/Proposer's Affirmation and Certification
Buy America
Non-Collusive Proposal Certificate
Recent Contract History
List of Equipment
NIAGARA FRONTIER TRANSPORTATION AUTHORITY

REQUEST FOR PROPOSAL NO. 4296

Proposals will be received by the undersigned until 11:00 a.m. on AUGUST 1, 2013 for:

ULTRASONIC RAIL TESTING ANALYSIS AND REPORT

in accordance with the attached proposal documents. The Authority reserves the right to reject any or all proposals, or to waive any informality in the proposal. Proposals shall be submitted in a sealed envelope showing Proponent's name and addressed to:

NIAGARA FRONTIER TRANSPORTATION AUTHORITY
Department of Procurement - Fifth Floor
Attention: Cindy Judd
181 Ellicott Street
Buffalo, New York 14203
716-855-7206 phone, 716-855-6676 fax
Email: Cindy_Judd@NFTA.com
www.nfta.com

MARK ON LOWER LEFT HAND CORNER OF ENVELOPE:

RFP NO: 4296
DUE DATE: AUGUST 1, 2013 at 11:00 am LOCAL TIME
FOR: ULTRASONIC RAIL TESTING ANALYSIS AND REPORT
NAME OF PROPOSENT:

PROPOSALS MUST BE RECEIVED AT 181 ELLICOTT STREET, 5TH FLOOR, PROCUREMENT DEPARTMENT, BEFORE THE TIME DESIGNATED FOR OPENING IN ORDER TO BE CONSIDERED.

All correspondence, communications and/or contact with the NFTA in regard to any aspect of this proposal shall be with the Procurement Official designated above or her designated representative. Prospective proponents, or their representatives, shall not make contact with or communicate with any representatives of the NFTA, including employees and consultants, other than the designated Procurement Official in regard to any aspect of this proposal.

Andrea Herald
Procurement Manager
1.0 SCOPE

The contractor shall supply all necessary labor, tools, materials equipment and supervision to perform annual System Ultrasonic Rail Testing Analysis and Report of the NFT Metro Rail Transit System.

2.0 INSPECTION

The Rail Testing shall include as a minimum, the following rail defects; transverse fissures, detail fractures, engine burn fractures, horizontal split heads, vertical split heads, head and web separations, split webs, joint defects and defective welds. The Contractor shall verify the presence of detected defects by hand test and mark each location. The Contractor shall submit, for Metro approval, the marking arrangement used to mark defective locations.

3.0 REPORT AND ANALYSIS

Two copies of the reports and analysis shall be turned over to Metro Rail's Systems and Facilities Supervisor. The report and analysis shall indicate all defects and their locations in the system.

4.0 TRACK TO BE INSPECTED

12.8 route miles of Metro Rail's main line.

Yard and Shop track shall not be inspected under this contract.

5.0 EQUIPMENT

The Contractor shall provide a Hi-rail test truck with Computer Controlled Measuring System to accomplish this task. See attachment for System clearances.

6.0 UNLOADING, LOADING AND EQUIPMENT STORAGE

6.1 Unloading/Loading

All equipment shall be delivered to Metro's Yard and Shop at 164 Ohio Street, Buffalo, New York. All equipment and labor for unloading or loading contractor equipment will be the contractor's responsibility. Metro Rail will supply safety and support personnel to assist the contractor in this operation at no cost to the contractor. Metro personnel shall be responsible for removing overhead power and grounding prior to the loading/unloading operation.

6.2 Equipment Storage
At the option of the Contractor, the hi-rail equipment may be stored within the Yard/Shop complex at the sole risk of the Contractor. Metro cannot guarantee under-roof storage will be available, but Metro will make a responsible effort to provide under-roof storage if available. Metro will permit the equipment to remain on site after the operation is complete, while the contractor arranges for removal. However, the equipment shall not remain on site for more than one week after completion of the operation.

7.0 RAIL OPERATING SCHEDULES

All contractor operations shall be performed so as not to interfere with the operations of the Metro Rail System. Both parties shall mutually agree upon the date of arrival of the equipment and dates of actual ultrasonic testing. Metro Rail will supply safety and support personnel during the track inspection.

7.1 SUMMARY

A. Contractor's activities shall not disrupt the normal Metro Rail train operation schedule. Contractor shall review current Metro train operations schedule and arrange work activities as required.

Normal Metro Rail operations are defined as:

1. Start of operations at 0530 hours, end of operations at 0100 hours daily, Monday morning through Saturday morning.
2. Start of operations at 0630 hours Saturday through 0100 hours Sunday.
3. Start of operations at 0900 hours Sunday through 1700 hours Sunday.

B. No testing will be permitted under Single-track operations of the Metro Rail System.

C. All work shall be completed and equipment removed from the system prior to revenue service by the start of operations indicated in Part 7.1.A. of this section each operational day. All rail movement into and out of tunnel locations shall be coordinated 1 week in advance of the scheduled date.

D. Any unexpected effects upon the operations of scheduled/unscheduled train movements shall be immediately called in to the Operations Controllers.

E. Metro Rail has determined that certain limitations are required regarding the Contractor's activities while working on this project.

1. The movement of all high rail equipment shall be controlled by Metro Rail operations. Equipment movements must be undertaken by Metro Rail issued "work permits" as specified in Part 7.2.

2. The Contractor shall conduct his work in such manner and at such times with such precautions and safeguards as the Systems and Facilities Supervisor may require for the purpose of avoiding interference with safe and continuous operations of Metro's trains or with the business of the Metro's passengers, including passengers and employees of the Metro System or other persons.
3. The Contractor is specifically prohibited from conducting any operations next to or over the tracks that have potential to adversely impact the operations of Metro Rail revenue service during normal revenue hours (approximately 0530 hours to 0100 hours) except as specified herein.

4. Metro’s trains will be in daily operations during the performance of the work hereunder. This Contract is based on the assumption that the work will, except as expressly provided, be done without interruption or change in the regular schedule of operations of trains of Metro. No work shall be done affecting the operations of trains or operations of stations until the Contractor has submitted details of this procedure of work and has secured written permission from the Systems and Facilities Supervisor to proceed.

5. The Contractor shall notify the Systems and Facilities Supervisor by Wednesday of the preceding week of the exact times, location, extent and nature of the work to be performed during the following week.

6. Due to the tight confines of the tunnel construction, the use of high rail equipment is required.

7. The Contractor shall not at any time operate equipment or machinery over Metro’s tracks without the use of high rail gear. All high rail equipment will be of such design so as to enable it to negotiate Metro’s track, and special track work. Equipment or machinery so equipped shall be tested for operation on Metro’s tracks to the satisfaction of the Systems and Facilities Supervisor prior to the start of testing.

8. The Contractor shall make its own arrangements for rail-mounted equipment. No Metro owned equipment is available for the Contractor's use.

9. The Contractor, when planning this work in the tunnel, should consider that only diesel-powered equipment conforming to the U.S. Health Administration Mines Safety Standards for Exhaust Emissions (msha.gov) shall be permitted. Furthermore, the Contractor shall make his own provisions for power and compressed air, if required. No use of existing tunnel utilities except its drainage and dry standpipe systems will be permitted.

10. The Contractor shall take measures to the satisfaction of the Systems and Facilities Supervisor to prevent the discharge of petroleum based products into the tunnel drainage system. These measures may include installation of oil booms and absorbent pigs.

11. The Contractor shall be required to completely restore the work to operating condition and be clear of the operating trackway by start of operations at the conclusion of every work period.

12. All equipment when used in tunnel and/or darkness shall be equipped with operable headlights and marker lights. In addition, when vehicles are operating in tandem such as rail carts, etc., such vehicles must be
equipped with a flashing strobe light when the lead vehicle is other than the operating vehicle.

13. D.C. traction power will be shutdown by Metro personnel within the specific work areas for the specified work periods. The Systems and Facilities Supervisor will request a separate work permit for this purpose.

14. The Contractor’s and subcontractors’ employees shall be experienced and trained in order to direct, advise or perform certain specialized types of work as described in the various sections of these Specifications. Contractor’s training and employment qualifications shall be included in bid.

15. The Contractor's personnel shall wear orange reflective vests at all times when working within the train right-of-way.

F. Any violations to Metro’s construction restrictions by the Contractor may result in immediate shutdown of contractor activities until violation is corrected.

7.2 WORK PERMITS

A. Work permits, issued to the Contractor by Metro Rail, must be obtained prior to any access into or on Metro Rail property and/or operating areas. Work permits shall also be required for operations or movements by the Contractor within the boundary of the Metro Rail system yards and shops facilities, within ten (10) feet of either side of the surface (mall) section and within the underground section of the Metro Rail system.

The Contractor shall conduct all mobilization efforts in a manner consistent with the work permit. No deviations from the issued work permit will be permitted.

8.0 INSPECTION/ACCEPTANCE

NFT Metro’s Systems and Facilities Supervisor or his designate, shall inspect the contractor's report to determine if additional testing is required.

9.0 CONTRACTOR QUALIFICATIONS

The Contractor shall have been in the Ultrasonic Rail Testing Service business for a minimum of five years, with continuous and immediate past experience in the Rail Ultrasonic Testing industry such as outlined within these specifications.

10.0 SAFETY

The contractor must comply with the applicable Federal, State and local safety requirements. The NFTA Contractor Safety Program is attached.
Prior to initiation of services the contractor shall provide a copy of their written safety program to the Department of Health, Safety, and Environmental Quality for review.

11.0 SUBMITTALS

The following information shall be submitted with the proposal:

11.1 The proponent shall submit documentation as to their qualifications as outlined in paragraph 9.0 herein. A list of recent contracts with similar Transit Properties shall be provided along with the properties Maintenance contact and phone number.

11.2 The proponent shall submit a detailed description of the equipment to be used for completing this contract. Details shall include the type of equipment to be used as outlined herein. The approximate time to complete the testing in hours/minutes shall also be submitted.

12.0 TERM OF CONTRACT

The contract shall be for a period of three calendar years with options to extend the contract for two additional one-year contracts. There will be one Ultrasonic Rail Testing conducted per year.

13.0 PRICING

Proponents shall submit the Itemized Proposal included herein, indicating the price to perform ultrasonic rail testing of the entire 12.8 track mile Metro System on a yearly basis for all five years.

The proponent shall include all costs in his bid to reflect the limitations included in this technical specification. No additional payments will be made for these limitations.

13.0 ATTACHMENTS

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<thead>
<tr>
<th>Attachment #</th>
<th>Description</th>
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<tbody>
<tr>
<td>1</td>
<td>Composite Vehicle Dynamic &amp; Clearance Envelopes</td>
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<tr>
<td>2</td>
<td>System Overview Map</td>
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<tr>
<td>3</td>
<td>System Description</td>
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ATTACHMENT THREE

GENERAL

Metro Rail is a 12.8 Route mile light rail transit system, divided into four types of construction, Yard, Mall, Cut and Cover, and Tunnel. Power is provided through a nominal 650 V.D.C. overhead catenary system. The track components are per American Railway Engineering Association Standards (AREA) [arema.org]. Track gauge is 4 ft. 8-1/2 in. for tangent track with continuous welded rail.

YARD - 2,500 ft. yard with nine tracks mounted on tie and ballasted with 13-No. 6 turnout and one double crossover. Rail is 115 RE continuous welded with conventional spikes. All tracks are under catenary.

MALL - 6,500 ft. pedestrian Mall double tracked with girder rail mounted in concrete. There is one single crossover and one double crossover using tongue and mate switches as shown in AREA Plan No. 982-60. The rail in this section is 128 RE7A continuous welded girder rail set on elastomer pads. The track structure is continuous, floating slab and direct fixation with concrete pavement to top of girder rail. There are six stations in section.

CUT AND COVER - 9,200 ft. double track in single tunnel. There is one #6 double crossover in this section. The rail is 115 RE continuous set on Lord fasteners (lord.com). The track structure uses direct fixation and floating slabs. There are three stations in this section.

TUNNEL - 18,500 ft. of double track. Two tunnels bored through rock with a concrete liner and cross passes. There is one #8 double crossover and one storage track with two #6, two #8 and two #4 turnouts. Rail is 115 RE set Lord fasteners. The track structure is direct fixation and floating slabs. There are five stations in this section.

CLEARANCE

See attachment One drawings for clearances.

UNLOADING AND LOADING

The Catenary System makes unloading and loading difficult. We have height clearance of 14 feet in the Yard. Hi-Rail equipment can be railed on the Mall Section, but requires coordination with Rail Operations.
INSURANCE SPECIFICATIONS

The Contractor agrees to procure and maintain at its expense during the term of the Agreement insurance of the kinds and in the amounts hereafter required, with insurance companies authorized to do business in New York State, covering all operations under this Agreement whether performed by it or its sub-contractors. The insurance companies affording coverage must be deemed acceptable to the Authority throughout the term of this contract. If any insurance company is deemed unacceptable to the Authority the Contractor agrees to procure and maintain at its expense coverage with an acceptable insurer as soon as notified by the Authority. The policies shall provide for a 30-day notice to the Authority prior to termination, cancellation or change.

Prior to the execution of the Agreement, the Contractor shall supply the Authority by delivering to the Manager of Procurement, 181 Ellicott St., Buffalo, NY 14203, a certificate(s) of insurance providing evidence of insurance coverage for the Contractor for the following coverage:

- Commercial General Liability Insurance including coverage for property damage, bodily injury, personal injury and completed operations with a single limit of at least $1,000,000 per occurrence with a $2,000,000 aggregate. The certificate shall name the Authority as an additional insured.

- Railroad Protective Liability of $1,000,000 per occurrence with a $1,000,000 aggregate. This requirement can be met via a separate policy or via an endorsement to the General Liability / Excess Liability. Proof of this must be provided to the Authority.

- If any motor vehicle is used in the work, Auto Liability Insurance covering bodily injury and property damage with minimum combined single limit of $1,000,000. The certificate shall name the Authority as an additional insured.

- Excess Liability $1,000,000 per occurrence and aggregate.

- Statutory Workers’ Compensation and Employer’s Liability in accordance with the applicable laws of the State of New York.

The Authority and the Contractor agree to waive all rights against each other for damages to the extent covered by the insurance, except for such rights they may have to the proceeds of such insurance held by the Authority as trustee. The Contractor shall require similar reciprocal waivers by all sub-contractors and sub sub-contractors. This policy shall recognize such waivers of recover by an appropriate Waiver of Subrogation Clause Endorsement, excluding any subrogation rights granted under New York Law to the contrary notwithstanding. Above needed insurance coverage should be provided on a primary and non-contributory basis.

Copies of any required policies shall be provided to the Authority upon request. The Authority has the right to modify insurance requirements as conditions warrant.
PROPOSAL EVALUATION

An NFTA Selection Team will evaluate proposals. The team will select the proponent whose proposal is most advantageous to the NFTA, considering the evaluation criteria.

Selection Procedure

1. The selection team will evaluate and score all proposals received.
2. Proposals not meeting minimum requirements and those, which are not responsive, will not be given further consideration.
3. Proposals in the competitive range will be determined. These proponents may be asked to demonstrate their product to the selection team.
4. When demonstrations, discussions and negotiations are concluded, NFTA may request revised proposals and/or best and final offers from responsible proponents in the competitive range.
5. Proposals will be re-evaluated and scored. The selection team will recommend that the proponent with the highest overall score be awarded the contract. The recommendation must be approved by the NFTA Board of Commissioners prior to the execution of a contract.

NOTE: NFTA reserves the right to make the award based upon the initial proposals submitted, without presentations or discussions.

Evaluation Criteria (Listed in order of importance)

Technical Criteria 40%:
- Project approach
- Method
- Design
- System proposed
- Compliance with technical specifications

Cost 40%

Qualifications and Experience 20%
- Demonstrated ability in the industry
- References
- Past Performances
- Depth of Knowledge of key personnel in critical areas
PROPOSAL INSTRUCTIONS

1. INTRODUCTION

This Request for Proposal ("RFP") invites proposals for ULTRASONIC RAIL TESTING ANALYSIS AND REPORT as set forth herein. These services may be modified during contract negotiations between the Proponent and the NFTA.

The Proponent is encouraged to use its previous knowledge and experience to develop a proposal to meet the NFTA’s needs and a time schedule for completion within the constraints set forth in the project description and technical requirements.

This RFP does not commit the NFTA to negotiate a contract, nor does it obligate the NFTA to pay for any costs incurred in preparation and submission of proposals or costs incurred prior to entering into a formal agreement.

Proposals will be accepted until 11:00 a.m on August 1, 2013 at the Office of the Manager, Procurement, Fifth Floor, Metropolitan Transportation Center, 181 Ellicott Street, Buffalo, New York 14203. Proposals should be submitted in an opaque, sealed envelope. Proposals received after the date specified above shall be considered late proposals and, therefore, shall not be opened nor considered for award. **The RFP number must be referenced on all submittals and correspondence.**

2. PROONENT QUALIFICATIONS

To be considered qualified, the Proponent must demonstrate in its proposal that it has the background, experience, and the technical and management resources required to organize and conduct the services outlined in this RFP. The Proponent shall furnish information documenting its ability to provide and perform all work related to its implementation and ongoing effectiveness of the project, in a timetable acceptable by the NFTA. The NFTA reserves the right to investigate the qualifications of firms under consideration to confirm any part of the information furnished by the Proponent. Anything less than satisfactory performance on a prior NFTA contract may lead to the NFTA concluding that the Proponent is not qualified.

2.1 Joint Venture: Proposals submitted by a joint venture shall not be considered unless the contractual responsibilities of the parties to the joint venture are clearly and specifically identified.

2.2 Validity Period: The proposal shall be considered valid for the period of time it takes to negotiate a contract with the successful Proponent. This may involve a period of up to 90 days following submittal. If a proposal is not valid for this time period, notification of the valid time period must be made in the letter of transmittal.

2.3 Disclosure of Proposal Data: Access to the NFTA’s records is governed by Article 6 of the Public Officers Law of the State of New York ("Freedom of Information Law"). Except as otherwise required by the Freedom of Information Law, the NFTA will
exempt from disclosure records submitted in the proposal which are trade secrets or are maintained for the regulation of commercial enterprise which if disclosed would cause substantial injury to the competitive position of the subject enterprise. Any such records that an Offeror believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections as records exempt from disclosure will not assure confidentiality. The specific records must be clearly identified and an explanation submitted as to why they should be exempt. Proposal Forms shall not be designated to be proprietary. The NFTA will disregard any proprietary markings on any Proposal Form.

Upon a request for records from a third party regarding any records submitted with this proposal for which an exemption was sought the NFTA will notify in writing the party involved. The party involved must respond within 10 (ten) business days with a written statement of the necessity for the continuation of such exemption.

2.4 **Agreement:** The Proponent awarded the contract will be required to execute an Agreement in a form acceptable to the Authority.

3. **RFP AMENDMENTS/QUESTIONS**

This RFP represents a written statement on the part of the NFTA explaining the requirements, terms, and conditions for submissions of proposals. The RFP covers this material as comprehensively and completely as it can at this time and thus contains all representations of the NFTA with respect to this matter. Any information or understandings, verbal or written, which are not contained within this RFP, or in later written addenda to this RFP, if issued, will be excluded from consideration in evaluating proposals.

Any questions, objections or requests for revisions which Proponents may have should be submitted in writing to Cindy Judd via e-mail no later than July 19, 2013. If questions submitted to the NFTA make issuance of addenda to this RFP necessary, such addenda will be distributed to all prospective Proponents. However, it is the responsibility of the Proponent to determine whether addenda have been issued and to acknowledge their receipt in its proposal.

4. **PROPOSAL PROTEST PROCEDURES**

4.1 **Pre-Submittal Opening Protests:** If a Proponent can demonstrate that the Contract Documents issued by the NFTA are unduly exclusionary and restrictive or that federal, state or local laws or regulations have been violated during the course of the procurement, then the Proponent may seek a review by the Executive Director or his appointed representative, at 181 Ellicott Street, Buffalo, New York 14203. Protests shall be clearly identified as Protests and submitted in writing as early as possible but no later than five (5) business days before the date specified for proposal submittal. Within four (4) business days after receipt of a pre-submittal protest, the Executive Director shall make one of the determinations listed in paragraph 4.4.
4.2 Post-Submittal Protests: A protest to the acceptance or rejection of any or of all proposals for a contract, or to the award thereof, or to any such action proposed or intended by the NFTA, must be received in writing by the Executive Director no later than five (5) business days after the protesting party first learned, or reasonably ought to have learned, of the action or the proposed or intended action to which he/she protests.

4.3 Decision-Makers: In the event the protester alleges that the Executive Director or the representative appointed by the Executive Director to serve as Decision-Maker for the particular protest, engaged in improper conduct during the subject procurement, the General Counsel shall serve as the Decision-Maker. In the event it has been alleged that the General Counsel has engaged in improper conduct during the subject procurement, either the Executive Director or the Chief Financial Officer shall serve as the Decision-Maker.

4.4 Rulings on Protests: Within four (4) business days, the Executive Director shall render one of the following determinations:
   (a) Protest is overruled.
   (b) Protest is substantiated. Executive Director shall issue instructions to remedy issues relating to the protest.
   (c) Procurement activity is suspended until written notification by the Executive Director.

The determination shall be in writing and shall provide at a minimum a general response to each material issue raised in the protest. All documents submitted by the Protester and/or Authority Staff and reviewed by the Decision-Maker in the reaching of a determination shall form and be retained by the Authority as the formal record of the dispute resolution process. The issuance of the foregoing determination is the NFTA’s final decision of the dispute.

All interested parties shall be notified of any protests that are filed. The NFTA shall refrain from awarding a contract within five (5) business days of the date of a decision rendered by the Executive Director regarding a protest, unless the NFTA determines that:
   (a) The items to be procured are urgently required.
   (b) Delivery or performance will be unduly delayed by failure to make a prompt award.
   (c) Failure to make a prompt award will otherwise cause undue harm to the NFTA, state government or the federal government.

4.5 Protester’s Appeal to Federal or State Agencies: In the event that the NFTA fails to have written protest procedures or fails to abide by the protest procedures set forth above, and federal or state funds are participating in the procurement, then the protester may seek a review by the appropriate funding agency. Protesters shall file such a protest in accordance with the requirements set forth below, not later than five (5) business days after a final decision is rendered under the NFTA’s protest procedure. In instances where the protester alleges that the NFTA failed to make a final
determination on the protest, protesters shall file a protest with the appropriate agency not later than five (5) business days after the protester knew or should have known of the NFTA’s failure to render a final determination on the protest.

5. PROPOSAL

The Proponent shall submit 4 copies of their proposal.

5.1 Format: The proposal must be in compliance with the format described herein. The proposal shall be prepared on 8-1/2" x 11" paper bound on the long side. All pages are to be sequentially numbered. Unnecessarily elaborate proposals are not desired. Proposals should be concise, particularly with respect to past experience on other projects and the resumes of key personnel. Related experience is essential. Be specific on past and current assignments. Define the firm’s involvement and responsibilities in each project.

The Proponent’s technical proposal shall be prepared using the following format to facilitate evaluation. If a Proponent fails to provide the information requested in one or more sections, the proposal may be considered nonresponsive.

5.2 Content: The proposal shall contain the following items:
   - Cover Letter
   - Project Implementation
   - Project Organization
   - Key Personnel
   - Related Projects
   - Background Experience/References
   - Itemized Cost Proposal
   - Proposal forms completed as appropriate with supplemental data

5.2.1 Cover Letter: The proposal shall be submitted with a cover letter summarizing key points in the proposal. Any introductory remarks may also be placed in the cover letter. Provide a contact name, address, phone number and email address. The cover letter should not exceed three pages in length.

5.2.2 Project Implementation: The Proponent shall describe its plans to provide the requested services. This section should include a narrative description of the proposed methodology to accomplish the required tasks, as well as any innovations used on similar projects which may be applicable to the project.

5.2.3 Project Organization: This section of the proposal should be used to provide information on the Proponent’s organization and staffing of the project. It should briefly describe the Proponent’s personnel and pertinent qualifications.

5.2.4 Key Personnel: A list of key personnel for this project must be submitted with the proposal.
5.2.5 **Related Projects:** A list of other contracts entered into by your firm that are similar to this project should be provided. Each should include the degree of involvement by your firm.

5.2.6 **Background Experience:** This section should contain a brief history of your firm, names of principals, concise description of the types of work accomplished, indication of current staff size and location and other relevant background information.

This section should also contain information demonstrating that your firm has a good working relationship with its clients, including a list of references (include contact information), copies of letters of commendation and a discussion of how problems arising during the course of project are addressed. Indicate if your firm has ever defaulted on a contract; describe the circumstances and outcome.

5.2.7 **Project Cost Proposal:** Submit an Itemized Cost Proposal.

5.2.8 **Proposal Forms:** All forms requiring Proponent responses must be completed and submitted with the proposal.

6. **EXECUTORY CLAUSE**

The Contractor specifically agrees that this contract shall be deemed executory only to the extent of monies available and no liability shall be incurred by the NFTA beyond the monies available for this contract.

7. **PERMITS AND COMPLIANCE WITH LAWS**

The NFTA, in the construction, installation and operation of transportation facilities, is not required to obtain licenses or permits from any municipal or political subdivision of the State of New York. The Contractor, therefore, will not be required to obtain licenses or permits from any county, city, town or village agency or department. The Contractor shall, however, secure and pay for all permits, fees and licenses necessary to comply with applicable federal or state laws. Except as provided above, the Contractor shall comply with all federal, state, county and municipal laws, codes and regulations in connection with the prosecution of the work.

The Contractor shall protect, indemnify and hold harmless the NFTA and all of their officers, agents and employees against any and all claims and liabilities arising from or based on the violation of any such requirement or law whether by the Contractor, its employees, agents or subcontractors.

8. **DISADVANTAGED BUSINESS ENTERPRISE POLICY STATEMENT**

In accordance with the requirements of 49 CFR, Part 26, dated March 4, 1999 entitled, “Participation by Disadvantaged Business Enterprises in Department of Transportation Programs,” the Niagara Frontier Transportation Authority (NFTA), is committed to the
development and implementation of an effective Disadvantaged Business Enterprise (DBE) Program.

The NFTA has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the NFTA has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the NFTA to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also the policy of the NFTA:

1. To ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT-assisted contracts; and
6. To assist the development of firms that can compete successfully in the market place outside the DBE program.

The Director of Equal Opportunity/Diversity Development has been delegated as the DBE Liaison Officer. In that capacity, the Director of Equal Opportunity/Diversity Development is responsible for implementing all aspects of the DBE Program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the NFTA in its financial assistance agreements with the Department of Transportation.

The NFTA has disseminated this policy statement to the Board of Commissioners and all the components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for the NFTA on DOT-assisted contracts by inclusion in bid specifications, Requests for Qualifications and Requests for Proposals.

9. NEW YORK STATE SUBCONTRACTORS AND SUPPLIERS

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, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from Empire State Development, Procurement Assistance Unit, Phone: (518) 292-5220, or email to esd_smallbus@empire.state.ny.us.
A directory of certified minority and women-owned business enterprises is available from Empire State Development, Division of Minority and Women's Business Development Div., 30 South Pearl St., Albany, NY 12245, Phone: (518) 292-5250, Fax: (518) 292-5803.

Bidders located in foreign countries are hereby notified that New York State may seek to obtain and assign or otherwise transfer offset credits created by this procurement contract to third parties located in New York State. The successful contractor shall agree to cooperate with the State in efforts to get foreign countries to recognize offset credits created by the procurement contract.

The Omnibus Procurement Act requires that by signing this bid proposal, contractors certify that whenever the total bid amount is greater than $1 million:

1. The successful contractor shall document efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors on this project, and has retained the documentation of these efforts to be provided upon request to the State.

2. Documented efforts by a successful contractor shall consist of and be limited to showing that such contractor has:
   a. Solicited bids, in a timely and adequate manner, from New York State business enterprises including certified minority and women-owned businesses, or
   b. Contacted the Empire State Economic Development to obtain listings of New York State business enterprises, or
   c. Placed notices for subcontractors and suppliers in newspapers, journals and other trade publications distributed in New York State, or
   d. Participated in bidder outreach conferences.
   e. 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 indicating the method by which such determination was made.
   f. If the Contractor does not intend to use subcontractors on the contract, the Contractor shall provide a statement verifying such intent.

3. The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261) as amended;

4. The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Community Services Division 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. The Contractor agrees to document these efforts and to provide said documentation to the State upon request.

10. FEDERAL AND STATE LABOR LAW REQUIREMENTS

Each laborer, workman or mechanic employed by the Contractor or subcontractor about or upon the work to be performed under this Agreement, shall be paid not less than once a week and not less than the prevailing minimum wages required by the U.S.
Department of Labor for federally and federally-assisted construction. Prevailing wage rates for laborers, workmen and mechanics have also been determined by the New York State Department of Labor. See the Prevailing Wage Rates set forth herein. In the event of difference between federal and state wage rates, the Contractor will be required to pay laborers, workmen and mechanics not less than the highest applicable rate established by either the U.S. Department of Labor or the Department of Labor of the State of New York. The Contractor shall comply with all federal laws, rules and regulations in regard to its employment of laborers, workmen and mechanics, including but not limited to the Davis-Bacon Act, the Copeland Act, the Copeland Regulations of the Secretary of Labor (29 CFR, Part 3), the Contract Work Hours and Safety Standards Act and 29 CFR Parts 5 and 1926. The Authority is obligated to report all disputes concerning payment of prevailing wage rates or classifications promptly to the Department of Transportation for its referral to the Department of Labor.

11. SUSPENSION AND DEBARMENT

This Article applies to contracts for amounts in excess of $25,000.00.

The Consultant certifies by execution of this Agreement that neither the Consultant nor its principals or affiliates are excluded or disqualified as defined at 49 CFR Part 29.

The Contractor also agrees to include these requirements in each subcontract exceeding $25,000.00.

12. DRUG AND ALCOHOL TESTING

This clause is applicable to all contracts for safety-sensitive functions, which are defined as (1) operating a revenue service vehicle, including when not in revenue service; (2) operating a non-revenue service vehicle, when required to be operated by a holder of a commercial driver’s license; (3) controlling dispatch or movement of a revenue service vehicle; (4) maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service; (5) carrying a firearm for security purposes.

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the New York State Department of Transportation, or Metro to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with Part 655 before April 1 and to submit the Management Information System (MIS) reports before March 1 to the Project Manager. To certify compliance the Contractor shall use the “Substance Abuse Certifications” in the “Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements,” which is published annually in the Federal Register.

13. FLY AMERICA
The Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 C.F.R Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

14. FEDERAL CHANGES

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

15. NO FEDERAL OBLIGATIONS TO THIRD PARTIES

The NFTA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the NFTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. Contractor agrees to include this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

16. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

This Agreement includes provisions relating to certain Standard Terms and Condition required by the Department of Transportation (DOT), whether or not expressly set forth. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any NFTA requests which would cause the NFTA to be in violation of the FTA terms and conditions.

17. INDIVIDUALS WITH DISABILITIES

18. **EQUAL OPPORTUNITY CLAUSE**

During the performance of this Agreement, the Contractor agrees as follows:

Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. In addition, the Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements that FTA may issue.

Equal Employment Opportunity. The following equal employment opportunity requirements apply to this Agreement:

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

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

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

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.
19. **LOBBYING**

Permissible contacts during the procurement process are governed by section 139-j of the State Finance Law. Submission of a proposal in response to this Request for Proposals constitutes the proposer's written affirmation that the proposer understands and agrees to comply with section 139-j of the State Finance Law.

20. **NEW YORK STATE BUY AMERICA PROVISIONS**

All purchase contracts for supplies, material or equipment involving an estimated expenditure in excess of fifty thousand dollars shall require with respect to materials, supplies and equipment made of, fabricated from, or containing steel components, that such steel components be produced or made in whole or substantial part in the United States, its territories or possessions. The provisions of this paragraph shall not apply to motor vehicles and automobile equipment assembled in Canada in conformity with the United States - Canadian trade agreements known as the "Automotive Products Trade Act of 1965," or any amendments thereto.

21. **MWBE REQUIREMENTS**

This section is applicable to all contracts for a total expenditure in excess of $25,000 of funding from New York State.

The NFTA goals for this procurement are:

- Non-construction related professional and non-professional services industries for certified minority-owned business enterprises 10%
- Non-construction related professional and non-professional services industries for certified women-owned business enterprises 10%
- Commodities industries for certified minority-owned business enterprises 10%
- Commodities industries for certified women-owned business enterprises 10%

The goals are only applicable to that portion of the procurement that is being funded by New York State.
New York State Finance Law Sections 139-j and 139-k ("Lobbying Law") – Disclosure Statement

General Information

All procurements by the Niagara Frontier Transportation Authority or Niagara Frontier Transit Metro System, Inc. (collectively, “NFTA/Metro”) in excess of $15,000 annually, are subject to New York State’s State Finance Law Sections 139-j and 139-k, ("Lobbying Law").

Pursuant to the Lobbying Law, all “contacts” (defined as oral, written or electronic communications with NFTA/Metro intended to influence NFTA/Metro’s conduct or decision regarding a procurement) during a procurement must be made with one or more designated Point(s) of Contact only. Exceptions to this rule include written questions during the bid/proposal process, communications with regard to protests, contract negotiations and RFP conference participation. 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 NFTA/Metro Ethics Officer and investigated accordingly. The 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 NFTA/Metro 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 NFTA/Metro Executive Director and OGS.

Moreover, the statutes require the NFTA/Metro to obtain certain affirmations and certifications from bidders and proposers. This Disclosure Statement contains the forms with which to comply, together with additional information and instructions.

Instructions

New York State Finance Law δ139-k(2) obligates the NFTA/Metro to obtain specific information regarding prior non-responsibility determinations. In accordance with New York State Finance Law δ139-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 New York State Finance Law δ139-j or (b) the intentional provision of false or incomplete information to a governmental entity.

As part of its responsibility determination, New York State Finance Law δ139-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.
Disclosure of Prior Non-responsibility Determinations

Name of Bidder/Proposer: __________________________________________________________
Address: __________________________________________________________

Name/Title of Person Submitting Form: ______________________________________________

Has any governmental entity\(^1\) made a finding of non-responsibility regarding the Bidder/Proposer in the previous four years?

___Yes ___No

If yes: Was the basis for the finding of the Bidders/Proposer’s non-responsibility due to a violation of State Finance Law §139-j?

___Yes ___No

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?

___Yes ___No

If yes, please provide details regarding the finding or non-responsibility below:

Governmental Entity: __________________________________________________________

Year of Finding of Non-responsibility:___________________________________________

Basis of Finding of Non-responsibility:

_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________
_________________________________________________________________________

(Add additional pages as necessary)

Has any governmental entity terminated a procurement contract with the Bidder/Proposer due to the intentional provision of false or incomplete information?

___Yes ___No

\(^1\) 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 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.)
Bidder’s/Proposer’s Affirmation and Certification

By signing below, the Bidder/Proposer:

a) Affirms that the Bidder/Proposer understands and agrees to comply with the policy regarding permissible contacts in accordance with New York State Finance Law Sections 139-j and 139-k.

b) Certifies that all information provided to the NFTA/Metro with respect to New York State Finance Law §139-j and §139-k is complete, true and accurate.

By: _______________________________ Date: __________
   (Signature of Person Certifying)

Print Name and Title:______________________________ Title:__________

Bidder/Proposer or Contractor/Consultant (Full Legal Name):__________

Address of Bidder/Proposer or Contractor/Consultant:________________

Business Telephone Number:___________________________

NFTA/Metro’s Right
To Terminate

The NFTA/Metro reserves the right to terminate a Contract in the event it is found that the certification filed by the Bidder/Proposer, in accordance with New York State Finance Law §139-k, was intentionally false or intentionally incomplete. Upon such finding, the NFTA/Metro may exercise its termination right by providing written notification to the Bidder/Proposer in accordance with the written notification terms of the Contract.
NON-COLLUSIVE PROPOSAL CERTIFICATION

By submission of this proposal, each Proponent and each person signing on behalf of any Proponent certifies, and in the case of a joint proposal each party thereto certifies as to his or her own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

a) The prices in this proposal have been arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proponent or with any competitor;

b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Proponent and will not knowingly be disclosed by the Proponent prior to opening, directly or indirectly, to any other Proponent or to any competitor, and

c) No attempt has been made or will be made by the Proponent to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

The undersigned submits the following proposal, which is in complete conformity with the intent of the proposal documents. The Proponent agrees that should it be awarded a contract on the proposal through the issuance of a contract or purchase order from the Niagara Frontier Transportation Authority, it will provide the materials, supplies, equipment or services in strict compliance with the contract documents for the compensation stipulated herein. The Proponent agrees that its proposal shall remain effective for a period of 90 days from the formal proposal receipt date.

______________________________
Proponent

______________________________
Name

______________________________
Signature

______________________________
Title

______________________________
Date
Fill in Company and Point of Contact Information and include with the proposal.

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NFTA

SAFETY RULES & REGULATIONS

I. PERSONAL PROTECTIVE EQUIPMENT
A. Eye and Face Protection
   - Safety glasses with affixed side shields must be worn in all maintenance areas and when performing tasks which may injure the eyes. Approved glasses will be stamped with a Z87.1 inscription.
   - Face shields provide splash protection for the entire face. Face shields shall be worn when grinding and when chemical splash hazards to the face exist.

B. Head Protection
   - Hard hats are required if the work may present risk of head injury.
   - Approved hard hats with a Z89 inscription.
   - Bump caps and metal caps are not allowed.
   - Hard hats must be worn with the bill in front (except for welding helmets).
   - Hard hats and suspension must be maintained in good condition.

C. Clothing
   - Shirts with sleeves and full length pants are required. Shirts are to remain buttoned.

D. Shoes
   - At a minimum, substantial work shoes must be worn.
   - Safety shoes when required by OSHA 1910.136, shall comply with ANSI Z41.1-1991

E. Hearing Protection
   - Required in posted areas.
   - Required when performing work in which noise levels exceed 85 dB (examples: Pavement breakers, chipping/grinding, etc.)

F. Respiratory Protection
   - Anyone needing to wear a respirator requiring a face piece to face-seal must:
     - Be clean shaven
     - Have been fit tested
     - Have been medically approved to wear a respirator

G. Hand Protection
   - Wear gloves appropriate for exposure.
II. INCIDENT REPORTING
   A. All work related injuries, illnesses, environmental incidents, fires and Near Misses are to be reported as soon as possible after an incident occurs. Type A contractors are to report to the supervisor of the department to which they have been contracted. Type B contractors shall report to the authority engineer.

   B. It is very important that all injuries and illnesses get treated promptly to minimize their seriousness and to avoid future complications.

   C. The contractor will investigate all injuries and a written report made to the NFTA listing the causes and what corrective actions are necessary.

   D. All property damage incidents must be reported immediately.

III. HAZARD COMMUNICATION
   A. The NFTA has a written Haz-Com program and MSDS for all chemicals on site. Individuals have a right to see any of that information. Such information may be requested from HSEQ.

   B. Contractors must have MSDS for any chemicals they bring on site. We will want to review MSDS for any chemicals used in significant quantities, likely to result in exposure to our employees, used within confined spaces, etc.

IV. FALL PROTECTION
   A. Fall protection required whenever working more that six (6) feet off the ground and not protected by guardrails. Fall protection always required when working in a creeper/man basket.

   B. A full body harness is required to be worn for fall protection. Waist belts are not allowed.

V. LADDERS
   A. Contractors must furnish their own portable ladders. NFTA portable ladders are NOT to be used.

   B. The contractor must inspect all ladders. They must be secure and without significant cracking, missing rungs, etc. Extension ladders cannot be used if the sections are taken apart. Must meet load rating requirements.

   C. All straight and extension ladders must have safety feet.

   D. No metal ladders are allowed. Wooden or other non-conductive ladders are required. Fiberglass ladders with metal rungs are allowed.

   E. All ladders must be securely tied off or a second employee must hold them in place.
F. Stepladders - No standing or working from the top and 2nd from top steps. Only one person may work from a stepladder at a time and they must work from the step side only. No step ladder shall be used for climbing in the folded position.

VI. SCAFFOLDING

A. Scaffolds must be fully cross-braced with sections pinned together.

B. Top rails, midrails and toe plates must be provided around the entire working level of the scaffold.

C. The working level must be fully planked Full 2" scaffold grade lumber or equivalent (laminated or aluminum) is required.

D. An access ladder must be provided for movement up and down the scaffold and extended 3 feet above the landing and secured at the top.

E. The contractor competent person must inspect all scaffolding and confirm that scaffold erection complies with applicable OSHA regulations. Note: 29 CFR 1926.451 Scaffolding General Requirements defines Competent Person as “one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.” The company scaffold inspection form must be used to document this inspection.

F. All non-standard scaffold designs must have P.E. stamp prior to construction.

VII. OVERHEAD WORK

A. No overhead work may occur while others are below and exposed to any hazards from failing objects.

B. Assume that loads will fall, take precautions.

C. Areas under overhead work must be barricaded.

D. All girders, beams, overhead surfaces must be kept free of tools, nuts, bolts, etc

VIII. ELECTRICAL WORK

A. Only authorized and qualified personnel can perform any electrical installation, repair, and troubleshooting.
B. Work which may expose one to potentially energized parts can only occur after the circuit has been de-energized, locked out, and tested to verify that the circuit is dead. Company personnel will be the first to de-energize and lock out all equipment or circuits.

C. Any exceptions because of a need to trouble shoot a live system must be approved by the authority engineer.

IX. EXCAVATIONS
A. No excavations can begin until a permit has been received from the authority engineer. This assures that we have checked for underground piping and/or utilities.

B. In spite of these checks, caution must be exercised whenever excavations occur to avoid potentially striking underground cables, piping, etc. Hand digging may be required.

C. The contractor shall identify to the authority engineer, the individual who qualifies as the competent person to inspect the excavation.

D. All excavations must be adequately sloped, braced or shored.

E. All excavated material must be placed at least 2 feet away from the edge of the excavation or hauled away so as not to put a heavy load on the excavation wall.

F. Consideration must also be given to heavy equipment operation, nearby tracks, etc. which may result in heavy loads or vibration and require additional shoring or bracing.

G. Entering an excavation 4 feet and deeper is considered a Confined Space and a permit and atmospheric tests are required before entry. A ladder must be used for entry, and if trench or excavation is longer than 25 feet, 2 ladders must be used.

X. CRANES
A. All personnel who operate cranes must have a valid NYS crane operator’s license.

B. A rigging plan may be needed if traveling with a load is possible.

C. Cranes with long extending booms must be guided by a person walking in front of the crane as it travels.

D. Areas within the swing radius of the rear of the rotating superstructure of the crane must be barricaded to prevent personnel from being struck or crushed.

E. Crane booms must not be operated within 10 feet of live electrical lines.
F. Crane lifted man baskets may only be used when other conventional means are not feasible. Approval must be obtained from HSEQ before using any crane elevated man basket.

XI. VEHICLES
   A. Contractors may not use NFTA mobile equipment.
   B. Vehicles may be parked only in areas approved by the NFTA
   C. Do not block roadways, fire hydrants, or exits.
   D. Do not park over manhole covers. This will prevent leaking fluids from reaching the sewer system.
   E. Maximum speed limit is five mph.
   F. Seat belts must be worn at all times.
   G. Material in vehicles must be secured.
   H. Personnel are not to ride in the beds of pickup trucks or in vans unless they have permanent seating.

XII. LOCKOUT
   A. Any work which exposes people to potentially moving parts of machinery or equipment or to the release of energy from an open system cannot begin until the equipment/system is locked out. (Power sources, valves).
   B. The first field lock installed must be by NFTA. Secondly, the lock protecting the contractors is applied. Every contractor working under the lockout job must have an individual lock installed. Everyone must understand how he/she is protected.

XIII. HOT WORK
   A. Any work that will produce a potential ignition source (open flames, welding, cutting, grinding) cannot begin until a Hot Work Permit is received from an authorized NFTA Permit Issuer.
   B. The permit assures that the work area is free of flammable vapors and combustible materials (pits, sewers, etc.).
   C. A copy of the permit must remain at the job site.
D. A fire watch may be required (if deemed necessary by the Permit Issuer) to stand by with fire extinguishing equipment to quickly respond to an incipient stage fire.

E. When work occurs in elevated areas, fire watches may be necessary at each level below the work or precautions may be taken to prevent sparks from reaching lower levels.

F. Fire extinguishing equipment is to be provided by the contractor.

G. Fire hoses and hydrants are not to be used without permission of Aircraft Rescue Firefighting.

H. Fire watches must remain on site after the work has stopped at least 30 minutes or until such time as they are sure that no fire will develop due to smoldering material.

I. Tarpaulins used must be flame resistant. Their use and placement must be under strict control of the authority engineer.

J. All oxygen and acetylene cylinders must be stored upright and secured.

K. All oxygen and acetylene-welding units must have approved safety check valves.

L. Cylinders and hoses must be located so as not to be exposed to flying sparks, hot slag, etc.

XIV. CONFINED SPACE ENTRY
A. No person may enter a confined space unless a Confined Space Entry has been issued.

B. A Safety Monitor must be continuously in place outside of the Confined Space but capable of continuously observing the activity within the space.

XV. FLAMMABLE LIQUIDS
A. Any storage of paint, thinner, gasoline or other flammable material in excess of 25 gallons must receive special approval from HSEQ.

B. Approved containers must be used. (Portable containers for gasoline must have flame arrestors and self-closing lids.)

XVI. COMPRESSED GAS CYLINDERS
A. Must be moved, stored, and handled upright. Never laid on their side or rolled.
B. Cylinders must be capped unless connected for use.

C. No cylinders are to be stored inside of buildings without approval of a NFTA supervisor or the authority engineer.

D. Oxygen cylinders in storage shall be separated from fuel-gas cylinders or combustible materials (especially oil or grease), a minimum distance of 20 feet (6.1 m) or by a noncombustible barrier at least 5 feet (1.5 m) high having a fire-resistance rating of at least one-half hour.

XVII. GENERAL PRACTICES
A. Smoking is only allowed in designated areas.

B. Stay only in areas required for your work.

C. Drink only from drinking fountains. Do not drink from hoses, etc.

D. Possession of and/or drinking of alcoholic beverages is prohibited on NFTA property.

E. Possession of or use of drugs for other than medical reasons is forbidden.

F. Eating is allowed only in designated areas.

XVIII. HOUSEKEEPING
A. Continuously maintain order and eliminate safety, environmental and fire hazards in all setup and work areas.

B. Keep access to emergency equipment (fire extinguishers, eyewash stations, safety showers) as well as exit routes and doorways clear.

XIX. TOOLS/MACHINERY
A. All tools and machinery must be in safe and proper operating condition.

B. Guarding devices are not to be removed or bypassed.

C. Electrical cords must be totally intact. Cords wrapped with tape are not acceptable.

D. All electrical equipment must be GFI protected.
ENVIRONMENTAL RULES & REGULATIONS

XX. INCIDENT REPORTING/RESPONSE
   A. In the event of a spill or release, immediately notify the authority engineer.

   B. The contractor and the authority engineer will investigate all environmental incidents. A written report will be generated.

   C. Every effort must be made to minimize the impact of a spill or release.

XXI. EQUIPMENT
   A. Preventative maintenance must be performed on all heavy equipment (i.e. hydraulic hoses) to prevent releases.

   B. All such equipment should have a small spill kit to respond to spills (a bag of absorbent material is recommended).

XXII. AIR/WATER
   A. Every effort must be made to prevent releases to the air or water.

   B. Prior to pumping any water to the sewer, permission must be obtained from the authority engineer.

   C. Water from spill containment areas or excavations will not be discharged to an outfall or sewer without approval.

XXIII. DRAINING OF LINES
   A. When draining lines, material must be collected in proper containers. Direction will be provided by HSEQ. All containers must be labeled and stored in assigned areas.

   B. Absorbents must be available at the work-site if the potential for spills exists.

XXIV. ASBESTOS REMOVAL
   A. Only persons trained and certified under Federal and NY State Department of Labor asbestos regulations are permitted to remove asbestos or asbestos containing material.

   B. Unless asbestos removal is a specific part of your responsibilities, notify the authority engineer of any suspected asbestos containing materials.