

Important – Please Read

Contractor / Subcontractor employees will not be allowed on Norfolk Southern property without an eRailSafe issued picture identification card.

eRailSafe

CONTRACTOR / SUBCONTRACTOR EMPLOYEE SECURITY: (a) Contractor / Subcontractor must secure a background investigation of its employees through e-VERIFILE.com, who will or might enter upon the property of Railway. Contractor / Subcontractor employees successfully undergoing the background investigation will be issued a picture identification card which will be required for the Contractor's employees to enter and work on NS property or perform services for NS. Contractor / Subcontractor employees without the identification will not be allowed to work on NS property. Please note that nothing in this background investigation requirement is to be taken as preventing Contractor from hiring any particular individual or requiring Contractor to terminate such individual if already hired; however, a successful background investigation is a mandatory requirement to enable the individual Contractor / Subcontractor employee to enter upon the property of Railway. Employees leaving the employment of Contractor must surrender the identification card to either Contractor or to NS. While NS has negotiated on the behalf of Contractor standard volume rates with e-VERIFILE.com for e-VERIFILE services and products, all charges incurred in the use of e-VERIFILE services and products are the sole responsibility of Contractor. Where a contract permits Contractor to charge travel and business expenses to NS, the e-VERIFILE.com charges are not included among such recoverable expenses. Contractor may include such charges as a part of its overhead costs in determining its price proposals. Contractor must execute e-VERIFILE.com's standard Subscriber Agreement —failure to do so voids this Agreement. **The contact information for e-VERIFILE.com is as follows: www.erailsafe.com or 1-800-560-6435.** (b) In the event that NS ceases the use of e-VERIFILE.com for background investigations or switches to another similar service, Contractor will be notified by NS of the termination and/or transfer. In the event that NS switches to another vendor for similar services the requirements of this Section will apply to Contractor with regard to the use of the alternative vendor's services. (c) NS does not warrant or guarantee either the accuracy or completeness of the services performed by e-VERIFILE.com; and NS shall have no responsibility to Contractor for the services performed by e-VERIFILE.com. Contractor uses such services as between NS and Contractor solely at the risk of Contractor. NS leaves it to the sole discretion of Contractor as to performing other background investigations of Contractor's employees. (d) Contractor must comply with all applicable federal and state laws, rules and regulations applicable to background investigations of employees (including, but not limited to, appeal rights and the protection of employee personal information).