

**MTA - NEW YORK CITY TRANSIT
2 BROADWAY
NEW YORK, N.Y. 10004
DIVISION OF MATERIEL
www.mta.info/nyct/procure/nyctproc.htm**

0000020624

NOTICE

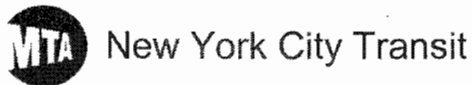
-OF-

ADDENDUM

ADDENDUM #4

BID OPENING/DUE DATE:

MAY 17, 2012



Division of Materiel

May 9, 2012

ADDENDUM #4
Contract # RFQ 20624
Performance of Bus Coolant Analysis for NYC Transit Department of Buses and
MTA Bus Company

TO ALL PROSPECTIVE PROPOSERS:

Please note that the Bid Opening Date is scheduled for **Thursday, May 17, 2012.**

In order to avoid confusion, the entire amended sections referred to below are included as part of this Addendum #4, and should be substituted for the prior versions of those sections in the bid packages received by prospective Bidders.

You are hereby notified of the following changes to the Contract:

I. Changes to Contract Documents

- Replace "Technical Services Specification" with the attached revised "Technical Services Specification". Page 1 of 9, Section B., Sample Receipt and Storage, Item 1., has been revised to clarify the requirements for pick-up of coolant samples. Page 3 of 9, Section H., Laboratory Qualification Requirements has been revised to clarify the requirements for accredited certification of the Contractor's laboratory.
- Replace Attachment # 2 "Bus Depot Shop Address List" with the attached updated Attachment # 2 "Bus Depot Shop Address List". The following section has been removed: Long Island Bus Depots.
- Replace Attachment # 3 "NYC Transit Department of Buses and MTA Bus Company Facilities Generic Email Addresses" with the attached updated Attachment # 3 "NYC Transit Department of Buses and MTA Bus Company Facilities Generic Email Addresses". The following section has been removed: MTA (L.I. Bus) Depot/Shop and Generic e-mail address.

II. The following are questions received and the corresponding answers to those questions are hereby made a part of the Contract: (answers appear in **Bold).**

- Q1. Prospective Bidders are inquiring about the laboratory requirements under Section H on page 3 of 9 of the Technical Services Specification. According to the wording prospective Bidders are to have A2LA certification as well as ISO 17025. ISO 17025 is a greater level of certification than the A2LA certification. What level of certification/accreditation is acceptable?

MTA New York City Transit is an agency of the Metropolitan Transportation Authority, State of New York

Contract # RFQ 20624 - Addendum #4

A1. In addition to A2LA we may consider other acceptable laboratory accreditation programs such as ACLASS, NVLAP and L-A-B, provided that the accreditation is ISO/IEC 17025:2005 by an International Laboratory Accreditation Cooperation (ILAC) Mutual Recognition Agreement (MRA) Signatory accreditation body such as A2LA, ACLASS, NVLAP and L-A-B. The accreditation certificate must list coolant analysis (test & test method specific) as part of the Scope of Accreditation. A copy of valid certifications issued to the laboratory must be submitted to the project manager. See attached revised Page 3 of 9 of the “Technical Services Specification” Section H., Laboratory Qualification Requirements.

Q2. A prospective Bidder is inquiring as to whether NYCT will accept the ASTM D6595 method of testing, as an alternative to the ASTM D6130 method of testing which is a requirement under this contract. Please clarify which method(s) of testing will be considered acceptable?

A2. As per ASTM, D6130 is specifically for silicon and other elements in engine coolant analysis, whereas D6595 is for wear metals and contaminants in used oils. These methods are based on different analytical instruments for different sample media, and they are not equivalent. We only accept ASTM D6130 for silicon and other elements analysis in coolant at this time.

Q3. A prospective Bidder is inquiring whether the quantities as well as the test requirements (scope of tests) are the same from the previous contract.

A3. While quantities have remained the same, the scope of tests has been enhanced in some areas while others have been relaxed. As stated under the test method listing in Appendix A, “Any deviation from the method(s) specified must be approved by DOB”, meaning that all methods shall be followed, but other methods may be entertained as long as they are approved by DOB first.

Q4. In the Technical Services Specifications page 1 of 9, Section B # 1, it states that the Contractor must ensure that samples are picked up and delivered to the lab on the same day. In the event that the Contractor (prospective Bidder) is located out of town and at best will have the samples delivered to its lab the next morning via overnight service will this satisfy the requirements in section B.1 of the Technical Services Specifications as long as the overall required 72 hour turnaround time from the time samples are picked-up is met?

A4. The Contractor shall ensure that coolant samples are “picked up and shipped” instead of “picked up and delivered” to the Contractor’s laboratory on the same day. See attached revised Page 1 of 9 of the “Technical Services Specification” Section B., Sample Receipt and Storage, Item 1.

Q5. When would a Contractor’s Laboratory, undergoing the certification process, need to have its Laboratory certification in place?

A5. A Contractor’s Laboratory would need to have its official certification in place at the time of bid submission.

Q6. If a prospective Bidder is writing the Bid Bond check how do they complete the surety portion of the Bid?

A6. If a prospective Bidder chooses to submit their bid security via a certified or a cashier’s check then the Bid Bond form which is a part of Schedule Q does not need to be completed. If a prospective

Bidder chooses to submit their bid security in the form of a Bid Bond then the Bid Bond Form which is a part of Schedule Q needs to be issued by a corporate surety.

As per Schedule Q Bonding Requirements and Forms Of Bonds, Section B. Submission Requirements, Paragraph 3, Page 1, "A bid bond shall be submitted in the form prescribed by the Authority, a copy of which is included in the Contract Documents, and shall be issued by a corporate surety in good standing and licensed to do business in the State of New York. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified copy of their power of attorney to sign said bond."

Q7. The Affirmative Action MBE forms - do these need to be completed and submitted with the Bid?

A7. The Affirmative Action MBE forms, including PACKAGE 2 - FOR USE WITH CONTRACTS THAT HAVE MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE ("M/WBE") GOALS AND DO NOT CONCERN CONSTRUCTION AND/OR PUBLIC WORKS do not have to be submitted with the Bid. After the Bid Opening these forms will be requested from the apparent low Bidder. All prospective Bidders please note that per SCHEDULE K - Opportunities for Minority and Women-Owned Business Enterprises, there is a 10% Minority-Owned Business Enterprises (MBE) goal and a 10% Women-Owned Business Enterprises (WBE) goal that has been set for RFQ 20624 by the MTA. Meeting these goals is not an option, but a requirement.

Q8. A prospective Bidder is inquiring as to whether it would be acceptable to include financial statements as an alternative to transcribing the Bidders financial information on the forms within the Schedule J Responsibility Questionnaire included in the bid package?

A8. Per the Schedule J Responsibility Questionnaire, Part I Instructions, Page 1, item a, paragraph iii., the apparent low Bidder will receive notification requesting submission of Part V and VI of the Questionnaire.

Bidders do not need to complete Part VI of Schedule J when submitting their bid. Upon award the apparent low Bidder will be required to submit all information required as per Part VI, Certified financial statements for the last three years are acceptable.

Per the Schedule J Responsibility Questionnaire, Part VI Financial, Page 21, paragraphs 1 and 2: Provide certified financial statements for the last three (3) fiscal years. If certified financial statements are not available, provide financial statements sworn to by the firm's Chief Financial Officer. If Proposer is unable to provide any such statements, provide other information, which will enable the Authority to evaluate and determine whether Proposer has sufficient financial resources to enable Proposer to perform the Contract.

The Proposer may submit its prior three (3) years' financial statements in lieu of completing Section 1 (Balance Sheet), Section 2 (Comparative Statement of Income & Retained Earnings), and Section 3 (Comparative Statements of Cash Flows). However, Section 1, Schedules A, B, C, D, E and F and Sections 4, 6 and 7 must be completed. If the Proposer is required to submit a performance bond, Section 5 must also be completed.

Q9. A prospective Bidder is inquiring as to whether it is required to populate Schedule J – Section 12.A listing contracts completed during the last 3 years.

A9. Yes Bidders shall complete the Schedule J Responsibility Questionnaire – Section 12.A listing contracts completed during the last 3 years. If no contracts were completed during the last three years then state "none."

Q10. Will the established 10% MBE and 10% WBE goals be eliminated or reduced in light of prospective Bidders' concerns or will they remain as is?

A10. The established 10% MBE and 10% WBE goals will remain as is.

III. Request for Pre Bid Conference Attendance Sheet

- See attached copy of the Pre-Bid Conference attendance sheet.

Please be advised that Addenda notification is sent via email to the email address each firm provided in the Bid Document Order Form. Bidders may obtain copies of all Addenda on the NYC Transit website at <http://www.mta.info/nyct/procure/rfppage.htm>.

Reminder: Be sure to acknowledge this Addendum in the place provided in the Bid. Failure to do so may result in the rejection of your Bid. Remember as well that your bid submission must also include (1) completed Bid, including the "Price Schedule";(2) Bid Security.

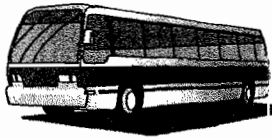
The Bid Opening Date is Thursday, May 17, 2012 at 2:00 pm.

Sincerely,



Daniel Delia
Procurement Specialist

**MTA NEW YORK CITY TRANSIT
DEPARTMENT OF BUSES/MTA BUS**



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Supersedes S-79-17-07Rev B

Scope

This specification outlines the requirements that must be met by a Contractor who performs bus coolant analysis for MTA affiliated bus fleets including MTA New York City Transit's Department of Buses (DOB) and MTA Bus Company (MTABC).

Requirements

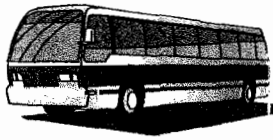
A. Sample Pick-up and Turnaround Time

1. Monday through Friday, the Contractor shall pick up coolant samples daily from East New Depot located at 25 Jamaica Ave, Brooklyn, NY 11207 (1st floor lobby next to the Security Booth of the main entrance.)
(Note: DOB/MTABC reserves the right to change or add pick-up locations to accommodate future operational requirements.)
2. The Contractor must pick up coolant samples between 2:00am and 12:00 noon (EST).
3. The required Turnaround Time is 72 hours from the time of sample pickup. Samples picked up on Friday shall have their reports returned on the following Monday by 12:00 noon (EST).

B. Sample Receipt and Storage

1. The Contractor shall ensure coolant samples are picked up and shipped to the Contractor's laboratory on the same day.
2. Upon receipt, coolant samples must be inspected, logged in and processed by the Contractor's laboratory.
3. If any sample is determined to be unacceptable for analysis due to damage, contamination, unlabeled or insufficient sample quantity, the Contractor must notify the affected bus depot (General Superintendent, Maintenance) and the Project Manager immediately. DOB/MTABC will make a replacement coolant sample available for pickup by the Contractor.
4. Each sample must be uniquely identified by a laboratory number and the bus number provided on each sample label, which will also include depot name, engine model, hub mileage, sample date and sample collector ID number. These data must be accurately recorded during log in.
5. After the required laboratory analysis, coolant samples must be kept securely by the Contractor for sixty (60) days, from the date of receipt. After 60 days, coolant samples may be disposed of by the Contractor, at no cost to DOB/MTABC, in accordance with applicable Federal, State and local waste disposal regulations. Upon a written request from the Project Manager the Contractor may be required to keep samples for longer than 60 days.

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C. Coolant Analysis

1. The Contractor's laboratory must perform all analyses tabulated in Appendix A in accordance with the test method(s) specified.
2. The Contractor's laboratory must complete all analyses and submit test reports within the required Turnaround Time. All critical results must be automatically re-analyzed (re-run) for confirmation before they are reported, at no cost to DOB/MTABC.
3. The Contractor must re-run 10% randomly selected samples for glycol%, pH and nitrite at no cost to DOB/MTABC, and report results (in Excel spread sheet) monthly as outlined in Section G below, Summary Reports.

D. Test Requirements and Control Limits

1. The Contractor's laboratory shall analyze coolant samples according to the test requirements listed in Appendix A, which is based on the property requirements listed in S-79-18-07 Rev C, Prediluted (50/50) Engine Coolant Specification.
2. Before the Contract commences DOB Technical Services & Engineering (DOB TS&E) will provide the Contractor the current control (corrective action) limits for normal, abnormal and critical results as a reference. The Contractor may submit its own recommendation based on the requirements by the bus engine manufacturers. The control limits for each test must be reviewed and approved by DOB TS&E before they can be implemented.
3. The control limits may be changed by DOB TS&E during the term of the Contract, and the Contractor must implement such change at no cost to DOB/MTABC.

E. Reports

1. The Contractor shall use computers for accurate data processing and reporting. The Contractor's computers shall be interfaced with their direct reading instruments to eliminate errors in transposition of data.
2. The test results must be reported in a format that shall be approved by DOB/MTABC.
3. The reports shall list all information provided by DOB/MTABC, including depot name, bus number, engine model, hub mileage, sample date and history of prior analysis.
4. The reports shall include specific recommendations of corrective actions for all abnormal and critical coolant sample results.
5. The Contractor shall, on a daily basis, electronically transmit all reports to each depot utilizing the "Generic e-mail addresses" as well as to the personnel designated by DOB/ MTABC. (Please see the Contract provisions for DOB/MTABC depot generic e-mail accounts information.)

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6. The Contractor shall telephone and fax each depot General Superintendent, Maintenance at no additional cost to DOB/MTABC, the results of tests that indicate a critical situation. (Please see the Contract provisions for DOB/MTABC depots address information.)
7. In addition, the Contractor shall send the hard copy reports for all abnormal and critical coolant to the affected depots/locations via USPS mail or a courier.

F. SPEAR Work Order

1. As part of contractual requirements, the Contractor will have the access to SPEAR, the current DOB/MTABC maintenance information database. The Contractor shall adhere to the special network security requirements. (Please see the Contract provisions for computer hardware and software security requirements.)
2. The Contractor is required to create a SPEAR work order for DOB/MTABC depots that includes specific recommendations for each abnormal and critical coolant sample result.

G. Summary Reports

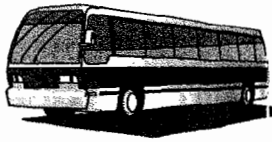
The Contractor shall provide the following summary reports, to monitor the coolant analysis program. These reports shall be delivered to the Project Manager and other DOB/MTABC-designated personnel via e-mail by the 15th day of the following month. A hard copy via USPS mail shall be provided upon request by the Project Manager.

1. Monthly (calendar month) Summary Report, submitted monthly – shall include:
 - Total number of buses (may be referred to as components or units) tested
 - Total coolant samples received and tested
 - Result severity breakdown: normal%, abnormal% and critical%
 - Summary result for all severities (normal, abnormal and critical) in PDF format
 - A data file (in Excel) extracted/compiled from all reports for the month
 - 10 % re-run summary spread sheet (in Excel) listing both original and re-run results
2. Quarterly reports – Upon request by the Project Manager or DOB TS&E, a quarterly report (will be a compilation of the monthly reports; following the same format) shall be submitted.
3. Special Reports – Upon request by the Project Manager or DOB TS&E, a summary report monitoring the performance of a particular bus division, bus depot, engine type, bus model or model year shall be submitted.

H. Laboratory Qualification Requirements

The Contractor's laboratory must be accredited to ISO/IEC 17025:2005 by an International Laboratory Accreditation Cooperation (ILAC) Mutual Recognition Arrangement (MRA) Signatory accreditation body such as A2LA, ACLASS, NVLAP and L-A-B. The accreditation certificate must list coolant analysis (test & test method specific) as part of the Scope of Accreditation. A copy of valid certifications issued to the laboratory must be submitted to the Project Manager.

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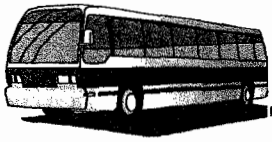
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In addition, the Contractor must submit documents to prove that:

1. The Contractor's laboratory has a minimum five years of experience in performing conventional, fully formulated, ethylene glycol-based coolant analysis for transit bus fleets or other fleet type operations, and in providing instructions for heavy duty cooling system maintenance based on test results.
2. The Contractor's laboratory possesses the necessary analytical instruments and equipment such as computer-programmed atomic absorption (AA, GFAA), inductively coupled plasma (ICP), high-performance ion/liquid chromatography (HPIC/HPLC) and other apparatuses for accurate and automatic analysis of fluids.
3. The Contractor's laboratory has sufficiently experienced and trained data analysts to make specific recommendations based on test results and maintenance requirements of engine cooling systems.
4. The Contractor's laboratory has the capability to process, analyze and report 25-50 coolant samples daily (600 - 800 samples monthly) throughout the term of the Contract.
5. The Contractor's laboratory is equipped with the necessary hardware and software to quickly process analytical data and report results electronically to DOB/MTABC depots within the 72 hour time frame.
6. The Contractor's laboratory has in place a comprehensive QA/QC program. All laboratory analyses are conducted in accordance with quality control manuals, ASTM standards and other approved standard methods and in-house standard operating procedures.
7. The Contractor's laboratory always uses applicable NIST traceable standards for all equipment standardizations and calibrations, and maintains all calibration records.
8. The Contractor's laboratory validates test results through analyzing and passing all required QA/QC samples, including ASTM reference fluids for coolant tests, laboratory blanks, laboratory control samples (LCS), spiked, duplicated & replicated samples. All critical results are automatically re-run and confirmed prior to reporting.
9. All calibrations for sample analysis are regularly checked and validated through initial calibration verification (ICV) and continued calibration verification (CCV).
10. The Contractor's laboratory establishes detection limits, reporting limits and result precisions based on statistical analysis of QA/QC sample results.
11. The Contractor's laboratory regularly participates in Round Robin inter-laboratory QC and/or related proficiency test programs for coolant analysis as part of the QA/QC program.

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12. The Contractor's laboratory maintains and periodically updates qualification and training records for all laboratory staff including detailed resumes and all training certificates.
13. The Contractor's laboratory has a written policy and detailed procedures for corrective actions to be taken for any mistake or error in sample process, analysis and reporting, and fully documents all corrective actions the laboratory takes.
14. The Contractor keeps and maintains all laboratory records and computer data for 10 years.
15. The Contractor's laboratory will be subject to periodic and random onsite audits supervised by the NYCT Inspection & Testing Unit. The Contractor must comply with all audit requirements including all corrective actions required by the auditors.

Coolant Sampling

A. Sampling Device

All sampling equipment, including sample containers, pre-printed sample labels and other sampling devices shall be provided by DOB/MTABC. Sample manifest form (for coolant only), approved by DOB/MTABC, shall be supplied by the Contractor.

The manifest form shall be a three-part carbonless pre-printed form with a distinguished color for each part, such as White for DOB/MTABC, Yellow for Laboratory and Pink for Courier. The form must be signed and dated by DOB/MTABC (for sample submittal), by the Contractor's courier (for sample pickup/transportation) and by the Contractor's laboratory (for sample receipt).

The pre-printed sample label (see Appendix B), to be filled out and affixed to each coolant sample container, will contain the following data:

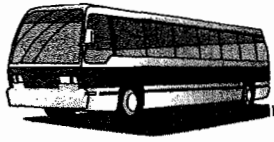
- Coolant from (DOB or MTABC)
- Date sampled
- Bus number
- Depot name
- Employee pass number
- Engine model
- Hub mileage
- Date last coolant change
- Date last filter change

This label information must be included on each bus coolant analysis report.

B. DOB/MTABC Responsibilities

Coolant sampling will be conducted by DOB/MTABC depot personnel, as follows:

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1. Collect a bus coolant sample in accordance with DOB/MTABC Technical Services Bulletin 79-65 titled "BUS COOLANT SAMPLING PROCEDURE".
2. Fill out the coolant sample label, as shown in Appendix B, and then affix the label to the sample container.
3. Each depot fills out the three-part sample manifest form for coolant samples, signs and dates the form. The General Superintendent, Maintenance keeps the DOB/MTABC copy. The copies for Laboratory and Courier will be attached to the coolant samples.
4. Each day, DOB/MTABC couriers will transfer the coolant samples to the aforementioned sample pick-up location, to be picked up by the Contractor.
5. A reference coolant sample will be submitted to the Contractor when there is a change in coolant source (vendor, manufacturer, etc.) and formulation, or at any other time deemed necessary.
6. In addition, a blind QC sample may be randomly submitted to the Contractor's laboratory by DOB TS&E as part of the DOB/MTABC quality assurance program.

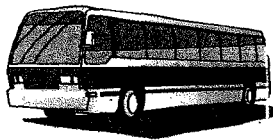
On-Site Training

The Contractor is required to provide a minimum of 4 training sessions during the Contract for a typical size of 30 participants at a location/time designated by DOB/MTABC. Each training session shall be two (2) hour long. Training will include:

- Coolant analysis basics and requirements
- Data interpretation
- Corrective actions
- Coolant sampling techniques, and
- Cooling system maintenance

An exact copy of the training presentation, in Microsoft PowerPoint, shall be provided to the DOB Training School, at no additional cost, prior to the first training session, for permanent record and future usage by DOB/MTABC if required. If, during the life of the Contract, processes or any technical items change or are modified by either the Contractor or DOB/MTABC, four (4) additional training sessions shall be delivered by the Contractor in conjunction with an updated copy of the training presentation for future usage by DOB/MTABC at no cost.

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Appendix A

Bus Coolant Test Requirements

Property	Units	Methods ^A	
Basic Properties			
Color		Visual	
pH	unit	D 1287	
Ethylene Glycol (EG)	Vol. %	Estimated ^C	
Freeze Protection	° F	D 3321, D 1177 ^B , D 6660	
Cavitation/Corrosion Inhibitors			
Boron (B)	ppm	D 6130	
Nitrite as NO ₂ ⁻	ppm	D 5827	
Nitrate as NO ₃ ⁻	ppm	D 5827	
Molybdenum (Mo)	ppm	D 6130	
Phosphate as PO ₄ ⁻³	ppm	D 5827	
Silicon (Si)	ppm	D 6130	
Contaminations			
Chloride (Cl)	ppm	D 5827 ^B , D 3634	
Sulfate (SO ₄ ⁻²)	ppm	D 5827	
Calcium (Ca)	ppm	D 6130	
Magnesium (Mg)	ppm	D 6130	
Total Hardness (Calcium + Magnesium), as CaCO ₃	ppm	Calculation	
Glycol Degradation			
Formate	ppm	D 5827 ^D	
Glycolate	ppm	D 5827 ^D	
Wear Metals			
Iron (Fe)	ppm	D 6130	
Copper (Cu)	ppm	D 6130	
Aluminum (Al)	ppm	D 6130	
Lead (Pb)	ppm	D 6130	
Tin (Sn)	ppm	D 6130	
Zinc (Zn)	ppm	D 6130	

- A. ASTM method unless otherwise specified. Any deviation from the method(s) specified above must be approved by DOB.
- B. Preferred method, in the event of a conflict this will be deemed the referee method.
- C. Ethylene glycol concentration may be estimated based on freeze point determination (D 3321, D 1177 or D 6660) by using the freeze temperature versus EG concentration chart (curve). In the event of result dispute, ASTM E 202 must be performed.
- D. Laboratory shall insure that formate and glycolate peaks are sufficiently resolved and separated by the column used.

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Appendix B

Coolant sample label, as shown below, may be used for DOB and MTABC coolant samples.

MTA NYCT DEPARTMENT OF BUSES/MTA BUS

Coolant from: _____ DOB _____ MTA Bus _____

Depot _____ Bus No. _____

Eng Model _____ Hub Mileage _____

Date Last Coolant Change _____

Date Last Filter Change _____

Date Sampled _____ By (Pass #) _____

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Approval:

Recommended for Approval by:

A large, stylized handwritten signature in black ink, consisting of several overlapping loops and a long horizontal tail.

Daniel Cardoza

Assistant Chief Maintenance Officer
Maintenance Support Technical Services & Engineering
Department of Buses/MTA Bus

Approved by:

A large, stylized handwritten signature in black ink, similar in style to the one above, with multiple loops and a long tail.

Henry Sullivan
Chief Maintenance Officer
Department of Buses/MTA Bus

N.Y.C.T.A. BUS DEPOTS

JACKIE GLEASON DEPOT 845 Fifth Avenue Brooklyn, NY 11232 (718) 851-5852	126th STREET DEPOT 2460 Second Avenue New York, NY 10035 (212) 831-4415	100th STREET DEPOT 1552 Lexington Avenue New York, N.Y. 10029 (212) 712-4698/4695/4697
ULMER PARK DEPOT 2449 Harway Avenue Brooklyn, NY 11214 (718) 265-3215, 16, 17	MICHEAL J. QUILL DEPOT 525 Eleventh Avenue New York, NY 10018 (212) 712-5030,31,33	MANHATTANVILLE DEPOT 666 West 132nd Street New York, NY 10019 (212) 712-4381, 4382
FRESH POND DEPOT 7600 Traffic Avenue Brooklyn, NY 11385 (718) 334-8642, 8643	GUN HILL DEPOT 1910 Bartow Avenue Bronx, NY 10469 (718) 430-4841, 4843	YUKON DEPOT 40 Yukon Avenue Staten Island, NY 10314 (718) 494-5615
EAST NEW YORK DEPOT One Jamaica Avenue Brooklyn, NY 11207 (718) 927-7696, 7690	KINGSBRIDGE DEPOT 4065 Tenth Avenue New York, NY 10034 (212) 544-3423, 3456, 3430	CASEY STENGEL DEPOT 123-53 Willets Pt. Blvd. Flushing, NY 11368 (718) 803-4518
FLATBUSH DEPOT 4901 Fillmore Avenue Brooklyn, NY 11234 (347) 643-5714, 15	CASTLETON DEPOT 1390 Castleton Avenue Staten Island, NY 10302 (718) 727-6816, 981-7738	GRAND AVENUE DEPOT 48-05 Grand Avenue Maspeth, N.Y. 11378 347-694-1660
JAMAICA 165-18 South Road Jamaica, NY 11433 (718) 262-1494	QUEENS VILLAGE DEPOT 97-11 222nd Street Queens Village, NY 11428 (718) 217-4763	WEST FARMS DEPOT 1100 East 177th/Street Bronx, New York 10460 (718) 319-7559/7562/7466
MOTHER C. HALE DEPOT 721 Lenox Avenue New York, NY 10039 CONSTRUCTION UNDERWAY	ENY NON REVENUE SHOP 1997 Broadway Brooklyn, N.Y. 11207 (718) 927-8272/8282	9TH AVENUE (UNIT SHOP) 38-84 Ninth Avenue New York, NY 10034 (212) 304-3600
ZEREGA C.M.F. 750-770 Zerega Avenue Bronx, NY 10475 (347) 643-5147, 5152	GRAND AVENUE C.M.F. 48-05 Grand Avenue Maspeth, N.Y. 11378 (347) 694-1948	ENY VINTAGE/MTA BUS SHOP 1720 Bushwick Avenue Brooklyn, NY 11207 (718) 927-7684 <small>MTA BUS SHOP & NYCT VINTAGE FLEET</small>
P+E CNTRL. SHOP-BATH GATE 1745 Bathgate Avenue Bronx, NY 10457	CROSTOWN PAINT SHOP 55 Commercial Street Brooklyn, NY 11207 FACILITY CLOSED	AMSTERDAM DEPOT 1381 Amsterdam Avenue New York, NY 10027 FACILITY CLOSED
P+E CNTRL. SHOP-GLEASON 845 Fifth Avenue Brooklyn, N.Y. 11232 (347) 643-5288	CHARLESTON DEPOT 4700 Arthur Kill Road Staten Island, NY 10309 SOFT OPENING OCCURRED 12/6/10	MEREDITH A/C SHOP 336 Meredith Ave Staten Island, NY 10314 (347) 694-2635

MTA BUS DEPOTS

YONKERS DEPOT 59 Babcock Place Yonkers, New York 10703 914-964-7225
SPRING CREEK DEPOT 12755 Flatlands Avenue Brooklyn, New York 11208-5531 (718) 277-8100
BAISLEY PARK DEPOT 114-15 Guy R. Brewer Blvd. Jamaica, New York 11434-1296 (718) 557-6840
COLLEGE POINT DEPOT 128-15 28th Avenue Flushing, New York 11354 (718) 445-3100
EASTCHESTER DEPOT 3320 Hutchinson Avenue Bronx, New York 10475 718-994-5500 X244
LaGUARDIA DEPOT 85-01 24th Avenue Flushing, New York 11369 (718) 335-1000
FAR ROCKAWAY DEPOT 4919 Rockaway Beach Blvd. Far Rockaway, New York 11691 (718) 945-9326
JFK DEPOT 165-25 147th Ave Jamaica, New York 11434 (718) 995-4700

RFQ 20624

NYC Transit Department of Buses and MTA Bus Company Facilities Generic Email Addresses - Attachment #3

NYCTA Depot/Shop	Generic e-mail address	MTA Bus Depot/Shop	Generic e-mail address	
100 th Street Depot	Analysis_100@nyct.com	Yonkers Depot	Analysis_YNK@mtabusco.com	
126th Street Depot	Analysis_126@nyct.com	Spring Creek Depot	Analysis_SPRCK@mtabusco.com	
Amsterdam Depot	Analysis_Ams@nyct.com	Baisley Park Depot	Analysis_Bpk@mtabusco.com	
Casey Stengel Depot	Analysis_STG@nyct.com	College Point Depot	Analysis_CPT@mtabusco.com	
Castleton Depot	Analysis_Cast@nyct.com	Eastchester Depot	Analysis_ECH@mtabusco.com	
Charleston Depot	Analysis_CHAR@nyct.com	LaGuardia Depot	Analysis_LAG@mtabusco.com	
East New York Depot	Analysis_ENY@nyct.com	JFK Depot	Analysis_JFK@mtabusco.com	
Flatbush Depot	Analysis_FTT@nyct.com	Far Rockaway Depot	Analysis_FRK@mtabusco.com	
Fresh Pond Depot	Analysis_Frp@nyct.com			
Grand Ave Depot	Analysis_GRND@nyct.com			
Gun Hill Depot	Analysis_GUN@nyct.com			
Jackie Gleason Depot	Analysis_JKG@nyct.com			
Jamaica Depot	Analysis_JAM@nyct.com			
Kingsbridge Depot	Analysis_KBG@nyct.com			
Manhattanville Depot	Analysis_MTV@nyct.com			
Meredith Depot	Analysis_MA@nyct.com			
Michael J. Quill Depot	Analysis_MJQ@nyct.com			
Queens Village Depot	Analysis_QUV@nyct.com			
Ulmer Park Depot	Analysis_UPK@nyct.com			
West Farms Depot	Analysis_WFR@nyct.com			
Yukon Depot	Analysis_Yuk@nyct.com			
Zerega CMF	Analysis_ZRGMF@nyct.com			
Grand Ave CMF	Analysis_GrdCMF@nyct.com			

MTA - NEW YORK CITY TRANSIT

2 BROADWAY

NEW YORK, N.Y. 10004

DIVISION OF MATERIEL

www.mta.info/nyct/procure/nyctproc.htm

0000020624

NOTICE

-OF-

ADDENDUM

ADDENDUM #3

BID OPENING/DUE DATE:

MAY 17, 2012



New York City Transit

Division of Materiel

May 4, 2012

**ADDENDUM #3
Contract # RFQ 20624
Performance of Bus Coolant Analysis for NYC Transit Department of Buses and
MTA Bus Company**

TO ALL PROSPECTIVE PROPOSERS:

Please note that the Bid Opening Date has been rescheduled. **The new Bid Opening Date is scheduled for Thursday, May 17, 2012.**

Please be advised that Addenda notification is sent via email to the email address of each firm provided in the Bid Document Order Form. Bidders may obtain copies of all Addenda on the NYC Transit website at <http://www.mta.info/nyct/procure/rfppage.htm>.

Reminder: Be sure to acknowledge this Addendum in the place provided in the Bid. Failure to do so may result in the rejection of your Bid. Remember as well that your bid submission must also include (1) completed Bid, including the "Price Schedule"; (2) Bid Security.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel Delia".

Daniel Delia
Procurement Specialist

**MTA - NEW YORK CITY TRANSIT
2 BROADWAY**

NEW YORK, N.Y. 10004

DIVISION OF MATERIEL

www.mta.info/nyct/procure/nyctproc.htm

0000020624

NOTICE

-OF-

ADDENDUM

ADDENDUM #2

BID OPENING/DUE DATE:

MAY 09, 2012



New York City Transit

Division of Materiel

April 20, 2012

**ADDENDUM #2
Contract # RFQ 20624
Performance of Bus Coolant Analysis for NYC Transit Department of Buses and
MTA Bus Company**

TO ALL PROSPECTIVE PROPOSERS:

Please note that the Bid Opening Date has been rescheduled. **The new Bid Opening Date is scheduled for Wednesday, May 9, 2012.**

In order to avoid confusion, the entire amended sections referred to below are included as part of this Addendum #2, and should be substituted for the prior versions of those sections in the bid packages received by prospective bidders.

You are hereby notified of the following changes in this Contract.

I. Changes to Contract Documents

- Remove existing "Schedule A Insurance Requirements" and replace with the attached revised "Schedule A Insurance Requirements." Section B.1.g.ii.(1). Additional Insured Endorsement entities and their subsidiaries and affiliates has been revised. Section B.3.a. within Business Automobile Liability Insurance has been added which details additional required pollution liability insurance endorsements: MCS-90 and/or CA-9948. Section B.3.b. within Business Automobile Liability Insurance has been added which details increases to policy limits of liability if MCS-90 and/or CA-9948 endorsement(s) are required. Section B.4. Professional Liability Insurance Including Pollution Liability has been updated with language added to/deleted in order to further clarify these requirements.

Please be advised that Addenda notification is sent via email to the email address of each firm provided in the Bid Document Order Form. Bidders may obtain copies of all Addenda on the NYC Transit website at <http://www.mta.info/nyct/procure/rfppage.htm>.

MTA New York City Transit is an agency of the Metropolitan Transportation Authority, State of New York

Contract # RFQ 20624 - Addendum #2

Page 1 of 2

518227

Reminder: Be sure to acknowledge this Addendum in the place provided in the Bid. Failure to do so may result in the rejection of your Bid. Remember as well that your bid submission must also include (1) completed Bid, including the "Price Schedule"; (2) Bid Security.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel Delia". The signature is fluid and cursive, with a large initial "D".

Daniel Delia
Procurement Specialist

NEW YORK CITY TRANSIT AUTHORITY

Division of Materiel

Schedule A

INSURANCE REQUIREMENTS

RFQ20624

Contract No: RFQ 20624

Description: Performance of Bus Coolant Analysis for NYC Transit Department of Buses and MTA Bus Company

A. **The Contractor/Consultant shall provide insurance in the following types as indicated by the checked box(es) and in amounts of at least those set forth below:**

<u>INSURANCE</u>		<u>MINIMUM AMOUNTS</u>
<input checked="" type="checkbox"/>	Workers' Compensation, including Employer's Liability	Statutory Limits
<input type="checkbox"/>	Longshore & Harbor Workers' Endorsement	
<input type="checkbox"/>	Maritime Coverage Endorsement (Jones Act)	
<input checked="" type="checkbox"/>	Commercial General Liability (amount is each occurrence)	\$ 2,000,000.00
<input checked="" type="checkbox"/>	Business Automobile Liability (amount is each accident)	\$ 2,000,000.00
<input checked="" type="checkbox"/>	MCS-90 Endorsement	\$ 2,000,000.00
<input checked="" type="checkbox"/>	CA 9948 Endorsement	\$ 2,000,000.00
<input type="checkbox"/>	Contractor's Pollution Liability	\$
<input type="checkbox"/>	Pollution Legal Liability (Non-owned Disposal Site)	\$
<input type="checkbox"/>	Marine Protection & Indemnity Liability	\$
<input type="checkbox"/>	Builder's Risk/Installation Floater	\$
<input type="checkbox"/>	Professional Liability	\$
<input checked="" type="checkbox"/>	Professional Liability, including pollution liability (Contractor's Pollution)	\$ 2,000,000.00
<input type="checkbox"/>	Valuable Papers	\$
<input type="checkbox"/>	Property Insurance	\$
<input type="checkbox"/>	Crime	\$
<input type="checkbox"/>	Self Insurance	\$
<input type="checkbox"/>	Railroad Protective Liability (per occurrence/aggregate)	\$
<input type="checkbox"/>	Garage Liability	\$
<input type="checkbox"/>	Garage Keepers Legal Liability	\$
<input type="checkbox"/>	Other:	\$
<input type="checkbox"/>	Other:	\$

B. INSURANCE REQUIREMENTS

As used in this Schedule A, the term “Contractor” includes Contractors and Consultants.

Except that as otherwise provided in this Schedule A and/or the Specifications/Scope of Work, the Contractor shall procure, at its sole cost and expense, and shall maintain in force at all times during the term of this Contract, through the completion of Contract, including the Warranty Period, if applicable, policies of insurance as herein set forth, written by companies with an A.M. Best Company rating of A-/"VII" or better, and approved by the New York City Transit Authority (the “Authority”)/MTA and shall deliver evidence of such policies. These policies shall: (i) be written in accordance with the requirements of the paragraphs below, as applicable; (ii) be endorsed in form acceptable to include a provision that the policy shall not be canceled, materially changed, or not renewed without at least thirty (30) days prior written notice to the Authority c/o MTA Risk and Insurance Management Department - Standards, Enforcement & Claims Unit, 2 Broadway, 21st floor, New York, NY 10004 by Certified Mail, return receipt requested; and (iii) state or be endorsed to provide (a) that the coverage afforded under the Contractor’s policies shall apply on a primary basis and not on an excess or contributing basis with any policies that may be available to the Authority/MTA, and (b) that the Contractor’s policies, primary and excess, shall be exhausted before implicating any Authority/MTA policy available. In addition, Contractor’s policies shall state or be endorsed to provide that, if a subcontractor’s policy contains any provision that may adversely affect whether Contractor’s policies are primary and must be exhausted before implicating any Authority/MTA policy available, Contractor’s and subcontractor’s policies shall nevertheless be primary and must be exhausted before implicating any Authority/MTA policy available. Policies written on a claims made basis are not acceptable, except for Professional Liability. At least two (2) weeks prior to the expiration of the policies, Contractor shall endeavor to provide evidence of renewal or replacement policies of insurance, with terms and limits no less favorable than the expiring policies. Except as otherwise indicated in the detailed coverage paragraphs below, self insured retentions and policy deductibles shall not exceed \$100,000, unless such increased deductible or retention is approved in writing by Authority/MTA. The Contractor shall be responsible for all claims expense and loss payments within the deductible or self-insured retention. The insurance monetary limits required herein may be met through the combined use of the insured’s primary and umbrella/excess policies.

1. **Commercial General Liability Insurance** (I.S.O. 2001 Form or equivalent approved by the Authority) in the Contractor’s name with limits of liability specifically written for this Contract of at least the amount set forth in **PARAGRAPH A**, above, for each occurrence. The Products/Completed Operations Aggregate Limit on a combined single limit basis for injuries to persons (including death) and damage to property must also be at least equal to the amount set forth in **PARAGRAPH A**, above as the per occurrence limit for Commercial General Liability. The limits may be provided in the form of a primary policy or combination of primary and umbrella/excess policy. When the minimum contract amounts can only be met when applying the umbrella/excess policy, the umbrella/excess policy must follow form of the underlying policy and be extended to “drop down” to become primary in the event the primary limits are reduced or aggregate limits are exhausted. Such insurance shall be primary and non-contributory to any other

INSURANCE REQUIREMENTS

valid and collectible insurance and must be exhausted before implicating an available Authority/MTA policy.

Such policy should be written on an occurrence form, and shall include:

- a. Contractual coverage for liability assumed by the Contractor under this Contract.
- b. Personal and Advertising Injury Coverage.
- c. Products and Completed Operations extending at least one year after project completion.
- d. Independent Contractors Coverage.
- e. "XCU" coverage (Explosion, Collapse, and Underground Hazards) where necessary.
- f. Contractual Liability Exclusion, applicable to construction or demolition operations to be performed within 50 feet of railroad tracks, must be removed, where necessary.
- g. Additional Insured Endorsement (I.S.O. Form CG 20 10 1185 version or equivalent approved by the Authority) naming the following entities and their subsidiaries and affiliates:
 - i. the New York City Transit Authority ("NYCT"), the Manhattan and Bronx Surface Transit Operating Authority ("MaBSTOA"), the Staten Island Rapid Transit Operating Authority ("SIRTOA"), the Metropolitan Transportation Authority ("MTA") including its subsidiaries and affiliates, MTA Capital Construction ("MTACC") and the City of New York ("City" as Owner).

MTA Bus Company (MTA Bus), Metropolitan Transportation Authority (MTA) including its subsidiaries and affiliates, the State of New York, the City of New York, PBS Capital LLC, MIU Realty, LLC, JLK Capital, LLC, Green Bus Holding Corp., Jamaica Bus Holding Corp. and Triboro Coach Holding Corp.

- ii. In the event the work under the Contract includes construction at, or the use of the loading dock, at 2 Broadway, New York, New York, Additional Insureds shall also include:
 - (1) Triborough Bridge & Tunnel Authority ("B&T"), Metro North Commuter Railroad Company ("MNR"), Long Island Railroad ("LIRR"), MTA Bus Company, United States Trust Company of New York as Trustee under the 2 Broadway Ground Lease Trust,

INSURANCE REQUIREMENTS

Two Broadway LLC, ZAR Realty, Cassidy Turley New York, Inc.,
Cassidy Turley PMG, Inc.

2. **Workers' Compensation Insurance** (including Employer's Liability Insurance with limits of not less than \$2,000,000, which limit may be met by a combination of primary and excess insurance) meeting the statutory limits of New York State.
3. **Business Automobile Liability Insurance** Policy (I.S.O. Form CA 00 01 10 01 or equivalent approved by the Authority) **if vehicle enters the Authority's property or is used as part of service provided**, in the Contractor's name with limits of liability of at least the amount set forth in Paragraph A, above, each accident for claims for bodily injuries (including death) to persons and for damage to property arising out of the ownership, maintenance or use of any owned, hired or non-owned motor vehicle. (Additional pollution liability insurances may be required, which are identified in the below paragraphs.)
 - a. If the project involves transporting and/or disposing of any hazardous material or waste off of the jobsite, the Contractor or any subcontractor performing such work must add the MCS-90 endorsement to the automobile policy. The CA-9948 03/06 endorsement or equivalent is also required if transporting to a site outside of NYS or the contractor is domiciled in a state other than New York State.
 - b. If the MCS-90 or CA-9948 endorsements are required, the policy limits of liability must be increased to at least \$2,000,000 each occurrence pursuant to federal, state or local laws, rules and regulations, and copies of the MCS-90 and CA-9948 endorsements shall be provided for review as part of the insurance submission.
4. **Professional Liability Insurance, including Pollution Liability** providing coverage for actual or alleged negligent acts, errors or omissions committed by the Consultant in the performance of activities under this Agreement, regardless of the type of damages. The policy coverage shall also extend to include personal injury, bodily injury and property damage from the performance of professional service and/or arising out of the Work. The policy shall have a limit of liability of not less than two million dollars (\$2,000,000) per claim. The policy may contain a deductible clause of a maximum of two hundred fifty thousand dollars (\$250,000), unless such increased deductible is approved by the [NYCT/MTA Bus]. But in such case the deductible is the sole responsibility of the Consultant and no portion of such deductible is the responsibility of the [NYCT/MTA Bus]. If the policy is subject to an aggregate limit, replacement insurance will be required if it is likely such aggregate will be exceeded. Such insurance shall be subject to the terms and conditions and exclusions that are usual and customary for this type of insurance.

Said policy shall be endorsed in form acceptable to include a provision that the policy will not be cancelled, not renewed, or the limit of liability reduced by endorsement without at least thirty (30) days prior written notice by certified mail return receipt requested to the [NYCT/MTA Bus] c/o MTA Risk and Insurance Management

INSURANCE REQUIREMENTS

Department – Standards, Enforcement & Claims, Unit, 2 Broadway – 21st Floor, New York, NY 10004.

If this insurance is provided on a claims-made basis, the Consultant shall maintain continuous insurance coverage during the term of this Agreement and in addition to the coverage requirements above, such policy shall provide that:

- i. Policy retroactive date coincides with or precedes the insureds' initial services under the Agreement and shall continue until the termination of the Agreement (including subsequent policies purchased as renewals or replacements);
 - ii. Policy allows for reporting of circumstances or incidents that might give rise to future claims;
 - iii. An extended Reporting Period of at least one year will be available and must be purchased in the event ongoing coverage is not maintained.
 - iv. Consultant shall provide pollution liability coverage as part of its Professional Liability Insurance Policy.
5. Any additional insurance policies not stated herein that are necessary to obtain required permits or otherwise comply with applicable law, ordinances or regulations regarding the performance of the Work.
- C. The Contractor shall furnish evidence of all policies before any work is started to the Authority:

c/o MTA Risk & Insurance Management
Standards Enforcement & Claims Unit.
2 Broadway – 21st Floor
New York, NY 10004

Certificates of Insurance may be supplied as evidence of policies of the above policies, except for the Builder's Risk and Railroad Protective Liability policies. However, the Authority reserves the right to request copies of such policies herein described above. If requested by the Authority, the Contractor shall deliver to the Authority, within forty-five (45) days of the request, a copy of such policies, certified by the insurance carrier as being true and complete.

If a Certificate of Insurance is submitted, it must: (1) be provided on the Authority Certificate of Insurance Form or MTA Certificate of Insurance Form for Joint Agency Agreements, as applicable (unless approval has been received from NYCT to submit an ACORD form for an operating contract with a value under \$250,000); (2) be signed by an authorized representative of the insurance carrier or producer and notarized; (3) disclose any deductible, sublimit, self-insured retention, aggregate limit or any exclusions to the policy that materially change the coverage; (4) indicate the Additional Insureds, Additional Named Insureds and/or Named Insureds as required herein; Contractor/Consultant must provide a physical copy of the Additional Insured Endorsement (ISO Form CG 20 10 1185 version or equivalent) – endorsements must include

INSURANCE REQUIREMENTS

policy number(s); (5) reference the Contract by number on the face of the certificate; and (6) expressly reference the inclusion of all required endorsements.

Evidence of Railroad Protective Liability and/or Builder's Risk Insurance (including the installation floater), when applicable, requires submission of the original policy. An original binder will be accepted, pending issuance of the original policy.

- D. Nothing herein contained shall be deemed to limit the Contractor's liability to the limits of liability, or coverage of Policies listed in Section B above, their renewals, or replacement.
- E. The Contractor shall immediately file with the Authority's Tort Division (with a copy to the Project Manager), 130 Livingston Street, 11th Floor, Brooklyn, New York 11201, a notice of any occurrence likely to result in a claim against the Authority, and shall also file with the Torts Division detailed sworn proof of interest and loss with the claim. This paragraph shall survive the expiration or earlier termination of the Contract.
- F. If, at any time during the period of this Contract, insurance as required is not in effect, or proof thereof is not provided to the Authority, the Authority shall have the option to: (i) direct the Contractor to suspend work with no additional cost or extension of time on account thereof; or (ii) treat such failure as an Event of Default.

[The NYCT Certificate of Insurance begins on the next page.]

- Capital Contract
 Operating Contract
 Outside Contract



New York City Transit CERTIFICATE OF INSURANCE

AGREEMENT or CONTRACT #:	AGREEMENT or CONTRACT NAME/DESCRIPTION:		
INSURANCE PRODUCER:	CERTIFICATE ISSUANCE DATE:	DATE RECEIVED by MTA RIM:	MTA RIM REFERENCE #:
ADDRESS:			
PHONE #:			
INSURED:	CO LTR	COMPANIES AFFORDING COVERAGE	
ADDRESS:		A	NAIC #
PHONE #:		B	NAIC #
		C	NAIC #
		D	NAIC #
		E	NAIC #
		F	NAIC #
		G	NAIC #
CERTIFICATE HOLDER: New York City Transit/MTA Attention: Risk & Insurance Management			
ADDRESS: 2 Broadway 21 st Floor New York, NY 10004			
Phone #: Capital Contracts Only: (646) 252-1426 Operating Contracts Only: (646) 252-1435			

COVERAGES (See Notes 1 and 2)

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability Form <input type="checkbox"/> Underground Expl. & Collapse Hazard <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Contractual Liability <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Fifty Foot Exclusion Removed <input type="checkbox"/> Personal & Advertising Injury <input type="checkbox"/> SIR/Deductible \$ _____				BI & PD COMBINED OCCURRENCE	\$
					GENERAL AGGREGATE	\$
					PRODUCTS/COMPLETED OPERATIONS AGGREGATE	\$
					OTHER	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> Owned Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				BODILY INJURY (Per Occurrence)	\$
					PROPERTY DAMAGE (Per Occurrence)	\$
					BODILY INJURY/PROPERTY DAMAGE COMBINED SINGLE LIMIT (Each Accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> Any Auto				AUTO ONLY EACH ACCIDENT	\$
					OTHER THAN AUTO ONLY	EA ACC \$ AGG \$
	EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other Than Umbrella Form <input type="checkbox"/> SIR/Deductible \$ _____				EACH OCCURRENCE	\$
					AGGREGATE	\$
	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY <input type="checkbox"/> USLH <input type="checkbox"/> Jones Act <input type="checkbox"/> "All States" Coverage				<input type="checkbox"/> STATUTORY LIMITS	
					EMPLOYER'S LIABILITY	\$
	PROFESSIONAL LIABILITY <input type="checkbox"/> Includes Pollution Liability <input type="checkbox"/> Deductible \$ _____					\$
	OTHER: _____					\$
	OTHER: _____					\$
	OTHER: _____					\$

EVIDENCE OF RAILROAD PROTECTIVE LIABILITY AND/OR BUILDER'S RISK INSURANCE, WHEN APPLICABLE, REQUIRES SUBMISSION OF THE ORIGINAL POLICY.

THE ORIGINAL BINDER(S) WILL BE ACCEPTED, PENDING ISSUANCE OF THE ORIGINAL POLICY(S).

LIABILITY COVERAGES:

ADDITIONAL INSUREDS (See Note 3) Check all that apply [X]
Coverage: General Liability, Garage Liability, Excess/Umbrella Liability
Contractor's Pollution Liability, Pollution Legal Liability, etc.

For all NYCT Agreements (Other than 2 Broadway)
[] New York City Transit Authority (NYCT), Manhattan and Bronx
Surface Transit Operating Authority (MaBSTOA), Staten Island
Rapid Transit Operating Authority (SIRTOA), MTA Capital
Construction Co., MTA Bus Company, Metropolitan Transportation
Authority (MTA) and its subsidiaries and affiliates, and the City of
New York (as owner).

For all NYCT - 2 Broadway Agreements (when work is performed at 2
Broadway)
[] New York City Transit Authority (NYCT), Triborough Bridge &
Tunnel Authority (B&T), Metro-North Commuter Railroad
Company (MNR), Long Island Rail Road (LIRR), MTA Capital
Construction Co., MTA Bus Company, Metropolitan Transportation
Authority (MTA) and its subsidiaries and affiliates, the State of
New York and the City of New York (as owner), United States
Trust Company of New York as Trustee under the 2 Broadway
Ground Lease Trust, Two Broadway LLC, ZAR Realty, Colliers
ABR, Inc., Colliers ABR Payroll Company, Inc.

[] Other: _____

PROPERTY COVERAGES:

(See Note 3) Check all that apply [X]

[] ADDITIONAL NAMED INSUREDS/LOSS PAYEE
Property

[] LOSS PAYEE
Coverage: Crime Insurance, Valuable Papers

For all NYCT Agreements (Other than 2 Broadway)
[] New York City Transit Authority (NYCT), Manhattan and Bronx Surface
Transit Operating Authority (MaBSTOA), Staten Island Rapid Transit
Operating Authority (SIRTOA), MTA Capital Construction Co.,
Metropolitan Transportation Authority (MTA) and its subsidiaries and
affiliates, and the City of New York (as owner).

For all NYCT - 2 Broadway Agreements (when work is performed at 2
Broadway)
[] New York City Transit Authority (NYCT), Triborough Bridge & Tunnel
Authority (B&T), Metro-North Commuter Railroad Company (MNR),
Long Island Rail Road (LIRR), MTA Capital Construction Co., MTA Bus
Company, Metropolitan Transportation Authority (MTA) and its subsidiaries
and affiliates, the State of New York and the City of New York (as owner),
United States Trust Company of New York as Trustee under the 2
Broadway Ground Lease Trust, Two Broadway LLC, ZAR Realty,
Colliers ABR, Inc., Colliers ABR Payroll Company, Inc.

[] Other: _____

NOTE 1: The subscribing insurance company(s), authorized to do business in the State of New York, certifies that insurance of the kinds and types and for limits of liability herein stated, covering the Agreement/Contract herein designated, has been procured by and furnished on behalf of the Insured and is in full force and effect for the period listed on the front of this Certificate of Insurance. In addition, the subscribing insurance company(s) certifies that the insurance limits for General Liability Insurance are not amended by deductible clauses of any nature except as has been disclosed to and approved by the New York City Transit Authority (NYCT); and that coverage is afforded for the Insured's obligations under that provision of the contract providing for indemnification of the Indemnified Parties, including the New York City Transit Authority (NYCT), named therein. When applicable, the subscribing insurance company(s) certifies that: any exclusion applying to construction or demolition operations on or within fifty (50) feet of railroad property (stations, yards, tracks, etc.) has been removed; and any employer liability exclusion which may otherwise operate to exclude claims for bodily injury asserted by an employee of an additional insured has been removed.

NOTE 2: The subscribing insurance company(s) shall endeavor that no policy referred to herein shall be changed or canceled until thirty (30) days written notice has been sent to the following address: New York City Transit Authority c/o MTA Risk and Insurance Management Department, 2 Broadway, 21st Floor, New York, NY 10004.

NOTE 3: All references to Additional Named Insureds and Additional Insureds include those entities' directors, officers, employees, partners, agents, subsidiaries and affiliates.

NOTE 4: This certificate is issued to the Certificate Holder in consideration of the Agreement/Contract entered into with the Named Insured. It is understood and agreed that the certificate holder relies on the certificate as basis for continuing such Agreement/Contract with the Named Insured.

AUTHORIZED INSURER/PRODUCER _____

BY _____
(signature of authorized Insurer/Producer)

TITLE _____

STATE OF)
) s.s.
COUNTY OF)

On this _____ day of _____, 20____, before me personally came _____, to me known, who being duly sworn, did depose and say that he/she resides in _____, that he/she is the _____ of the corporation and described in and which executed the foregoing Certificate of Insurance, that he/she is fully authorized to execute the foregoing Certificate of Insurance.

(Notary Public)

CERTIFICATES OF INSURANCE MUST BE COMPLETED BY AUTHORIZED INSURANCE REPRESENTATIVES ONLY.

Guidelines for Submission of Evidence of Insurance

NEW YORK CITY TRANSIT (NYCT) AGREEMENTS

These are basic acceptance guidelines-read your agreement for specific insurance requirements.

Policies must be written by Carriers rated A-/VII or better to be acceptable to MTA & MTA's Operating Agencies

1. General Requirements:

- Use New York City Transit (NYCT) Certificate if contract applies to only NYCT;
- Use Joint Agency Certificate if contract applies to more than one MTA Agency;
- ACORD Certificate may be used for operating-funded contracts under \$250,000 unless otherwise noted in agreement.

On the Certificate, you are required to:

- Reference the Agreement or Contract #;
- Disclose any deductible, self-insured retention, sub-limit or aggregate limit;
- Provide insured's telephone number, contact person and e-mail address;
- Must be **signed** by an **Authorized Representative** of the **Insurance Carrier or Producer and notarized**.
- Insurance expiration dates may **not** be within 30 days of submission unless written assurance from the authorized broker that the policy (s) will be renewed with the same terms and conditions is submitted with the certificate.
- Select / Check (✓) the appropriate boxes for Additional Insured / Additional Named Insureds and/or Loss Payees.

2. Minimum Coverages (Refer to Agreement for Specific Insurance Requirements):

a. Workers' Compensation

- The New York State Insurance Fund form is acceptable.
- If a company is located out of state, an "All States" endorsement is required
- Sole Proprietors may provide documentation from their accountant or attorney confirming their exempt status.

b. General Liability (Refers To Primary and Umbrella/Excess Liability Policies)

- Minimum limits of Commercial General Liability may be satisfied by a combination of primary and umbrella / excess policies and must follow form of the underlying policy and be extended to "drop down" to become primary in the event the primary policy is exhausted.
- A physical copy of the Additional Insured Endorsement (I.S.O. Form CG 20 10 1185 version or equivalent) reflecting the policy number(s) and covering the required indemnitees in the contract must accompany the certificate of insurance.

c. Railroad Protective Liability (RRPL) / Builder's Risk (including installation floater)

- A Certificate of Insurance is not acceptable proof of these coverages: an insurance binder must be provided pending issuance of actual policy.
- RRPL binder and or BR must list all required "Named" and/or "Additional Named" Insureds, as applicable.
- Actual policies must be submitted within 30 days from issuance of binder.

d. Environmental Coverages - Contractor or its sub-contractor may provide:

- Contractor's Pollution Liability coverage must be endorsed to include the additional insureds per terms of contract and a copy of the physical endorsement must accompany the certificate of insurance.
- Pollution Legal Liability coverage must be endorsed to include the additional insureds as required in the contract. Evidence of coverage can be satisfied by the following:
 - Stand alone Pollution Legal Liability policy listing the Non-Owned Disposal Site
 - A Non-Owned Disposal Site Endorsement to the Contractors Pollution Liability policy.
 - A certificate of insurance from the disposal facility adding the applicable Agency (s) as additional insured.
- The Hauler must provide evidence of its Business Auto Liability policy with copies of the MCS90 & CA9948 endorsement.

e. Joint Venture (Incorporated or Unincorporated)

- If the contractor is a Legal Joint Venture (Incorporated), coverage must be provided in the name of the Joint Venture. As an alternative, each joint venturer may provide separate coverage under the Commercial General Liability policy (or other applicable coverages) and must endorse the Joint Venture as an Additional Named Insured with a copy of said endorsement to the {Agency} / MTA for review and approval.
- If two or more Contractors have joined together as business partners or as an Unincorporated Joint Venture, each entity must provide evidence of insurance as outlined in the contract insurance requirements.

3. Provide Signed Certificate or a Certified Copy(s) of the actual Policy(s) to:

Mailing Address: MTA Risk and Insurance Management Dept., Standards, Enforcements and Claims Unit, 2 Broadway, 21st floor, New York, NY 10004.

- Capital Contract
 Operating Contract
 All Other Agreements



Metropolitan Transportation Authority
CERTIFICATE OF INSURANCE (For Joint Agency Agreements)

AGREEMENT or CONTRACT #:		AGREEMENT or CONTRACT NAME/DESCRIPTION:		
INSURANCE PRODUCER:		CERTIFICATE ISSUANCE DATE:	DATE RECEIVED By MTA RIM:	MTA RIM REFERENCE #:
ADDRESS:				
PHONE #:				
INSURED:	CO LTR	COMPANIES AFFORDING COVERAGE		
ADDRESS:	A			NAIC #
PHONE #:	B			NAIC #
	C			NAIC #
	D			NAIC #
CERTIFICATE HOLDER:	E			NAIC #
ADDRESS:	F			NAIC #
PHONE #:	G			NAIC #

Metropolitan Transportation Authority
Attention: Risk & Insurance Management
 2 Broadway
 21st Floor
 New York, NY 10004
 (646) 252-1425

COVERAGES (See Notes 1 and 2)

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability Form <input type="checkbox"/> Underground Expl. & Collapse Hazard <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Contractual Liability <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Fifty Foot Exclusion Removed <input type="checkbox"/> Personal & Advertising Injury <input type="checkbox"/> SIR/Deductible \$ _____				BI & PD COMBINED OCCURRENCE	\$
					GENERAL AGGREGATE	\$
					PRODUCTS/COMPLETED OPERATIONS AGGREGATE	\$
					OTHER	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> Owned Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				BODILY INJURY (Per Occurrence)	\$
					PROPERTY DAMAGE (Per Occurrence)	\$
					BODILY INJURY/PROPERTY DAMAGE COMBINED SINGLE LIMIT (Each Accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> Any Auto				AUTO ONLY EACH ACCIDENT	\$
					OTHER THAN AUTO ONLY	EA ACC \$
						AGG \$
	EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other Than Umbrella Form <input type="checkbox"/> SIR/Deductible \$ _____				EACH OCCURRENCE	\$
					AGGREGATE	\$
	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY <input type="checkbox"/> USLH <input type="checkbox"/> Jones Act <input type="checkbox"/> "All States" Coverage				<input type="checkbox"/> STATUTORY LIMITS	
					EMPLOYER'S LIABILITY	\$
	PROFESSIONAL LIABILITY <input type="checkbox"/> Includes Pollution Liability <input type="checkbox"/> Deductible \$ _____					\$
	OTHER: _____					\$
	OTHER: _____					\$
	OTHER: _____					\$

**EVIDENCE OF RAILROAD PROTECTIVE LIABILITY AND/OR BUILDER'S RISK INSURANCE, WHEN APPLICABLE,
 REQUIRES SUBMISSION OF THE ORIGINAL POLICY.**

THE ORIGINAL BINDER(S) WILL BE ACCEPTED, PENDING ISSUANCE OF THE ORIGINAL POLICY(S).

LIABILITY COVERAGES:

ADDITIONAL INSUREDS (See Note 3) Check all that apply

Coverage: General Liability, Garage Liability, Excess/Umbrella Liability Contractor's Pollution Liability, Pollution Legal Liability, etc.

- Metro-North Commuter Railroad Company, Metropolitan Transportation Authority...
New York City Transit Authority (NYCT), Manhattan and Bronx Surface Transit Operating Authority...
Triborough Bridge & Tunnel Authority (B&T), Metropolitan Transportation Authority...
Long Island Rail Road (LIRR), Metropolitan Transportation Authority...
MTA Bus Company (MTA Bus), Metropolitan Transportation Authority...
Metropolitan Suburban Bus Authority (LI Bus), Metropolitan Transportation Authority...
Check this Box also for 2 Broadway, Agreements or use of 2 B'way loading dock...
Other:

PROPERTY COVERAGES:

(See Note 3) Check all that apply

- ADDITIONAL NAMED INSUREDS/LOSS PAYEE Property
LOSS PAYEE Coverage: Crime Insurance, Valuable Papers
Metro-North Commuter Railroad Company, Metropolitan Transportation Authority...
New York City Transit Authority (NYCT), Manhattan and Bronx Surface Transit Operating Authority...
Triborough Bridge & Tunnel Authority (B&T), Metropolitan Transportation Authority...
Long Island Rail Road (LIRR), Metropolitan Transportation Authority...
MTA Bus Company (MTA Bus), Metropolitan Transportation Authority...
Metropolitan Suburban Bus Authority (LI Bus), Metropolitan Transportation Authority...
Check this Box also for 2 Broadway, Agreements or use of 2 B'way loading dock...
Other:

NOTE 1: The subscribing insurance company(s), authorized to do business in the State of New York, certifies that insurance of the kinds and types and for limits of liability herein stated, covering the Agreement/Contract herein designated, has been procured by and furnished on behalf of the Insured and is in full force and effect for the period listed on the front of this Certificate of Insurance.

NOTE 2: The subscribing insurance company(s) shall endeavor that no policy referred to herein shall be changed or canceled until thirty (30) days written notice has been sent to the following address: Metropolitan Transportation Authority c/o MTA Risk and Insurance Management Department, 2 Broadway, 21st Floor New York, NY 10004.

NOTE 3: All references to Additional Named Insureds and Additional Insureds include those entities' directors, officers, employees, partners, agents, subsidiaries and affiliates.

NOTE 4: This certificate is issued to the Certificate Holder in consideration of the Agreement/Contract entered into with the named insured. It is understood and agreed that the certificate holder relies on the certificate as basis for continuing such Agreement/Contract with the name insured.

AUTHORIZED INSURER/PRODUCER
BY
(signature of authorized Insurer/Producer)
TITLE

STATE OF)
COUNTY OF) s.s.

On this ___ day of ___ 20___, before me personally came ___ to me known, who being duly sworn, did depose and say that he/she resides in ___ that he/she is the ___ of the corporation and described in and which executed the foregoing Certificate of Insurance, that he/she is fully authorized to execute the foregoing Certificate of Insurance.

(Notary Public)

Guidelines for Submission of Evidence of Insurance

MTA JOINT/MULTI-AGENCY AGREEMENTS

These are basic acceptance guidelines-read your agreement for specific insurance requirements.

Policies must be written by Carriers rated A-/VII or better to be acceptable to MTA & MTA's Operating Agencies

1. General Requirements:

- Use Joint Agency Certificate if contract applies to more than one MTA Agency;
- ACORD Certificate may be used for operating-funded contracts under \$250,000 unless otherwise noted in agreement.

On the Certificate, you are required to:

- Reference the Agreement or Contract #;
- Disclose any deductible, self-insured retention, sub-limit or aggregate limit;
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3. Provide Signed Certificate or a Certified Copy(s) of the actual Policy(s) to:

Mailing Address: MTA Risk and Insurance Management Dept., Standards, Enforcements and Claims Unit, 2 Broadway, 21st floor, New York, NY 10004

MTA - NEW YORK CITY TRANSIT

2 BROADWAY

NEW YORK, N.Y. 10004

DIVISION OF MATERIEL

www.mta.info/nyct/procure/nyctproc.htm

0000020624

NOTICE

-OF-

ADDENDUM

ADDENDUM #1

BID OPENING/DUE DATE:

April 26, 2012



New York City Transit

Division of Materiel

March 22, 2012

ADDENDUM NO. 1

Contract # RFQ20624

**Performance of Bus Coolant Analysis for NYC Transit Department of Buses
and MTA Bus Company**

TO ALL PROSPECTIVE PROPOSERS:

**The Pre-Bid Conference has been rescheduled to Thursday, April 5, 2012 at 2 Broadway,
19th Floor, Room C19.06, New York, NY 10004 from 11:00 am to 2:00 pm.**

**Please note that the Bid Opening Date has been rescheduled. The new Bid Opening Date is
scheduled for Thursday, April 26, 2012 at 2:00 p.m.**

You are hereby notified of the following changes to the Contract.

I. Changes to Contract Documents

- Remove entire "Schedule B" document and replace it with the attached new version of "Schedule B" document. The changes are as follows: Pre-Bid Conference and Procurement Representative information has been updated.

Please be advised that Addenda notification is sent via email to the email address each firm provided in the Bid Document Order Form. Bidders may obtain copies of all Addenda on the NYC Transit website at <http://mta.info/nyct/procure/rfppage.htm>.

Reminder: Be sure to attach this Addendum to your Bid and acknowledge it in the place provided in the Bid. Failure to do so may result in the rejection of your Bid.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel Delia".

Daniel Delia
Procurement Specialist

NEW YORK CITY TRANSIT AUTHORITY

Division of Materiel

Schedule B

SITE INSPECTION / PRE-BID CONFERENCE

RFQ 20624

NEW YORK CITY TRANSIT AUTHORITY SITE INSPECTION/PRE-BID CONFERENCE

Division of Materiel

A. Prospective Bidders are urged to visit and fully acquaint themselves with the existing conditions at the site of the proposed Work ("Project Site"). Each Bidder shall inform itself as to the location and nature of the Work, the character of equipment and facilities needed for the performance of the Work, the general and local conditions, and all matters which may in any way affect the Work under this contract.

In order to assist prospective Bidders in the preparation of their bids, bidders are advised that a tour of inspection of the Project Site will be held at the time and place as indicated below.

Date: N/A

Time: N/A

Place:

Contact Person:

Phone No.:

Prospective Bidders who desire to attend or have a representative attend this inspection shall notify the person indicated above by telephoning the above number not later than noon of the working day preceding the day of the tour.

B. No person shall be allowed to enter upon the Project Site or other Authority property unless he or she shall agree to comply with all conditions imposed by the Authority in connection therewith, including signing a waiver on behalf of himself or herself and the entity which he or she represents of all claims against the Authority and any of its agents or employees arising on account of any personal injury (including death) or property damage occurring while on the Project Site or other Authority property, or arising out of his or her entrance upon such property.

C. Bidders will be conclusively presumed to have full knowledge of any and all conditions concerning the Project Site relating to or affecting in any way the performance of the work to be done under this Contract which were discovered or should have been discovered upon prudent inspection.

D. In order further to assist prospective Bidders in the preparation of their bids, a pre-bid conference will be held at the office of the Authority 2 Broadway, New York, NY 10004, at the time and place indicated below.

Date: April 05, 2012

Time: 11:00 am

Room: 2 Broadway, 19th Floor, Room C.19.06, New York, NY 10004

Procurement Representative: Daniel Delia

Phone No.: (646) 252-6077

Prospective Bidders who desire to attend or have a representative attend this pre-bid conference are requested to notify the Procurement Representative by telephoning the above number not later than noon of the working day preceding the day of the conference.

E. The pre-bid conference shall be informal to the extent that the Authority shall not be bound by any statement made at such conference unless such statement is subsequently issued in an addendum.