



VIA ELECTRONIC AND CERTIFIED MAIL

**CERTIFIED MAIL NO. 7018 1830 0001 4183 5590
RETURN RECEIPT REQUESTED**

March 21, 2024

Ricardo Sanchez, General Chairman
International Brotherhood of Electrical Workers
38B Church Street
Patchogue, NY 11772

Re: Removal of Flammable Refrigerant – Hillside Support Facility

Dear Mr. Sanchez:

This letter is to inform you of the Long Island Rail Road's ("LIRR") plans to utilize a third-party contractor for the above-referenced removal of flammable refrigerant at the Hillside Support Facility. The full details on the tasks involved and the work to be performed are specified in the enclosed Scope of Work. Please note that while the scope of work for this project refers to the removal of "electronic waste," the Carrier's sole intent of this contract is to only use it for the removal of flammable refrigerant at the Hillside Support Facility.

The removal of "flammable refrigerant" is not normally or customarily performed by IBEW Electricians and is not the same as the removal of non-flammable refrigerant. However, the Organization is being advised of the Carrier's plans as a courtesy and so that it will not be misconstrued as being an invasion of the Scope Rule of the Agreement.

This letter is intended solely to advise the Organization of the Carrier's plans. In the event you wish to discuss this project further, please do not hesitate to contact the undersigned. At the present time, the Carrier will proceed with the necessary arrangements to ensure the timely completion of this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Seth J. Blau".

Seth J. Blau
Director – Labor Relations

Enclosure

cc: B. Isaac, C. Herrod, R. Mampallil, S. McHugh, D. Rerekhov, J. Waddell, C. Laube,
P. Dvoskin, K. Coughlin, D. Raskin, A. Conway, S. Schmitt (IBEW), J. Klein (IBEW)

Revised Scope of Work
Removal & Recycling
Obsolete Computer Equipment & Other Miscellaneous Electronic Equipment

SSE No. 251264
Attachment A
Scope of Work

Project Description/General Requirements

The work to be performed under this contract shall consist of furnishing all labor, material and equipment necessary for the proper removal, transportation and recycling of obsolete computer equipment and other miscellaneous electronic equipment from Authority facilities located within New York City, Croton-on-Hudson (NY), North White Plains (NY), Brewster (NY), New Haven (CT), Nassau and Suffolk Counties on Long Island. Authority locations are not limited to those described in this document.

The Contractor shall be R2/RIOS or e-Stewards certified as well as NAID AAA certified. Documentation of such certifications must be presented upon award.

The Contractor must guarantee that all obsolete computer equipment and other miscellaneous electronic equipment will be removed from Authority locations and transported via a licensed carrier and delivered to collection, consolidation or recycling facilities registered with the New York State Department of Environmental Conservation (NYSDEC). The Contractor shall de-identify all equipment by removing all asset tags or labels as well as check all equipment for data storage devices, which will be immediately removed and destroyed guaranteeing that the data is destroyed or otherwise rendered into a condition in which it is incapable of being recovered.

The equipment not slated for reuse or resale shall be subjected to a destructive recycling process with all items demanufactured into the original components and the resulting materials recycled in a manner in full compliance with the regulatory requirements of NYSDEC and all other applicable city, state, federal and regulatory agencies. The Contractor performing Work hereunder must provide copies of the company's valid NYSDEC "C7" notification for their facilities as well as each Authority generating location serviced under this contract to the Project Manager-Asset Recovery. The Contractor shall provide any permits and/or licenses that the Authority may require, and is obligated to ensure that all such certifications, permits/licenses are current during the term of the contract.

The Contractor shall pick-up, transport and deliver to recycling facilities, obsolete computer equipment and other miscellaneous electronic equipment within seven (7) business days of receipt of request by the Project Manager-Asset Recovery and shall coordinate pick up arrangements with the Project Manager-Asset Recovery's designee at least twenty-four (24) hours prior to the scheduled pickup. The Contractor shall have at least two vehicles at their disposal at all times during the term of this contract for picking up materials and operate a warehouse/processing facility within 100 miles of New York City. All of the work done under this agreement shall be done on an as-needed basis, between 8:00 AM and 4:00 PM, Monday through Friday, at the direction of the Project Manager-Asset Recovery, excluding Authority observed holidays. The Work shall be performed in accordance with all applicable federal, state and local laws, rules and regulations.

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Time is of the essence to this Contract. In accordance with MTA Purchase Order Terms and Conditions Section 4 – “Performance of Services,” Part 4.1 – “Time of Performance; Delays”, in the event of a delay in delivery of any Work under this Contract beyond the 7 days specified above or beyond the period to which such time may be extended by the Authority as herein provided, the Authority shall be paid damages for such delay. Inasmuch as the amount of such damages and the loss to the Authority will be extremely difficult to ascertain, it is hereby expressly agreed that such damages will be liquidated and paid as follows: The Contractor shall pay the Authority for each and every day (per Day), of unexcused delay, except Saturdays, Sundays and legal holidays, the sum of one hundred dollars (\$150.00) per location, which sum is hereby agreed upon not as a penalty but as liquidated damages.

The Contractor shall pay all fees and shall be responsible for obtaining all permits and /or licenses required under any federal, state or local laws, rules and regulations for all work performed under the Contract, including work performed by subcontractors. The Contractor shall follow instructions of the Project Manager-Asset Recovery during the execution of this Contract while on Authority property. The Contractor may be assessed liquidated damages for non-compliance.

All removals must be supervised by Authority personnel designated by the Project Manager. All material removed must be weighed on a certified scale at the Contactor’s warehouse/processing facility; the certificate of calibration must be presented to the Project Manager-Asset Recovery upon request. NYC Transit reserves the right to require re-certification by the Contractor during the term of the Contract, as necessary. Alternatively, upon prior approval by the Project Manager-Asset Recovery, the Contractor may use public scales for weighing; both tare and gross weights must be printed on the scale ticket for each removal and submitted together with the Contractor’s invoice. Public Scales must be certified semi-annually for accuracy by the State or other appropriate government agency. All certificates must be presented to the Project Manager – Asset Recovery upon request.

All removals must be witnessed and approved via signature by authorized Authority personnel or their designees. In addition, the Authority reserves the right for its Project Manager-Asset Recovery to inspect the Contractor’s facilities and review records in Contractor’s possession related to the Authority, at any time during the Contractor’s hours of operation, and to take other action deemed necessary to monitor the Contractor’s compliance with the terms and conditions in this Contract.

The Contractor shall invoice the Authority not more than once each month subject to the Contractor’s compliance with the submission requirements contained in MTA Purchase Order Terms and Conditions, Number 7 Invoices in its entirety. Payment for each service performed the preceding month shall be in accordance with the applicable unit prices as set forth in the Price Schedule. For the Contractor to be entitled to receive payment, the Contractor’s invoice must clearly set forth a description of the material picked up, including the quantity, weights and cost of services rendered. In addition to a proper invoice, a printed weight ticket from a certified truck scale site, a comprehensive inventory report and as appropriate, a Certificate of Destruction must be submitted with the invoice to receive payment. Failure to submit a proper invoice with all supporting documents will result in payment being withheld until a proper invoice is received.

The Contractor shall take legal title to all material described under this contract upon removal of such material from Authority property.

It shall be the Contractor's responsibility to deliver any and all required reports to the relevant regulatory authorities and to the Project Manager-Asset Recovery. Further, the Contractor must provide proper documentation as required by law and/or the recycling facility as well as the Project Manager – Asset Recovery, such as Certificates of Completion/Recycling/Destruction or other manifests or reports, at any time, even after the work has been completed.

Description of Work as specified in the Price Schedule

Item 1 - Obsolete Computer Equipment Removal

The Contractor shall provide all labor, material and equipment necessary for the proper removal, transportation and recycling of obsolete computer equipment and peripherals, including but not limited to, CPUs, monitors, flat panel monitors, dumb terminals, plotters, laptops, servers, printers, scanners, faxes, hard drives, keyboards, mice, from Authority facilities. The Authority reserves the right to increase or decrease the number of locations during the term of this Contract, with no additional cost to the Authority. This material will be available at the loading dock level, palletized in minimum lots of 100 items.

Item 2 - Data Storage Device Destruction

The Contractor shall guarantee that any such equipment or components of such equipment, on which data has been, or is capable of having been stored, will be destroyed or otherwise rendered into a condition in which any data will be incapable of being recovered. Procedures utilized must be in compliance with either DOD 5220.22 or NIST 800-88 industry standards. Such destruction or rendering will be certified by delivery of such documents as may be further specified and acceptable to the Authority.

- a. The destruction or rendering of such equipment or components of such equipment, as described above, shall be completed no later than thirty (30) days after the equipment is picked up from Authority locations and delivered to the Contractor's facility.
- b. The Contractor shall provide a witnessed on-site destruction of the equipment described above. This material will be available at the loading dock level in minimum lots of 100 pieces. Combustion engines shall not be kept running in any loading dock areas. A Certificate of Destruction will be provided to Authority representative upon completion.

Item 3 - Equipment Prep Work

The Contractor shall provide all labor, material and equipment necessary to prepare obsolete computer equipment and / or other miscellaneous electronic equipment for removal and recycling from Authority locations, as directed by the Project Manager-Asset Recovery. This material, once prepared as described below, shall be brought to the loading dock for removal, transportation and recycling.

The Contractor must guarantee that the obsolete computer equipment and other miscellaneous equipment that is to be prepared for recycling will be recorded in an Excel Spreadsheet and shall include the asset tag, serial number, model, manufacturer, approximate weight and the associated pallet number and any other information as required by the Project Manager-Asset Recovery. The material shall be shrink wrapped, palletized, and the pallets shall be marked in bold numbers identifying each lot number of all inventoried and recorded equipment. The Contractor shall send the list of material to Asset Recovery upon completion. The Contractor shall perform this service as frequently as deemed necessary to remove the material in a timely manner. The Contractor will provide shrink wrap, pallets and all other miscellaneous material necessary to complete the job.

Item 4 - Miscellaneous Electronic Equipment Recycling

The Contractor shall provide all labor, material and equipment necessary for the proper removal, transportation and recycling of other miscellaneous electronic and wireless equipment (including various Mobile devices) from Authority facilities (as defined in Appendix 1). This equipment may be in small quantities at Authority facilities. The Authority reserves the right to increase or decrease the number of locations during the term of this Contract, with no additional cost to the Authority.

- a. The Contractor shall provide all labor, material and equipment necessary to remove and dispose/recycle miscellaneous electronic equipment.
- b. The Contractor shall provide all labor, material and equipment necessary to remove and dispose/recycle miscellaneous electronic equipment containing Freon.

Item 5- Miscellaneous Service

The Contractor shall, upon request by the Project Manager, Asset Recovery, perform work not specified elsewhere in the Price Schedule, and associated with the removal of electronic equipment, at Authority facilities. Payment will be made based on presentation of documents (e.g. quotes, invoices) or reference sources that support pricing.

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Item 6- Appearance Fee

The Contractor shall be compensated for delays when access to the work site cannot be provided by the Authority, or when the waiting time exceeds two (2) hours from the scheduled pick-up time.

APPENDIX 1

Other (*) Related Equipment List

1. Cable or Satellite Box
2. Fax Machine
3. Mobile Devices
 - Cell Phones
 - Tablets
 - iPads
 - Mifi's
 - MP3 Player
4. Scanner
5. Server
6. Television
7. VCR/DVR/DVD Player
8. CRT
9. Electronic Pointing Device
10. Digital Converter Box
11. Air Conditioner
12. Water Cooler
13. Refrigerator
14. Ice Maker

* This list is not exclusive. The Contractor may be asked to remove items not listed at any time during the term of the Contract.