



LIRR CONTRACT #6240

DESIGN-BUILD SERVICES

FOR

LIRR EXPANSION PROJECT

FROM FLORAL PARK TO HICKSVILLE

REQUEST FOR PROPOSALS

VOLUME 0

INSTRUCTIONS TO PROPOSERS

June 08, 2017

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Table of Contents

	Page
SECTION I, PART 1 – OVERVIEW AND PROCEDURES	1
1.0 General.....	1
2.0 Meetings	3
3.0 Anticipated Procurement Schedule	3
4.0 Addenda.....	3
5.0 Project Background	3
6.0 Project Purpose	4
7.0 Scope of Work.....	5
8.0 Alternative Technical Concepts.....	6
9.0 Periods of Performance	7
10.0 Project Labor Agreement.....	8
11.0 Environmental Impact Statement	8
12.0 Contract Requirements	8
13.0 Proposal Requirements	10
14.0 Responsibility	13
15.0 Evaluation Criteria for Proposal	14
16.0 Contract Award	16
17.0 Confidentiality	16
18.0 Non-Disclosure Agreement.....	16
19.0 Incurring Costs	16
20.0 Proposal Stipend.....	16
21.0 Post-Employment Restriction on Former Employees	18
22.0 Protest Procedure.....	18
23.0 Point of Contact.....	18
24.0 Conflict of Interest.....	18
25.0 Changes to Proposer’s Financial Position or Ownership	19
26.0 One-on-One Meetings	20
27.0 Interview	20
SECTION I, PART 2 – SUBMITTAL REQUIREMENTS	22
1.0 The Proposer.....	22
2.0 Proposal Deadlines	22
3.0 The Proposal	22
4.0 Detailed Submittal Requirements	23
SECTION I, PART 3 – SCHEDULES	53
GENERAL SCHEDULES	53
SCHEDULE I – KEY EVALUATION QUESTIONS	54
LEGAL/ADMINISTRATIVE PROPOSAL SCHEDULES	58

SCHEDULE II	– STATEMENT OF OWNERSHIP	59
SCHEDULE III	– AFFIRMATIVE ACTION	62
SCHEDULE IV	– EEO-1 FORM	63
SCHEDULE V	– OMNIBUS PROCUREMENT ACT FORM	66
SCHEDULE VI	– AUTHORIZED AGENT	69
SCHEDULE VII	– ADDENDA ACKNOWLEDGMENT	70
SCHEDULE VIII	– JOINT VENTURE AGREEMENT	71
SCHEDULE IX	– CONTRACTOR RESPONSIBILITY DATA.....	72
SCHEDULE X	– SAFETY RECORD	90
SCHEDULE XI	– NYS CERTIFICATION OF RESTRICTIONS ON LOBBYING	91
SCHEDULE XII	– MTA VENDOR CODE OF ETHICS CERTIFICATION	94
SCHEDULE XIII	– NON-COLLUSIVE BIDDING CERTIFICATION.....	95
SCHEDULE XIV	– MACBRIDE CERTIFICATION	98
SCHEDULE XV	– DISCLOSURE FORM FOR POTENTIAL CONFLICT OF INTEREST.	99
SCHEDULE XVI	– NEW YORK STATE PUBLIC AUTHORITIES LAW SECTION 1269 CERTIFICATION	101
SCHEDULE XVII	– IRAN DIVESTMENT ACT CERTIFICATION	103
SCHEDULE XVIII	– PROPOSER'S ACKNOWLEDGMENT.....	104
SCHEDULE XIX	– PROPOSER'S SIGNATURE AND CERTIFICATE OF AUTHORITY	106
TECHNICAL PROPOSAL SCHEDULES		107
SCHEDULE XX	– PAST PROJECT DESCRIPTION	108
SCHEDULE XXI	– PAST PERFORMANCE	110
SCHEDULE XXII	– AWARDS, CITATIONS AND/OR COMMENDATIONS.....	114
SCHEDULE XXIII	– SAFETY QUESTIONNAIRE	115
SCHEDULE XXIV	– FORM MWDBE-21 DIVERSITY PRACTICES QUESTIONNAIRE ...	121
SCHEDULE XXV	– FORM MWDBE-4 EMPLOYMENT OPPORTUNITY POLICY STATEMENT.....	125
PRICE PROPOSAL SCHEDULES.....		127
SCHEDULE XXVI	– PRICE PROPOSAL	128
SCHEDULE XXVII	– TOTAL PRICE BREAKDOWN	132
SCHEDULE XXVIII	– STEEL COMPONENTS.....	137
SCHEDULE XXIX	– SURETY LETTER	138
SCHEDULE XXX	– INSURANCE COMPANY LETTER OF COMMITMENT	139
APPENDICES.....		140
APPENDIX A	DEFINITIONS.....	141
APPENDIX B	MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE PROGRAM, SUBMISSION REQUIREMENTS	143
APPENDIX C	SERVICE-DISABLED VETERANS OWNED BUSINESS PROGRAM, SUBMISSION REQUIREMENTS	150
APPENDIX D	STIPEND AGREEMENT	161
APPENDIX E	NON-DISCLOSURE AGREEMENT	169

SECTION I, PART 1 – OVERVIEW AND PROCEDURES

1.0 General

MTA Long Island Rail Road (the “Railroad”) seeks Proposals to provide design-build services for the proposed LIRR Expansion Project from Floral Park to Hicksville (the “Project”). The Design-Builder shall be responsible for all aspects of design, engineering, scheduling, coordination (with the Railroad, communities, utility companies and others), construction and timely completion of the Project for a fixed Contract Price.

Mitigation of construction impacts on affected communities, facilities and services will be key to the success of the Project. Proposals should include innovative and effective impact-mitigation measures and a construction schedule that will achieve the shortest possible durations at individual locations and overall, striking an optimum balance of impact mitigation, schedule and price while also meeting all requirements of the Contract Documents. The successful Proposal will provide the best overall value, considering construction impacts, schedule, design, other technical factors and price, as further set forth below.

The Project is a key element of Governor Andrew M. Cuomo’s transportation initiatives and is a strategic component of a comprehensive plan to transform and expand New York’s vital regional transportation infrastructure and to enhance Long Island’s economy, environment and future. Extending approximately 9.8 miles from the Village of Floral Park to the Hamlet of Hicksville, the Project entails the following major components: installation of a third track within the existing Railroad right-of-way; elimination of all seven street-level grade crossings (through grade separation or, in potentially one or two cases, closures); installation of retaining and sound attenuation walls, various station improvements and modifications (including platforms and parking); and other related improvements to railroad infrastructure including signal, power and communications systems.

By Request for Qualifications (RFQ) dated November 28, 2016, the Railroad sought Statements of Qualifications (SOQs) from qualified firms interested in performing design, construction and other identified activities for the Project. The RFQ was the first step of a 2-step best value procurement process. Based on the SOQs submitted in response to the RFQ, the Railroad established a shortlist of Respondents eligible to submit Proposals for the Project (“Shortlist”). The second step of this procurement involves the issuance of a Request for Proposals to enter into the contract to undertake and successfully complete the Project – including all engineering, design and construction services – as Design-Builder on or ahead of schedule for a fixed price while minimizing construction impacts on the surrounding communities. This Work is defined further in the following documents that will comprise the RFP:

Volume 0:	Instructions to Proposers
Volume 1:	Design-Build Agreement
Volume 2:	General Provisions
Volume 3:	Technical Provisions
Volume 4:	Utility Requirements

Volume 5:	Technical Specifications
Volume 6:	Environmental Compliance Plan
Volume 7:	Contract Drawings
Volume 8:	Directive Drawings
Volume 9:	Standards
Volume 10:	Existing Conditions Data

In advance of issuing the RFP, the Railroad has issued to Proposers a prior draft of these Instructions and other draft bidding documents for review and discussion in order to: (i) provide Proposers with a full opportunity to develop schedules for the Work that will minimize impacts to the community and the Railroad and expedite completion of the Work; and (ii) allow Proposers to familiarize themselves fully with the Contract, the Work, and the Railroad's requirements so that they will be able to submit timely and comprehensive Proposals. One-on-One Meetings with Proposers have been conducted and Proposers' questions and Alternative Technical Concepts have been and are being addressed as provided in these Instructions. The Railroad's tentative schedule for issuance of the RFP, submission of Proposals, selection of the Design-Builder, Contract execution and Limited Notice to Proceed, is set forth in Part 1, Section 3.0 below.

Draft bidding documents were issued for discussion purposes only and do not reflect any final decisions with respect to any aspect of the Project.

Capitalized terms used in these Instructions have the meanings assigned to them in **Appendix A** to these Instructions or the meanings assigned to them in the General Provisions.

All Proposals shall be delivered to the Railroad by the applicable Proposal Deadlines – at the following address:

Long Island Rail Road
Department of Procurement & Logistics
c/o Gerald M. Turchetto
144-41 94th Avenue
Jamaica, NY 11435

Please note that each Proposal must consist of three separately bound volumes: a Legal/Administrative Proposal and a Technical Proposal to be delivered by the first Proposal Deadline, and a Price Proposal (in a sealed envelope) to be delivered by the second Proposal Deadline, all as further described in Part 2, Section 4.0 of these Instructions.

The front cover of each Proposal submission must be clearly marked with the Project name (LIRR Expansion Project From Floral Park to Hicksville), the Proposer's name and the date of the Proposal, marked "Confidential" and enclosed in one or more sealed packages. Each package shall be labeled "Package # of ##" where # denotes the number of the package, and ## denotes the total number of packages being submitted by the Proposer.

Any Proposal received after the applicable Proposal Deadlines will not be accepted by the Railroad. Telegraphic or electronically transmitted Proposals will not be accepted. Proposers accept sole responsibility for the timely delivery to, and receipt by, the Railroad of their Proposals. The Railroad reserves the right to modify the Proposal Deadlines if considered necessary in the Railroad's sole and absolute discretion.

2.0 Meetings

The Railroad has conducted and may schedule additional One-on-One Meetings with each Proposer to obtain input on, and answer questions with respect to, the bidding documents. See Section 26.0 for further discussion of the nature and purpose of such One-on-One Meetings.

3.0 Anticipated Procurement Schedule

Activity	Date
RFP issued to Proposers	June 8, 2017
Deadline for Legal/Administrative and Technical Proposals	July 20, 2017
Deadline for Price Proposals	August 10, 2017
Presentations and interviews (if required)	August 2017
Selection of Design-Builder, Board approval, Notice of Award/Contract execution and Limited Notice to Proceed	4 th Quarter 2017

All dates set forth in the preceding table and in these Instructions are subject to change at the Railroad's sole discretion. To the extent that dates are changed, the Railroad shall notify the Proposers by Addendum.

4.0 Addenda

Any interpretation, correction, amendment or additional provisions the Railroad may decide to include in the Contract will be issued in writing as an Addendum by the Railroad's Procurement Officer or his or her designee prior to award of the Contract. All Addenda will be issued to Proposers by email and mail. Only a written interpretation or correction issued as an Addendum by the Railroad shall be binding. All Addenda shall be binding upon issuance. Proposers must complete **Schedule VII, Addenda Acknowledgment**, with respect to all Addenda to the RFP and submit this Acknowledgment as part of their Proposals in order for their Proposals to be considered responsive.

5.0 Project Background

The Railroad's heavily utilized 2-track Main Line segment between Floral Park and Hicksville services the Ronkonkoma and Port Jefferson Branches, some Montauk Branch trains and all Oyster Bay Branch trains. More than 250 trains with approximately 107,000 riders travel through this segment on a typical weekday. This segment is problematic for several reasons, including:

- Severe congestion during peak period
- Frequent delays with rippling effects to other branches due to bottlenecks caused by emergency repair, a disabled train or other disruptions that would not allow trains to bypass during peak periods
- Insufficient track capacity to operate both eastbound and westbound service during peak periods
- Safety concerns related to railroad traffic, roadway traffic and pedestrians at grade crossings
- Traffic delays due to grade crossings
- Noise issues due to required horn blasts at grade crossings

The Railroad is projecting a substantial increase in service levels due to a variety of factors, including: regional ridership growth; a desire to increase reverse peak and intra-island service opportunities; and planned future service growth to Manhattan terminals. If left unaddressed, this existing chokepoint will result in increasing congestion, delays, additional gate-down time, and passenger crowding in the future.

In addition to operational constraints, the two-track Main Line limits the Railroad's ability to offer a broader range of services. The heavy demand for directional peak-period service (Manhattan bound service in the morning rush hours and Long Island-bound service in the evening rush hours) requires full use of both tracks and restricts other services such as intra-island service and reverse direction travel (operating reverse from the peak direction). The result is no eastbound service for one and a half hours in the morning peak period and no westbound service for one hour in the evening peak period. The Railroad anticipates increasing demand for intra-island travel and reverse peak travel services that the current Main Line configuration cannot support during critical times of the day.

There are seven locations along this Main Line segment where the east-west rail line crosses the street bed of a north-south vehicular roadway. These grade crossings adversely impact traffic and train operations, neighborhood quality-of-life, as well as vehicle, pedestrian and bicyclist safety. Under normal conditions grade crossings add automobile traffic congestion due to gate-down time. When incidents occur at or near grade crossings that affect the operation of gates and/or bells, grade crossings also can slow train travel because trains must approach the grade crossings at a reduced speed. In addition, train horns that must be blown at grade crossings, and bells that ring when gates are down create noise in the adjacent communities. The grade crossings also increase risk to pedestrian, bicycle and automobile safety. Grade crossings also raise safety concerns related to response times for emergency vehicles that may need to cross the tracks. New York State Department of Transportation is an involved agency with respect to approval of Work associated with the grade crossings.

6.0 Project Purpose

The LIRR Expansion Project will improve rail service and public safety along the Railroad's Main Line segment between Floral Park and Hicksville. The goals and objectives of the Project are as follows:

- Reduce delays to commuters from Main Line congestion and rippling effects

- Improve on-time performance on all branches
- Add resiliency and accelerate recovery time from unplanned service disruptions
- Reduce train delays due to roadway incidents or accidents near grade crossings
- Add operational flexibility eastbound and westbound
 - Improve mobility with additional intra-island service
 - Improve mobility with additional reverse peak service
 - Facilitate scheduled and unscheduled maintenance
- Provide additional track capacity to more efficiently accommodate projected system-wide service growth
- Improve public safety and roadway conditions
 - Eliminate Main Line grade crossings
 - Enhance north-south vehicular and pedestrian connectivity in communities along the Main Line
 - Reduce traffic delays due to grade crossings
- Reduce noise and improve neighborhood quality-of-life
 - Reduce noise from train horns
 - Reduce noise from crossing-gate warning bells

Achieving these overall objectives is predicated on accomplishing the following design and construction goals:

- Execute the Work with a minimum impact to rail service and the surrounding community
- Optimize inspection and maintenance
- Develop a context-sensitive solution relating to passenger and community needs
- Provide improved safety for workers on the Railroad right-of-way, passengers, and the community
- Incorporate requirements for expedited construction schedule in each activity
- Strive for engineering and technical functionality coupled with financial feasibility
- Maximize use of accelerated or innovative construction techniques and materials
- Maximize use of simple, standard and repeatable components
- Improve track drainage conditions

7.0 Scope of Work

Following is a brief description of the principal elements of the scope of Work for the Project:

- Installation of a third Main Line track from Floral Park Station to Hicksville
- Elimination of seven existing grade crossings within the Project limits to provide grade-separated crossings or potentially, in one or two cases, full closures to vehicular traffic, with the nature of the modification to be based on NYSDOT design criteria, consideration of construction impacts and input from the community
- Construction of retaining walls and noise walls along portions of the corridor
- Installation of sound attenuation walls along portions of the corridor
- Modifications to passenger rail stations, platforms and parking (e.g., modified and improved platforms, passenger shelters, Americans with Disabilities Act (ADA) enhancements, and parking modifications including new parking facilities at the New

- Hyde Park, Mineola, Westbury and Hicksville stations)
- Construction of new pedestrian overpasses with elevators
- Modifications to railroad infrastructure including overpasses, signal systems, substations, culverts, interlockings, crossovers, sidings, track bed, power systems, communications and signals
- Utility relocations, including electric, signal, communications, gas, water, sewer and storm sewer systems

For a more detailed description of the scope of the Work, refer to the Volume 3, Technical Provisions, Part 1 – Scope.

8.0 Alternative Technical Concepts

A. ATC Process

The Alternative Technical Concept (ATC) process allows a Proposer to submit for approval, on a confidential basis, proposed alternatives to the requirements of the Contract Documents other than the requirements of the Instructions to Proposers, the Design-Build Agreement and the General Provisions. Submission and review of ATCs have proceeded based on the draft bidding documents.

B. Review of ATCs by the Railroad

The Railroad has reviewed and responded to ATCs submitted by Proposers. The Railroad has made one of the following determinations with respect to each properly submitted final ATC:

1. The ATC is approved;
2. The ATC is not approved;
3. The ATC is conditionally approved subject to satisfaction, in the Railroad's sole judgment, of specified conditions and the Proposer's obtaining any required third-party approvals; or
4. The submittal does not qualify as an ATC but it may be included in the Proposal (i.e. the concept will comply with the RFP requirements).

Any approval of an ATC constitutes a change in the specific requirements of the Contract Documents to the extent: (i) specified in such approval; and (ii) the Proposer is awarded the Contract. Should the Design-Builder be unable meet conditions of approval of any ATC incorporated into the Contract Documents, or if the concept otherwise proves to be infeasible, the Design-Builder shall conform to the original requirements of the Contract Documents.

Each Proposer, by submitting its Proposal, acknowledges that the opportunity to submit ATCs was offered to all Proposers and waives any right to object to the Railroad's determinations regarding the acceptability of ATCs.

C. Incorporation into Proposals

A Proposer may incorporate none, one, or more pre-approved ATCs into its Proposal, including conditionally approved ATCs. The Proposer will be responsible for satisfying any conditions set forth in the approval of an ATC prior to implementation of the ATC and for obtaining all third-party approvals required for implementation of an ATC.

Copies of the Railroad's ATC approval letters for each incorporated ATC shall be included in the Proposal.

Proposals with or without ATCs will be evaluated against the same technical evaluation factors.

The Contract Price, schedule, approach, and other details set forth in the Proposal shall reflect any incorporated ATCs.

D. Exceptions or Deviations

Except for incorporating approved ATCs, the Proposal may not otherwise contain exceptions to or deviations from the requirements of the RFP Documents. Any exceptions, deviations or qualifications may cause rejection of a Proposal.

E. Confidentiality during the Proposal Period

ATCs properly submitted by a Proposer and all subsequent communications regarding its ATCs will be considered confidential during the Proposal period and until award of the Contract. If a Proposer wishes to make any announcement or disclosure to third parties concerning any ATC, it shall first notify the Railroad in writing of its intent to take such action, including details as to date and participants, and obtain the Railroad's prior approval to do so. The forgoing shall not preclude the Railroad from modifying the RFP Documents as necessary to comply with applicable law or to account for information obtained by the Railroad outside of the ATC.

F. Acceptance of the Stipend

In consideration for paying the stipend and executing the Stipend Agreement, the Railroad may use any ideas or information contained in the Proposal including ATCs, in connection with the Project or in connection with a subsequent project without any obligation to pay any additional compensation.

9.0 Periods of Performance

The Design-Builder will be required to meet the time requirements for performance and completion of the Work set forth in the Design-Build Agreement and will be liable for liquidated damages as provided in the Design-Build Agreement for failing to meet these requirements. The Design-Build Agreement does not state a maximum duration running from Notice to Proceed to Construction Completion. Each Proposer must include a proposed maximum duration for this period from Notice

to Proceed to Construction Completion, which will be weighed heavily in evaluations of Proposals. The Railroad strongly prefers that this duration not exceed four years.

10.0 Project Labor Agreement

The Design-Builder will be required to comply with the terms of the Project Labor Agreement applicable to the Project as provided in GP 14.01.

11.0 Environmental Impact Statement

Environmental Impact findings applicable to the Project are included as part of the requirements contained within the Contract Documents, including but not limited to Volume 3 and Volume 6. The final Environmental Impact Statement (EIS) for the Project can be found at <http://www.amodernli.com>. The Proposal must not be contrary to or in conflict with the EIS and findings for the Project.

12.0 Contract Requirements

The successful Proposer shall be required to comply with, among other provisions, the following Contract requirements:

A. Security for Performance of the Work

As a condition of the Limited Notice to Proceed, the successful Proposer will be required to provide bonds as set forth in Volume 2, General Provisions, as a means of securing payments and as security for the faithful performance of the Contract. Sureties must be approved by the Railroad. Each bond executed by the Proposer and by a surety or sureties approved by the Railroad shall be effective from the date of the Notice of Award to the date of Final Completion of the Contract. Prior to award, the Proposer must provide satisfactory evidence to the Railroad that the Proposer will be able to provide the required bonds.

Proposers failing to supply documents as to their ability to obtain the required bonds will not be considered for this Project.

B. Insurance Requirements

As a condition of the Limited Notice to Proceed and prior to commencement of any Work, the successful Proposer shall submit proof of the insurance coverage required in the Contract. Certificates of Insurance, in a form acceptable to the Railroad, shall be provided by the successful Proposer as evidence of insurance. The Insurance Requirements for this Contract and a form of a certificate of insurance are set forth in the General Provisions.

The Proposer shall submit a letter from an insurance company or companies with its Proposal that satisfactorily establishes to the Railroad that such insurance company or companies will issue the necessary insurance policies, or evidence of existing policies, as required in the insurance provisions included in the General Provisions. Proposers

failing to supply documents as to their ability to obtain the required insurance will not be considered for this Project.

C. MBE/WBE Goals

1. The successful Proposer shall be required to comply with the Railroad's Minority and Women-Owned Business Enterprises (MBE/WBEs) policy, which provides that MBE/WBEs shall have the maximum opportunity to participate in the performance of contracts and prohibits discrimination on the basis of race, color, national origin, or sex in the awarding and performance of contracts.
2. By submitting a Proposal, Proposers agree to ensure that MBE/WBEs have the maximum opportunity to participate in the performance of this Contract. In this regard, all Proposers shall take all necessary and reasonable steps as hereinafter defined to ensure that MBE/WBEs have the maximum opportunity to compete for and perform contracts as subcontractors or suppliers. Proposers and their contractors and subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the awarding and performance of contracts or subcontracts.
3. This language is included to ensure that all persons who enter into any contractual agreement with the Railroad are aware of their responsibility and the commitment of the Railroad to see that its MBE/WBE Policy is carried out in all of its business.
4. **The MBE/WBE goals for participation in the Contract are as follows:**

MBE 15%
WBE 15%

5. Proposers should review the annexed **Appendix B, Minority and Women-Owned Business Enterprises Program, Submission Requirements**, before preparing and submitting Proposals. Proposers will have an opportunity to ask questions regarding the MBE/WBE Requirements contained in the RFP and other nondiscrimination and equal employment opportunity provisions at the One-on-One Meetings.

D. Service-Disabled Veteran-Owned Business Goals

1. The successful Proposer shall be required to comply with Article 17-B of the New York Executive Law, which provides that Service-Disabled Veteran-Owned Businesses (SDVOBs) shall have opportunities for maximum feasible participation in the awarding and performance of contracts.
2. 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, Proposers are expected to consider SDVOBs in the fulfillment of the requirements of the contract. Such participation may be as subcontractors or

suppliers, as proteges or in other partnering or supporting roles.

3. This language is included to ensure that all persons who enter into any contractual agreement with the Railroad are aware of their responsibility and the commitment of the Railroad to see that New York's SDVOB Policy is carried out in all of its business.
4. The SDVOB goal for participation in the Contract is 6%.
5. Proposers should review the annexed **Appendix C, Service-Disabled Veterans Owned Business Program, Submission Requirements**, before preparing and submitting Proposals. Proposers will have an opportunity to ask questions regarding the SDVOB requirements

E. Affirmative Action

Proposers will be required to complete **Schedule III** and comply with all applicable Equal Employment Opportunity laws and regulations. Proposers shall submit with their Proposal a copy of their current Affirmative Action Policy and the completed EEO-1 Form annexed hereto as **Schedule IV**, detailing the Proposer's workforce composition.

13.0 Proposal Requirements

- A. Proposers: A Proposer must be one of the RFQ Respondents included on the Shortlist. No change in legal structure or team composition will be permitted. Proposals must include all information and documents required by these Instructions, even if previously submitted with the Proposer's SOQ.

Each Proposal should clearly identify the firm submitting the Proposal. Where the Selected Proposer is a Joint Venture, the Proposal should clearly identify the business entities that constitute the Joint Venture. Where information is sought with respect to the "Proposer", the Proposal must cover each Joint Venture participant. Joint Venture Proposals must include a copy of the Joint Venture Agreement.

- B. Proposal Format: **All Proposers are required submit Proposals that follow the format outlined below.**

1. Proposals shall be prepared, bound, and presented in three **separate volumes**:

Volume One – Legal/Administrative Proposal*

Volume Two – Technical Proposal*

Volume Three – Price Proposal

***Please note that no price information should be included in the Legal/Administrative Proposal or the Technical Proposal.**

2. The Proposal cover should be endorsed with the complete title of the Contract, the Contract Number, and the full legal name of the Proposer. Proposers are advised to include their name and complete mailing address on each outer envelope or wrapper.
 3. Proposers shall furnish a total of twenty (20) hard copies of the Technical Proposal including one clearly marked as the ORIGINAL, and one unbound copy to be used for reproductions as needed. Proposers shall also furnish two (2) CDs/DVDs or USB/flash drives of the Technical Proposal.
 4. Proposers shall furnish a total of six (6) hard copies of each of the Legal/Administrative Proposal and the Price Proposal including one clearly marked as the ORIGINAL, and one unbound copy to be used for reproduction as needed. Proposers shall also furnish two (2) CDs/DVDs or USB/flash drives of each of the Legal/Administrative Proposal and the Price Proposal.
 5. Writing style should be concise and straightforward. Lengthy narratives containing extraneous information are discouraged. Proposers are encouraged to minimize total page count. Unnecessary elaborate brochures and other presentations beyond that sufficient to present a complete, precise, and effective proposal are not desired.
- C. Proposal Submission: Proposers' responses must include the completed schedules required for the Legal/Administrative Proposal (see **Schedules II-XIX**), Technical Proposal (see **Schedules XX – XXV**) and Price Proposal (see **Schedules XXVI-XXX**). Each schedule must be submitted, and updated if necessary, even if an identical schedule was submitted in response to the Request for Qualifications.
1. All Proposals must conform to the specific requirements of the Technical Specifications and other technical requirements as set forth in the Contract Documents, except as provided in approved ATCs. The Railroad will only consider Proposal deviations during the pre-Proposal phase, pursuant to ATC submittals or written questions. If the Railroad deems a proposed deviation acceptable, an ATC approval or revised Contract Document will be issued. The Railroad will not consider any alternate Proposals that deviate from the Technical Specifications (and approved ATCs and Contract Addendum(s), if applicable) except as so provided; and any such Proposal may be rejected from further consideration in the sole discretion of the Railroad. A Proposer may not propose deviations that conflict with the Technical Specifications or other Contract Documents, Railroad Operational Requirements, Environmental Findings, or state and federal laws, regulations or codes, except as permitted in Section 8.0 of these Instructions (Alternate Technical Concepts).
 2. Proposers shall pay close attention to and strictly follow all instructions set forth in the RFP. Proposals will be analyzed for conformance therewith. Proposals that do not comply with these instructions and do not include the required information may be rejected as insufficient or non-responsive and deemed to be outside the competitive range. The Railroad reserves the right to request that a Proposer provide any missing or additional information and to make clarifications and/or corrections. The Railroad may consider informal any proposal not prepared and submitted in

accordance with provisions of the RFP and reserves the right to waive any and all informalities or to reject any and all Proposals.

3. Each Proposer is advised that the provisions of the New York State Tax Law provide **an exemption from sales and compensating use taxes** on all tangible property (materials, equipment and components) sold to the Design-Builder or its subcontractors in connection with the Work that will become an integral component part of the Work. No amount shall be included in a Proposer's Proposal for any sales or compensating use taxes.
4. The Proposer must hold its **Proposal open for a period of one-hundred-eighty (180) Calendar Days** from the date the Price Proposal or any BAFO is submitted to the Railroad, whichever is later, for award of the Contract.
5. The Railroad reserves the right to (i) reject any or all Proposals submitted; (ii) accept any Proposal as submitted without negotiation; (iii) require revisions to, corrections of, or other changes to any Proposal submitted as a condition to its being given any further consideration; (iv) select for negotiations only the overall best value Proposal within the competitive range, as determined by the Railroad; (v) negotiate with those Proposers whose acceptable Proposals fall within the competitive range; (vi) negotiate with one or more Proposers in any manner it deems fit (such negotiations may be concurrent or sequential as the Railroad determines); (vii) in the event the Railroad chooses, in any manner, to negotiate with more than one Proposer, it may, following the conclusion of all such negotiations, issue a revised RFP or portion thereof containing, among other things, any matter, offer, condition or enhancement elicited from or proposed or suggested by any Proposer during the course of such negotiations, and solicit BAFO from such Proposers, or solicit offers utilizing another appropriate procedure; (viii) after receipt of BAFO if it is in the interest of the Railroad to do so, to thereafter reopen negotiations; or (ix) accept improvements to, enhancements of or other revisions to any Proposal at any time if it deems such to be in its best interest. The Railroad reserves the right to reject from consideration any Proposals which the Railroad considers to be excessive, deviate unreasonably from the internal engineer's estimate, or is otherwise disproportionate with other Price Proposals. No Proposer shall have any rights against the Railroad arising at any stage of the solicitation from any negotiations that take place, or from the fact that the Railroad does not select a Proposer for negotiation.
6. Submittal of a Proposal will signify that the Proposer has read and agrees to the provisions and requirements set forth in the Contract Documents, except such conditions, exceptions, reservations or understandings explicitly, fully, and separately stated in writing included with the Proposal. Any such conditions, exceptions, reservations or understandings, which do not result in the rejection of the Proposal, are subject to evaluation by the Railroad.
7. All correspondence regarding the RFP and Proposal shall be in the English language. If any original documents required for the Proposal are in any other language, the

Proposer shall provide an English translation, which shall take precedence in the event of conflict with the original language.

8. All correspondence regarding the RFP and Proposal, and all original documents in the Proposal, shall use US customary units (i.e., feet, inches, tons, etc.)

14.0 Responsibility

- A. The Proposer shall be required to demonstrate in its Proposal and by submission of all required information that it is a responsible contractor. In that regard, a Proposer must demonstrate to the satisfaction of the Railroad that it has the integrity, skill, experience, necessary facilities, financial capability and stability to successfully and faithfully perform the Contract in accordance with the Contract Documents. In providing such information to the Railroad, the Proposer shall complete and submit to the Railroad, the annexed **Schedule IX, Contractor Responsibility Data Form**. Proposers proposing as joint ventures or comprised of more than one firm shall submit a Contractor Responsibility Data Form for each firm. The Railroad reserves the right to request, in their sole discretion, additional information from the Proposer necessary to make a Responsibility determination. Any Proposer that the Railroad determines is not Responsible shall have its Proposal rejected.
- B. It is incumbent upon Proposers to provide data in sufficient detail to allow the Railroad to adequately perform its Responsibility determination. If a Proposer cannot submit the requisite information necessary to enable the Railroad to render a responsibility determination, a Proposer may be determined to be not responsible.
- C. Proposers must also submit Contractor Responsibility Data Form for each proposed Subcontractor(s) and Supplier(s) supplying design and or construction or surveying services and all Subcontractors with proposed subcontracts for labor or labor and materials with a value exceeding \$100,000 to enable the Railroad to perform a Responsibility review of proposed Subcontractors and Suppliers. These forms must be included in the Legal/Administrative Proposal for Major Participants and may be included in the Price Proposal for other Subcontractors and Suppliers. In addition, the Railroad, in its absolute discretion, may request the submission of a Contractor Data Responsibility Form for any Subcontractor or Supplier that the Proposer proffers to meet the Contract requirements.
- D. Should any firms proposed by a Proposer as Subcontractor or Supplier be found to be unacceptable subsequent to the Railroad's review and evaluation of Proposals, the Proposer will be notified accordingly. The Railroad reserves the right to, and generally does, afford Proposers the opportunity to propose an acceptable substitute as part of their Proposals. In the event that the successful Proposer identifies a Subcontractor or Supplier after award of the Contract, successful Proposer bears the risk that such Subcontractor or Supplier will be rejected pursuant to a Responsibility review, or for other grounds as will be set forth in the General Provisions.
- E. The Railroad reserves the right to reevaluate its Responsibility determination(s) at any time during this procurement. Proposers are required to update, correct, and/or supplement any vital and relevant information previously submitted to the Railroad in connection with this

procurement up to and including the time of award. Failure of a Proposer to update or correct information relating to its Responsibility, or the Responsibility of any of its Subcontractors or Suppliers, may result in the Proposer being found not Responsible and ineligible for award of the Contract.

- F. A Proposer that does not prove to the satisfaction of the Railroad that it is Responsible will be eliminated from further consideration. If a Proposer who has been deemed Responsible is later determined prior to award to be Not Responsible due to inaccurate submissions, new information or otherwise, the Railroad reserves the right to render such proposer ineligible for an award.

15.0 Evaluation Criteria for Proposal

The Railroad will evaluate the Legal/Administrative Proposal on a pass/fail basis for compliance with the Proposal submittal requirements, which are set forth in Part 2 Section 4.0 of these Instructions to Proposers under Volume I: Legal/Administrative.

The Railroad will use the following Technical Evaluation Criteria to evaluate Technical Proposals. The Technical Evaluation Criteria are listed below by their relative degree of importance.

1. **Project Design:**
Identification of the Proposer's technical solutions and Project design and understanding of the overall scope of the Work.
2. **Schedule and Construction Impact Mitigation:**
A clear, well-developed schedule for performing and completing the Work within the time requirements set forth in the Design-Build Agreement and the proposed maximum duration from Notice to Proceed to Construction Completion, and the Proposer's plans for mitigating construction impacts to surrounding communities and Railroad operations including plans for road closures and traffic flow, noise, vibration, air quality, site maintenance, waste control, visual distractions, night and weekend work, utility work and other aspects of the Work that could affect local residential, commercial and civic activities including operations of local schools, hospitals and emergency responders, and also including specifics for implementation of the proposed schedule and mitigation measures and coordination with local authorities, utilities, community groups and other interested parties.
3. **Management Approach:**
A proposed Project team that meets or exceeds the requirements of these Instructions to Proposers in all respects and a demonstrated management plan and ability to function as an effective design-build team to design and construct the Project in accordance with all requirements of the Contract Documents. Evaluation will include consideration of the qualifications of proposed personnel and Subcontractors, their experience working together and as part of a design-build team and the Proposer's planned organizational structure, policies and systems for Contract compliance, communication, coordination, tracking of performance, record-keeping, reporting, dispute avoidance, emergency response. Evaluation also will include review of the

Proposer's proposed Quality Management team and Independent Construction QC Firm and proposed quality approach submission for compliance with Contract requirements and effectiveness.

4. **Financial Strength:**

Demonstrated capability and stability sufficient to undertake the financial responsibilities associated with the Project, including bonding capacity and the capability to effectively manage the scheduled cash flow as well as any unanticipated cash flow needs of the Project.

5. **Diversity Practices and Plan:**

The Proposer's actions and policies regarding utilization of New York State-certified Minority and Women-Owned Business Enterprises and Service Disabled Veteran Owned Businesses in the Proposer's business practices and proposed plan for achieving the participation goals set forth in these Instructions.

Key questions that will be addressed in applying these Technical Evaluation Criteria are set forth in **Schedule I**.

Adjectival ratings will be assigned to these Technical Evaluation Criteria as follows:

EXCEPTIONAL: The Proposal is considered to exceed significantly the RFP objectives/requirements and indicates a consistently outstanding level of quality and responsiveness. There are essentially no weaknesses.

GOOD: The Proposal is considered to exceed the RFP objectives/requirements and offers a generally better than acceptable level of quality and responsiveness. Any weaknesses are minor.

ACCEPTABLE: The Proposal is considered to meet the RFP objectives/requirements and offers an acceptable level of quality. Weaknesses can be corrected.

MARGINAL: The Proposal does not meet the RFP objectives/requirements in significant respects. Weaknesses or deficiencies may be correctable.

UNACCEPTABLE: The Proposal contains fundamental weaknesses and/or deficiencies and/or an unacceptable level of quality and/or does not meet the RFP objectives/requirements. Weaknesses or deficiencies are not considered correctable.

A Proposal that receives a rating of UNACCEPTABLE in one or more technical evaluation criteria will receive an overall Proposal rating of UNACCEPTABLE and will not be eligible for Contract award; provided, however, that pursuant to Section 313-a of the New York State Executive Law Article 15A, a Proposer's "Diversity Practices and Plan" shall not be the sole basis for rendering a Proposal ineligible for award.

After review and evaluation of the Legal/Administrative and Technical Proposals, the Railroad will review Price Proposals and perform an assessment of the price and technical evaluation and select

the Proposer that has offered the most advantageous (best value) Proposal, as determined in the sole discretion of the Railroad. Price and technical evaluation will be given approximately equal weight in performing this assessment.

16.0 Contract Award

The Railroad anticipates the award of a single Contract to the successful Proposer whose Proposal represents the best value to the Railroad.

17.0 Confidentiality

The Proposer should specifically indicate which information in its Proposal is designated as proprietary and is for evaluation purposes only and not to be disclosed. Care will be exercised in treating such information as confidential, subject to award of the Contract to that Proposer, and to any laws and regulations including but not limited to the New York State Freedom of Information Law. The Railroad reserves the right to use suggestions and ideas contained in any Proposal without obligation to the Proposer, if not selected.

18.0 Non-Disclosure Agreement

Proposers will be required to execute the Non-Disclosure Agreement (“NDA”) annexed hereto as **Appendix E, Non-Disclosure Agreement** in connection with their receipt of the Railroad’s documents and information in the RFP process. The NDA prohibits Proposers from disclosing certain confidential, proprietary, and/or security-sensitive data and information of the Railroad.

The successful Proposer will also be required to agree to observe and abide certain additional requirements of the Railroad's Chief Security Officer (to be provided) with respect to the protection and safeguarding of security-sensitive information, and the preservation of site security at the Project work site.

19.0 Incurring Costs

The Railroad shall not be liable for any pre-Contract activity or cost incurred by the Proposer in the preparation of their Proposals or during any negotiations on BAFOs or proposed contracts or for any work performed by Proposers in connection herewith except for the payment of a stipend, subject to the conditions for the payment of such stipend as set out in this Instructions to Proposers document.

20.0 Proposal Stipend

The Railroad has decided that the payment of stipends, under certain conditions, is proper as a part of this procurement.

In order to qualify to receive a stipend, the Proposer’s Proposal must:

- (1) achieve a “pass” rating on all pass/fail Evaluation Factors;
- (2) meet or exceed the minimum qualifying quality based evaluation threshold as required in the RFP;
- (3) be competitive and reasonable; and

(4) not be awarded the Contract by the Railroad.

Proposers that do not meet the above criteria shall have no claim to a stipend or compensation in any form based upon any legal or equitable theory. Any Proposer awarded the Contract will not be eligible to receive a stipend.

Stipend-eligible Proposers must execute the Stipend Agreement and the Railroad with the licenses required by Article 2 of the Stipend Agreement no later than twenty (20) Calendar Days after the announcement of the selection of the best value Proposal. Extensions may be granted at the sole discretion of the Railroad. Any stipend-eligible Proposer that fails to execute the Stipend Agreement and provide the Railroad with the licenses required by Article 2 of the Stipend Agreement no later than twenty (20) Calendar Days after the announcement of the selection of the best value Proposal will forfeit all rights to receipt of a stipend.

No Proposer will be eligible for payment of any stipend if the Proposer has filed an unsuccessful protest of the procurement process, award, or cancellation of the procurement. In addition, as a condition of accepting payment of any stipend, the Proposer shall agree to not file any protest of the procurement process, award, or cancellation of the procurement after accepting payment of the stipend.

In consideration for paying the stipend and executing the Stipend Agreement (see **Appendix D**), the Railroad may use any ideas or information contained in the Proposal, including ATCs, in connection with the Project or in connection with a subsequent project without any obligation to pay any additional compensation to any Proposer that accepts the stipend.

If the Railroad does not award a Contract in connection to any of the Proposers, the Railroad may award the stipend to each stipend-eligible Proposer that agrees to the terms of the Stipend Agreement.

Subject to the requirements and limitations set forth in the Stipend Agreement, the Railroad shall pay to the stipend-eligible Proposer, and the stipend-eligible Proposer agrees to accept as full compensation for its Work Product, a stipend of \$1,500,000.00. A stipend-eligible Proposer shall be eligible to be paid a stipend within approximately one-hundred-twenty (120) days after the execution of the Contract or the rejection of all Proposals.

If, for any reason, the Railroad suspends or cancels the procurement process for this Project prior to the due date for proposals, the Railroad, in its sole discretion, may elect to pay Stipends that the Railroad deems, in its sole discretion, appropriate under the circumstances. Proposer must comply with the terms and conditions of the Stipend Agreement. In the interest of clarity, this provision does not contemplate or establish the basis for quantum meruit payments to Proposer.

All of the Proposer's team members and subcontractors shall be bound by the same provisions of the Stipend Agreement as the Proposer. All agreements between the Proposer, Proposer's team members, and/or subcontractors shall include provisions effectuating this term, and all such agreements shall be subject to review by the Railroad.

This Section 20.0 is not a part of the Stipend Agreement, and has no effect on the terms therein. The terms of the final Stipend Agreement executed by the stipend-eligible Proposer and the Railroad may be modified via Addenda from the Stipend Agreement included in **Appendix D**. Note that the Stipend Agreement is NOT to be submitted with the Proposer's Proposal. It is included in **Appendix D** for informational purposes only. The final version of the Stipend Agreement will be transmitted to the Proposers meeting the eligibility requirements stated in this Section after the Proposal Deadlines.

21.0 Post-Employment Restriction on Former Employees

Proposers are reminded that the State Ethics in Government Act, specifically, Public Officers Law Section 73(8), prohibits former employees from working as consultants or contractors or as employees to consultants or contractors on the Railroad's and/or NYSDOT's projects for a period of two (2) years from his or her separation from Railroad and/or NYSDOT employment. In addition, such former employees are permanently barred from working on any matter with which that employee was directly involved while a Railroad and/or NYSDOT employee. If a Proposer plans to include a former Railroad and/or NYSDOT employee as a member of the Project team in its Proposal, that former employee should contact the State Ethics Commission, (518) 432-8207 or 800-87-ETHICS or 39 Columbia Street, Albany, NY 12207, to determine whether the post-employment restrictions referenced above would bar the former employee's work on the Project. For any former employee proposed for the Project, the Railroad requires a statement that his/her employment on the Project is not prohibited by the Ethics in Government Act. Any such statements should be included in the Proposer's Technical Proposal.

22.0 Protest Procedure

Proposers are advised that the Railroad has written protest procedures to handle and resolve disputes relating to their procurements. A protest of any contemplated or actual award by a Proposer shall be submitted in accordance with the latest issue of the Railroad's Protest Procedure, a copy of which may be obtained upon written request to the Procurement Officer. All protests must be in writing.

23.0 Point of Contact

Proposers are reminded that pursuant to Sections 139-j and 139-k of New York State Finance Law, all contacts (defined as oral, written or electronic communications with the Railroad intended to influence a procurement) during this procurement must be made with the Railroad's designated Point of Contact only. The Point of Contact for this procurement is Gerald M. Turchetto. Mr. Turchetto can be reached at [REDACTED] or by email at [REDACTED]@lirr.org

24.0 Conflict of Interest

The requirements of 23 CFR 636.116 will be applied to this procurement and the Proposer is responsible for being aware of these requirements and complying with them, including full disclosure of all potential organization conflicts of interest on the annexed Disclosure Form For Potential Conflicts Of Interest. (See Schedule XV).

Consultants responsible for preparing the Project EIS or for performing preliminary engineering for the Project, or any affiliates of parent companies, are precluded from joining Proposer team. These firms include:

- AECOM
- Gannett Fleming
- AKRF
- Integrated Strategic Resources, LLC
- KS Engineers
- Louis K. McLean Associates
- Matrix New World
- PACO Group
- Stokes Creative Group
- Sustainable Engineering
- The Calladium Group
- VHB
- VJ Associates.

In addition, any firm that is rendered ineligible through the New York State or other state or federal debarment is ineligible to participate on any Design-Build team.

By submitting its Proposal, each Proposer agrees that, if a Conflict of Interest is thereafter discovered, the Proposer shall make an immediate and full written disclosure to the Railroad that includes a description of the action that the Proposer has taken or proposes to take to avoid or mitigate such conflicts. If a Conflict of Interest is determined to exist, the Railroad may, at its sole discretion, cancel the Contract. If the Proposer was aware of a Conflict of Interest prior to the award of the Contract and did not disclose the conflict to the Railroad after award of the Contract, the Railroad may terminate the Contract for default.

25.0 Changes to Proposer's Financial Position or Ownership

Proposers shall promptly notify the Railroad of:

- A. Any material adverse change in the financial position (including business, assets, financial condition, credit rating and/or surety bonding capacity) of any Principal Participant that was not reflected in and/or differs from its SOQ submission (inclusive of any subsequently required or approved modifications or additions to the Principal Participants described therein)
- B. Any direct or indirect transfer of legal or beneficial ownership, or issuance, of the shares (or equivalent ownership interests) of any Principal Participant, following the date of its SOQ submission, that (i) is equal to or greater than 20% of the total shares or (ii) results in ownership of 20% or more of the total shares by an entity that held less than such amount as of the date of such SOQ submission.

Any such notification shall be notarized and be made by the Proposer's Representative to the Railroad's Procurement Officer in writing promptly upon the occurrence of any such change and, in any event, not later than seven (7) Calendar Days thereafter.

Irrespective of whether the Proposer provides notice, the Railroad may, in its sole discretion:

- if the Proposer still meets the RFQ pass/fail criteria, accept any such change
- if the Proposer does not meet the RFQ pass/fail criteria, does not provide substantially the same or superior strength as demonstrated in the Proposer's SOQ submission (inclusive of any subsequently required or approved modifications or additions to the Principal Participants described therein), or is unable to avoid any Organizational Conflict of Interest arising from any changes in ownership, then: (i) require mitigating changes to the Proposer's organization; or (ii) disqualify the Proposer.

26.0 One-on-One Meetings

The Railroad has conducted One-on-One Meetings with Proposers and may conduct additional One-on-One Meetings with Proposers prior to submission of Proposals. One-on-One Meetings are held with each Proposer. The Railroad will not disclose to other Proposers any information pertaining to an individual Proposer's technical concepts, Proposal or ATCs prior to Contract award.

A. Meetings During Proposal Period

Meeting dates for additional One-on-One Meetings, if any, will be confirmed in advance of each meeting by the Railroad to each Proposer's Representative.

At least five business days prior to the meeting each Proposer may submit proposed agenda items.

The Railroad may, in its sole discretion, issue one or more Addenda to address any issues raised in the One-on-One Meetings.

B. Post-Proposal Meetings

The Railroad does not currently anticipate the need for post-Proposal discussions, but reserves the right to enter into discussions and request revised Proposals. In that event, the Railroad may engage in negotiations with the selected Proposer prior to Contract award regarding such matters as are deemed advisable for negotiations by the Railroad.

C. Statements at Meetings

Nothing stated at any meeting will modify the RFP documents unless incorporated into the RFP by Addendum, or in the case of an ATC, approved in writing by the Railroad.

27.0 Interview

As part of the evaluation process the following interviews may be requested:

A. Technical Interview

A technical interview may be required to clarify elements of the Proposal. Proposers would be given a minimum of two (2) days' notice of this interview.

B. Leadership Team Interview

An interview of the proposers leadership team may be required as part of the evaluation process. The intent of the interview would be to facilitate further assessment of the quality of the leadership proposed including determination of (1) ability to lead and deliver the project on time and on budget, (2) ability to work with the local communities and minimize any construction impacts, (3) justification of proposed approach to the project, (4) ability to work with the Railroad and (5) ability to represent the Project to the public. Only those identified as key personnel in the Proposal would be allowed to participate. Proposers would be given a minimum of seven (7) days' notice of this interview. Assessment of performance at these interviews would be used in the determination of the Best-Value Proposal.

SECTION I, PART 2 – SUBMITTAL REQUIREMENTS

1.0 The Proposer

The Proposer shall be identified in a cover page affixed to its Proposal stating:

CONTRACT #6240

Design-Build Services for LIRR Expansion Project from Floral Park to Hicksville

The below noted firm, hereinafter referred to as the Proposer,

(Insert full legal name, including State of organization, if applicable)

forwards this Proposal to The Long Island Rail Road Company (“LIRR” or the “Railroad”) in response to the Request for Proposals for the above captioned contract.

The Proposer represents that it has carefully examined the Contract Documents and has reviewed its Proposal and other required information, and is supplying herewith all completed Schedules and other Proposal data, as required.

The Proposer represents that all costs for royalties on copyrights and patents that may be involved in its performance of the Work are included in the Proposed price, and are to be paid by the successful Proposer.

2.0 Proposal Deadlines

The anticipated Deadline for Legal/Administrative Proposals and Technical Proposals is July 20, 2017, and the anticipated Deadline for Price Proposals is August 10, 2017. Proposals are to be delivered at LIRR’s Procurement and Logistics Department at the following address:

Long Island Rail Road
Department of Procurement & Logistics
c/o Gerald M. Turchetto
144-41 94th Avenue
Jamaica, NY 11435

3.0 The Proposal

The Proposal shall be prepared, bound, and presented in three (3) **separate volumes**: Volume One – Legal/Administrative Proposal, Volume Two – Technical Proposal and Volume Three – Price Proposal. The Proposer shall furnish a total of twenty (20) hard copies of the Technical Proposal including one clearly marked as the ORIGINAL, and one unbound copy to be used for reproductions as needed. The Proposer also shall furnish two (2) CDs/DVDs or USB/flash drives of the Technical Proposal. Each hard copy and CD/DVD or USB/flash drive of the Technical Proposal shall include a set of required plans and drawings. The Proposer shall also

furnish a total of six (6) hard copies of each of the Legal/Administrative Proposal and the Price Proposal including one clearly marked as the ORIGINAL, and one unbound copy to be used for reproduction as needed. The Proposer shall furnish two (2) CDs/DVDs or USB/flash drives of each of the Legal/Administrative Proposal and the Price Proposal.

4.0 Detailed Submittal Requirements

The Proposal shall contain the specific contents set forth below for each volume. There is no page limit for each volume, but there are page limits for certain content items. The Railroad will furnish editable versions of forms to Proposers.

Section	Title	Submittal Contents
VOLUME 1: LEGAL/ADMINISTRATIVE		
1.1	Proposal Affidavit	Provision of a properly completed and executed Proposer’s Acknowledgment (see Schedule XVIII).
1.2	Licenses	Provision of evidence that the Persons proposed to carry out engineering, design, architecture, landscape architecture and surveying within the State hold appropriate licenses or that they have the capability to obtain licensure prior to execution of Contract.
1.3	Legal Capacity	The organizational documents consisting of formation certificates, by-laws and design licenses shall show that the Proposer has legal capacity to undertake design and construction of the Project.
Volume 1 – Legal/Administrative Forms – Submit Completed Forms – See Schedules II-XIX. Also submit copy of Schedule XXV (original to be submitted with Technical Proposal).		

VOLUME 2: TECHNICAL
Volume 2 - Package 1: Management Approach
<p>Objectives:</p> <ol style="list-style-type: none"> 1) To explain the Proposer’s organization, participants and experience. 2) To identify <u>the approach</u> that the Proposer intends to oversee and manage execution of the Work. 3) To explain the decision making processes, leadership capability, roles and responsibilities, and staff experience, and demonstrate that timely and effective decisions can be made. 4) To demonstrate the Proposer’s commitment to safety, quality, environmental compliance, communities, and the Railroad. 5) To demonstrate the Proposer’s execution capability, and integration of construction and design 6) To demonstrate the Proposer’s ability to deliver the Project on time and on budget.

Section	Title	Submittal Contents
1.1	Team and Experience	<ol style="list-style-type: none"> 1) Provide a narrative describing the qualifications, accreditations, and experience of the Proposer and its team members including specific experience relevant to the nature, size, complexity, and composition of the Proposer’s proposed design and the Proposer’s proposed means and methods of construction. This shall include, but not be limited to, relevant experience of the Proposer’s team in design-build, environmental permitting and quality compliance, rail, highway and bridge structures, reconstruction, innovative designs, complex structures, methods and materials, construction in close proximity to communities, and construction in environmentally sensitive areas, as well as any other experience relevant to significant aspects of the Proposer’s Proposal. 2) Provide a list of sub-consultants or subcontractors, if any (including design professionals), to be employed in the Work and a description of the function(s) each sub-consultant or subcontractor will perform. 3) Provide a separate summary of the background and experience of each Major Participant. Summaries shall be a maximum of 2 pages for each firm; the format is at the discretion of the Proposer. Include example of innovative design or construction, logistics and other solutions implemented on other projects to reduce cost, time, or impact. 4) Using Schedule XX (Form E-1) <i>Past Project Description</i>, provide no more than 15 project descriptions. At least 2 past project descriptions shall be provided for each Major Participant and shall highlight experience in the last 10 years relevant to the Project. Describe those projects having a scope comparable to that anticipated for the Project. Attach the Form E-1 to the respective firm’s background and experience summary. 5) Copy of the fully-executed Joint Venture Agreement.
1.2	Organization	<ol style="list-style-type: none"> 1) The Proposer shall provide 3 organization charts (each on 11"x17" sheets of paper) and narrative, illustrating the organization of the <u>firms</u> comprising the DB team involved, and the Proposer’s <u>Key Personnel</u> and their prospective roles and responsibilities as well as other principal participants and any known subcontractors having a material role in the Project’s design and construction. The organization charts shall be titled

Section	Title	Submittal Contents
		<p>“Proposed DB Firm Organization”, “Proposed Design Organization”, and “Proposed Construction Organization”, respectively.</p> <p>The Proposed Design Organization chart shall illustrate the proposed design organization, indicating the responsibilities and structure of the design staff, independent design check staff, down to and including discipline leads and the staff positions proposed in each discipline. The Proposer shall provide resumes for Personnel only as set out below.</p> <p>The Proposed Construction Organization chart shall illustrate the proposed construction organization, indicating the responsibilities and structure of the construction staff, down to and including field superintendents and the staff positions proposed under each field superintendent for all shifts. The Proposer shall provide resumes for Personnel only as set out below.</p> <p>2) The Proposer shall identify staff and firms (or potential firms if more than one firm is being considered) that will be responsible for each of the design and the construction of the following including vendors and subcontractors:</p> <ul style="list-style-type: none"> a. Utilities and Railroad Utilities b. Structures including Railroad bridges, retaining walls, and undergrade crossings c. Civil works and highways including drainage d. Lighting, traffic signals, and ITS e. Track f. Landscaping g. Stations, MEP, and vertical transportation h. Parking Structures i. Permanent Facilities j. Traction Power k. Signals and Train Control l. Communications m. Security Systems <p>3) The Proposer shall identify staff and firms (or potential firms if more than one firm is being considered) that will be responsible for each of the following functions including subcontractors:</p> <ul style="list-style-type: none"> a. Railroad Operations b. Permitting c. Environmental Compliance

Section	Title	Submittal Contents
		<ul style="list-style-type: none"> d. Lead and Asbestos Abatement e. Chief Safety Officer f. System and Construction Safety g. System and Construction Security h. Project Controls including schedule and cost i. Public Information j. DB Quality and Special Inspections k. Independent Construction QC Firm l. Noise and Vibration Monitoring and Control m. Third Party Coordination n. Utility Coordination o. MPT p. Survey
1.3	Key Personnel	<ol style="list-style-type: none"> 1) Provide a record of commitment for Key and Other personnel indicating that all identified staff shall work full time and exclusively on this Project, either for the duration of the Project, or until their input is no longer required. 2) Provide resumes for Key and Other Personnel (maximum four pages per person) for the following positions: <ul style="list-style-type: none"> <u>Project Executive:</u> Shall be designated at the discretion of the Design-Builder and must have the authority to represent, make decisions for, and oversee the performance of, the Design-Builder. It is preferred that the Project Executive has demonstrated a minimum of twenty (20) years' experience in construction and management-of-construction for major rail transportation and infrastructure projects that included work of a similar scope, nature, and complexity as included in this Project and has Design-Build experience. It is preferred, but not required, that this individual be licensed as a Professional Engineer in the State of New York. <u>Project Manager:</u> Shall have a minimum of twenty (20) years demonstrated experience in construction and management-of-construction for major rail transportation and infrastructure projects with similar size, type of work, and complexity as this Project, including projects with compressed timelines, and community information requirements. Such experience in construction and management-of-construction shall include at least

Section	Title	Submittal Contents
		<p>one on a mainline commuter railroad construction project. The Project Manager, who shall have Design-Build and extensive project management experience, may hold only this one Key Personnel position. It is preferred, but not required, that this individual be licensed as a Professional Engineer in the State of New York.</p> <p><u>Design Manager:</u> Shall be licensed as a Professional Engineer in the State of New York, shall be an owner or employee of the Designer and shall have a minimum of fifteen (15) years' demonstrated experience in managing design for multi-disciplinary infrastructure, rail and transportation projects of similar scope and complexity as this Project. The Design Manager, who shall have Design-Build experience, shall have specific experience with rail transportation design, including track and rail, bridges, signal, power and communications systems, earth retaining structures and drainage structures, on major projects of similar complexity and type. The Design Manager shall have an understanding of developing a design and staging plans which will allow the Railroad to minimize operating impacts on a mainline commuter railroad.</p> <p><u>General Superintendent:</u> Shall have a minimum of fifteen (15) years' demonstrated construction experience in civil works projects with experience in managing the site work of large, complex rail and roadway construction projects including new track construction. Experience shall include work of the nature anticipated in the Project, and should include Design-Build contracts, public and community sensitivity, utility relocation, and maintenance of operations for rail, vehicular and pedestrian/commuter users. Preference is for a Licensed Professional Engineer in the State of New York.</p> <p><u>Quality Manager:</u> Shall have a minimum of ten (10) years of QA/QC experience on rail, transit, and design-build projects, and have undertaken training in the use and application of Quality Programs, including the application of ISO 9001-:2008. Experience shall include projects of similar</p>

Section	Title	Submittal Contents
		<p>type and complexity. The Quality Manager shall have a bachelor’s degree or equivalent.</p> <p>3) Provide resumes Other Personnel (maximum four pages per person) for the following positions, and that meet the requirements set out in the Technical Provisions, TP 2.2 PROJECT TEAM:</p> <ul style="list-style-type: none"> Lead Construction Manager Area Construction Managers Lead Utility Coordinator Lead Structural Engineer Lead Geotechnical Engineer Lead Highway Engineer Lead Track Engineer Lead Architect Lead Electrical Engineer Lead Signal Engineer Systems Integration Engineer Rail Operations Specialist Environmental Compliance Manager Chief Safety Officer Safety Manager Outreach Program Manager M/WBE/SDV Program Manager <p><u>NOTE: The Quality Manager and the Safety Manager shall not be the same person.</u></p> <p>4) For the resume of each Key and Other Personnel include the following:</p> <ul style="list-style-type: none"> a. Identify three projects with roles similar to that proposed b. Explain the role on each of the reference projects c. Provide contact details (name, address, email, telephone contact) for each project d. Proposed role on the Project e. Relevant licenses and registrations f. Total years of professional experience and years of experience performing the work the individual would perform on this Project g. History of employment with project participant h. Percent time allocated/committed to the Project i. Explain why each reference project is similar to this Project j. Provide substance on the lessons learned and insights gained on the reference projects k. Identify and provide a narrative on the five most

Section	Title	Submittal Contents
		significant tasks and five most significant responsibilities in the role proposed for the Project
1.4	Past Performance	<p>1) Using Schedule XXI (Form PP) Past Performance, provide the information requested in subparagraphs below for each Major Participant. If an entity has no record of relevant past performance or if the information relative to a category is not available, provide a declarative statement to that effect on Form PP. For each instance of litigation, arbitration, other binding dispute resolution proceeding, assessment of liquidated damages, or termination for cause or default, provide the owner’s name and the name of its current representative (and current phone and fax numbers) who can be contacted for additional information. With respect to the information solicited, failure to provide this information, conditional or qualified submissions to requests or questions posed (such as “to our knowledge”, “to the extent of available information”, “such information is not readily available”, “such information is not maintained in the manner requested”, etc.), incomplete or inaccurate submissions or non-responsive submissions may, in the sole discretion of the Railroad, lead to a low evaluation rating for this evaluation factor or result in a deficiency that would cause the Railroad to declare the Proposal non-responsive.</p> <p>2) Awards, Citations and/or Commendations (Schedule XXII): List awards, citations and/or commendations for performance relevant to this Project received by any Major Participant within the last 7 calendar years. Describe the work for which awards, citations and/or commendations were received. Copies of award(s), citations and/or commendations.</p> <p>3) Claims, dispute proceedings, litigation and arbitration proceedings: Provide a list of all litigation, arbitration and other binding dispute resolution proceedings involving amounts in excess of \$500,000 and related to performance of a contract involving planning, permitting, design, construction or demolition of a public works project in which any Major Participant has been involved during the past 5 calendar years. Include all litigation, arbitration, and other binding dispute resolution proceedings initiated by or against owners and federal, State and local regulatory agencies.</p>

Section	Title	Submittal Contents
		<p>Indicate whether the litigation, arbitration or binding dispute resolution proceeding was resolved against the Participant(s) or its insurers/sureties or resulted in reduction in compensation to the participant. Indicate any unresolved, outstanding claims, dispute proceedings, litigation and arbitration proceedings.</p> <p>4) Liquidated damages: Describe any contract, which resulted in assessment of liquidated damages against any Major Participant involving amounts in excess of \$100,000 over the past 7 calendar years. Describe the causes of the delays and the amounts assessed. Describe any outstanding damage claims by or damages due and owing to any owner/agency.</p> <p>5) Termination for cause or default: Describe the conditions surrounding any contract (or portion thereof) entered into by any Major Participant over the past 7 calendar years that has been terminated for cause or default, or which required completion by another party. Describe the reasons for termination and the amounts involved.</p> <p>6) Disciplinary Action: Indicate any disciplinary action taken against any Major Participant within the past 7 years by any governmental agency or licensing board, including suspension from the right to propose or removal from any respondent list.</p> <p>7) Vendor Responsibility Questionnaire for New York State: Confirm that each Major Participant either submitted a new Vendor Responsibility Questionnaire to the Railroad prior to the Proposal Deadline for Legal/Administrative Proposals, or already has on file with the Railroad or another State agency a current Vendor Responsibility Questionnaire for New York State. Note for information: The New York State Comptroller requires that there is on file a current New York State Vendor Responsibility Questionnaire for any firm that is doing business or is seeking to do business with a contracting agency of New York State. Vendor Responsibility Questionnaires are required to be updated at least annually. Copies of Vendor Responsibility Questionnaire forms and guidance on completing and submitting Vendor Responsibility Questionnaire forms are available at the website of the Office of the New York State Comptroller at: http://www.osc.state.ny.us/vendrep/forms_vendor.htm.</p>

Section	Title	Submittal Contents
		Please note that adherence to vendor responsibility requirements will also be expected of subcontractors.
1.5	Outreach Management	<ol style="list-style-type: none"> 1) Identify the Outreach Management team proposed in the organization chart and any additional personnel and provide a narrative outlining the quality and suitability of the proposed personnel, their proposed approach to outreach and the anticipated roles and responsibilities. 2) Provide a narrative on the anticipated activities, and interfaces of the Outreach team including: <ol style="list-style-type: none"> a. Communications protocols b. Community communications – newsletters, website, brochures, presentations, apps, etc. c. Outreach offices for community to learn of the project d. Community task forces engagement, management and inclusion e. Weekly updates to the Railroad f. Management of Project advocates and adversaries g. Management and interface with the press 3) Provide a list and description of all deliverables from the Outreach Management team and anticipated schedule/ intervals
1.6	Design Management	<ol style="list-style-type: none"> 1) Identify the Design Management team proposed in the organization chart and provide a narrative outlining the quality and suitability of the proposed personnel, their proposed approach to design management and the anticipated roles and responsibilities. 2) Identify what work will be done at the Project Office, and what will be done remotely. 3) Describe the systems integration approach to be used for design to ensure environmental, construction, community and durability issues are incorporated.
1.7	Construction Management	<ol style="list-style-type: none"> 1) Identify the Construction Management team proposed in the organization chart and provide a narrative outlining the quality and suitability of the proposed personnel, their proposed approach to construction management and the anticipated roles and responsibilities. 2) Describe the proposed construction approach and how construction will be implemented. 3) Explain what work will be managed by geographic area, what work will be managed by discipline, or combinations of both. Identify geographic works

Section	Title	Submittal Contents
		<p>managers.</p> <ol style="list-style-type: none"> 4) Explain how design/construction integration across multiple disciplines will be managed. 5) Explain how subcontractors will be managed. Outline what responsibilities are transferred to subcontractors and specifically address quality and schedule. 6) Provide a narrative and detail on the expected management to craft ratio.
1.8	Environmental Compliance and Mitigation	<ol style="list-style-type: none"> 1) Identify the Environmental Compliance team proposed in the organization chart and additional personnel and provide a narrative outlining the quality and suitability of the proposed personnel, their proposed approach to environmental compliance and the anticipated roles and responsibilities. 2) Describe the approach that will be used to ensure that Work will be conducted in a way that complies with environmental requirements set out in the Contract Documents and is consistent with the EIS and SEQRA Findings Statements issued by MTA and NYSDOT. 3) Identify all areas of environmental impact (noise, traffic disruption, etc.) that are to be managed during design and construction activities to ensure compliance with the Final Environmental Impact Statement as adopted in the MTA and NYSDOT SEQRA Findings Statements. 4) Provide examples from 5 previous projects that demonstrate the Proposer's ability to meet environmental commitments. 5) Outline all environmental monitoring that is to be implemented, identified equipment to be used and details activity trigger levels 6) Identify any anticipated environmental impacts that are greater than those disclosed in the Environmental Requirements, and any additional impacts not identified in the Environmental Requirements, associated with approved or conditionally approved ATCs included in the Technical Proposal and other technical concepts that are not ATCs. 7) Identify all new Environmental Approvals and changes to existing Environmental Approvals, including reevaluations or supplements to the EIS, required for implementation of approved or conditionally approved ATCs included in the Technical Proposal and other technical concepts that are not ATCs.

Section	Title	Submittal Contents
		<p>8) Describe the Proposer’s plan to obtain all new Environmental Approvals and changes to existing Environmental Approvals identified in Item (7) and associated schedule implications.</p> <p>9) Identify the plans that the Proposer will develop to eliminate, reduce and/or mitigate environmental impacts at environmentally sensitive aspects of the Work, addressing potential Work activities related to the natural environment, physical environment, and cultural and historic resources, including the monitoring, treatment and discovery of existing and unknown archaeological and/or cultural resources encountered throughout the Contract term.</p>
1.9	System Safety	<p>1) Identify the Safety team proposed in the organization chart and any additional personnel and provide a narrative outlining the quality and suitability of the proposed personnel, their proposed approach to safety and the anticipated roles and responsibilities.</p> <p>2) Submit Schedule XXIII (Form S), Safety Questionnaire for each Principal and Construction Subcontractor that is a Major Participant for the projects listed on Form E-2 submitted with the Proposer’s SOQ including the following: Name of Project, Total Hours by All Employees, Number of Lost Workday Cases, Number of Restricted Workday Cases, Number of Cases with Medical Attention Only, Number of Fatalities on that Project.</p> <p>3) Describe the approach that will be used to ensure Project safety, including analysis, design, and construction considerations.</p> <p>4) Provide a draft Project “Health and Safety Plan”.</p>
1.10	System and Construction Security	<p>1) Identify the Systems Security team proposed in the organization chart and any additional personnel and provide a narrative outlining the quality and suitability of the proposed personnel, their proposed approach to security and the anticipated roles and responsibilities.</p> <p>2) Describe the approach that will be used to ensure system security, including analysis, design, and construction considerations.</p>
1.11	Railroad Operations	<p>1) Identify the Railroad Operations team proposed in the organization chart and any additional personnel and provide a narrative outlining the quality and suitability of the proposed personnel, their proposed approach to</p>

Section	Title	Submittal Contents
		<p>operations and the anticipated roles and responsibilities</p> <p>2) Describe how work will be managed and coordinated with the Railroad including:</p> <ul style="list-style-type: none"> a. Minimizing impacts on Rail operations. b. Minimizing impacts on patrons parking near stations. c. Minimizing Force Account and other expenditures required by the Railroad. d. Coordination with the Railroad for Flagging, Outages. e. Coordination with the Railroad regarding the use of Work Trains and any other equipment that will be used on the track or ROW.
1.12	Quality	<p>1) Identify the Quality Management team and Independent Construction QC Firm proposed in the organization chart and any additional personnel and provide a narrative outlining the quality and suitability of the proposed personnel, their proposed approach to quality and the anticipated roles and responsibilities.</p> <p>2) Describe the proposed quality approach that will be used to ensure overall quality of the work, including Special Inspections:</p> <ul style="list-style-type: none"> a. Explain how Design Quality will be achieved. b. Explain how Construction Quality will be achieved, and the roles of the Independent Construction QC Firm and independent Test Laboratories. c. Explain the proposed QA/QC approach and quality interface with the Railroad. d. Explain the proposed process to demonstrate final compliance and acceptance with the Project Requirements in particular the role of the Railroad in approvals/comments. e. Explain the process to correct defects and non-conformance in the Work in particular the role of the Railroad in approvals/comments. f. Explain how quality will be handled for specialty items including but not limited to Signals and Train Control, and Traction Power.
1.13	MPT	<p>1) Identify the team proposed in the organization chart that is responsible for traffic management and any other personnel and provide a narrative outlining the quality and suitability of the proposed personnel, their</p>

Section	Title	Submittal Contents
		<p>proposed approach to traffic management and the anticipated roles and responsibilities.</p> <p>2) Describe how MPT will be implemented and managed.</p>
1.14	Third Parties and Utility Owners	<p>1) Identify the team proposed in the organization chart and any other personnel that are responsible for coordination with Third Parties and Utility Owners and provide a narrative outlining the quality and suitability of the proposed personnel, their proposed approach to utilities and the anticipated roles and responsibilities.</p> <p>2) Describe the approach that will be used to manage and coordinate work with affected Third Parties and Utility Owners.</p> <p>3) Outline the significance placed on utilities as part of the overall Project and what measures are proposed to ensure that the Project stays on schedule.</p>
1.15	Mobilization	<p>1) Describe the proposed mobilization plan and approach to commencing Design and Construction Work.</p> <p>2) Provide details regarding co-located office space that shall be provided for use by the Design-Builder and the Railroad.</p>
1.16	Risk Mitigation	<p>1) Identify risk management process and describe how the Railroad and Design-Builder will work together to manage risks.</p> <p>2) Identify the greatest risks to project completion on time and on budget and outline how such risks are mitigated.</p>
1.17	Ingenuity	<p>1) Provide description of innovations and explain how they will contribute to improved implementation of the Project, organized by:</p> <ul style="list-style-type: none"> a. Management b. Processes and procedures c. Risk reduction d. Interactions
1.18	ATCs	<p>1) Identify all approved ATCs included in the Proposal.</p> <p>2) Describe the steps to be taken to comply with the conditions of any approval and to obtain all required third-party approvals.</p>
Volume 2 - Package 2: Project Design		
<p>Objectives:</p> <p>1) To demonstrate the Proposer's understanding of the Scope-of-Work</p>		

Section	Title	Submittal Contents
		2) To identify what Proposer intends to design and construct 3) To demonstrate the quality of the solutions proposed 4) To demonstrate how the proposed solutions integrate with the local communities 5) To demonstrate how the proposed technical solutions minimize or mitigate any potential environmental and community impacts
2.1	Project Basis	Detailed narrative: 1) Understanding of the overall operation of the Railroad and the implications of the new third track 2) Understanding of the local communities and their Project concerns 3) Understanding of the natural and human environment in the vicinity of the Project
2.2	Project Challenges, Risks and Opportunities	Detailed narrative: 1) Design and construction challenges and proposed measures to eliminate or mitigate 2) Potential community and environmental impacts and proposed measures to eliminate or mitigate
2.3	Design Approach	Detailed narrative: 1) Principles and goals of the proposed design and how Project Requirements are to be achieved and exceeded. 2) Identify how design will be saved from dullness. Where will the community or traveler be inspired by design? 3) Identify those elements of the project that are proposed to be developed as part of the Arts and Design Program. 4) Describe how environmental commitments will influence design and construction? 5) Identify, list and describe all Project Elements. 6) Proposed Project Elements that exceed Project Requirements.
2.4	Landscaping and Aesthetics	Detailed Narrative: 1) Identifies all Design Elements for which the Proposer intends aesthetic treatments. 2) Outlines the family of aesthetic treatments proposed across the Project or within specific communities for specific Project Elements. 3) Provides color graphics/simulations indicating realistic representations of proposed aesthetic treatments. 4) The narrative shall specifically address: a. Landscaping, streetscape and screening

Section	Title	Submittal Contents
		<ul style="list-style-type: none"> b. Undergrade Crossings and Railroad Bridges c. Retaining walls d. Sound attenuation walls e. Stations f. Parking Structures g. Permanent Facilities h. Traction Power Substations
2.5	Reliability and Maintainability	<p>Detailed Narrative:</p> <ul style="list-style-type: none"> 1) Describes in detail Design-Builder’s approach to developing a RAM Plan. 2) Describe the processes to be used to establish RAM requirements. 3) Describe the methods, procedures, and controls to be used to demonstrate compliance with requirements.
2.6	Graphics	<ul style="list-style-type: none"> 1) Photo realistic representations from 3-D models of each of the new underpasses showing general views, user views and aesthetic treatments. 2) Photo realistic representations from 3-D models of each station showing general views, user views and aesthetic treatments. 3) Photo realistic representations from 3-D models of representative retaining and sound wall proposed in each community. 4) Photo realistic representations from 3-D models of any other proposed aesthetic treatments.
2.7	Video	<ul style="list-style-type: none"> 1) One 2 to 5-minute video showing a video realistic aerial overlay of the completed new project over that existing. Video shall run from west to east and shall extend to include all Work. 2) Video shall include all existing physical features within the Project Limits modified as per final Project Elements.
2.8	Project Components	<p>Provide description, supplemented by plans and drawings as necessary to set out what the Proposer intends to build in each of the following work types:</p> <ul style="list-style-type: none"> 1) Project Plans <ul style="list-style-type: none"> a. 1":50ft plan drawings for entire corridor showing all Project Elements including existing and new features. b. 1":50ft plan drawings at stations, underpass crossings and parking structures including existing and new features.

Section	Title	Submittal Contents
		<ul style="list-style-type: none"> c. Typical cross-sections along the Railroad showing all features,, specifically including all earth retaining or similar structure, at all key locations. 2) Utilities <ul style="list-style-type: none"> a. Conceptual utility relocation plans. b. List of all individual utility elements within Project Limits including extent of modifications, materials and key details. c. Identification of any utility relocations on the critical path of the Project schedule. d. A narrative description addressing how utility relocation work will be approached with minimal disruptions to utility operations and other activities on the Project. e. Identify innovative or unique design and/or construction methods that will be implemented to minimize the impacts on existing utilities and facilities as a result of construction activities. 3) Railroad Structures <ul style="list-style-type: none"> a. List of all railroad structures affected by the Project with outline statements of extent of work to be completed. b. Conceptual plans for all major structures within Project Limits, and a description structure types and sizes. 4) Retaining Walls and Sound Attenuating Walls <ul style="list-style-type: none"> a. List of all walls affected by the Project with outline statements of extent of work to be completed. b. A narrative description addressing how retaining and sound attenuation wall work will be approached. Include details of construction means and methods including proposed construction equipment, site access and construction logistics. c. Conceptual plans showing extent of all walls plus program of wall finishes, materials, top of wall elevations. d. Concept plans showing all representative walls types and details proposed within each community. 5) Under-grade Crossing Structures <ul style="list-style-type: none"> a. List of all under-grade crossing structures affected by the Project with outline statements of extent of work to be completed, and a description structure

Section	Title	Submittal Contents
		<p>types and sizes.</p> <p>6) Conceptual plans for all major structures affected – This shall include proposed foundation, a bridge plan and elevation, typical bridge section and staged construction sections (if applicable). The Structures Preliminary Plan Checklists as shown in NYSDOT Bridge Manual Chapter 3 Appendix should be used as a reference.</p> <p>7) Parking Structures</p> <p>a. Conceptual plans for all parking structure including roadways layout, street layouts and alignments, floors layouts, parking layouts, access and circulation movements, typical sections and details, typical MEP, lighting layout, elevators and stair cores layout, security provisions, substation or other similar requirements, external façade elevations.</p> <p>8) Highways, Parking Lots</p> <p>a. Layouts and alignments of all affected highways and parking lots including alignment details, typical sections, highway and sidewalk details, lighting provisions, signage, roadway and lot markings, security provisions.</p> <p>b. Schedule of minimum vertical clearance at all Railroad crossings.</p> <p>c. Drainage layout.</p> <p>9) Stations and Pedestrian Overpasses</p> <p>a. Layouts for each station identifying before and after station features.</p> <p>b. Schedule of all Project Elements within each station to be modified.</p> <p>c. Representative sections at all key locations.</p> <p>d. General arrangement drawings of all pedestrian overpasses or underpasses.</p> <p>10) Track</p> <p>a. The Proposer shall provide a narrative and concept for the proposed approach to trackwork.</p> <p>b. Alignment and layout drawings for all trackwork within the Project Limits.</p> <p>c. Schedule of all special trackwork to be provided and/or supplied to the Railroad.</p> <p>11) Drainage</p> <p>a. The Proposer shall provide concept drainage plans, including plan sheets, notes and concept for</p>

Section	Title	Submittal Contents
		<p>stormwater management facilities, drainage divides and ground elevations, drainage areas and flow directions, flow rate and volume calculations, major conveyance structures, culverts and existing structures and pipes within the Project Limits.</p> <p>b. Major conveyance structures, include all storm drains and/or cross drains (pipe culverts, box culverts, and bridges) necessary to convey stormwater runoff to the stormwater management facilities and/or receiving water bodies. Identify whether pump stations are required.</p> <p>12) Traction Power</p> <p>a. The Proposer shall provide a narrative and concept for the proposed approach to traction power, provide details including proposed major equipment Manufacturers (AC Switchgear/Breakers, DC Switchgear/Breakers, Rectifiers, Rectifier Transformers, SCADA System, Signal Power Motor/Generator, and Negative Return and equalization system) and provide drawings of concept layouts.</p> <p>b. The Proposer shall provide a schedule for the full replacement of a modular traction power substation.</p> <p>c. The Proposer shall provide a narrative of their understanding of the sequencing of the 6 substations replacements and the signal power motor generator.</p> <p>d. The Proposer shall provide a narrative to and identify their plan to utilize temporary substations for the phasing of the substations replacement for the Project.</p> <p>13) Corrosion Control</p> <p>a. The Proposer shall provide a narrative and concept setting out its approach to comply with corrosion control requirements.</p> <p>14) Signals and Train Control and Supervisory</p> <p>a. The Proposer shall provide a narrative and concept, for the proposed approach to the signal systems work, including approach to supervisory systems, staging and cut overs, plan sheets, notes and concept. Also, provide details of major equipment and provide drawings showing concept</p>

Section	Title	Submittal Contents
		<p>layouts.</p> <ul style="list-style-type: none"> b. The Proposer shall provide a single line block plan. c. The Proposer shall provide a narrative of their plan to use pre-wired enclosures. d. The Proposer shall provide a narrative describing the plan for the integration of signal control system. <p>15) Communications</p> <ul style="list-style-type: none"> a. The Proposer shall provide a narrative and concept, for the proposed approach to the communications work, including approach to construction, staging and cut overs, plan sheets, notes and concept. Also, provide details of major equipment and provide drawings of concept layouts. <p>16) Security Systems</p> <ul style="list-style-type: none"> a. The Proposer shall provide a narrative and concept, for the proposed approach to the security systems work, including approach to construction, staging and cut overs, plan sheets, notes and concept. Also, provide details of major equipment and provide drawings of concept layouts. <p>17) Landscaping</p> <ul style="list-style-type: none"> a. Identify the Landscape Architectural team proposed in the organization chart and additional personnel and provide a narrative outlining the quality and suitability of the proposed personnel, their proposed approach to Landscape Architectural design and the anticipated roles and responsibilities. b. Describe the approach that will be used to ensure that Work will be conducted in a way that complies with standard Landscape Architectural requirements set out in the Contract Documents and is coordinated and consistent with the Aesthetics Manual Design Guide. c. Identify the landscape mitigation plans and innovation in tree preservation that the Proposer will develop for the community sensitive aspects of the Work, addressing potential work activities related to re-establishing vegetative buffers. <p>18) Geotechnics</p> <ul style="list-style-type: none"> a. Describe the geotechnical aspects of the Project

Section	Title	Submittal Contents
		<p>site as they relate to the Project and identify critical issues and how these critical issues such as settlement and vibration will be addressed. This narrative shall include discussion on the design and construction of bridge foundations, walls, slopes, shorings, at a minimum and the proposed approach to monitoring during construction.</p> <p>b. Describe any geotechnical investigation and testing that will be provided by the Proposer to substantiate its design.</p> <p>c. Identify the additional information relied upon by the Proposer, beyond that included in the RFP, to establish site conditions in advance of the Contract award to reduce the potential for Differing Site Conditions during execution phase. Explain how such additional information was obtained and provide copies of all documentation of such additional information.</p>
2.9	Ingenuity	1) Provide description of Technical Solution innovations and explain how they will contribute to improved implementation of the Project.
Volume 2 - Package 3: Schedule and Construction Impact Mitigation		
<p>Objectives:</p> <ol style="list-style-type: none"> 1) To identify how the Proposer intends to construct the Work 2) To determine the proposed overall duration of construction and that of major components of the Work, including the proposed maximum duration from Notice to Proceed to Construction Completion. 3) To determine if the proposed schedules are realistic and achievable 4) To determine the potential for environmental and/or community impacts during construction specifically at hospitals, schools and other sensitive receptors. 5) To determine the Proposer’s balance between schedule and potential construction impacts 		

Section	Title	Submittal Contents
3.1	Project-Wide Construction Approach	<p>Detailed narrative, diagrams, graphics on the Project-wide construction approach, specifically addressing the following:</p> <ol style="list-style-type: none"> 1) Overall construction approach. 2) Explain any unusual or innovative construction approaches proposed. 3) Explain how the proposed construction approach can help accelerate the schedule, reduce construction impacts, or both. 4) Outline extent and type of anticipated self-performed Work and Work by major subcontractors specifically for trackwork, signals and traction power. 5) Project access, ingress and egress, construction laydown areas. 6) Proposed field offices, laydown and staging areas and a timeline for use. 7) Temporary location and layout for workforce and the Railroad’s employee facilities. 8) Material logistics including delivery, handling, storage and installation. 9) Protection of existing facilities. 10) Long lead materials and equipment. 11) Components that require specialized transport and/or handling. 12) Construction equipment proposed for major work elements including hi-rail and railbound equipment. 13) Maintenance and contingencies for sensitive operations. 14) Construction safety adjacent to existing Railroad operations. 15) Work zone traffic control. 16) Commissioning and testing. 17) Temporary facilities.
3.2	Project-Wide Staging	<p>Detailed narrative, staging plans and drawings describing:</p> <ol style="list-style-type: none"> 1) Overall construction staging. 2) Overall approach to utilities approvals and implementation.
3.3	Project-Wide Construction Schedule	<ol style="list-style-type: none"> 1) Provide a narrative outlining basis of the overall schedule. Include explanation of all assumptions specifically those associated with approvals, submittals and/or third parties. 2) Provide an overall schedule for the Work. The schedule shall provide sufficient detail to demonstrate

Section	Title	Submittal Contents
		<p>that the proposed schedule is achievable and that Work can be completed within the proposed completion times, which must not exceed the maximum durations stated in Section 9.0 of the Instructions to Proposers. The proposed duration for Construction Completion shall take into account all requirements, restrictions and limitations set forth in the Contract Documents, including without limitation, the provisions allowing the Railroad’s cancellation of approved outages.</p> <ol style="list-style-type: none"> 3) Provide a time / distance diagram to show how work will be sequenced and performed along the corridor between Floral Park and Hicksville. 4) Provide a schedule of the duration of construction and periods allocated to Utility Owners for relocations or approvals. Include any documentation received from Utility Owners to corroborate the time periods allocated. 5) Provide narrative and/or diagrams for both a typical and the most active work shift, including a schedule of activities, work headings and work crews on site with an accounting of activities requiring flagging and the number of flagging staff anticipated.
3.4	Maintenance of Railroad Operations	<p>Detailed narrative, diagrams, plans and drawings describing:</p> <ol style="list-style-type: none"> 1) Overall approach to interaction with the existing Railroad operations and within the Railroad ROW. 2) Approach to minimizing impacts on Railroad service during construction. 3) How those portions of the Work to be conducted by the Railroad are minimized and taken off the critical path. 4) Provide details on the use of up to six seasonal schedules in each year. Include details of where single block outage locations will vary by season and for day, night and weekend activities within each season. 5) Provide concept staging plans for Work within the Railroad ROW. 6) Provide a schedule outlining the duration and type of all construction Work within the Railroad ROW including activities associated with poles, retaining walls, tracks, ballast, utilities, structures, traction power, substations, systems, signals, train control,

Section	Title	Submittal Contents
		<p>communications and others that may affect Railroad operations.</p> <p>7) Provide individual schedules for installation of all trackwork at each individual crossover and interlocking.</p> <p>8) List all proposed track closures including track(s) or equipment affected and provide detail on type, locations, durations, extent and primary construction works to be conducted during closure.</p> <p>9) Narrative on implications of loss or rescheduling of track closures and contingencies/flexibility included to overcome any disruption.</p> <p>10) Identify all Work activities to be conducted by the Railroad and provide a schedule of interactions indicating duration allocated for Railroad to complete Work.</p>
3.5	Construction Activities in the Vicinity of Floral Park Station	<p>Vicinity includes all activities between approx. mileposts 14.5 and 15.5, including the new Hempstead Branch Interlocking construction activities.</p> <p>1) Provide a narrative of the sequence of major construction activities.</p> <p>2) Provide a schedule outlining the duration and type of all construction activities in this vicinity excluding all track, ballast or Railroad systems Work that are conducted directly from the Railroad ROW.</p> <p>3) Provide construction staging and work zone traffic control drawings sufficient to understand all potential construction impacts or potential disruptions to local community.</p> <p>4) Provide an assessment of the potential construction impacts and the measures to be incorporated to mitigate or eliminate.</p> <p>5) Provide details and durations of all road closures.</p>
3.6	Construction Activities in the Vicinity of New Hyde Park Station	<p>Vicinity includes all activities between mileposts at approx. 15.5 and 16.9 (at Denton Ave inclusive).</p> <p>1) Provide a narrative of the sequence of major construction activities.</p> <p>2) Provide a schedule outlining the duration and type of all construction activities in this vicinity excluding all track, ballast or Railroad systems Work that are conducted directly from the Railroad ROW.</p> <p>3) Provide construction staging and work zone traffic control drawings sufficient to understand all potential</p>

Section	Title	Submittal Contents
		<p>construction impacts or potential disruptions to local community.</p> <p>4) Provide an assessment of the potential construction impacts and the measures to be incorporated to mitigate or eliminate.</p> <p>5) Provide details and durations of all road closures.</p>
3.7	Construction Activities in the Vicinity of Merillon Station	<p>Vicinity includes all activities from mileposts at approx. 16.9 (Denton Avenue) to approx. 17.9 (Herricks Road inclusive).</p> <p>1) Provide a narrative of the sequence of major construction activities.</p> <p>2) Provide a schedule outlining the duration and type of all construction activities in this vicinity excluding all track, ballast or Railroad systems Work that are conducted directly from the Railroad ROW.</p> <p>3) Provide construction staging and work zone traffic control drawings sufficient to understand all potential construction impacts or potential disruptions to local community.</p> <p>4) Provide an assessment of the potential construction impacts and the measures to be incorporated to mitigate or eliminate.</p> <p>5) Provide details and durations of all road closures.</p>
3.8	Construction Activities in the Vicinity of Mineola Station	<p>Vicinity includes all activities between mileposts at approx. 17.9 (Herricks Road) to 19.9 (Glen Cove Road inclusive).</p> <p>1) Provide a narrative of the sequence of major construction activities.</p> <p>2) Provide a schedule outlining the duration and type of all construction activities in this vicinity excluding all track, ballast or Railroad systems Work that are conducted directly from the Railroad ROW.</p> <p>3) Provide construction staging and work zone traffic control drawings sufficient to understand all potential construction impacts or potential disruptions to local community.</p> <p>4) Provide an assessment of the potential construction impacts and the measures to be incorporated to mitigate or eliminate.</p> <p>5) Provide details and durations of all road closures.</p>
3.9	Construction Activities in the Vicinity of Carle	<p>Vicinity includes all activities between mileposts 19.9 to 21.0 (Ellison Avenue inclusive).</p> <p>1) Provide a narrative of the sequence of major</p>

Section	Title	Submittal Contents
	Place Station	<p>construction activities.</p> <ol style="list-style-type: none"> 2) Provide a schedule outlining the duration and type of all construction activities in this vicinity excluding all track, ballast or Railroad systems Work that are conducted directly from the Railroad ROW. 3) Provide construction staging and work zone traffic control drawings sufficient to understand all potential construction impacts or potential disruptions to local community. 4) Provide an assessment of the potential construction impacts and the measures to be incorporated to mitigate or eliminate. 5) Provide details and durations of all road closures.
3.10	Construction Activities in the Vicinity of Westbury Station	<p>Vicinity includes all activities between approx. mileposts 21.0 (Ellison Avenue) to 23.3 (at Wantagh Parkway)</p> <ol style="list-style-type: none"> 1) Provide a narrative of the sequence of major construction activities. 2) Provide a schedule outlining the duration and type of all construction activities in this vicinity excluding all track, ballast or Railroad systems Work that are conducted directly from the Railroad ROW. 3) Provide construction staging and work zone traffic control drawings sufficient to understand all potential construction impacts or potential disruptions to local community. 4) Provide an assessment of the potential construction impacts and the measures to be incorporated to mitigate or eliminate. 5) Provide details and durations of all road closures.
3.11	Construction Activities in the Vicinity of Hicksville Station	<p>Vicinity includes all activities between approx. mileposts 23.3 (Wantagh Parkway) to eastern end of Project</p> <ol style="list-style-type: none"> 1) Provide a narrative of the sequence of major construction activities. 2) Provide a schedule outlining the duration and type of all construction activities in this vicinity excluding all track, ballast or Railroad systems Work that are conducted directly from the Railroad ROW. 3) Provide construction staging and work zone traffic control drawings sufficient to understand all potential construction impacts or potential disruptions to local community. 4) Provide an assessment of the potential construction impacts and the measures to be incorporated to

Section	Title	Submittal Contents
		mitigate or eliminate. 5) Provide details and durations of all road closures.
3.12	Potential Community Impacts	1) Provide an assessment of the overall approach taken to balance potential community impacts and schedule. 2) Provide a summary listing of anticipated community impacts during construction in each community. 3) Outline why the approach taken is considered the best course of action for the local communities. 4) Provide an assessment of any other overall approaches considered to balance community impacts and schedule and provide reasons why these directions were not adopted. 5) Provide narrative outlining the key performance indicators (KPI) that will be used to monitor and report potential construction impacts and indicate how these KPI will be used to improve performance.
3.13	Ingenuity	1) Provide description of Technical Solution innovations and explain how they will contribute to improved implementation of the Project: <ul style="list-style-type: none"> a. Coordination Third Parties and Utility Owners. b. Construction means and methods to minimize construction impacts. c. Program and interactions to keep the public informed.
Volume 2 - Package 4: Financial Strength		
Objectives: <ol style="list-style-type: none"> 1) To determine Proposers capability and stability to undertake the financial responsibilities associated with the Project, including bonding capacity and the capability to effectively manage the scheduled cash flow as well as any unanticipated cash flow needs of the Project; and 2) To determine that Proposer has sufficient capacity, considering current, committed and potential workload and past level of contract activity, to successfully complete the design and construction of the Project. 		
4.1	Surety Guarantee Letters	1) If financial statements are provided for parent companies or any other proposed guarantor, a statement signed by the Proposer's authorized representative acknowledging that such entities will be required to provide guarantees of the Proposer's obligations under the Contract. 2) For a Proposer proposing a Guarantor, submit a Guarantor Acknowledgment on letterhead signed by

Section	Title	Submittal Contents
		<p>each Guarantor stating the Guarantor’s commitment to execute a Guaranty Agreement. The Guarantor Acknowledgment shall be signed by an authorized representative of the Guarantor who is empowered to commit the Guarantor to the obligations contained in the Guarantor Acknowledgment. A Certificate of Authorization to the Guarantor Acknowledgment attesting to such authorization shall also be submitted with the Guarantor Acknowledgment.</p> <p>If the Guarantor is a partnership, the applicable Guarantor Acknowledgment shall be signed by a general partner of each partner. If the Guarantor is a corporation, an authorized officer shall sign his or her name to the applicable Guarantor Acknowledgment and indicate his or her title beneath the full corporate name. If the Guarantor is a joint venture, each firm in the joint venture shall sign a separate applicable Guarantor Acknowledgment. If there are multiple Guarantors (which must be jointly and severally liable), each shall independently comply with these requirements and submit separate Guarantor Acknowledgments with Certificates of Authorization. Anyone signing a Guarantor Acknowledgment as agent must file with it legal evidence of his or her authority to execute such Guarantor Acknowledgment.</p> <p>Proposers may propose enhancements to any Guarantor identified in the Proposer’s SOQ. Proposers must detail how the enhancements make the financial strength of the Guarantor better than the financial strength of the Guarantor as set forth in the Proposer’s SOQ. The Railroad, in its sole discretion, may consent or decline to consent to any such enhancements.</p>
4.2	Financial Statements, Information and Letters.	<p>1) Provide financial statements for the Proposer and equity members of Proposer for the 3 most recent fiscal years, audited by a certified public accountant in accordance with generally accepted accounting principles (GAAP). If the Proposer is a newly formed entity and does not have independent financial statements, financial statements for the equity members will be sufficient (and the Proposer shall expressly state that the Proposer is a newly formed entity and does not have independent financial statements).</p> <p>Financial statements shall be provided in U.S. dollars</p>

Section	Title	Submittal Contents
		<p>where practicable, but financial statements in other currencies will be considered, provided that the Proposer provides a letter from the certified public accountant of the applicable entity, stating the rates of conversion as of the date of the statements, as well as current rates of conversion, and providing U.S. dollar values and descriptions in U.S. terminology for significant line items in the financial statements based on the rate of conversion as of the statement date. If audited financials are not available for an equity owner, the SOQ shall include unaudited financials for such member, certified as true, correct and accurate by the chief financial officer or treasurer of the entity. Proposers are advised that if any equity member of the selected Proposer’s team does not have audited financials, the Railroad may require a guaranty of the Contract to be provided by a separate entity acceptable to the Railroad.</p> <p>Required financial statements shall include:</p> <ul style="list-style-type: none"> a) Opinion letter (auditor’s report); b) Balance sheet; c) Income statement; d) Statement of changes in cash flow; and e) Footnotes. <p>2) If any entity for which financial information is submitted as required hereby files reports with the Securities and Exchange Commission, then such financial statements shall be provided through a copy of the entity’s annual report on Form 10-K. For all subsequent quarters, provide a copy of any report filed on Form 10-Q or Form 8-K which has been filed since the latest filed Form 10-K.</p> <p>3) Provide information regarding any material changes in the financial condition of the Proposer and each of its equity members for the past 3 years and anticipated for the next reporting period. If no material change has occurred and none is pending, the Proposer and/or equity member, as applicable, shall provide a letter from its chief financial officer or treasurer so certifying.</p> <p>4) If financial statements are prepared in accordance with principles other than U.S. GAAP, provide a letter from</p>

Section	Title	Submittal Contents
		<p>the certified public accountant of the applicable entity discussing the areas of the financial statements that would be affected by a conversion to U.S. GAAP.</p> <p>5) Provide a letter from the chief financial officer or treasurer of the entity or certified public accountant for each entity for which financial information is submitted, identifying all off balance sheet liabilities.</p> <p>6) Provide any credit reports, credit bulletins, or other published statements by recognized rating agencies (Standard & Poor’s Rating Service, Moody’s Investor Services, Dun & Bradstreet and Value Line) that have been issued or published with the past five years for the Proposer and each proposed guarantor.</p> <p>7) Include financial information as described above for each proposed guarantor.</p> <p>8) Information shall be packaged separately for each separate entity with a cover Sheet identifying the name of the organization, its role in the Proposer’s organization and North American Industry Classification System (NAICS) Code.</p>
4.3	Insurance Information.	<p>1) Provide with the Proposal a letter from an insurance broker or an insurance company currently rated at least “A-/VII” or better by A.M. Best Company confirming that the Proposer is capable of obtaining the following types and limits of insurance covering the Project on a project-specific basis:</p> <ul style="list-style-type: none"> • General Liability - \$250 Million • Workers’ Compensation – Statutory, including \$2 Million Employer’s Liability • Business Automobile Liability - \$5 Million • Contractor’s Pollution Liability - \$10 Million • MCS 90 & CA 9948 endorsements - \$5 Million each • Pollution Legal Liability - \$5 Million • Builder’s Risk/Installation Floater – \$100 Million • Professional Liability (Design Build) - \$25 Million (with increase to \$50 million at the Railroad’s option) • Valuable Papers - \$5 Million • Railroad Protective Liability - \$10 Million

Section	Title	Submittal Contents
		Occurrence / \$20 Million Aggregate The Railroad may consider use of an owner-controlled insurance program for workers' compensation and general liability insurance.
Volume 2 - Package 5: Diversity Practices and Plan		
5.1	Diversity Practices	1) Submit Form MWDBE-21 (Schedule XXIV), Diversity Practices Questionnaire, for each Major Participant.
5.2	MBE/WBE Plan	1) An interim MBE/WBE utilization plan identifying firms to be utilized as subcontractors and suppliers on the Project. Do not include price information in this interim plan. 2) A narrative description of the proposed plan for utilization of New York State-certified Minority and Women-Owned Business Enterprises in performance of the Work, including the Proposer's commitment, policies, organizational structures and planned practices for achieving the participation goals set forth in these Instructions. 3) Provide details of tools and processes to be used during the Project.
5.3	SDVOB Plan	1) An interim SDVOB utilization plan identifying firms to be utilized as subcontractors or suppliers, as proteges or in other partnering and supporting roles on the Project. 2) Provide a narrative description of the proposed plan for utilization of New York State-certified Service-Disabled Veteran-Owned Businesses in performance of the Work, including the Proposer's commitment, policies, organizational structures and planned practices for achieving the participation goal set forth in these Instructions.
5.4	Employment Opportunity Policy Statement	1) Submit original of Form MWDBE-4 (Schedule XXV) Employment Opportunity Policy Statement, for each Major Participant.
Volume 2 – Technical Forms – Submit Completed Forms – See Schedules XX-XXV		

VOLUME 3: PRICE PROPOSAL		
1.1	Price Forms	Submit Completed Forms See Schedules XXVI - XXX

SECTION I, PART 3 – SCHEDULES

GENERAL SCHEDULES

<u>Schedule</u>	<u>Description</u>
Schedule I	Key Evaluation Questions

SCHEDULE I – KEY EVALUATION QUESTIONS

Section	Proposal Submission Materials	Key Questions
Evaluation Factor: Management Approach – The <u>approach</u> to be used to implement the Project.		
1.1 1.2 1.3 1.4 1.5 1.6 1.7 1.8 1.9 1.10 1.11 1.12 1.13 1.14 1.15 1.16	Team and Experience Organization Key Personnel Past Performance Outreach Management Design Management Construction Management Environmental Compliance and Mitigation System and Construction Safety System and Construction Security Railroad Operations Quality MPT Third Parties and Utility Owner Coordination Mobilization Ingenuity	1) Does the Proposal demonstrate clear lines of responsibility, sufficient management personnel, decision making processes and well-defined roles that respond to the Project needs and address process efficiency, integration, coordination and effective communications? 2) Does the Proposal demonstrate capacity, considering current, committed and potential workload and past level of contract activity, to successfully complete the design and construction of the Project? 3) Does the Proposal demonstrate the quality of the proposed personnel and provide sufficient insights and lessons learned to demonstrate a deep understanding of their anticipated roles and responsibilities? 4) Do the proposed Key Personnel have sufficient background and experience to manage the Project? 5) Does the Proposal demonstrate a commitment to quality, safety and environmental compliance? 6) Does the Proposal demonstrate a sound approach to delivery of the construction work including managing procurement, subcontractor outreach and selection, change orders, disputes, permitting, and commissioning? 7) Does the Proposal reflect an efficient and integrated design and construction process? 8) Does the Proposal demonstrate an appropriate degree of coordination/interaction with the Railroad, communities, utility owners, and third parties to ensure non-interference with the operations of the existing facilities, and impact of the proposed approach on traffic flows, streets and neighbors? 9) Does the Proposal minimize the use of Force Account and other expenditures required by the Railroad, including items such as flagging, pilots, and outages required for construction? 10) Is there sufficient detail presented by the Proposer that demonstrates that all key issues affecting the schedule have been considered? 11) Does the Proposer make a concerted effort to reduce overall project risk? To what extent has the Proposer contacted third parties to confirm and quantify scope and minimize risks? 12) Does the Proposal make use of ingenuity and innovation in a way that contributes positively to Project implementation?

Section	Proposal Submission Materials	Key Questions
Evaluation Factor: Project Design – <u>What</u> will be built as part of the Project.		
2.1	Project Basis	<ol style="list-style-type: none"> 1. Does the Proposal provide an appropriate level of design? 2. Does the Proposal provide a context-sensitive solution relating to passenger and community needs? 3. Are there sparks in the design aesthetic that will inspire the local community and rail passengers and avoid “dullness in design”. 4. Does the Proposal provide for completed work that provides for operation and maintenance by the Railroad in a fashion that is as efficient or more efficient than existing? 5. Does the Proposal provide for a safe system that meets the safety and security requirements of the Railroad? 6. Does the Proposal provide enhancements beyond the Project Requirements? 7. Major Project Components: Does the Proposal provide for appropriate technical solutions, taking quality, design integration, operations, maintenance, and other considerations into account for each of the TP sections TP1.2 thru TP1.21 / TP3.2 thru TP 3.21? 8. Does the Proposal make use of ingenuity and innovation in a way that contributes positively to Project implementation?
2.2	Project Challenges, Risks and Opportunities	
2.3	Design Approach	
2.4	Landscaping and Aesthetics	
2.5	Reliability and Maintainability	
2.6	Graphics	
2.7	Video	
2.8	Project Components	
2.9	Ingenuity	
Evaluation Factor: Schedule and Construction Impact Mitigation – <u>How</u> will the Project be implemented, and does it provide for the best solution considering both schedule durations and community impacts.		
3.1	Project-Wide Construction Approach	<ol style="list-style-type: none"> 1) Does the Proposal execute the work with a minimum impact to rail service and the surrounding community taking into account both the duration of the schedule and construction impacts of accelerating work? Consider each of the following: <ol style="list-style-type: none"> a. Construction of Systems as set out in TP sections TP1.16 thru TP1.21 / TP3.16 thru TP3.21. b. The geographic area in the vicinity of Floral Park Station (includes all activities between approx.
3.2	Project-Wide Staging	
3.3	Project-Wide Construction Schedule	
3.4	Maintenance of Railroad Operations	
3.5	Construction Activities in the Vicinity of Floral Park	

Section	Proposal Submission Materials	Key Questions
	Station	mileposts 14.5 and 15.5, including the new Hempstead Branch Interlocking).
3.6	Construction Activities in the Vicinity of New Hyde Park Station	c. The geographic area in the vicinity of New Hyde Park Station (includes all activities between mileposts at approx. 15.5 and 16.9 and at Denton Ave).
3.7	Construction Activities in the Vicinity of Merillon Station	d. The geographic area in the vicinity of Merillon Station (includes all activities from mileposts at approx. 16.9 (Denton Avenue) to approx. 17.9 (Herricks Road inclusive)).
3.8	Construction Activities in the Vicinity of Mineola Station	e. The geographic area in the vicinity of Mineola Station (includes all activities between mileposts at approx. 17.9 (Herricks Road) to 19.9 (Glen Cove Road inclusive)).
3.9	Construction Activities in the Vicinity of Carle Place Station	f. The geographic area in the vicinity of Carle Place Station (includes all activities between mileposts 19.9 to 21.0 (Ellison Avenue inclusive)).
3.10	Construction Activities in the Vicinity of Westbury Station	g. The geographic area in the vicinity of Westbury Station (includes all activities between approx. mileposts 21.0 (Ellison Avenue) to 23.3 (at Wantagh Parkway)).
3.11	Construction Activities in the Vicinity of Hicksville Station	h. The geographic area in the vicinity of Hicksville Station (includes all activities between approx mileposts 23.3 (Wantagh Parkway) to eastern end of Project).
3.12	Potential Community Impacts	
3.13	Ingenuity	<p>2) Does the Proposal provide a reasonable approach to minimizing impacts on sensitive receptor locations along the Project (including hospitals, recreation facilities, and etc.)?</p> <p>3) Does the Proposal minimize the Work to be done by the Railroad, and Work by the Railroad that is on the critical path?</p> <p>4) Does the Proposal provide detailed and summary schedules that demonstrate, with reasonable level of certainty, that the Project can be completed within the durations set out in the Contract Documents?</p> <p>5) Does the Proposal provide for appropriate work items to be performed off-site so as to minimize construction impacts on and along the Project ROW?</p> <p>6) Does the Proposal make use of ingenuity and innovation in</p>

Section	Proposal Submission Materials	Key Questions
		a way that contributes positively to Project implementation?
Evaluation Factor: Financial Strength – Ability to finance the work to be performed to provide for timely implementation.		
4.1	Ownership	1) Does the Proposal demonstrate capability and stability sufficient to undertake the financial responsibilities associated with the Project, including bonding capacity and the capability to effectively manage the scheduled cash flow as well as any unanticipated cash flow needs of the Project?
4.2	Surety Letters and Guarantee Letter	
4.3	Financial Statements, Information and Letters.	
4.4	Insurance Information.	
Evaluation Factor: Diversity Practices and Plan – Appropriate utilization of M/WBEs and SDVOBs		
5.1	Diversity Practices	1) How did the Proposer quantify MBE/WBE participation in its non-State contracts in response to the Diversity Practices questionnaire? 2) Are all required forms included, and does the interim MBE/WBE plan meaningfully address all feasible opportunities for MBE/WBE participation at this stage in the Project? 3) Are all required forms included and does the SDVOB utilization plan meaningfully address all feasible opportunities for SDVOB participation in this stage in the Project? 4) Is the required EEO statement provided?
5.2	Past Performance	
5.3	SDVOB Plan	
5.4	Equal Opportunity Statement	

LEGAL/ADMINISTRATIVE PROPOSAL SCHEDULES

<u>Schedule</u>	<u>Description</u>
Schedule II	Statement of Ownership
Schedule III	Affirmative Action
Schedule IV	EEO-1 Form
Schedule V	Omnibus Procurement Act Form
Schedule VI	Authorized Agent
Schedule VII	Addenda Acknowledgment
Schedule VIII	Joint Venture Agreement
Schedule IX	Contractor Responsibility Data
Schedule X	Safety Record
Schedule XI	NYS Certification of Restrictions on Lobbying
Schedule XII	MTA Vendor Code of Ethics Certification
Schedule XIII	Non-Collusive Bidding Certification
Schedule XIV	MacBride Certification
Schedule XV	Disclosure Form for Potential Conflict of Interest
Schedule XVI	New York State Public Authorities Law Section 1269 Certifications
Schedule XVII	Iran Divestment Act Certification
Schedule XVIII	Proposer's Acknowledgment
Schedule XIX	Proposer's Signature and Certificate of Authority

SCHEDULE II – STATEMENT OF OWNERSHIP

STATEMENT OF OWNERSHIP

The Design-Builder/ Guarantor⁽¹⁾ is (check one):

- Individual
 Partnership
 P.A.
 P.C.
 L.L.C.
 L.L.P.
 Corporation
 Joint Venture
 Other (specify): _____

I certify that:

No individual person or entity owns a 10% or greater interest in the Design-Builder/ Guarantor.

OR

The names and addresses of all persons and entities who own a 10% or greater interest in the Design-Builder/ Guarantor or any listed entities are as follows:

NAME ⁽²⁾⁽³⁾	ADDRESS
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Check here if additional sheets are attached.

Check here to certify that no person or entity, **except for those already listed above or on any attached sheets**, owns a 10% or greater interest in the Design-Builder/ Guarantor or any listed entities.

Name of Design-Builder/ Guarantor

Designated Signatory

Signature

Title

(1): Statement of Ownership shall be provided for the proposed Design-Builder and Guarantor(s).

(2): If an entity owns a 10 percent or greater interest in the Design-Builder/ Guarantor, list all owners of 10 percent or greater interest for each such entity. Repeat the process of disclosure as necessary for each tier or level of ownership until the name and address of each individual person who owns a 10 percent or greater interest in each listed entity has been disclosed.

(3): The Proposer shall set forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock of any class, or all partners in the partnership who own 10 percent or greater interest therein, or all members in the limited liability company who own 10 percent or greater interest therein. If one or more such stockholder, partner, or member is itself a corporation, partnership or limited liability company, the stockholders owning 10 percent or more of that corporation's stock, the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, shall also be listed. This disclosure shall be continued until names and addresses of every individual stockholder, individual partner, and individual member exceeding the 10 percent ownership criteria of each corporation, partnership, or limited liability company listed has been identified.

SCHEDULE III – AFFIRMATIVE ACTION

The Proposer _____
(Insert full legal name, including state of formation if applicable)

submits the following items:

1. State whether it has developed and has on file, at each of its establishments, affirmative action programs pursuant to 41 CFR Part 60-2.

YES _____ NO _____

2. State whether it has participated in any previous contract or subcontract subject to Executive Order 11246 (including any Executive Order amending or superseding such Order) and the equal opportunity clause and the rules, regulations and orders issued pursuant thereto.

YES _____ NO _____

3. State whether it has filed all reports due under the applicable filing requirements of such rules, regulations and orders.

YES _____ NO _____

4. State whether it has developed and currently maintains affirmative action programs pursuant to any state, local or federal law.

YES _____ NO _____

In the event the successful Bidder/Proposer does not currently have an affirmative action program or programs in effect complying with the requirements of this Contract, it will be required to develop, implement and maintain such program or programs for the period of performance of this Contract.

SCHEDULE IV – EEO-1 FORM

**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) omit if same as above

Address (Number and street)

City or town

State

ZIP code

2. Establishment for which this report is filed. (Omit if same as above)

a. Name of establishment

Address (Number and street)

City or Town

County

State

ZIP code

b. Employer Identification No. (IRS 9-DIGIT TAX NUMBER)

c. Was an EEO-1 report filed for this establishment last year? 1 YES 2 NO

METROPOLITAN TRANSPORTATION AUTHORITY
Office of Civil Rights
EQUAL EMPLOYMENT OPPORTUNITY
EMPLOYER INFORMATION REPORT EEO-1
Section C - EMPLOYMENT DATA

Page 2

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

Job Categories	NUMBER OF EMPLOYEES										
	Overall Totals (Sum of Col. B thru K)	MALE					FEMALE				
		White (Not of Hispanic Origin)	Black (Not of Hispanic Origin)	Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native	White (Not of Hispanic Origin)	Black (Not of Hispanic Origin)	Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native
		A	B	C	D	E	F	G	H	I	J
Officials and Managers 1											
Professionals 2											
Technicians 3											
Sale Workers 4											
Office and Clerical 5											
Craft Workers (Skilled) 6											
Operatives (Semi-Skilled) 7											
Laborers (Unskilled) 8											
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?
 1 Yes 2 No

**METROPOLITAN TRANSPORTATION AUTHORITY
Office of Civil Rights**

EQUAL EMPLOYMENT OPPORTUNITY

EMPLOYER INFORMATION REPORT EEO-1

Page 3

Section D -ESTABLISHMENT INFORMATION (Omit on the Consolidated Report)

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

OFFICE
USE
ONLY

g.

Section E-REMARKS

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

Section F-CERTIFICATION

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

Name of Certifying Official	Title	Signature	Date
Name of person of contact regarding this report (type or print)	Address (Number and Street)		
Title	City and State	ZIP Code	Telephone Number (Including Area Code)

All reports and information obtained from individual reports will be kept confidential as required by Section 709(e) of Title VII. WILLFULLY FALSE STATEMENTS ON THIS REPORT ARE PUNISHABLE BY LAW, U.S. CODE, TITLE 18, SECTION 1001.

SCHEDULE V – OMNIBUS PROCUREMENT ACT FORM

IMPORTANT NOTICE TO BIDDERS/PROPOSERS, INCLUDING QUESTION AND INCORPORATED CONTRACT PROVISIONS, NEW YORK OMNIBUS PROCUREMENT ACT (CHAPTER 844 of 1992) ENCOURAGING THE USE OF NEW YORK STATE BUSINESS ENTERPRISES IN CONTRACT PERFORMANCE

1. Definition: For purposes of this notice, a “New York State Business Enterprise” means a business enterprise consisting of a person acting as a sole proprietorship, or a legal entity such as but not limited to a corporation, limited liability company, or partnership, which offers for sale or lease or other form of exchange, goods which are sought by a New York State public authority or public benefit corporation, which are substantially manufactured, produced or assembled in New York state, or services which are sought by the public authority or public benefit corporation and which are substantially performed within New York State.

2. It is the policy of New York State to maximize opportunities for the participation of New York State Business Enterprises, including minority and women-owned business enterprises, as bidders/proposers, subcontractors, and suppliers. New York State Business Enterprises that participate as contractors, subcontractors and suppliers in the contracts of the Metropolitan Transportation Authority and its affiliated and subsidiary agencies (collectively, “MTA”) strongly contribute to the economies of the State and the nation. In recognition of this contribution, bidders/proposers for this contract are strongly encouraged and expected to consider New York State Business Enterprises in the fulfillment of the requirements of this contract. Such participation may be as subcontractors, suppliers, or other supporting roles. MTA, to the maximum extent practicable and consistent with legal requirements, desires to achieve participation of qualified and responsible New York State Business Enterprises in purchasing commodities and services including technology. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law. Utilizing New York State Business Enterprises in MTA contracts will help create more private sector jobs, rebuild New York’s infrastructure and maximize economic activity to the mutual benefit of contractors, participating New York State Business Enterprises, the public sector and the people of the State of New York. Public procurements can drive and improve the State’s economic engine through promotion of the participation of New York State Business Enterprises by MTA contractors. MTA, therefore, strongly encourages bidders/proposers to use New York State Business Enterprises in MTA contracts. The potential participation by all kinds of New York State Business Enterprises in MTA contracts will deliver great value to the MTA, the State and its taxpayers.

3. A bidder/proposer responding to this solicitation may answer the question below in its bid or proposal to demonstrate its voluntary commitment to the use of New York State Business Enterprises¹:

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).

Does bidder/proposer anticipate that one or more New York State Business Enterprises will be used in the performance of this contract?

Yes: ____

No: ____

If the answer is yes, please identify in the bid/proposal the New York State Business Enterprises that the bidder/proposer anticipates will be used, to the extent known, and attach identifying information about each such New York State Business Enterprise.

4. The bidder/proposer that is awarded and enters into the contract (the “Contract”) that is the subject of this solicitation (“Contractor”) agrees by so entering into such contract to the following, which is incorporated into and made a part of the Contract:

A. Contractor agrees to furnish to MTA information regarding its use of New York State Business Enterprises in the performance of this Contract, including by reporting to MTA, in response to MTA’s request, whether New York State Business Enterprises are being, have been or are anticipated to be, used in the performance of the Contract, and, if so, by providing identifying information about each such New York State Business Enterprise.

5. If the Contract is in an amount of \$1 million or more (a “Large Contract”) the following additional provisions are incorporated into and are made a part of the Large Contract:

A. Contractor shall (i) upon entering into the Large Contract provide to MTA documentation of its effort to encourage use of New York State Business Enterprises and (ii) thereafter also report the extent of such use for each such New York State Business Enterprise (a) in response to a request of the MTA project manager and (b) at the time of Contract close-out.

B. Contractor is required to make reasonable efforts to encourage the participation of New York State Business Enterprises and suppliers and subcontractors on such Large Contract. Contractor will be required to document its efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors by showing it has (i) solicited bids/proposals, in a timely and adequate manner from New York State Business Enterprises including certified minority-owned business, (ii) contacted the New York State Dept. of Economic Development to obtain listings of New York State Business Enterprises, (iii) placed notices for subcontractors and suppliers in newspapers, journals or other trade publications distributed in New York State, or (iv) participated in bidder/proposer outreach conferences. Documentation of such efforts of the Contractor must be produced to the MTA upon MTA’s request. If the Contractor determines that New York State Business Enterprises are not available to participate on the contract as subcontractors or suppliers, the Contractor shall provide a statement to the MTA indicating the method by which such determination was made. If the Contractor 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.

6. 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.

7. A directory of New York State certified minority and women-owned business enterprises is available:

Online at <https://ny.newnycontracts.com/Default.asp>

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.

8. 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>

9. Contractors that want to sign up, at no charge, to be included in the New York State Business Registry, which may be used by various New York State public agencies and by prime contractors who may contact the Contractor's business directly about subcontracting opportunities, may go to <https://www.nyscr.ny.gov/nysBusinessReg.cfm>. Requests for listing in this registry may be made by:

- i) a New York State Business Enterprise that is not currently listed in this registry; and
- ii) a business in any other state or country provided the state or country in which the company is located does not engage in discriminatory purchasing practices. These discriminatory jurisdictions are identified within the Business Registry application.

SCHEDULE VI – AUTHORIZED AGENT

The Proposer hereby designates the following individual at the following address in the State of New York as its agent for the purpose of receiving any written notice required to be served per the Contract Documents, including Notice of Award, and for receiving service of any and all legal processes resulting from this Contract:

Name of Firm

Name and Title of Individual

Federal I.D. #

Street

Town State Zip Code

Telephone No.: () _____

Fax No.: () _____

(Note: Bids transmitted via "Fax" are not acceptable.)

(Check where indicated below if the proposer is a foreign corporation, in which case the proposer agrees to accept process as provided herein.)

The undersigned, a corporation not organized and existing under the laws of the State of New York, agrees that personal service of process in any action, suit or proceeding instituted by the Railroad against the undersigned on or in connection with this Proposal or Contract may be made by certified or registered mail addressed to the undersigned at the address referred to in this Schedule, unless a different address within the State of New York be specified below, in which event service as aforesaid may be made only at the address specified below or at such other mailing address within the State of New York as is substituted therefore by the undersigned by notice in writing to the Authority as provided in the Contract Documents. Failure of the proposer to check the box below will constitute the proposer's statement that it is not a foreign corporation, and may, if untrue, be a ground for disqualification.

Proposer is a foreign corporation:

SCHEDULE VII – ADDENDA ACKNOWLEDGMENT

Proposer acknowledges receipt of the following Addenda to the Contract:

Addendum Number_____	Date _____
Addendum Number_____	Date _____
Addendum Number_____	Date _____
Addendum Number_____	Date _____
Addendum Number_____	Date _____
Addendum Number_____	Date _____
Addendum Number_____	Date _____
Addendum Number_____	Date _____
Addendum Number_____	Date _____
Addendum Number_____	Date _____

SCHEDULE VIII – JOINT VENTURE AGREEMENT

If this Proposal is submitted by a Joint Venture, the parties thereto shall submit a notarized Joint Venture Agreement, identifying the contract and stating the intent of the Joint Venture, the cost sharing arrangements between the parties, the management responsibilities, and identifying the person or persons empowered to commit the Joint Venture in contractual agreements related to this Contract.

SCHEDULE IX – CONTRACTOR RESPONSIBILITY DATA

Long Form

METROPOLITAN TRANSPORTATION AUTHORITY CONTRACTOR RESPONSIBILITY FORM INSTRUCTIONS²

1. Who should complete and sign the Contractor Responsibility Form? This form must be completed for all contracts of \$250,000 or greater. In addition, contractors and known subcontractors in contracts involving “Special Circumstances” must complete this form. “Special Circumstances” are defined herein as contracts or subcontracts in excess of \$100,000 in the following areas: painting; scrap; hazardous materials; concrete; lead; asbestos; inspection and testing; security-related projects; carting; and textiles and garments; or such area the Authority may designate from time to time. In addition, all known subcontractors having subcontracts in excess of \$1 million must complete this form. The person who completes the Contractor Responsibility Form on behalf of the submitting contractor or subcontractor must provide his/her title, telephone/fax number and e-mail address in Part II of the questionnaire. The person who signs the questionnaire on behalf of the submitting contractor or subcontractor should be either Chief Executive, Executive Director, Chief Administrator, President, Vice President, Treasurer, Secretary, Chair of the Board of Directors, or the principal owner or officer responsible for administering the submitting contractor’s contract.
2. Who should complete and sign an Affidavit of No Change? If the Contractor has previously submitted a Contractor Responsibility Form within one year prior to the present date and there have been no material changes in the information specified on that form, two original signed, notarized Affidavits of No Change must be executed for the submitting Contractor. It is required that one of the principal owners/officers whose title is listed in Paragraph 1 above execute the Affidavit of No Change on behalf of the submitting contractor.
3. For purposes of this questionnaire, the terms “Contractor,” “bidder,” and “bidder/proposer” refer to both a bidder/proposer and to the firm to be awarded the contract, as well as Contractors seeking subcontracts for \$1 million and more, or Contractors seeking contracts or subcontracts in special circumstances of \$100,000 or more. All of the questions refer to the firm awarded the contract, with the exception of the questions in Parts III.C. and IV, which include separate instructions.
4. For all questions, matters on appeal must be disclosed.
5. Unless otherwise noted, all questions relate to the previous ten (10) years.

² PERSONAL PRIVACY PROTECTION LAW NOTIFICATION

The information the Contractor is providing on this application, including information about Key People, is requested pursuant to the New York State Public Authorities Law for the purposes of determining the Applicant Firm’s responsibility for a contract award. Failure to provide the specified information and authorization requested may, in the sole discretion of the MTA, prevent your firm’s award of a contract by the MTA and/or its agencies. The information will be kept in a file maintained by MTA and its agencies or other files maintained under the authority of MTA and its agencies. Information which, because of any name, number, symbol, mark or other identifier, can be used to identify a person, shall be received, maintained and used by the MTA and its agencies solely for the above-stated purposes and will be protected from public disclosure to the fullest extent permitted by law.

6. All questions on this questionnaire must be answered; do not leave blanks. Where appropriate, state "None" or "Not Applicable" (N/A).
7. If additional space is required to fully respond to any question, please add sheets to this questionnaire and reference the question/answer appropriately.
8. This form includes:
 - a. Contractor representations and obligations (Part III) which (a) apply to Contractor's bid/proposal; and (b) are deemed incorporated into the contract between the Contractor and Authority if the contract is awarded to Contractor. If any representation is not accurate and complete at the time Contractor signs this form, Contractor must, as part of its bid, identify the provision and explain the reason in detail on a separate sheet, as provided in Part III; and
 - b. Questions which Contractor must answer as part of its bid/proposal (Parts III.C., IV, and V).
9. If during the performance of this Contract, either of the following occurs, Contractor shall promptly give notice in writing of the situation to the Authority's Chief Procurement Officer, and thereafter cooperate with the Authority's review and investigation of such information.
 - a. Contractor has reason to believe that any representation or answer to any question contained in this Contractor Responsibility Form was not accurate or complete at the time Contractor Responsibility Form was signed; or
 - b. Events occur or circumstances change so that an answer to any question on this Form is no longer accurate or complete.
10. In the Authority's sole discretion, the following shall constitute grounds for the Authority to take remedial action up to and including immediate termination of the Contract for convenience without payment for profit and overhead for work not performed if:
 - a. Contractor fails to notify the Chief Procurement Officer as required by "9" above;
 - b. Contractor fails to cooperate with the Authority's request for additional information as required by "9" above;
 - c. Contractor, a Contractor director, officer, principal, managerial employee, or owner of a 10% or more interest in Contractor, is convicted of a crime involving a public contract; or
 - d. Significant concerns about the Contractor's integrity are raised based upon an evaluation of the events underlying any other determination, indictment, conviction, or other allegation that Contractor or a Contractor director, officer, principal, managerial employee, or owner of a 10% or more interest in Contractor, or has been involved in any felony or a misdemeanor related to truthfulness and/or business conduct in the past ten (10) years.

11. The Authority reserves the right to inquire further with respect to Contractor's responses; and Contractor consents to such further inquiry and agrees to furnish all relevant documents and information as requested by the Authority. Any response to this document prior or subsequent to Contractor's bid or proposal which is or may be construed as unfavorable to Contractor will not necessarily automatically result in a negative finding on the question of Contractor's responsibility or a decision to terminate the Contract if it is awarded to Contractor.
12. Definitions:
- a. _____ the voting stock and/or an entity in which a group of principal owners or officers that owns more than fifty (50) % of the submitting contractor also owns more than fifty (50) % of the voting stock.
 - b. Authority: refers to the MTA and/or MTA subsidiary or affiliate to which the Contractor is submitting its bid or proposal and/or which is awarding the contract sought.
 - c. Control: The submitting contractor is controlled by another entity when: (1) the other entity holds ten (10) % or more of the voting stock of the submitting contractor; or (2) the other entity directs or has the right to direct daily operations. The submitting contractor controls another entity when: (1) it holds ten (10) % or more of the voting stock of the other entity; or (2) it directs or has the right to direct daily operations.
 - d. Government agency(ies): include city, state, federal public agencies, quasi-public agencies, authorities and corporations, public development corporations, public benefit corporations and local development corporations.
 - e. Integrity Monitor: includes an Independent Private Sector Inspector General (“IPSIG”), or any independent private sector firm with legal, audit, investigative and loss prevention skills, employed by an organization or government entity, either voluntarily or by compulsory process, to monitor an entity’s business activities to ensure compliance with relevant laws and regulations, as well as to uncover and report unethical or illegal conduct within and against the entity.
 - f. Joint Venture: a business undertaking by two or more persons, corporations or other legal entities engaged in a single defined project. The necessary elements are: (1) an express or implied agreement; (2) a common purpose the group intends to carry out; and (3) shared profits and losses.
 - g. Managerial employees or managerial capacity: Employees in a supervisory capacity who, either by virtue of their title or their duties, operate with discretion over solicitation, letting, or management of contracts with public agencies.
 - h. Metropolitan Transportation Authority (“MTA”) subsidiary or affiliate includes: New York City Transit Authority (“NYCT”), Manhattan and Bronx Surface Transit Operating Authority (“MaBSTOA”), Staten Island Rapid Transit Operating Authority (“SIRTOA”), Triborough Bridge and Tunnel Authority (“TBTA”), Metro-North Commuter Railroad Company

(“MNCR”), Long Island Rail Road (“LIRR”), Metropolitan Suburban Bus Authority (“MSBA”), MTA Bus Company (“MTA BC”), MTA Capital Construction (“MTACC”) and First Mutual Transportation Assurance Company (“FMTAC”).

- i. Officer: Any individual who serves as or performs the functions of chief executive officer, chief financial officer, or chief operating officer of the submitting contractor, without regard to such individual’s title. president, vice president, secretary, treasurer, board chairperson, trustee (individual or entity who administers a trust) or their equivalents.
- j. Parent: Any entity including, but not limited to any individual, partnership, joint venture or corporation which owns (50) % or more of the voting stock of another entity.
- k. Principal Owner: An individual, partnership, joint venture or corporation that holds a ten (10) % or greater ownership interest in a submitting contractor or subcontractor.
- l. Share: To have space, staff, equipment, expenses, or use such items, in common with one or more other entities.
- m. Significant Adverse Information: includes but is not limited to an unsatisfactory final performance evaluation on a contract with any MTA agency within the immediate prior three (3) years, an uncured interim unsatisfactory rating on a contract with any MTA agency, or an answer of “yes” to any question in Part IV herein.
- n. Subcontract: An agreement between an individual or entity that is a party to a contract and another individual or entity which is for the provision of goods, services or construction pursuant to that contract, and has a value that when aggregated with the values of all other such agreements with the same individual or entity and subcontractor during the immediately preceding twelve (12) month period is valued at one million dollars (\$1,000,000) or more, and in special circumstances involving agreements of \$100,000 or more.
- o. Submitting Contractor: The entity submitting the Contractor Responsibility Form.
- p. Subsidiary: An entity in which the majority of the voting stock is owned by a parent.

<p><u>PART I. IDENTITY OF CONTRACTOR:</u></p> <p>A. Contractor’s full legal name: _____</p> <p>B. Tax ID Number (“TIN”), Employer Identification Number (“EIN”) and Social Security Number (“SSN”), as applicable: _____</p> <p>C. Contractor’s form of legal entity (corporation, joint venture, sole proprietorship, etc.): _____</p> <p>If the Contractor is a Joint Venture, or Partnership, please list all partner firms and/or parties to</p>

the Joint Venture below. All partners and/or parties listed are also required to individually complete a separate Contractor Responsibility Form.

(1) Partner/Party name: _____

TIN, EIN, or SSN _____:

Percentage of Ownership: _____

(2) Partner/Party Name: _____

TIN, EIN or SSN: _____

Percentage of ownership: _____

D. State or country under whose laws Contractor is organized and year organized:

E. Does the Contractor now use or, in the past ten (10) years has it used, TIN, EIN, doing business as or “DBA”, name, trade name or abbreviation other than the Contractor’s name or TIN, or EIN number listed in Part I.B. above? _____

F. Contractor’s mailing address: _____

G. Contractor’s street address (complete only if different than “F”): _____

H. Has contractor changed its address in the past five (5) years and, if so, what was the firm’s prior address(es)? _____

I. Contractor’s telephone number: _____ Fax number: _____

Email address: _____

PART II. IDENTITY OF PERSON COMPLETING THIS QUESTIONNAIRE:

A. Name: _____

B. Employer/Title: _____

C. Telephone number: _____ Fax number: _____

D. Email address: _____ Mobile number: _____
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PART III. CONTRACTOR REPRESENTATIONS: If for any reason a representation on this questionnaire is not accurate and complete as of the time Contractor signs this form, Contractor must identify the provision and explain the reason in detail on a separate sheet. Absent such an explanation, Contractor represents that the following statements are complete and accurate:

Please check this box if a separate sheet is attached:

A. Statement of non-collusion as required by Section 2878 of the Public Authorities Law:

- (1) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
 - a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (2) A bid shall not be considered for award nor shall any award be made where (1) (a), (b), and (c) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (1) (a), (b), and (c) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the Chief Procurement Officer of the Authority, or designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph 1(a) herein.

B. Statement of no-conflict of interest:

- (1) No appointed or elected official, member or other officer or employee of the City or State of New York, or of the Metropolitan Transportation Authority ("MTA"), or MTA's affiliates and subsidiaries: i) is interested, directly or indirectly, in any manner whatsoever in or in the performance of the Contract or in the supplies, work, or business to which it relates or in any portion of the profits thereof; or ii) has been or will be offered or given any tangible or intangible consideration in connection with this bid/proposal/Contract.

- (2) Contractor covenants that neither Contractor nor, to the best of Contractor's knowledge after diligent inquiry, any director, officer, owner or employee of Contractor or any person or entity with a 10% or more interest in Contractor has any interest nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the faithful performance of the Contract hereunder.
- (3) In the event Contractor has no prior knowledge of a conflict of interest as set forth in "1" and "2" above and hereafter acquires information which indicates that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Authority's Chief Procurement Officer. Contractor shall thereafter cooperate with the Authority's review and investigation of such information, and comply with any instructions it receives from the Chief Procurement Officer in regard to remedying the situation.

<p>C. The following questions apply to any bid, proposal, or contract between Contractor and the City or State of New York, any other state, any public authority or other public entity, the United States government, the MTA, and MTA affiliates and subsidiaries. (If the answer to any question is "YES," Contractor must provide all relevant information on a separate sheet annexed hereto). Please check this box if a separate sheet is attached: <input type="checkbox"/></p> <p>The following questions apply to: i) Contractor, Contractor's parent, subsidiaries and affiliates of Contractor (if any); ii) any joint venture (including its individual members) and any other form of partnership (including its individual members) which includes Contractor or Contractor's parent, subsidiaries, or affiliates of Contractor, iii) Contractor's directors, officers, principals, managerial employees, and any person or entity with a 10% or more interest in Contractor; iv) any legal entity controlled, or 10% or more of which is owned, by Contractor, or by any director, officer, principal, managerial employee of Contractor, or by any person or entity with a 10% or more interest in Contractor.</p>	
(1) Within the past five (5) years, has Contractor been declared not responsible?	NO <input type="checkbox"/> YES <input type="checkbox"/>
(2) Has Contractor been debarred, suspended, or otherwise disqualified from bidding, proposing, or contracting?	NO <input type="checkbox"/> YES <input type="checkbox"/>
(3) Is there a proceeding pending relating to Contractor's responsibility, debarment, suspension, or qualification to receive a public contract?	NO <input type="checkbox"/> YES <input type="checkbox"/>
(4) Within the past five (5) years, has Contractor defaulted on a contract or been terminated for cause?	NO <input type="checkbox"/> YES <input type="checkbox"/>

<p>(5) Has a government agency or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of the Contractor's default or in lieu of declaring Contractor in default?</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>(6) Within the past five (5) years, has the Contractor been required to engage the services of an Integrity Monitor in connection with the award of or in order to complete, any public or private contract?</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>(7) Within the past five (5) years, have Contractor's safety practices/procedures been evaluated and ruled as less than satisfactory by the City or State of New York, any other state, any public authority or any public entity, the United States government, the MTA, MTA affiliates or subsidiaries?</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>(8) Has Contractor's Workers Compensation Experience Rating been 1.2 or greater at any time in the last five (5) years? If "yes", please explain.</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>

D. Consent to the jurisdiction of New York courts and to service of process:

- (1) If Contractor is not organized under the laws of the State of New York, Contractor consents to the jurisdiction of the Courts of the State of New York and to the jurisdiction of any federal court located within the City of New York, with respect to any matter pertaining to Contractor's bid/proposal and, if the Contract is awarded to Contractor, to the Contract.
- (2) Contractor agrees that service of process in any judicial or administrative action may be made upon it by certified mail, return receipt requested, sent to the mailing address for Contractor specified above.
- (3) Contractor agrees that any judicial or administrative action or proceeding commenced by Contractor against the Authority shall only be commenced in a state or federal court or agency located within the City of New York.

PART IV. QUESTIONS WHICH MUST BE ANSWERED BY "YES" or "NO": (In the event of a "YES," Contractor must provide all relevant information on a separate sheet annexed hereto, and the Authority reserves the right to inquire further with respect thereto.)

To the best of your knowledge after diligent inquiry, in connection with the business of Contractor or any other firm which is related to Contractor by any degree of common ownership, control, or otherwise, do any of the following statements apply to: i) Contractor, Contractor's parent, subsidiaries and affiliates of Contractor (if any); ii) any joint venture (including its individual members) and any other form of partnership (including its individual members) which includes Contractor or Contractor's

<p>parent, subsidiaries, or affiliates of Contractor; iii) Contractor's directors, officers, principals, managerial employees, and any person or entity with a 10% or more interest in Contractor; iv) any legal entity controlled, or 10% or more of which is owned, by Contractor, or by any director, officer, principal, managerial employee of Contractor, or by any person or entity with a 10% or more interest in Contractor.</p>	
<p>A. Within the past ten (10) years, has been convicted of or pleaded nolo contendere to (1) any felony or (2) a misdemeanor related to truthfulness in connection with business conduct.</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>B. Has pending before any state or federal grand jury or court an indictment or information of the commission of a crime which has not been favorably terminated.</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>C. Is the subject of a pending investigation by any grand jury, commission, committee or other entity or agency or authority of any local, state, or the federal government in connection with the commission or alleged commission of a crime.</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>D. Is currently disqualified from selling or submitting bids/proposals to or receiving awards from or entering into any contract with any federal, state or local government agency, any public authority or any other public entity.</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>E. Within the past five (5) years, has refused to testify or to answer any question concerning a bid or contract with any federal, state, or local government agency, any public authority or any other public entity when called before a grand jury or other committee, agency or forum which is empowered to compel the attendance of witnesses and examine them under oath, upon being advised that neither the person's statement nor any information or evidence derived from such statement will be used against that person in any subsequent criminal proceeding.</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>F. Is currently disqualified from selling or submitting a bid to, or receiving an award from, or entering into any contract with any public entity or public authority within the State of New York because, within the past five (5) years, such entity or person refused to testify or to answer any relevant question concerning a transaction or contract with the State of New York, any political subdivision of the State of New York, or a public authority or a public department, agency or official of the State of New York or of a political</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>

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.	
G. Has within a ten (10) year period preceding this Bid/Proposal been convicted of or had a civil judgment rendered against it for or in relation to: (i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; (ii) collusion with another person or entity in connection with the submission of bid/proposals; (iii) violation of federal or state antitrust statutes or False Claims Acts; or (iv) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement(s) or receiving stolen property.	NO <input type="checkbox"/> YES <input type="checkbox"/>
<p><u>PART V. ADDITIONAL QUESTIONS:</u> In the event of a “Yes”, Contractor must provide all relevant information on a separate sheet annexed hereto, and the Authority reserves the right to inquire further with respect thereto.</p> <p>A. List the name, title, and home and business address of each person or legal entity which has a 10% or more ownership or control interest in Contractor:</p> <p style="margin-left: 40px;">Name: _____</p> <p style="margin-left: 40px;">Title: _____</p> <p style="margin-left: 40px;">Home address: _____</p> <p style="margin-left: 40px;">_____</p> <p style="margin-left: 40px;">Business address: _____</p>	
B. In the past ten (10) years, has Contractor entered into a consent decree, deferred prosecution agreement, or a non-prosecution agreement?	NO <input type="checkbox"/> YES <input type="checkbox"/>
C. In the past three (3) years, has Contractor been a subcontractor on any contract with the Authority?	NO <input type="checkbox"/> YES <input type="checkbox"/>

<p>D. In the past seven (7) years, have any bankruptcy proceedings been initiated by or against the Contractor (whether or not closed) or is any bankruptcy proceeding pending by or against the Contractor regardless of the date of filing?</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>E. In the past five (5) years, have there been any judgments, injunctions, or liens of \$100,000 or more, including but not limited to, judgments based on taxes owed, fines and penalties assessed by a government agency against Contractor at any time?</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>F. Are there any judgments, injunctions, or liens for \$100,000 or more each against Contractor that remain open, unsatisfied or in effect today?</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>G. During the past five (5) years, has the Contractor failed to file any applicable federal, state or local tax return?</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>H. Does the Contractor own or rent office space? Please provide details.</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>I. Does any principal owner or officer of the Contractor, or any member of his/her immediate family, have an ownership interest in any entity that holds the title or lease to any real property used by the Contractor?</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>J. Does Contractor share office space, staff, equipment, or expenses with any other entities? If "YES", please provide details.</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>K. Contractor is required to provide a list of contracts as requested in (1), (2) and (3) below. For each of the contracts listed in (1), (2) and (3) below, Contractor shall provide a brief description of the work performed, the contract number, the dollar amount at award and at completion, date completed, and the name and telephone number of the owner's representative:</p> <p>(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.</p> <p style="margin-left: 40px;">a. Brief description of work performed: _____</p> <p style="margin-left: 40px;">_____</p> <p style="margin-left: 40px;">Contract number: _____</p> <p style="margin-left: 40px;">Dollar amount of award: _____</p>	

Date completed: _____

Name/Telephone number of company and owner's representative: _____

Dollar amount at completion: _____

b. Brief description of work performed: _____

Contract number: _____

Dollar amount of award: _____

Date completed: _____

Name/Telephone number of company and owner's representative: _____

Dollar amount at completion: _____

c. Brief description of work performed: _____

Contract number: _____

Dollar amount of award: _____

Date completed: _____

Name/Telephone number of company and owner's representative: _____

Dollar amount at completion: _____

- (2) List each contract completed by Contractor during the last three (3) years for which liquidated damages or penalty provisions were assessed against Contractor for failure to complete the work on time or for any other reason. Contractor is required to provide an explanation of the circumstances for each contract.

a. Brief description of work performed: _____

Contract number: _____

Dollar amount of award: _____

Date completed: _____

Name/Telephone number of company and owner's representative: _____

Dollar amount at completion: _____

b. Brief description of work performed: _____

Contract number: _____
Dollar amount of award: _____
Date completed: _____
Name/Telephone number of company and owner's representative: _____
Dollar amount at completion: _____

c. Brief description of work performed: _____

Contract number: _____
Dollar amount of award: _____
Date completed: _____
Name/Telephone number of company and owner's representative: _____
Dollar amount at completion: _____

If none of the above situations occurred during the last three (3) years, state "NONE" here:

(3) List five (5) completed contracts which demonstrate that you have substantial experience in the construction and/or service of the type and magnitude required by the Contract and under the restrictions and conditions equivalent to those that will be encountered.

In addition, provide relevant information that demonstrates that your firm has the following experience:

- A minimum of five (5) years' experience in the manufacturing of rectifiers and transformers used for heavy duty traction power substations and/or the integration of such components supplied by others.
- The manufacturer of the rectifiers and transformers must have a minimum of five (5) years' experience in the manufacturing of rectifiers and transformers for heavy duty traction power substations.
- The on-site firm responsible for installation, testing, and commissioning of the substation shall have a minimum of five (5) years' experience in the integration of such components supplied by others, If the on-site firm is not the manufacturer, it must have direct oversight and technical resources to support the integration of the system components in the overall design.

L. Furnish the following information for each contract for which, during the last three (3) years, the Contractor was:

- (1) Terminated for default; 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 an Integrity 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: _____

Name/Telephone number of owner's representative: _____

If none of the above situations occurred during the last three (3) years, state "NONE" here:

M. List all Contractor employees: (Attach additional sheets as needed)

(1) Who are currently employees of MTA or any MTA subsidiary or affiliate:

Name: _____

Currently employed by: (check as appropriate)

MTA NYCT MaBSTOA SIRTOA MNCR

LIRR MSBA TBTA MTACC MTA BC

Name: _____

Currently employed by:

MTA NYCT MaBSTOA SIRTOA MNCR

LIRR MSBA TBTA MTACC MTA BC

Name: _____

Currently employed by:

MTA NYCT MaBSTOA SIRTOA MNCR
 LIRR MSBA TBTA MTACC MTA BC

(2) Who within the past two (2) years have been MTA or any MTA subsidiary or affiliate employees who were involved on behalf of Contractor with the preparation of this bid/proposal or would be involved in the performance of the contract if it is awarded to Contractor.

Name: _____

Currently employed by: _____

MTA NYCT MaBSTOA SIRTOA MNCR
 LIRR MSBA TBTA MTACC MTA BC

Name: _____

Currently employed by: _____

MTA NYCT MaBSTOA SIRTOA MNCR
 LIRR MSBA TBTA MTACC MTA BC

N. Provide certified financial statements for Contractor’s last three (3) fiscal years. If Contractor does not have certified financial statements, provide financial statements sworn to by Contractor’s chief financial officer. If Contractor is unable to provide any such statements, provide other information which will enable the Authority to evaluate and determine whether Contractor has sufficient financial resources to enable Contractor to perform the Contract.

O. Does Contractor have a subsidiary or affiliate?	NO <input type="checkbox"/> YES <input type="checkbox"/>
P. Is Contractor a subsidiary of another entity?	NO <input type="checkbox"/> YES <input type="checkbox"/>
Q. Within the past five (5) years or currently, does Contractor, any director, officer, principal, managerial employee of Contractor, or any person or entity with a 10% or more interest in Contractor have an interest of 10% or more in any other firm or legal entity?	NO <input type="checkbox"/> YES <input type="checkbox"/>

<p>R. If the answer to P, Q or R is “YES,” would Contractor’s answers pertaining to Part V Questions A through M above be the same for each such parent, subsidiary, affiliate, firm or legal entity? If not, please provide a full explanation on a separate sheet of paper.</p>	<p>NO <input type="checkbox"/> YES <input type="checkbox"/></p>
<p>S. Describe the resources, including but not limited to, staffing, facilities, equipment, and tools that Contractor will commit to the performance of this contract. If this information is provided elsewhere in Contractor’s bid/proposal, please enter below the reference to that section in Contractor’s submission that responds to this question.</p> <p>T. See Section: _____</p>	

Contractor must sign here: _____

Authorized Signature

Date: _____

**METROPOLITAN TRANSPORTATION AUTHORITY
CONTRACTOR RESPONSIBILITY FORM**

AFFIDAVIT AND ACKNOWLEDGEMENT

(Complete and submit this Affidavit and Acknowledgement Form unless
the Affidavit of No Change applies.)

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____ 201__, before me personally came and appeared
_____ by me known to be said person, who swore under oath as follows:

1. I am _____ of _____.
(Print name and title) (Print name of firm)
2. I am duly authorized to sign this questionnaire on behalf of said firm and duly signed this document pursuant to said authorization.
3. The answers to the questions set forth in the Metropolitan Transportation Authority Contractor Responsibility Form and, except as set forth in the stated exceptions in Part III, the representations set forth in this questionnaire, are true, accurate and complete. I authorize the MTA to verify any such information and to conduct any background checks it deems appropriate.
4. I acknowledge and understand that the questionnaire includes provisions which are deemed included in the contract if awarded to the firm.

Signature

Sworn to and subscribed to before me
this ____ day of _____, 201__.

Notary Public _____ County

My commission expires: _____

**METROPOLITAN TRANSPORTATION AUTHORITY
CONTRACTOR RESPONSIBILITY FORM**

AFFIDAVIT OF NO CHANGE AND ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 201__, before me personally came and appeared _____ by me known to be said person, who swore under oath as follows:

1. I am _____ of _____.
(Print name and title) (Print name of firm)
2. I am duly authorized to sign this Affidavit of No Change on behalf of said firm and duly signed this document pursuant to said authorization.
3. The Contractor previously submitted a Metropolitan Transportation Authority Contractor Responsibility Form within one (1) year prior to the date hereof to the Metropolitan Transportation Authority or an MTA subsidiary or affiliate.
4. Attached is an accurate and true copy of such previously submitted MTA Contractor Responsibility Form.
5. I hereby certify that there has been no material change in the information specified on such attached Contractor Responsibility Form except as follows:

6. I acknowledge and understand that the previously submitted MTA Contractor Responsibility Form includes provisions which are deemed included in the contract if awarded to the firm.

Signature

Sworn to and subscribed to before me
this ____ day of _____, 201__.

Notary Public _____ County

My commission expires: _____

SCHEDULE X – SAFETY RECORD

The Proposer shall provide a signed statement from its insurance broker or carrier certifying the current Experience Modifications Ratio (EMR).

SCHEDULE XI – NYS CERTIFICATION OF RESTRICTIONS ON LOBBYING

All procurements by the Railroad 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 Railroad 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 Railroad 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 Railroad 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 Railroad President and OGS.

Moreover, the statutes require the Railroad to obtain certain affirmation and certifications from Bidders and Proposers. This schedule contains the forms to comply, with additional information and instructions.

DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

Instructions:

New York State Finance Law Section 139-k(2) obligates the Railroad to obtain specific information regarding prior non-responsibility determinations. In accordance with State Finance Law Section 139-k, an offeror must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law Section 139-j, or (b) the intentional provision of false or incomplete information to a Governmental Entity.

As part of its responsibility determination, State Finance Law Section 139-k(3) mandates consideration of whether an offeror fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no procurement contract shall be awarded to any offeror that fails to timely disclose accurate or complete information under this section, unless the factual elements of the limited waiver provision can be satisfied on the written record.

THE FORMS ARE ON THE NEXT PAGES

COMPLIANCE WITH NYS FINANCE LAW SECTIONS 139-j AND 139-k
DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

Name of Bidder / Proposer: _____

Address: _____

Name and Title of Person Submitting this Form: _____

Has any governmental entity* made a finding of non-responsibility regarding the Bidder/Proposer in the previous four (4) years?	No	Yes
If yes: Was the basis for the finding of the Bidder's/Proposer's non-responsibility due to a violation of State Finance Law Section 139-j?	No	Yes
Was the basis for the finding of Bidder's/Proposer's non-responsibility due to the intentional provision of false or incomplete information to a governmental entity?	No	Yes
<i>If yes, please provide details regarding the finding of non-responsibility below.</i>		
Governmental Entity: _____		
Year of Finding of Non-responsibility: _____		
Basis of Finding of Non-responsibility: _____ _____		
(Add additional pages as necessary)		
Has any governmental entity terminated a procurement contract with the Bidder/Proposer due to the intentional provision of false or incomplete Information?	No	Yes

*A "government entity" is: (1) any department, board, bureau, commission, division, office, council, committee or officer of New York State, whether permanent or temporary; (2) each house of the New York State Legislature; (3) the unified court system; (4) any public authority, public benefit corporation or commission created by or existing pursuant to the public authorities law; (5) any public authority or public benefit corporation, at least one of those members is appointed by the governor or who serves as a member by virtue of holding a civil office of the state; (6) a municipal agency, as that term is defined in paragraph (ii) of subdivision (s) of section one-c of the Legislative Law; or (7) a subsidiary or affiliate of such a public authority. (SFL Section 139-j, paragraph 1.a)

COMPLIANCE WITH NYS FINANCE LAW SECTIONS 139-j AND 139-k

BIDDER'S/PROPOSER'S AFFIRMATION AND CERTIFICATION

By signing below, the Bidder / Proposer:

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

- b) Certifies that all information provided to LIRR with respect to State Finance Law Sections 139-j and 139-k is complete, true, and accurate.

By: _____
(Signature of Person Certifying)

Date: _____

Print Name: _____

Print Title: _____

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

Address: _____

Business Telephone Number: _____

LIRR'S RIGHT TO TERMINATE

LIRR reserves the right to terminate a Contract in the event it is found that the certification filed by the Contractor / Consultant, as Bidder / Proposer, in accordance with New York State Finance Law Section 139-k was intentionally false or intentionally incomplete. Upon such finding, LIRR may exercise its termination right by providing written notification to the Contractor/Consultant in accordance with the written notification terms of the Contract.

Rev. 11/1/11

SCHEDULE XII – MTA VENDOR CODE OF ETHICS CERTIFICATION

The Metropolitan Transportation Authority has adopted an MTA Vendor Code of Ethics (“the Code”), which is applicable to all Vendors, as defined by the Code, involved in the procurement process for the award and performance of this Contract. All Vendors involved in this Invitation for Bids (“IFB”) or Request for Proposal (“RFP”) and during the performance of any resultant contract are subject to the Code, which is available for Bidder/Proposer’s immediate review on the MTA website at www.mta.info/mta/procurement/vendor-code.htm. Accordingly, all Bidder/Proposers must certify compliance with the Code.

Bidder/Proposer’s Certification of Compliance with the Code

Consistent with the terms of the MTA Code of Ethics, which are incorporated herein by reference, the undersigned Bidder/Proposer hereby certifies that during the course of this IFB or RFP and any resultant Contract:

1. The Bidder/Proposer has notice of all of the terms of the Code;
2. No gift, as defined by the Code, has been or will be offered to LIRR in connection with this IFB or RFP or any resultant contract;
3. No conflicts of interest exist or will exist;
4. All officers and personnel of the Bidder/Proposer who have interacted or will interact with LIRR have been or will be provided a copy of the Code; and
5. The Bidder/Proposer will obtain certifications similar to those made herein from all of its lower tier subcontractors, sub-consultants, and suppliers that the Bidder/Proposer engaged or are being solicited for work under any contract resulting from this procurement. Receipt and retention of these lower tier certifications shall be subject to audit by MTA/LIRR.

By: _____
(Signature of Person Certifying) (Date Signed)

Print Name: _____

Print Title: _____

Bidder/Proposer or Contractor/Consultant _____
(Full Legal Name)

Address: _____

Business Phone No.: _____

SCHEDULE XIII – NON-COLLUSIVE BIDDING CERTIFICATION

REQUIRED BY SECTION 2878 OF THE NEW YORK PUBLIC AUTHORITIES LAW

BY SUBMISSION OF ITS BID/PROPOSAL/OFFER, BIDDER/PROPOSER/OFFEROR AND EACH PERSON SIGNING ON BEHALF OF BIDDER/PROPOSER/OFFEROR CERTIFIES, AND IN THE CASE OF JOINT BID/PROPOSAL/OFFER, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

(1) The prices of this bid/proposal/offer have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder/proposer/offeror or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid/proposal/offer have not been knowingly disclosed by the bidder/proposer/offeror and will not knowingly be disclosed by the bidder/proposer/offeror prior to opening, directly or indirectly, to any other bidder/proposer/offeror or to any competitor; and

(3) No attempt has been made or will be made by the bidder/proposer/offeror to induce any other person, partnership or corporation to submit or not to submit a bid/proposal/offer for the purpose of restricting competition.

A BID/PROPOSAL/OFFER SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE (1), (2), (3) ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED, HOWEVER, THAT IF IN ANY CASE THE BIDDER/PROPOSER/OFFEROR CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER/PROPOSER/OFFEROR SHALL SO STATE AND SHALL FURNISH BELOW SUBMIT WITH ITS BID/PROPOSAL/OFFER A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

Subscribed to under penalty of perjury under the laws of the State of New York, this ____ day of _____, 20____ as the act and deed of said individual, firm, corporation or partnership.

IF BIDDER/PROPOSER/OFFEROR IS A PARTNERSHIP(S), COMPLETE THE FOLLOWING:

NAMES OF PARTNERS OR PRINCIPALS

LEGAL RESIDENCE

IF BIDDER/PROPOSER/OFFEROR IS A CORPORATION(S), COMPLETE THE FOLLOWING:

NAME

LEGAL RESIDENCE

President

Secretary

Treasurer

NAME

LEGAL RESIDENCE

President

Secretary

Treasurer

Bidder's Identifying Data (If this is a joint bid, please list each bidder participant)

Bidder _____
(Name of person, firm or corporation)

Address _____
(Street)

(City, State, Zip)

Telephone _____

Bidder _____
(Name of person, firm or corporation)

Address _____
(Street)

(City, State, Zip)

Telephone _____

Bidder _____
(Name of person, firm or corporation)

Address _____
(Street)

(City, State, Zip)

Telephone _____

I HEREBY CERTIFY ON BEHALF OF THE BIDDER THAT THE INFORMATION PROVIDED HEREIN IS COMPLETE AND ACCURATE:

Bidder: _____
(Name)

Signature: _____
(Corporate Officer and/or Authorized Individual)

Name: _____ Title: _____

This certification must be signed by *each* bidder participant. Please submit additional signature pages, as necessary.

SCHEDULE XIV – MACBRIDE CERTIFICATION

**NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND: MACBRIDE FAIR
EMPLOYMENT PRINCIPLES**

In accordance with Section 165(5) of New York's State Finance Law, the Bidder/Proposer/Offeror, by submission of its bid/proposal/offer, certifies that it or any individual or legal entity in which the Bidder/Proposer/Offeror holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership in the Bidder/Proposer/Offeror, either: (check one)

_____ (1) Has no business operations in Northern Ireland; or

_____ (2) Shall make lawful steps in good faith to conduct any business operations that it has in Northern Ireland in accordance with the MacBride Fair Employment Principles, relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such principles.

Name of Bidder/Proposer/Offeror

Signature of Authorized Representative

Date

SCHEDULE XV – DISCLOSURE FORM FOR POTENTIAL CONFLICT OF INTEREST

Full Name of Person Submitting Report:

Title:

Date:

Contract Number(s) to which this report applies:

LIRR Contract #6240

Name of Contractor:

A personal conflict of interest would arise when any of the following parties has a financial or other interest in the entity selected for award: a) an employee, officer board member, or agent b) any member of his or her immediate family; c) his or her partner; or d) an organization that employs or intends to employ any of the above.

An organizational conflict of interest means that because of other activities, relationships or contracts, a contractor is unable or potentially unable to render impartial assistance or advice to LIRR; a contractor’s objectivity in performing the contract work is or might be otherwise impaired; or a contractor has an unfair competitive advantage.

In your own words, describe in detail the circumstances which may constitute a personal or organizational conflict of interest including, but not limited to, participation by Contractor and/or Design Subcontractor or an employee thereof in the preparation of technical specifications and/or reference documents included in the Conceptual Design Package included with the Contract Documents.

A: Possible Personal Conflicts of Interest

B: Possible Organizational Conflicts of Interest

If there are no circumstances, to the best of your knowledge, which may constitute a personal or organizational conflict of interest please indicate same by placing an "X" on the line provided below:

SCHEDULE XVI – NEW YORK STATE PUBLIC AUTHORITIES LAW
SECTION 1269 CERTIFICATION

1. Contractor shall comply with the requirements of Section 1269–g of the Public Authorities Law, as amended and supplemented, and with rules and regulations that LIRR and/or the Metropolitan Transportation Authority (MTA) may adopt pursuant to Section 1269–g(6).
2. No later than ninety (90) days from the effective date of this Contract, the Contractor shall file with LIRR a certification signed by an officer of Contractor and sworn to under penalties of perjury that Contractor has complied with Section 1269–g by posting and distributing the information specified in Section 1269–g(2) in the manner required by Section 1269–g(1). Such certification shall include a copy of the information that the Contractor posted and distributed, and a description of how that it has been posted and distributed.
3. At such time as LIRR and/or the Authority have posted on their public internet websites, currently www.lirr.org and www.mta.info, sample statements, displays and other materials that provide the information required by Section 1269-g, Contractor may use LIRR’s and/or the Authority’s sample statements, displays and other materials in complying with Section 1269-g. Until LIRR and/or the Authority have posted such information, it is Contractor’s responsibility to accurately and completely prepare and communicate the required information. The required information consists of the following:
 - (a) the telephone numbers and addresses to report information of fraud or other illegal activity to the appropriate officers of the Metropolitan Transportation Authority inspector general and the Attorney General of New York;
 - (b) a description in detail of conduct prohibited by Section 189 of the State Finance Law, and the role of that act in preventing and detecting fraud and abuse in work paid for by LIRR and/or the Authority or with funds originating from LIRR and/or the Authority;
 - (c) 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
 - (d) a description of the prohibitions on employer retaliation against persons who file or assist actions under Article 13 of the State Finance Law (the New York False Claims Act) pursuant to Section 191 of the State Finance Law, or who report illegal conduct that threatens the health or safety of the public pursuant to Section 740 of the labor law.
4. The Contractor shall insert into every first-tier Subcontract, and require the insertion into all lower-tier Subcontracts, a provision requiring each Subcontractor to comply with the requirements of Section 1269–g of the Public Authorities Law, as amended and supplemented, and with any statements, displays and other materials, and rules and

regulations that the Authority may adopt pursuant to Section 1269-g(6) and requiring that, no later than ninety (90) days from the effective date of each Subcontract, each Subcontractor file with the Contractor a verified statement from such Subcontractor certifying that such Subcontractor has complied with Section 1269-g by posting and distributing the information specified in Section 1269-g(2) in the manner required by Section 1269-g(1). The verified statement shall include a copy of the information that such Subcontractor posted and distributed.

5. No later than ninety (90) days from the effective date of each Subcontract of any tier, the Contractor shall file with LIRR a certification signed by an officer of Subcontractor and sworn to under penalties of perjury certifying that such Subcontractor has complied with Section 1269-g by posting and distributing the information specified in Section 1269-g(2) in the manner required by Section 1269-g(1). Such certification shall include a copy of the information that the Contractor posted and distributed and a description of how that information has been posted and distributed.
6. Material compliance by the Contractor with these provisions of the Contract and with Section 1269-g shall be a material condition of payment. The Contractor shall insert into every first-tier Subcontract, and require the insertion into all lower-tier Subcontracts, a provision stating that material compliance by a Subcontractor with Section 1269-g shall be a material condition of payment. Each request for payment submitted by the Contractor shall include a certification signed by an officer of Contractor and sworn to under penalties of perjury certifying that Contractor and every Subcontractor has continued to comply with the requirements of Section 1269-g of the Public Authorities Law, as amended and supplemented, and with any statements, displays and other materials, and rules and regulations that the Authority may adopt pursuant to Section 1269-g(6).

REFER TO NEW YORK STATE PROVISIONS FOR ADDITIONAL INFORMATION

By: _____
(Signature of Person Certifying) (Date Signed)

Print Name: _____

Print Title: _____

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

Address: _____

Business Phone No.: _____

SCHEDULE XVII – IRAN DIVESTMENT ACT CERTIFICATION

Pursuant to New York State Finance Law § 165–a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site a list of persons who have been determined to engage in investment activities in Iran (“the List”), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, LIRR may not enter into or award a contract unless it obtains a certification from a Bidder/Proposer, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, LIRR may consider entering into a contract, on a case by case basis if the Bidder/Proposer checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five (45) days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

By checking the applicable box below, the Bidder/Proposer, _____

(Name of Bidder/Proposer)

certifies as follows:

- a. Certification that the Bidder/Proposer is not on the List:** Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law, or,
- b. Certification that the Bidder’s/Proposer’s investment in Iran is ceasing:** The person cannot make the certification in Subparagraph a, above, but asks LIRR to consider them for award of the Contract by certifying, under penalty of perjury, that the person’s investment activities in Iran were made before April 12, 2012; the person’s investment activities in Iran have not been expanded or renewed after April 12, 2012; and the person has adopted publicized and is implementing a formal plan to cease its investment activities in Iran and to refrain from engaging in any new investments in Iran.

Signature of Person with Authority
To Sign on Bidder/Proposer’s Behalf

Print Name and Position

SCHEDULE XVIII – PROPOSER'S ACKNOWLEDGMENT

1.0 The Proposer, _____
(Insert full legal name, including state of formation if applicable)

acknowledging that it has satisfied itself as to the nature, location and site conditions of the Work, and carefully examined all of the Contract Documents, offers to perform for the Railroad all the Work described in said Contract Documents in strict conformity with each and every provision of said Contract Documents at the price(s) set forth in Schedule XXVI and within the time(s) set forth in the Contract Documents.

2.0 The Proposer acknowledges that upon default in its commitment pursuant to its Proposal and without further notice to the Proposer, the Railroad may proceed to execute a contract with any of the original Proposers as the Railroad considers to be in its best interest, or may invite further bids, and the Proposer shall thereupon, in either case, be liable to the Railroad for all loss and damages sustained by the Railroad by reason of such default of the Proposer.

3.0 The Railroad may also incur damage by reason of ultimately entering into a contract for the Work at a higher price than that offered by the Proposer. In such event, the Proposer shall be liable to the Railroad for the excess of the amount of the gross sum bid price ultimately accepted by the Railroad over the gross sum bid price of the Proposer.

4.0 Remedies provided herein are not exclusive and are in addition to any other rights and remedies provided by law and/or these Contract Documents.

5.0 Further, upon submission of this bid, the Proposer acknowledges and agrees to the following:

6.0 The offer made by the Proposer shall be irrevocable for one-hundred-eighty (180) Calendar Days after the date the Price Proposal or any Best and Final Offer is submitted to the Railroad, whichever is later, without regard to any bid rejection, conditional acceptance or counter offer.

7.0 The Railroad reserves the right to require the Proposer, prior to the award of the Contract, to submit financial statements and experience data in a form and content satisfactory to the Railroad, and to be questioned thereon, in order to enable the Railroad to determine whether the undersigned is financially and technically responsible to perform the Work. Failure to comply with these requirements may preclude the award of the Contract to the Proposer.

8.0 As provided in the General Provisions GP 4.02 titled, New York State and Local Taxes, the Proposer understands that it shall not, and represents that it has not included in the price(s) set forth in the bid any amount on account of possible State of New York sales or compensating use taxes on the sale or transfer to it of any personal property which will become an integral component part of the Work.

9.0 Upon acceptance of this Proposal, as evidenced by the issuance to the Proposer of the Notice of Award, a valid and binding Contract shall thereby be created. The undersigned hereby binds itself to acknowledge the Contract and to return an executed copy of the Notice of Award to the Railroad, along with the required bonds in the same form as those included in this Contract, insurances, accompanied by a current Certificate of Qualification pursuant to Section 1111 of the Insurance Law, and other documents as may be required by the Railroad, within fifteen (15) days of the receipt of such Notice of Award, subject only to delays resulting from the issuance of a court order or other legal compulsion expressly preventing the undersigned from performing such act. The Railroad shall advise if the bonds and insurances submitted are satisfactory. The amount of each bond shall be for 50% of the award amount for the Work and remain in effect for the life of the Contract and as further detailed below. The proposed surety must be a corporate surety licensed to do business in the State of New York and in good standing under the laws of the State with an approved capacity to exceed the total amount of the bid.

The bond(s) shall not be cancelled until the statutory time within which liens may be filed by subcontractors, laborers and material suppliers has expired, nor until the Contractor has, in the Railroad's sole discretion, otherwise satisfactorily complied with the terms of this Contract. The required forms of these bonds are in General Provisions GP 6.02.

- 10.0 The Railroad reserves the right to waive informalities in or to reject any and all bids, as it may determine in its sole and absolute discretion.
- 11.0 A protest of any contemplated or actual award by a Proposer shall be submitted in accordance with the latest issue of the Railroad's Protest Procedure, a copy of which may be obtained upon written request to the Procurement Officer.

SCHEDULE XIX – PROPOSER’S SIGNATURE AND CERTIFICATE OF AUTHORITY

1.0 EACH PROPOSER, MUST SIGN BELOW TO VALIDATE ITS PROPOSAL.

IN WITNESS WHEREOF, the undersigned hereby certifies that she/he has read the entire Contract Documents, including Contractor’s Proposal Section, and all entries made on each Schedule, all supplemental data and each written understanding, agreement, offer, acknowledgment, and words of like import prepared and furnished by or on behalf of the Proposer, and attests that it is accurate and the Proposer is bound thereby.

Officer, Agent or Partner Name & Title	(Exact name of individual, firm or corp.)
	(Type or Print)
Officer, Agent or Partner	(Signature)
Date:	

2.0 THE FOLLOWING SHALL ALSO BE COMPLETED IF THE PROPOSER IS A CORPORATION:

I, the undersigned, as Secretary to the corporation submitting the foregoing proposal/bid, hereby certify that under and pursuant to the bylaws and resolution of said corporation, each officer who has signed such proposal/bid on behalf of the corporation, is fully and completely authorized to do so.

(CORPORATE SEAL)

Secretary _____
(Signature)

Secretary _____
(Type or Print Name and Title)

TECHNICAL PROPOSAL SCHEDULES

CONTRACT #6240

Design-Build Services for LIRR Expansion Project from Floral Park to Hicksville

<u>Schedule</u>	<u>Description</u>
Schedule XX	Past Project Description
Schedule XXI	Past Performance
Schedule XXII	Awards, Citations and/or Commendations
Schedule XXIII	Safety Questionnaire
Schedule XXIV	Form MWDBE-21 Diversity Practices Questionnaire
Schedule XXV	Form MWDBE-4 Employment Opportunity Policy Statement

SCHEDULE XX – PAST PROJECT DESCRIPTION

FORM E - 1 PAST PROJECT DESCRIPTION

Complete a copy of Form E-1 for each prior project to be described.

PROPOSER						
Name of firm						
Role of firm	Principal Participant:		Designer:		QC:	
	Other (describe):					
Experience (years)	Rail:		Roadways:		Bridges:	
Rail Specialty	Track/Special Trackwork:		Communications & Signal:		Power:	
DESCRIPTION OF PRIOR PROJECT						
Name of project						
Location						
Brief description						
Nature of work for which firm was responsible						
Brief description of site conditions						
List any awards or citations received by the project						
Client details (owner / agency/ contractor etc)	Client Name					
	Address					
	Contact name					
	Telephone					
	Contract Reference #					
Contract value: (US\$)		Final value (US\$):				
% of total work done by Firm:		Commencement date:				
Planned completion date:		Actual completion date:				
Amount of claims: (US\$)		Any litigation? (state yes or no)				

SCHEDULE XXI – PAST PERFORMANCE

FORM PP PAST PERFORMANCE

For each firm, complete a copy of Form PP (all tables). Insert additional rows to any table below, if needed.

Form PP Table 1 AWARDS, CITATIONS and COMMENDATIONS			
NAME OF PROPOSER			
NAME OF FIRM			
Name of award, etc and name of awarding Body	Year received	Project name and project location	Work for which award, etc was received

Form PP Table 2 LITIGATION, CLAIMS, DISPUTE PROCEEDINGS and ARBITRATION				
NAME OF PROPOSER				
NAME OF FIRM				
Project name	Owner / agency / entity that initiated the action	Brief statement of the issue	Resolution / outcome / or outstanding	Current owner details: Contact Name/Phone/Email

Form PP Table 5 DISCIPLINARY ACTION		
NAME OF PROPOSER		
NAME OF FIRM		
Project name	Description of action taken	Current owner details: Contact Name/Phone/Email

Form PP Table 6 NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE		
NAME OF PROPOSER		
NAME OF FIRM		
Status of firm's submission of vendor responsibility questionnaire	Confirm Yes or No	State whether submitted to the Railroad or other
A New York State vendor responsibility questionnaire has recently been submitted to the Railroad or another agency, prior to the Proposal Deadline		
A current New York State vendor responsibility questionnaire is already on file with the Railroad or another agency		

SCHEDULE XXII – AWARDS, CITATIONS AND/OR COMMENDATIONS

SCHEDULE XXIII – SAFETY QUESTIONNAIRE

FORM S SAFETY QUESTIONNAIRE

Form S Table 1 shall be completed by the Proposer for the Key Personnel indicated.
A copy of Form S Table 2 shall be completed for each firm.

Form S Table 1 SAFETY QUESTIONNAIRE FOR PROPOSER						
NAME OF PROPOSER						
To be completed by the Proposer. Indicate the safety record on the most recent project to which the indicated Key Personnel were assigned.						
KEY PERSONNEL	NAME OF MOST RECENT PROJECT	Total hours by all employees on that project (hours)	Number of lost workday cases on that project (number)	Number of restricted workday cases on that project (number)	Number of cases with medical attention only, on that project (number)	Number of fatalities on that project (number)
Project Executive						
Project Manager						
General Superintendent						
Chief Safety Officer						

Form S Table 2 SAFETY QUESTIONNAIRE FOR EACH FIRM					
NAME OF PROPOSER					
NAME OF FIRM					
ITEM 1 Provide the following information for the past 3 years:		2014	2015	2016	
Total number of employee hours worked (hours) Do not include non-work time, even though paid.					
Number of lost workday cases (number)					
Number of restricted workday cases (number)					
Number of cases with medical attention only (number)					
Number of fatalities (number)					
ITEM 2 (Insert additional rows if needed)					
Are internal accident reports and report summaries sent to management? To what levels of management are accident reports/summaries sent, and how frequently?					
Management level	Sent?		If yes, frequency sent:		
	NO	YES	Monthly	Quarterly	Annually
ITEM 3					
Do you hold site meetings for supervisors?		YES:		NO:	
How often do you hold site meetings for supervisors?					
Weekly:		Twice a month:		Monthly:	
				Other (specify):	
ITEM 4					
Do you conduct Project Safety Inspections?		YES:		NO:	
How often do you conduct Project Safety Inspections?					

Form S Table 2 SAFETY QUESTIONNAIRE FOR EACH FIRM							
NAME OF PROPOSER							
NAME OF FIRM							
Weekly:		Twice a month:		Monthly:		Other (specify):	
ITEM 5							
Does the firm have a Written Safety Program?				YES:		NO:	
ITEM 6							
Does the firm have an Orientation Program for new hires?				YES:		NO:	
If yes, what safety items are included in the Orientation Program for new hires? (describe below)							
ITEM 7							
Does the firm have a program for newly hired foremen and newly promoted foremen?				YES:		NO:	
If yes, does the program for newly hired or promoted foremen include the following topics?							
Safety work practices				YES:		NO:	
Safety supervision				YES:		NO:	
On-site meetings				YES:		NO:	
Emergency procedures				YES:		NO:	
Accident investigation				YES:		NO:	
Fire protection and prevention				YES:		NO:	
New worker orientation				YES:		NO:	
ITEM 8							
Does the firm hold safety meetings that extend to site laborer level?				YES:		NO:	
If yes, how often do you hold safety meetings that extend to site laborer level?							

Form S Table 2 SAFETY QUESTIONNAIRE FOR EACH FIRM							
NAME OF PROPOSER							
NAME OF FIRM							
Daily:		Weekly:		Twice a month:		Other (specify):	
ITEM 9							
Does the firm hold safety meetings prior to engaging in field activities near the construction work site(s)?				YES:		NO:	
If yes, how often do you hold safety meetings that extend to field activities level?							
Daily:		Weekly:		Twice a month:		Other (specify):	

ITEM 10	2014	2015	2016
Provide the following information for the past 3 years:			
EMR for the current insurance policy:			
EMR for the previous insurance policy (if required):			
EMR for the previous insurance policy (if required):			

Form S Table 2 SAFETY QUESTIONNAIRE FOR EACH FIRM

NAME OF PROPOSER

NAME OF FIRM

If the EMR rate exceeds 1.0 for the most recent year provided, a written explanation, limited to one page, attached to this form, shall be provided and the two previous years EMRs shall be provided by the Workers Compensation Insurance Carrier. The written explanation shall include current safety program and training initiatives directed towards minimizing future work related injuries.

For Firms that do not have an EMR, due to work experience outside the US, a frequency rate table or accident incident rate or similar statistics shall be provided indicating the safety record over the last five years.

Each firm must all submit a letter from their current workers compensation insurance carrier stating the expiration date of the policy and the current EMR rate. The letter is to be attached to this form.

ITEM 11

Provide the following OSHA Specific Information:

A) Within the last 2 years, has the proposer received any citations classified by OSHA as being (1) serious, (2) willful and/or (3) repeat violations where your company operates? If yes, attach a copy of each such citation and violation.	YES:		NO:	
B) Has the proposer experienced any work-related fatalities within the last five years?	YES:		NO:	
C) Has the proposer had any citations issued by OSHA as a result of work related fatalities within the past 5 years?	YES:		NO:	
D) Is the proposer under investigation for any work-related fatalities?	YES:		NO:	

If your answer is "yes" to 11(b), (c) or (d), provide a copy of the citation(s), list of number(s) of fatalities and documented explanation of the fatality.

SCHEDULE XXIV – FORM MWDBE-21 DIVERSITY PRACTICES QUESTIONNAIRE

Diversity Practices Questionnaire

I, _____, as _____ (title) of _____ firm or company (hereafter referred to as the company), swear and/or affirm under penalty of perjury that the answers submitted to the following questions are complete and accurate to the best of my knowledge:

1. Does your company have a Chief Diversity Officer or other individual who is tasked with supplier diversity initiatives? Yes or No

If Yes, provide the name, title, description of duties assigned to the position and evidence of initiatives performed by this individual or individuals.

2. What percentage of your company's gross revenues (from your prior fiscal year) was paid to New York State certified minority and/or women-owned business enterprises as subcontractors, suppliers, joint-venturers, partners or other similar arrangement for the provision of goods or services to your company's clients or customers?

3. What percentage of your company's overhead (i.e. those expenditures that are not directly related to the provision of goods or services to your company's clients or customers) or non-contract-related expenses (from your prior fiscal year) was paid to New York State certified minority- and women-owned business enterprises as suppliers/contractors?¹

4. Does your company provide technical training² to minority- and women-owned business enterprises? Yes or No

If Yes, provide a description of such training which should include, but not be limited to, the date the program was initiated, the names and the number of minority- and women-owned business enterprises participating in such training, the number of years such training has been offered and the number of hours per year for which such training occurs.

5. Is your company participating in a government approved minority- and women-owned business enterprises focused mentor protégé program?

If Yes, identify the governmental mentoring program in which your company participates and provide evidence demonstrating the extent of your company's commitment to the governmental mentoring program.

6. Does your company include specific quantitative goals for the utilization of minority- and women-owned business enterprises in its non-government procurements? Yes or No

If Yes, provide a description of such non-government procurements (including time period, goal, scope and dollar amount) and indicate the percentage of the goals that were attained.

¹ Do not include onsite project overhead.

² Technical training is the process of teaching employees how to more accurately and thoroughly perform the technical components of their jobs. Training can include technology applications, products, sales and service tactics, and more. Technical skills are job-specific as opposed to soft skills, which are transferable.

7. Does your company have a formal minority- and women-owned business enterprises supplier diversity program? Yes or No

If Yes, provide documentation of program activities and a copy of policy or program materials.

8. Does your company plan to enter into partnering or subcontracting agreements with New York State certified minority- and women-owned business enterprises if selected as the successful respondent? Yes or No

If Yes, complete the attached Utilization Plan

All information provided in connection with the questionnaire is subject to audit and any fraudulent statements are subject to criminal prosecution and debarment.

Signature of Owner/Official _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

STATE OF _____)

COUNTY OF _____) ss:

On the _____ day of _____, 201_, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this certification and said person executed this instrument.

Notary Public

SCHEDULE XXV – FORM MWDBE-4 EMPLOYMENT OPPORTUNITY POLICY STATEMENT

FORM A

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

M/WBE AND EEO POLICY STATEMENT

I, _____, the (awardee/Consultant) _____ agree to adopt the following policies with respect to the project being developed or services rendered at _____

M/WBE This organization will and will cause its Consultants and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE Consultant associations.
(2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
(3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
(4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE Consultants to enhance their participation.
(5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. The Consultant will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
(6) Ensure that payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation, if feasible.

EEO (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members 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 work force on state contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized 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 this organization's obligations herein.

(d) The Consultant shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The Consultant and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract

Agreed to this ____ day of _____, 2_____

By _____

Print: _____ Title: _____

_____ is designated as the Minority Business Enterprise Liaison responsible for administering the Minority and Women-Owned Business Enterprises- Equal Employment Opportunity (M/WBE-EEO) program.

M/WBE Contract Goals

_____30% Minority and Women's Business Enterprise Participation

_____ % Minority Business Enterprise Participation

_____ % Women's Business Enterprise Participation

PRICE PROPOSAL SCHEDULES

<u>Schedule</u>	<u>Description</u>
Schedule XXVI	Price Proposal
Schedule XXVII	Total Price Breakdown
Schedule XXVIII	Steel Components
Schedule XXIX	Surety Letter
Schedule XXX	Insurance Company Letter of Commitment

SCHEDULE XXVI – PRICE PROPOSAL

NOTICE: Proposals must be made on this form. All of the Price Proposal must be submitted. ADDENDA THAT CHANGE ANY PART OF THE PRICE PROPOSAL MUST BE ATTACHED HERETO, OR THE CHANGES OTHERWISE CLEARLY INCORPORATED HEREIN. RECEIPT OF ALL ADDENDA MUST BE ACKNOWLEDGED ON THE SCHEDULE PROVIDED. The Long Island Rail Road Company (LIRR), in its sole and absolute discretion, may treat a failure to annex or acknowledge receipt of Addenda or to attach any part of the Price Proposal as a minor informality where the Addenda or portion of the Price Proposal, as the case may be, is determined by LIRR not to be material in nature. LIRR reserves the right, in its sole and absolute discretion, to waive minor informalities in any Proposal, or to reject any or all Proposals. Execution of Price Proposal must be made in paragraph 6 below.

To: The Long Island Rail Road Company:

1. The undersigned Proposer

* _____

in pursuance of the purpose, according to the terms therefore, to enter into a contract with LIRR for Design-Build Services for the LIRR Expansion Project From Floral Park to Hicksville, CONTRACT NO. 6240, and to perform all the Work in the accordance with the Contract Documents for the amount specified in the Proposal Price or as otherwise provided in the Contract.

*The Proposer’s name must be inserted here. If the Proposal is submitted by a corporation, the full legal title must be given here and a certified copy of the certificate of incorporation must be submitted, together with the names and addresses of the directors and principal officers. If the Proposer is a foreign corporation, proof must also be submitted of its authority to transact business in the State of New York. In case the Proposer has already filed such papers with LIRR in connection with another proposal he may so state and may omit such papers in this instance. If the Price Proposal be submitted by a partnership, the above blank must be filed in the following form: “the firm of A.B. & Co., composed of A., B., C., D., etc. (giving the names of all the partners).”

2. It is understood that LIRR reserves the right to make changes in the Project which either increase or decrease the amount of the Work to be done by the Contract pursuant to the General Provisions entitled Changes to the Contract.

3. Price:

- (a) The PRICE PROPOSAL must be completely filled out by the Proposer.
- (b) The Proposal Price must be filled out both in words and figures. In case of any discrepancy between the two, the price in words will generally be taken as the proposal price.

- (c) The Proposer hereby affirms that its Proposal is held open and not revocable for a period of **one-hundred-eighty (180) days** from the date the Price Proposal or any Best and Final Offer is submitted to the Railroad, whichever is later, without regard to any negotiations, counter offers or rejections. This period may be extended by mutual consent of both parties as evidenced in writing by signing a separate written agreement to that effect.

4. Price Certification:

Proposer's Name*

(Insert full legal name)

* The Proposer's name must be inserted here. If the Proposal is submitted by a corporation, an affidavit must be submitted with the Proposal showing the names and addresses of the director and principal officers. If the Proposal is submitted by a firm, the above blank must be filled in the following form: "the firm A. B. & Co., composed of A., B., C., D., etc." (giving the names of all the partners).

The following firm fixed prices apply to all the required Work under the Contract No. 6240, including the furnishing of all superintendence, supervision, labor, materials, tools, equipment, utilities, permit fees and all other costs, in accordance with the Contract Documents.

The Proposal Price, as increased or decreased pursuant to any specific provisions of the Contract Documents, shall be the full and sole compensation for the performance of the Work.

The proposed cost(s) for the following work shall also be provided.

I. PRICE PROPOSAL: CONTRACT WORK

Proposal price is to be filled out both in words and in figures (provide price with PL Insurance Option 1).

\$

(Lump Sum Fixed Price in Numbers):

.....

.....

.....dollars

and.....cents.

\$ _____ (in figures).

Note: Proposer shall provide SCHEDULE XXVII TOTAL PRICE BREAKDOWN.

5. By submission of this Proposal, the Proposer and each person signing on behalf of the Proposer certifies, and in the case of a joint Proposal, each party thereto, certifies as to its own organization, as required by Section 2878 of the Public Authorities Law of the State of New York, under penalty of perjury, that:

- (a) The price(s) 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 Proposer or with any competitor;
- (b) Unless otherwise required by law, the price(s) which have been quoted in this Proposal have not been knowingly disclosed by the undersigned and will not knowingly be disclosed by the undersigned prior to Proposal opening, and public disclosure of proposals, directly or indirectly, to any other Proposer or to any competitor;
- (c) No attempt has been or will be made by the undersigned to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

A Proposal shall not be considered for award nor shall any award be made where (a), (b) and (c) above have not been complied with; provided, however, that if in any case the Proposer cannot make the forgoing certification, the Proposer shall so state and shall furnish with the Proposal a signed statement which sets forth in detail the reasons therefore.

Where (a), (b), and (c) above have not been complied with, the Proposal shall not be considered for award nor shall any award be made unless the Procurement Officer or his designee determines that such disclosure of price information or proposal information was not made for the purpose of restricting competition.

The fact that a Proposer (1) has published price lists, rates, or tariffs covering items being procured, (2) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (3) has sold the same items to other customers at the same prices being proposed, does not constitute, without more information, a disclosure within the meaning of 5(a), 5(b), and 5(c) of this Schedule.

6. Execution of Price Proposal. Proposer is to complete and sign before a Notary Public or Commissioner of Deeds the following Affidavit of Verification section.

Proposer's Full Legal Name

Address

Telephone Number:

Fax Number:

Name and Title of Person Executing the Price Proposal:

STATE OF _____)
)ss:
COUNTY OF _____)

The undersigned being duly sworn says, (a) I am duly authorized by the Proposer to execute this Price Proposal; (b) I have examined all parts of the Contracts Documents and this Proposal and hereby certify that the foregoing Price Proposal is in all respect true and correct and (c) the Proposer hereby authorizes LIRR to make any necessary examination or inquiry in order to make a determination as to the qualification and responsibility of the proposer, as well as the authority of the person executing the Price Proposal.

(CORPORATE SEAL)

(Signature of Person Executing Price Proposal)

Sworn to before me this
_____ day of _____, 20__.

Notary Public

SCHEDULE XXVII – TOTAL PRICE BREAKDOWN

SCHEDULE OF VALUES



PNTZ LIRR Main Line Expansion Project

Contract #6240

Contractor: _____

Bid Date: _____

CBS Code	Description	Labor Cost (\$)	Material Cost (\$)	Equipment Cost (\$)	Total Cost (\$) With PL Insurance Option 1	Total Cost (\$) With PL Insurance Option 2
PNTZ LIRR MAIN LINE EXPANSION PROJECT - CONTRACT #6240 - SCHEDULE 27 TOTAL PRICE BREAKDOWN						
1	STATIONS					
1.1	SECTION 1 - Construction Activities in the Vicinity of Floral Park Station					
1.1.1	Floral Park Station				\$	\$
1.2	SECTION 2 - Construction Activities in the Vicinity of New Hyde Park Station					
1.2.1	New Hyde Park Station				\$	\$
1.3	SECTION 3 - Construction Activities in the Vicinity of Merillon Station					
1.3.1	Merillon Avenue Station				\$	\$
1.4	SECTION 4 - Construction Activities in the Vicinity of Mineola Station					
1.4.1	Mineola Station				\$	\$
1.5	SECTION 5 - Construction Activities in the Vicinity of Carle Place Station					
1.5.1	Carle Place Station				\$	\$
1.6	SECTION 6 - Construction Activities in the Vicinity of Westbury Station					
1.6.1	Westbury Station				\$	\$
1.7	SECTION 7 - Construction Activities in the Vicinity of Hicksville Station					
1.7.1	Hicksville Station				\$	\$
2	GRADE CROSSING ELIMINATION					
2.1	SECTION 1 - Construction Activities in the Vicinity of Floral Park Station	NO GRADE CROSSING WORK				
2.2	SECTION 2 - Construction Activities in the Vicinity of New Hyde Park Station					
2.2.1	Covert Avenue					
2.2.1.1	Utilities				\$	\$
2.2.1.2	U/G Storm Drainage				\$	\$
2.2.1.3	Excavation, Shoring & Restoration				\$	\$
2.2.1.4	Structures – Concrete and / or Steel				\$	\$
2.2.1.5	Site Civil & Landscaping				\$	\$
2.2.1.6	Curbs, Walks, Stairs & Railings				\$	\$
2.2.1.7	Pavement & Markings				\$	\$
2.2.2	South 12th Street					
2.2.2.1	Utilities				\$	\$
2.2.2.2	U/G Storm Drainage				\$	\$
2.2.2.3	Excavation, Shoring & Restoration				\$	\$
2.2.2.4	Structures – Concrete and / or Steel				\$	\$
2.2.2.5	Site Civil & Landscaping				\$	\$
2.2.2.6	Curbs, Walks, Stairs & Railings				\$	\$
2.2.2.7	Pavement & Markings				\$	\$
2.2.3	New Hyde Park Road					
2.2.3.1	Utilities				\$	\$
2.2.3.2	U/G Storm Drainage				\$	\$
2.2.3.3	Excavation, Shoring & Restoration				\$	\$
2.2.3.4	Structures – Concrete and / or Steel				\$	\$



PNTZ LIRR Main Line Expansion Project

Contract #6240

Contractor: _____

Bid Date: _____

CBS Code	Description	Labor Cost (\$)	Material Cost (\$)	Equipment Cost (\$)	Total Cost (\$) With PL Insurance Option 1	Total Cost (\$) With PL Insurance Option 2
2.2.3.5	Site Civil & Landscaping				\$	\$
2.2.3.6	Curbs, Walks, Stairs & Railings				\$	\$
2.2.3.7	Pavement & Markings				\$	\$
2.3	SECTION 3 - Construction Activities in the Vicinity of Merillon Station	NO GRADE CROSSING WORK				
2.4	SECTION 4 - Construction Activities in the Vicinity of Mineola Station					
2.4.1	Main Street					
2.4.1.1	Utilities				\$	\$
2.4.1.2	U/G Storm Drainage				\$	\$
2.4.1.3	Excavation, Shoring & Restoration				\$	\$
2.4.1.4	Structures – Concrete and / or Steel				\$	\$
2.4.1.5	Site Civil & Landscaping				\$	\$
2.4.1.6	Curbs, Walks, Stairs & Railings				\$	\$
2.4.1.7	Pavement & Markings				\$	\$
2.4.2	Willis Avenue					
2.4.2.1	Utilities				\$	\$
2.4.2.2	U/G Storm Drainage				\$	\$
2.4.2.3	Excavation, Shoring & Restoration				\$	\$
2.4.2.4	Structures – Concrete and / or Steel				\$	\$
2.4.2.5	Site Civil & Landscaping				\$	\$
2.4.2.6	Curbs, Walks, Stairs & Railings				\$	\$
2.4.2.7	Pavement & Markings				\$	\$
2.5	SECTION 5 - Construction Activities in the Vicinity of Carle Place Station	NO GRADE CROSSING WORK				
2.6	SECTION 6 - Construction Activities in the Vicinity of Westbury Station					
2.6.1	School Street					
2.6.1.1	Utilities				\$	\$
2.6.1.2	U/G Storm Drainage				\$	\$
2.6.1.3	Excavation, Shoring & Restoration				\$	\$
2.6.1.4	Structures – Concrete and / or Steel				\$	\$
2.6.1.5	Site Civil & Landscaping				\$	\$
2.6.1.6	Curbs, Walks, Stairs & Railings				\$	\$
2.6.1.7	Pavement & Markings				\$	\$
2.6.2	Urban Avenue					
2.6.2.1	Utilities				\$	\$
2.6.2.2	U/G Storm Drainage				\$	\$
2.6.2.3	Excavation, Shoring & Restoration				\$	\$
2.6.2.4	Structures – Concrete and / or Steel				\$	\$
2.6.2.5	Site Civil & Landscaping				\$	\$
2.6.2.6	Curbs, Walks, Stairs & Railings				\$	\$
2.6.2.7	Pavement & Markings				\$	\$
2.7	SECTION 7 - Construction Activities in the Vicinity of Hicksville Station	NO GRADE CROSSING WORK				
3	SUBSTATIONS					
3.1	SECTION 1 - Construction Activities in the Vicinity of Floral Park Station					
3.1.1	SS G13				\$	\$
3.2	SECTION 2 - Construction Activities in the Vicinity of New Hyde Park Station					



PNTZ LIRR Main Line Expansion Project

Contract #6240

Contractor: _____

Bid Date: _____

CBS Code	Description	Labor Cost (\$)	Material Cost (\$)	Equipment Cost (\$)	Total Cost (\$) With PL Insurance Option 1	Total Cost (\$) With PL Insurance Option 2
3.2.2	SS G14				\$	\$
3.3	SECTION 3 - Construction Activities in the Vicinity of Merillon Station					
3.3.1	SS G15				\$	\$
3.4	SECTION 4 - Construction Activities in the Vicinity of Mineola Station					
3.4.1	SS G16				\$	\$
3.5	SECTION 5 - Construction Activities in the Vicinity of Carle Place Station					
3.5.1	SS G17				\$	\$
3.6	SECTION 6 - Construction Activities in the Vicinity of Westbury Station					
3.6.1	SS G18				\$	\$
3.6.2	SS G19				\$	\$
3.7	SECTION 7 - Construction Activities in the Vicinity of Hicksville Station					
3.7.1	SS G20				\$	\$
4	TRACK WORK					
4.1	SECTION 1 - Construction Activities in the Vicinity of Floral Park Station				\$	\$
4.2	SECTION 2 - Construction Activities in the Vicinity of New Hyde Park Station				\$	\$
4.3	SECTION 3 - Construction Activities in the Vicinity of Merillon Station				\$	\$
4.4	SECTION 4 - Construction Activities in the Vicinity of Mineola Station				\$	\$
4.5	SECTION 5 - Construction Activities in the Vicinity of Carle Place Station				\$	\$
4.6	SECTION 6 - Construction Activities in the Vicinity of Westbury Station				\$	\$
4.7	SECTION 7 - Construction Activities in the Vicinity of Hicksville Station				\$	\$
5	RAILROAD BRIDGES					
5.1	SECTION 1 - Railroad Bridge Activities in the Vicinity of Floral Park Station					
5.1.1	Floral Park Viaduct				\$	\$
5.1.2	South Tyson Avenue				\$	\$
5.1.3	Plainfield Avenue				\$	\$
5.2	SECTION 2 - Railroad Bridge Activities in the Vicinity of New Hyde Pk Station					
5.2.1	Denton Avenue				\$	\$
5.3	SECTION 3 - Railroad Bridge Activities in the Vicinity of Merillon Station					
	Nassau Boulevard				\$	\$
5.4	SECTION 4 - Railroad Bridge Activities in the Vicinity of Mineola Station					
	Glen Cove Road				\$	\$
5.5	SECTION 5 - Railroad Bridge Activities in the Vicinity of Carle Place Station					
	Meadowbrook Parkway				\$	\$
	Cherry Lane				\$	\$
5.6	SECTION 6 - Railroad Bridge Activities in the Vicinity of Westbury Station	NO RAILROAD BRIDGE WORK				
5.7	SECTION 7 - Railroad Bridge Activities in the Vicinity of Hicksville Station					
5.7.1	Hicksville Station Viaduct				\$	\$
6	POWER					
6.1	SECTION 1 - Construction Activities in the Vicinity of Floral Park Station				\$	\$
6.2	SECTION 2 - Construction Activities in the Vicinity of New Hyde Pk Station				\$	\$
6.3	SECTION 3 - Construction Activities in the Vicinity of Merillon Station				\$	\$
6.4	SECTION 4 - Construction Activities in the Vicinity of Mineola Station				\$	\$
6.5	SECTION 5 - Construction Activities in the Vicinity of Carle Place Station				\$	\$
6.6	SECTION 6 - Construction Activities in the Vicinity of Westbury Station				\$	\$



PNTZ LIRR Main Line Expansion Project

Contract #6240

Contractor: _____

Bid Date: _____

CBS Code	Description	Labor Cost (\$)	Material Cost (\$)	Equipment Cost (\$)	Total Cost (\$) With PL Insurance Option 1	Total Cost (\$) With PL Insurance Option 2
6.7	SECTION 7 - Construction Activities in the Vicinity of Hicksville Station				\$	\$
7	SIGNAL & COMMUNICATIONS					
7.1	SECTION 1 - Construction Activities in the Vicinity of Floral Park Station				\$	\$
7.2	SECTION 2 - Construction Activities in the Vicinity of New Hyde Park Station				\$	\$
7.3	SECTION 3 - Construction Activities in the Vicinity of Merillon Station				\$	\$
7.4	SECTION 4 - Construction Activities in the Vicinity of Mineola Station				\$	\$
7.5	SECTION 5 - Construction Activities in the Vicinity of Carle Place Station				\$	\$
7.6	SECTION 6 - Construction Activities in the Vicinity of Westbury Station				\$	\$
7.7	SECTION 7 - Construction Activities in the Vicinity of Hicksville Station				\$	\$
8	RETAINING AND SOUND ATTENUATION WALLS					
8.1	SECTION 1 - Construction Activities in the Vicinity of Floral Park Station				\$	\$
8.2	SECTION 2 - Construction Activities in the Vicinity of New Hyde Park Station				\$	\$
8.3	SECTION 3 - Construction Activities in the Vicinity of Merillon Station				\$	\$
8.4	SECTION 4 - Construction Activities in the Vicinity of Mineola Station				\$	\$
8.5	SECTION 5 - Construction Activities in the Vicinity of Carle Place Station				\$	\$
8.6	SECTION 6 - Construction Activities in the Vicinity of Westbury Station				\$	\$
8.7	SECTION 7 - Construction Activities in the Vicinity of Hicksville Station				\$	\$
9	RIGHT OF WAY DRAINAGE					
9.1	SECTION 1 - Construction Activities in the Vicinity of Floral Park Station				\$	\$
9.2	SECTION 2 - Construction Activities in the Vicinity of New Hyde Park Station				\$	\$
9.3	SECTION 3 - Construction Activities in the Vicinity of Merillon Station				\$	\$
9.4	SECTION 4 - Construction Activities in the Vicinity of Mineola Station				\$	\$
9.5	SECTION 5 - Construction Activities in the Vicinity of Carle Place Station				\$	\$
9.6	SECTION 6 - Construction Activities in the Vicinity of Westbury Station				\$	\$
9.7	SECTION 7 - Construction Activities in the Vicinity of Hicksville Station				\$	\$
10	PARKING					
10.1	SECTION 1 - Construction Activities in the Vicinity of Floral Park Station	NO PARKING WORK				
10.2	SECTION 2 - Construction Activities in the Vicinity of New Hyde Park Station					
10.2.1	New Hyde Park Road (Surface Lot)				\$	\$
10.3	SECTION 3 - Construction Activities in the Vicinity of Merillon Station	NO PARKING WORK				
10.4	SECTION 4 - Construction Activities in the Vicinity of Mineola Station					
10.4.1	Second Street, Mineola				\$	\$
10.4.2	Harrison Avenue, Mineola				\$	\$
10.4.3	Main Street Kiss-n-Ride, Mineola				\$	\$
10.5	SECTION 5 - Construction Activities in the Vicinity of Carle Place Station	NO PARKING WORK				
10.6	SECTION 6 - Construction Activities in the Vicinity of Westbury Station					
10.6.1	Westbury South				\$	\$
10.6.2	Westbury North				\$	\$
10.6.3	School Street Park-n-Ride				\$	\$
10.7	SECTION 7 - Construction Activities in the Vicinity of Hicksville Station					
10.7.1	Hicksville				\$	\$
11	RIGHT OF WAY UTILITY RELOCATION					
11.1	SECTION 1 - Construction Activities in the Vicinity of Floral Park Station				\$	\$
11.2	SECTION 2 - Construction Activities in the Vicinity of New Hyde Park Station				\$	\$

SCHEDULE XXVIII – STEEL COMPONENTS

Pursuant to the provisions of Section 2603-a of the New York Public Authorities Law relating to domestic and foreign steel, the Proposer shall state in the space provided below, that part of the Proposal, if any, which represents the cost of domestic steel components and that part of the Proposal, if any, which represents the cost of foreign steel components.

Cost of Domestic Steel Components:

_____ complete
(price in numbers)

_____ complete
(price in words)

Cost of Foreign Steel Components:

_____ complete
(price in numbers)

_____ complete
(price in words)

If the Proposer fails to provide the pricing data required above, the Railroad will assume that the Proposal is based on the use of domestic steel products. **IN SUCH CASE, IF SUCH PROPOSER IS AWARDED THE CONTRACT, IT WILL BE REQUIRED TO FURNISH DOMESTIC STEEL PRODUCTS AT THE PRICE PROPOSED.**

Date _____

Signature _____

Title _____

Company Name _____

SCHEDULE XXIX – SURETY LETTER

The Proposer shall obtain and submit with its Price Proposal evidence of Proposer's ability to obtain Performance and Payment Bonds which satisfy the requirements specified in the Contract Documents.

The Proposer shall submit with its Price Proposal a letter from a surety company stating that the Proposer is capable of obtaining Performance and Payment Bonds, in the penal sum of 50% of the proposed Price, which satisfy the requirements specified in the Contract Documents. The surety company shall be rated at least A-VII by A.M. Best and Company, be listed on Treasury Department Circular 570 and be on the list of companies approved by the State of New York. The letter must specifically state that the surety company has read the RFP and has evaluated the Proposer team's backlog and work-in-progress in determining that the Proposer is capable of obtaining the required Performance and Payment Bonds. Letters indicating "unlimited" bonding/security capability are not acceptable.

SCHEDULE XXX – INSURANCE COMPANY LETTER OF COMMITMENT

The Proposer shall obtain and submit with its Technical Proposal a letter from an insurance company or companies, satisfactory the Railroad, that establishes that such insurance company or companies will issue the necessary insurance policies, or evidence of existing policies, required by the Contract Documents.

APPENDICES

Appendix A	DEFINITIONS
Appendix B	MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE PROGRAM, SUBMISSION REQUIREMENTS
Appendix C	SERVICE-DISABLED VETERANS OWNED BUSINESS PROGRAM, SUBMISSION REQUIREMENTS
Appendix D	STIPEND AGREEMENT
Appendix E	NON-DISCLOSURE AGREEMENT

APPENDIX A
DEFINITIONS

Alternative Technical Concept: A suggested change submitted by a Proposer to the basic configuration, scope or construction criteria for the Project set forth in the Contract Documents.

BAFO: Best and final offer of Proposal by a Proposer.

Design-Builder: means the Person selected pursuant to the RFP to perform the Work and executes the Design-Build Contract as Design-Builder.

Designer: means the Principal, Specialty Subcontractor or in-house designer that has primary responsibility for design services for the Project and serves as the engineer of record for the Project.

Equity Holder: means any Person holding (directly or indirectly) a 10% or greater interest in the Proposer.

Lead Contractor: means the Proposer or Principal that has primary responsibility for construction of the Project.

LIRR: The Long Island Rail Road Company, also referred to as MTA Long Island Rail Road or the Railroad.

Major Participant: means each Principal, the Designer, the Lead Contractor.

Person: means any individual or a corporation, sole proprietorship, limited liability company, joint venture, partnership or other legal entity.

Principal: means any of the following entities:

- A) the Proposer;
- B) if the Proposer is a partnership, joint venture, or limited liability company, any partner or any member of the joint venture or LLC; and/or
- C) any Equity Holder.

Project: As defined in Section 1.0 of these Instructions to Proposers.

PLA: The Project Labor Agreement dated September 17, 2013, as amended (as so amended) between the Railroad and the Building and Construction Trades Council of Nassau and Suffolk Counties.

Proposer: A Respondent to the RFQ included on the Shortlist.

Proposal: A proposal submitted by a Proposer in response to the RFP.

Proposal Deadline: Each deadline for submission of Proposals established in the RFP.

Railroad: The Long Island Rail Road Company, also referred to as MTA Long Island Rail Road.

Respondent: A firm or team that submitted an SOQ.

RFQ: The Request for Qualifications dated November 28, 2016, issued by the Railroad in connection with the Contract.

RFP: The Request for Proposals issued by the Railroad seeking Proposals for the Work.

SOQ: A Statement of Qualifications submitted to the Railroad by a Respondent.

Specialty Subcontractor: means the consultants or subcontractors, other than the Respondent and its Principals, identified to serve as the Designer. Additional subcontractors may be included in the definition of Specialty Subcontractor as used in the RFP and the Contract.

APPENDIX B

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE PROGRAM, SUBMISSION
REQUIREMENTS**

**MBE/WBE UTILIZATION PLAN FORM
(Form 15A.1)**

CONTRACT NO. and TITLE _____ TOTAL CONTRACT VALUE \$ _____

AMOUNT OF TOTAL CONTRACT PRICE THAT IS ATTRIBUTABLE TO WORK PERFORMED IN NEW YORK STATE \$ _____

INSTRUCTIONS: See Contract Documents for further information.

Name, Address, Telephone Number of MBE/WBE (including name of contact person Federal ID # 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 % of Work Performed in New York State	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 _____ AUTHORIZED SIGNATURE: _____ TITLE: _____

ADDRESS: _____ TELEPHONE NUMBER: _____

FEDERAL IDENTIFICATION NUMBER: _____ DATE: _____

**REQUEST FOR TOTAL OR PARTIAL WAIVER OF MBE/WBE GOAL(S)
PURSUANT TO PROPOSER 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 a 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; and
 - 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.
- 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:

MONTHLY MBE/WBE PARTICIPATION REPORT

(Form 15A.3)

REPORT FOR MONTH ENDING _____

INSTRUCTIONS: After the award of a contract, this Form 15A.3 must be filed by the 10th of each month to report actual participation by NYS certified MBE/WBE firms during the preceding month.

Contract Number _____	Contract Title _____	Contract Amount (as amended) _____	\$ _____
Prime Contractor _____	Contract Start Date _____	Projected Completion Date _____	MBE Goal _____ %
Total payments to Prime to date \$ _____	Total value of MBE subcontracts \$ _____	% Complete _____	WBE Goal _____ %
Total amount invoiced to date \$ _____	MBE % of Prime contract (as amended): _____ %	Total value of WBE subcontracts \$ _____	WBE % of Prime contract (as amended) _____ %
Amount of last payment to Prime \$ _____	Total MBE payments to date \$ _____	Total of WBE subcontracts \$ _____	Total of WBE payments to date: \$ _____

Date of last payment to Prime: _____

Name of MBE/WBE Subcontractor and Description of Work Performed	Work Status this Report Active, Inactive or Complete	Subcontract Start Date	Projected Completion Date	% of Work Complete	Date & Amount of Payment for this Report	Total Payments to Date	Subcontract Amount (as amended)	Copy of M/WBE Subcontract Agreement filed with MTA DDCR (Yes or No)
	<input type="checkbox"/> Active <input type="checkbox"/> Inactive <input type="checkbox"/> Complete							
	<input type="checkbox"/> Active <input type="checkbox"/> Inactive <input type="checkbox"/> Complete							
	<input type="checkbox"/> Active <input type="checkbox"/> Inactive <input type="checkbox"/> Complete							
	<input type="checkbox"/> Active <input type="checkbox"/> Inactive <input type="checkbox"/> Complete							
	<input type="checkbox"/> Active <input type="checkbox"/> Inactive <input type="checkbox"/> Complete							

IF NECESSARY, USE A SEPARATE SHEET

1. Did any of the M/WBE subcontractors rent/lease equipment from the prime contractor or an affiliate company during the report period? If yes, explain the arrangement, including a description of the equipment and the cost.
2. Did any of the M/WBE subcontractors utilize employees or former employees of the prime contractor or an affiliate company during the report period?
3. Did any of the M/WBE subcontractors subcontract any portion of its work to a non-M/WBE during the report period? If yes, explain fully.
4. Has the scope of work or the subcontract amount for any of the M/WBE subcontractors changed since the last report? If yes, explain fully.

YES NO

<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

By signing this form, the person individually and on the behalf of the Contractor represents to the MTA that the information contained herein is truthful, accurate, complete and not misleading.

AUTHORIZED SIGNATURE: _____ **TITLE:** _____ **DATE** _____

**INTENT TO PERFORM AS SUBCONTRACTOR/SUBCONSULTANT
(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 (if required to meet the goal)

Note: Pursuant to NYS Executive Law Article 15-A, MBE/WBE firms projected to participate in the MTA's MBE/WBE Program must be certified as a MBE/WBE by the Empire State Development Corporation (ESDC) in order for the firm's participation to be credited towards an MBE or WBE goal. Only firms certified by ESDC as a MBE or WBE can be utilized to meet an MBE or WBE goal.

CHECK THE APPLICABLE STATEMENT:

- The current MBE/WBE certification status of the proposed MBE/WBE has been confirmed by the Bidder/Proposer.
- The proposed MBE/WBE has submitted proof of its MBE/WBE certification to the Bidder/Proposer.

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 indicate the amount and percentage of work you intend to subcontract out to other subcontractors/vendors and the name(s) of said known 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's/proposer's being awarded contract by the MTA or any of its affiliated agencies.

_____ By _____ Date _____

Name of MBE/WBE Firm Name & Title of Authorized Signatory Signature of Authorized Representative

Please Type or Print

APPENDIX C

**SERVICE-DISABLED VETERANS OWNED BUSINESS PROGRAM, SUBMISSION
REQUIREMENTS**

SERVICE-DISABLED VETERAN-OWNED BUSINESS FORMS

SDVOB UTILIZATION PLAN

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 _____%			

FOR LIRR USE ONLY				
LIRR Authorized Signature:	<input type="checkbox"/> Accepted	<input type="checkbox"/> Accepted as Noted	<input type="checkbox"/> Notice of Deficiency	
NAME (Please Print):	SDVOB %/\$ _____	Date Received:	Date Processed:	
Comments:				

NYS CERTIFIED SDVOB SUBCONTRACTOR/SUPPLIER INFORMATION: The directory of New York State Certified SDVOBs can be viewed at:
http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf
Note: All listed Subcontractors/Suppliers will be contacted and verified by LIRR.
 SDVOB Utilization Plan – SDVOB 100 (9/16)

ADDITIONAL SHEET

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 _____%			

SDVOB Utilization Form extra (9/16)

APPLICATION FOR WAIVER OF SDVOB PARTICIPATION GOAL

(must be submitted before requesting final payment on the Contract)

Section 1: Basic Information			
Contractor's Name:		Federal Identification Number:	
Street Address:		E-Mail Address:	
City, State, Zip Code:		Telephone: () -	
Contract Number:		SDVOB CONTRACT GOALS	
		%	
Section 2: Type of SDVOB Waiver Requested			
<input type="checkbox"/>	<input type="checkbox"/>	If partial waiver, please enter the revised SDVOB percentage:	%
Please explain the reason for the waiver request:			
Section 3: Supporting Documentation			
Provide the following documentation as evidence of your good faith efforts to meet the SDVOB goals set forth in the contract and in support of your waiver application:			
<ul style="list-style-type: none"> <input type="checkbox"/> Attachment A. Copies of solicitations to SDVOBs and any responses thereto. <input type="checkbox"/> Attachment B. Explanation of the specific reasons each SDVOB that responded to Bidders/Contractors' solicitation was not selected. <input type="checkbox"/> Attachment C. Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by LIRR with certified SDVOBs whom LIRR determined were capable of fulfilling the SDVOB goals set forth in the contract. <input type="checkbox"/> Attachment D. 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. <input type="checkbox"/> Attachment E. Other information deemed relevant to the request. 			
Section 4: Signature and Contact Information			
By signing and submitting this form, the contractor certifies that a good faith effort has been made to promote SDVOB participation pursuant to the SDVOB requirements set forth under the solicitation or Contract. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, and a suspension or termination of the contract.			
Prepared By: (Signature)			Date:
Name and Title of Preparer (Print or Type)			

SDVOB Waiver Form – SDVOB 200 (9/16)

For LIRR Use Only	
Reviewed By:	Date:
Decision: <input type="checkbox"/> Full SDVOB waiver granted <input type="checkbox"/> Partial SDVOB waiver granted; revised SDVOB goal: _____ % <input type="checkbox"/> SDVOB waiver denied	
Approved By:	Date:
Date Notice of Determination Sent:	
Comments	

SDVOB Waiver Form – SDVOB 200 (9/16)

Instructions for Completing the Monthly SDVOB Compliance Report – SDVOB 101

The SDVOB Monthly Reporting Form is to be completed by the Contractor/Vendor, and submitted **by the 10th day of each month for the duration of the Contract.** This form should include **all** (e.g. SDVOB and non SDVOB) Subcontractors and/or Suppliers assigned by the Contractor/Vendor to perform work during the contract. This reporting should also include payments made by your Subcontractors and/or Suppliers to SDVOB firms.

Complete the form as specified below.

Contract No.	Indicate the LIRR Contract No.
Contractor/Vendor Name and Address	Provide your firm's name and address.
Federal ID No.	Enter your firm's Federal ID No.
Goals	Indicate SDVOB participation goals.
Reporting Period	Fill in the month and year of reporting period. One copy must be submitted with final payment application.
Description of Project	Briefly describe the work you are providing under the terms of this contract.
Firm Name and Address	Provide the name, address and phone number of all Subcontractors/Suppliers assigned by the Contractor/Vendor on this contract or purchase agreement(s).
Federal ID No.	Enter the Subcontractor's/Supplier's Federal ID No. If no Federal ID No. has been assigned, provide only the owner's last four (4) digits of his or her Social Security No.
Payment This Month	Indicate the amount paid <i>this month</i> to each Subcontractor/Supplier. If there was no income activity for a Subcontractor/Supplier, please check the box indicating "No Payment This Month."
Contract Amount	Enter the total contract amount or purchase agreement(s) amount for each Subcontractor/Supplier.
Description of Work/Supplies	Briefly describe the work performed or supplies provided by each Subcontractor/Supplier.

Submit to:

[LIRR Contact Information]

THIS DOCUMENT HAS BEEN REDACTED FOR PUBLIC DISTRIBUTION

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)

Contract No.: _____

Contractor/Vendor Name, Address and Phone No.:	Contractor/Vendor Federal ID No.:	SDVOB Goals	Reporting Period	
			Month	Year
	Description of Project:	%		
Firm Name, Address and Phone Number (List All Firms)	Description of Work or Supplies Provided	Designation	Payment This Month	Contract Amount
Federal ID No.:		<input type="checkbox"/> SDVOB <input type="checkbox"/> Supplier <input type="checkbox"/> Sub <input type="checkbox"/> Team <input type="checkbox"/> Broker <input type="checkbox"/> Other <input type="checkbox"/> Joint Venture <input type="checkbox"/> No Written Contract <input type="checkbox"/> Written Contract	<input type="checkbox"/> No Payment This Month	
Federal ID No.:		<input type="checkbox"/> SDVOB <input type="checkbox"/> Supplier <input type="checkbox"/> Sub <input type="checkbox"/> Team <input type="checkbox"/> Broker <input type="checkbox"/> Other <input type="checkbox"/> Joint Venture <input type="checkbox"/> No Written Contract <input type="checkbox"/> Written Contract	<input type="checkbox"/> No Payment This Month	
Federal ID No.:		<input type="checkbox"/> SDVOB <input type="checkbox"/> Supplier <input type="checkbox"/> Sub <input type="checkbox"/> Team <input type="checkbox"/> Broker <input type="checkbox"/> Other <input type="checkbox"/> Joint Venture <input type="checkbox"/> No Written Contract <input type="checkbox"/> Written Contract	<input type="checkbox"/> No Payment This Month	
Federal ID No.:		<input type="checkbox"/> SDVOB <input type="checkbox"/> Supplier <input type="checkbox"/> Sub <input type="checkbox"/> Team <input type="checkbox"/> Broker <input type="checkbox"/> Other <input type="checkbox"/> Joint Venture <input type="checkbox"/> No Written Contract <input type="checkbox"/> Written Contract	<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 LIRR Use Only	
			Reviewed By:	Date:

Monthly SDVOB Compliance Report – SDVOB 101 (9/16)

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 (“SDVOB”), thereby further integrating such businesses into New York State’s economy. LIRR 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 LIRR 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 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.

I. Contract Goals

- A. LIRR hereby establishes an overall goal of 6% for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Bidder/Contractor should reference the directory of New York State Certified SDVOBs found at: http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf. Questions regarding compliance with SDVOB participation goals should be directed to the LIRR Designated Contacts. Additionally, following Contract execution, Contractor 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.
- B. Contractor must document “good faith efforts” to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract (see clause IV below).

II. SDVOB Utilization Plan

- A. In accordance with 9 NYCRR § 252.2(i), Bidders are required to submit a completed SDVOB Utilization Plan on Form SDVOB 100 with their bid.
- B. The Utilization Plan shall list the SDVOBs that the Bidder intends to use to perform the Contract, a description of the work that the Bidder 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 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, 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 LIRR.

- C. LIRR will review the submitted SDVOB Utilization Plan and advise the Bidder/Contractor of LIRR acceptance or issue a notice of deficiency within 20 days of receipt.
- D. If a notice of deficiency is issued, Bidder/Contractor agrees that it shall respond to the notice of deficiency, within seven business days of receipt, by submitting to LIRR a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by LIRR to be inadequate, LIRR shall notify the Bidder/Contractor and direct the Bidder/Contractor to submit, within five business days of notification by LIRR a request for a partial or total waiver of SDVOB participation goals on SDVOB 200. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- E. LIRR may disqualify a Bidder's bid or proposal as being non-responsive under the following circumstances:
 - (a) If a Bidder fails to submit an SDVOB Utilization Plan;
 - (b) If a Bidder fails to submit a written remedy to a notice of deficiency;
 - (c) If a Bidder fails to submit a request for waiver; or
 - (d) If LIRR determines that the Bidder has failed to document good faith efforts.
- F. If awarded a Contract, Contractor 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.
- G. Contractor 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, LIRR shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

III. Request for Waiver

- A. Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall speak to the Designated Contacts at LIRR for guidance.
- B. In accordance with 9 NYCRR § 252.2(m), a Bidder/Contractor that is able to document good faith efforts to meet the goal requirements, as set forth in clause IV below, may submit a request for a partial or total waiver on Form SDVOB 200, accompanied by supporting documentation. A Bidder 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 LIRR at that time, the provisions of clauses II (C), (D) & (E) will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, LIRR shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.

- C. Contractor 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 LIRR, but must be made no later than prior to the submission of a request for final payment on the Contract.
- D. If LIRR, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (SDVOB 101) determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, LIRR may issue a notice of deficiency to the Contractor. The Contractor 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 LIRR

IV. Required Good Faith Efforts

In accordance with 9 NYCRR § 252.2(n), Contractors 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/Contractors' solicitation was not selected.
- (3) Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by LIRR with certified SDVOBs whom LIRR 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.

V. Monthly SDVOB Contractor Compliance Report

In accordance with 9 NYCRR § 252.2(q), Contractor is required to report Monthly SDVOB Contractor Compliance to LIRR 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 available on the LIRR website and should be completed by the Contractor and submitted to LIRR, by the 10th day of each month during the term of the Contract, for the preceding month's activity to: [].

VI. Breach of Contract and Damages

In accordance with 9 NYCRR § 252.2(s), any Contractor 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 shall pay damages as set forth therein.

ALL FORMS ARE AVAILABLE AT: <http://ogs.ny.gov/Core/SDVOBA.asp>

APPENDIX D
STIPEND AGREEMENT



LIRR CONTRACT #6240

**STIPEND AGREEMENT
FOR
LIRR EXPANSION PROJECT
FROM FLORAL PARK TO HICKSVILLE**

CONTRACT #6240

PROJECT: LIRR Expansion Project From Floral Park to Hicksville

THIS AGREEMENT (the “Stipend Agreement”), entered into this ___ day of _____, 2017 by the LONG ISLAND RAIL ROAD COMPANY (hereinafter referred to as the “Railroad” or “LIRR”) and _____, a _____ with its principal office located at _____.

WITNESSETH:

WHEREAS, the Railroad has issued a Request for Proposal (the “RFP”) for Contract #6240 (the “Contract”) for all Work required by the RFP Contract Documents to design and construct an expansion of the Railroad’s facilities from Floral Park to Hicksville (the “Project”); and

WHEREAS, the Proposer has submitted a proposal (the “Proposal”) in response to the RFP.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, including all of the provisions of the RFP incorporated by reference, the parties hereto agree as follows:

ARTICLE 1. PROPOSAL.

In order to be eligible for any payment under this Stipend Agreement (the “Stipend Payment”), the Railroad must first determine, in its sole discretion, that the Proposer’s administrative, technical and cost Proposal: (a) has met the requirements of the RFP and this Agreement; (b) has been prepared in an efficient and expeditious manner and in accordance with all of the terms and provisions of this Agreement; and (c) is in accordance with professional standards and with the diligence and skill expected of a company with extensive experience in the performance of work of the type described in the RFP. The Railroad reserves the right to modify the requirements of the RFP at any time.

ARTICLE 2. WORK PRODUCT AND INTELLECTUAL PROPERTY RIGHTS.

The term “Work Product” shall mean ideas and information, and the expression of ideas or information, included in the Proposal or otherwise submitted or communicated in any manner by or on behalf of the Proposer to the Railroad during the Project’s procurement process at any time prior to the awarding of the Contract. For the purposes of this Stipend Agreement, Work Product may include any technical concepts and/or technical information contained in the Proposer’s Proposal, such as, unique technology, innovation, unique uses of commercial items, design concepts and solutions, construction means and methods, project execution approach, and information that constitutes intellectual property in the Proposal. Work Product does not include

any sensitive and confidential financial information regarding the Proposer that was included in the Proposal.

By entering into this Stipend Agreement and accepting the Stipend Payment, the Proposer grants to the Railroad the perpetual, unlimited right to use or permit the use of the Work Product, inclusive of technical concepts contained therein, for any purpose, including work on the Project, without any obligation to pay any additional compensation to the Proposer.

With respect to any Work Product that incorporates intellectual property owned or developed by the Proposer, the Proposer's team members or other third parties, the Proposer represents and warrants that it has the right to grant the Railroad irrevocable, non-exclusive, perpetual, royalty-free licenses to use such intellectual property for the purposes specified herein. As of the date of this Agreement, the Proposer hereby grants such licenses to the Railroad, and agrees to indemnify and hold harmless the Railroad from any and all claims, costs, expenses, and damages of any kind resulting from infringement allegations related to the Railroad's exercise of the intellectual property rights granted herein.

The foregoing shall not be deemed a requirement for the Proposer to provide off-the-shelf software to the Railroad.

ARTICLE 3. EFFECTIVE DATE.

Unless otherwise provided herein, this Stipend Agreement shall be deemed effective as of the date hereof and shall continue in full force and effect for the duration of the Project unless sooner terminated by the Railroad, in whole or in part, in its sole discretion.

ARTICLE 4. PROVISION FOR PAYMENT.

A) As consideration for the Work Product discussed in Article 2, above, the Railroad shall pay a Stipend Payment in the amount of \$1,500,000 to the Proposer if the Proposer is not awarded the Contract, provided the Proposal has met the following requirements:

- 1) The Proposal is a detailed substantive technical proposal that meets or exceeds all requirements in the RFP;
- 2) The Proposal includes sufficient detail to clearly identify and reflect all design and technical concepts explored in developing the final design solutions for this Project; and
- 3) The Proposal contains a reasonable and competitive price for the Project.

The Railroad, in its sole discretion, will determine whether or not the Proposal meets these requirements.

- B) If the Proposer is awarded the Contract, it will not be eligible to receive the Stipend Payment.
- C) If the Proposer is not awarded the Contract and wishes to receive the Stipend Payment, it must execute this Stipend Agreement and provide the executed Stipend Agreement to the Procurement Officer no later than twenty (20) Calendar Days after the date the Contract is awarded.
- D) The Proposer shall submit a single invoice for payment of the Stipend Payment not later than sixty (60) days after the Stipend Agreement is fully executed.
- E) Within thirty (30) days of receipt of the Proposer's invoice, subject to the requirements and limitations set forth herein, the Railroad shall issue the Stipend Payment to the Proposer and the Proposer agrees to accept the same as full compensation for its services under this Stipend Agreement.
- F) A failure by the Proposer to comply with the provisions of **ARTICLE 4** of this Stipend Agreement constitutes a waiver to the right of any payment of a Stipend Payment.
- G) If the Railroad cancels the procurement prior to the Proposal Deadline, as defined in the RFP, as amended, the Railroad may, in its sole discretion, make a payment to the Proposer if the Proposer submits all technical concepts prepared as of the date of the cancellation to the Railroad and if the Proposer attends a meeting with the Railroad to discuss its completed technical concepts. Such payment in the event of a cancellation of the procurement prior to the Proposal Deadline, will be in a lump sum amount to be determined by the Railroad and will be subject to the terms of this Stipend Agreement.
- H) No liability shall be incurred by the Railroad hereunder beyond the amount of the Stipend Payment as specified in paragraph (A) of this Article. Nothing contained herein shall obligate either the Proposer or the Railroad to enter into this Stipend Agreement

ARTICLE 5. PAYMENT OF STIPEND AND WAIVER OF CLAIMS.

- A) The Proposer is required, if it is a foreign or out of state corporation or entity, to obtain and submit the required tax clearance certificate to the Railroad to enable the processing of the Stipend Payment. It should be noted that any time taken to satisfy or furnish this tax clearance certificate shall extend any required payment date by an equal period of time.
- B) Acceptance by the Proposer of the Stipend Payment from the Railroad shall constitute a waiver by the Proposer of any and all rights, equitable or otherwise, to bring any claim or protest against the Railroad, or any of its officers, directors, agents, employees, representatives or advisers and its successors and assigns, in connection with the procurement of this Project, including, without limitation, the procurement process, any award of the Contract or any cancelation of the procurement.

ARTICLE 6. PROCUREMENT OFFICER.

The following person, or his/her successor, is the Railroad's Procurement Officer:

Name:
Title:
Address:
Phone:
Email:

ARTICLE 7. PROPOSER'S REPRESENTATIVE.

The following person, or his/her successor, is the Proposer's Authorized Representative:

Name:
Title:
Address:
Phone:
Email:

ARTICLE 8. NEW YORK STATE FINANCE LAW §§ 139-j and 139-k CERTIFICATIONS.

By execution of this Stipend Agreement, the Proposer certifies that all information the Proposer has provided to the Railroad with respect to the **NEW YORK STATE FINANCE LAW §§ 139-j and 139-k** is complete, true and accurate. The Railroad shall have the right to terminate this Stipend Agreement if the Railroad finds the certification made by the Proposer in accordance with **NEW YORK STATE FINANCE LAW §§ 139-j and 139-k** was intentionally false or intentionally incomplete.

ARTICLE 9. PROPOSER LIABILITY.

Without limiting any other obligations of the Proposer under this Stipend Agreement, the Proposer shall indemnify and save harmless the Railroad from claims, suits, actions, damages, and costs of every name and description resulting from the performance of the services of the Proposer under this Agreement including, without limitation, claims founded upon tort; claims based upon the Proposer's failure to meet professional standards; or claims based upon breach of copyright, trade secrets, or other protected material. Nothing in this Stipend Agreement shall create or give to third parties any claim or right of action against the Proposer or the Railroad.

ARTICLE 10. RESPONSIBILITY OF THE PROPOSER.

- A) The Proposer shall be responsible for the professional quality, technical accuracy, and the coordination of all services furnished by the Proposer under this Stipend Agreement.
- B) Neither the Railroad's review, approval, or acceptance of, or payment for, the services required under this Agreement, as applicable, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Proposer shall be and remain liable to the Railroad in accordance with applicable law for all damages caused by the Proposer's negligent performance or breach of contract of any of the services furnished under this Stipend Agreement.
- C) The rights and remedies of the Railroad provided for under this Agreement are in addition to any other rights and remedies provided by law.
- D) If the Proposer is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder

ARTICLE 11. MISCELLANEOUS TERMS

- A) All of the Proposer's team members and subcontractors shall be bound by the same provisions of this Stipend Agreement as the Proposer. All agreements between the Proposer, Proposer's team members, and/or subcontractors shall include provisions effectuating this term, and all such agreements shall be subject to review by the Railroad.
- B) Proposer may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of the Railroad.
- C) Any Amendment to this Stipend Agreement must be in writing and will not be effective until it has been executed and approved by the same parties that executed and approved this Agreement, or their successors.
- D) If the Railroad fails to enforce any provisions of this Stipend Agreement, that failure does not waive the provision or the Railroad's right to subsequently enforce it.
- E) This Agreement contains all prior negotiations and agreements between the parties. No other understanding regarding this Stipend Agreement, whether written or oral, may be used to bind either party.
- F) All confidentiality provisions of the RFP shall continue to apply to the Proposer.
- G) All capitalized terms used in this Agreement and not otherwise defined have the meanings ascribed to such terms in the RFP.

H) If any clause, provision, section or Article of this Stipend Agreement is ruled invalid by a court having proper jurisdiction, the invalidity or unenforceability of any such clause, provision, section or Article shall not affect the validity or enforceability of the balance of this Agreement, which shall be construed and enforced as if this Stipend Agreement did not contain such invalid or unenforceable clause, provision, section or Article.

I) Anything herein to the contrary notwithstanding, the obligations of the Proposer under Article 2 of this Stipend Agreement shall survive any expiration or termination of the Agreement.

J) This Stipend Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of interest principles.

ARTICLE 12. POWER TO EXECUTE THE STIPEND AGREEMENT

The undersigned representative of the Proposer certifies that he or she has full and complete authority to bind the Proposer, the Proposer's team members, and subcontractors to all terms and conditions of this Stipend Agreement, and that by executing the Agreement does so bind such entities.

IN WITNESS WHEREOF, the parties have caused this Stipend Agreement to be executed effective on the day and year first above written.

THE LONG ISLAND RAIL ROAD COMPANY

BY _____
[TITLE]

PROPOSER

[COMPANY NAME]

BY _____
[TITLE]

APPENDIX E
NON-DISCLOSURE AGREEMENT

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (the "Agreement"), dated as of _____, 2017, by and between THE LONG ISLAND RAIL ROAD COMPANY, a New York public benefit corporation ("LIRR"), and _____ ("Recipient") (LIRR and the Recipient being collectively referred to herein as the "Parties").

WHEREAS, LIRR has commenced a procurement process (the "Procurement") for LIRR Contract #6240, Design-Build Services for LIRR Expansion Project From Floral Park to Hicksville (the "Contract"); and

WHEREAS, the Contract calls for the provision of certain services pertaining to the design, construction and installation of the LIRR Expansion Project (the "Project"), as more fully described in that certain Final Environmental Impact Statement, Long Island Rail Road Expansion Project – Floral Park to Hicksville, dated April 2017 and findings issued by LIRR;

WHEREAS, the Procurement contemplates (i) issuance by LIRR of a Request for Qualifications ("RFQ"), intended to solicit Statements of Qualifications ("SOQs") from vendors interested in submitting proposals to design and construct the Project in accordance with the Contract; (ii) based on the SOQs that are submitted, establishment of a short list of vendors who are adjudged the best qualified to perform the services required under the Contract, (iii) issuance of a Request for Proposals ("RFP"), intended to solicit proposals from vendors on such short list; and (iv) selection of a vendor whose proposal, in response to the RFP, is adjudged to provide the best overall value to LIRR (the selected proposer being referred to as the "Design-Builder"); and

WHEREAS, Recipient has submitted an SOQ to LIRR and has been advised that it has been placed on the short list of vendors invited to submit a proposal in response to the RFP, when it is formally issued; and

WHEREAS, each of the short listed vendors has been invited to attend a one-on-one meeting or meetings with LIRR, to receive additional information about the Project and to provide input to LIRR in formulating the RFP; and

WHEREAS, in the course of attending its one-on-one meeting or meetings with LIRR, Recipient may be provided by LIRR with certain information about LIRR, its operations and facilities, and the Project, which is considered by LIRR or its parent, the Metropolitan Transportation Authority ("MTA") as proprietary, trade secret, or security-sensitive information; and

WHEREAS, Recipient acknowledges that improper disclosure of any such information could undermine the integrity of the Procurement and the ability of the LIRR to advance the design and construction of the Project; and

WHEREAS, the Parties therefore wish to enter into this Agreement to protect and safeguard the confidentiality of all such information received by Recipient from LIRR.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereto agree as follows:

1. This Agreement extends to all documents and materials relating to the Procurement, the Contract, or the Project (including, without limitation, software, data, prototypes, designs, plans, drawings, specifications, photographs, videotapes, agreements, contacts, financial information or other business or technical information) that LIRR determines is proprietary, confidential, trade secret or security-sensitive and is marked by LIRR as “Confidential Information”, disclosed by the LIRR to the Recipient pursuant to or in connection with its participation in the Procurement or, if Recipient is awarded the Contract, pursuant to the Contract (collectively, the “Confidential Information”). Without limiting the generality of the foregoing, Confidential Information shall be deemed to include all documents, analyses, studies or other materials prepared by the Recipient that contain or reflect Confidential Information, including, without limitation, security assessments, evaluations and recommendations.

2. The Recipient shall keep all Confidential Information confidential and shall not, without the prior written consent of LIRR, disclose or reveal any Confidential Information to any person other than other persons who are actively and directly participating on behalf of the Recipient in the Procurement, or, if Recipient is awarded the Contract, participating on behalf of Recipient in the performance of the Contract, but only to the extent that such other persons have a need to know such Confidential Information for the purpose of advancing the Procurement or, if Recipient is awarded the Contract, performing the Contract, and who agree to be bound by the terms and conditions of this Agreement.

3. Within seven (7) days after execution of this Agreement, Recipient shall in a writing delivered to the LIRR Chief Security Officer, describe where Confidential Information disclosed to the Recipient will be kept or stored, and the methods and procedures to be used by Recipient to protect and safeguard all Confidential Information, and to prevent the unauthorized duplication or distribution thereof. Such methods and procedures shall be consistent with the requirements contained in the MTA Security Sensitive Information Handbook. LIRR reserves the right to periodically audit Recipient’s security methods and procedures to ensure that they are being applied consistently and that they are consistent with such requirements.

4. LIRR may create an inventory of all Confidential Information disclosed to Recipient and, upon request by LIRR, Recipient shall check all Confidential Information provided to it against such inventory and confirm that it has taken steps to protect and safeguard Confidential Information in accordance with the terms hereof.

5. This Agreement shall survive any termination of the Procurement, the return or destruction of Confidential Information, or the termination of any other agreement, whether in effect prior to or after the date of this Agreement. This Agreement shall not merge with, or be terminated or superseded by any future agreement between the Parties unless such future agreement specifically so provides.

6. The Recipient shall use all Confidential Information disclosed to it/him/her solely to advance the Procurement or, if the Recipient is awarded the Contract, to perform the Contract, and for no other purpose.

7. LIRR grants the Recipient no right, title or interest of any kind in any intellectual property contained in or relating to the Confidential Information. At any time upon the written request of LIRR, the Recipient shall, at its option, (i) promptly return all Confidential Information in its possession to LIRR without retaining any copies, summaries or extracts thereof, or (ii) promptly destroy all Confidential Information in his/her possession without retaining any copies, summaries or extracts thereof. In addition, all documents, analyses, studies or other materials prepared by the Recipient that contain or reflect Confidential Information (“Confidential Material”) shall be destroyed and no copies thereof shall be retained by the Recipient. Within ten (10) business days of such written request by the LIRR, the Recipient shall confirm in writing that all Confidential Material has been destroyed, and all Confidential Information has been returned or destroyed as applicable.

8. As soon as the Recipient learns that he/she may or will be legally compelled to disclose Confidential Information or Confidential Material (whether by interrogatories, subpoenas, civil investigations, or otherwise) or is requested to disclose Confidential Information or Confidential Material by a governmental authority or agency, or pursuant to freedom of information laws, the Recipient shall promptly notify LIRR and keep LIRR well-informed of any developments with respect to that compulsion or request. The Recipient shall cooperate with LIRR to enable LIRR to obtain a protective order or other similar relief or to narrow the scope of such legal compulsion or request.

9. In the event of any breach of this Agreement or threatened breach hereof, LIRR shall be entitled to injunctive and other equitable relief, and the Recipient shall not plead in defense thereto that there would be an adequate remedy at law, and the Recipient waives any applicable right or requirement that a bond be posted by LIRR.

10. If at any time, any person or firm who/which has received Confidential Information or Confidential Material from Recipient in accordance with the terms hereof, has been discharged or terminated by Recipient, or is no longer participating with Recipient in the Procurement or, if Recipient has been awarded the Contract, is no longer participating with Recipient in the performance of the Contract, the Recipient shall terminate all access of such person or firm to Confidential Information or Confidential Material and shall cause such person or firm to surrender and relinquish all Confidential Information or Confidential Material he/she/it has received to Recipient.

11. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any previous agreements, whether written or oral with respect to such subject matter. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. The agreement may not be amended except by a written document signed by both of the Parties hereto.

12. No waiver of any provision of this agreement, or of any breach thereof, shall be effective unless it is in writing and signed by the Party waiving such provision or breach hereof. No waiver of a breach of this agreement (whether express or implied) shall constitute a waiver of any subsequent breach hereof.

13. All provisions of this agreement are severable, and the unenforceability of any of the provisions of this agreement shall not affect the validity or enforceability of the remaining provisions of this agreement.

14. In the event Recipient is a joint venture, execution of this Agreement by the joint venture shall be deemed an agreement by all members of the joint venture to be bound by and observe the terms and conditions hereof.

15. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

LONG ISLAND RAIL ROAD

RECIPIENT: _____
(Print Name)

By _____
Title:

Title:

Date:

Date: