

THE PORT AUTHORITY OF NY & NJ

**PROCUREMENT DEPARTMENT
4 WORLD TRADE CENTER
150 GREENWICH STREET, 21ST FL.
NEW YORK, NY 10007**

7/28/2016

ADDENDUM # 3

To prospective Bidder(s) on Bid # 46529 for PATH's Smartlink Customer Services

Due back on 8/2/2016, no later than 11:00AM

I. CHANGES/MODIFICATIONS

The following changes/modifications are hereby made to the solicitation documents:

- **In the Bid document delete Part IV and V and replace with the updated Part IV and Part V attachments.**
- **All Bidders must submit their bids with the updated Part IV and Part V attachments.**

The Port Authority of New York and New Jersey does not guarantee the relevancy of the pricing material as it may pertain to proposals solicited for other contracts. Vendors are cautioned that the use of this information, to determine future bid prices, or for any other purpose, shall be used at the vendor's own risk. Bid prices should be based on the company's costs, overhead and profit. The material requested may be based on a different specification and/or different quantity or delivery requirements than those in future solicitations.

This communication should be initialed by you and annexed to your Bid upon submission.

In case any Bidder fails to conform to these instructions, its Bid will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ

SELENE ORTEGA, MANAGER
COMMODITIES AND SERVICES

BIDDER'S FIRM NAME: _____

INITIALED: _____

DATE: _____

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO
LESLEY BROWN, WHO CAN BE REACHED AT (212) 435 -4648 OR AT
LBROWN@PANYNJ.GOV.

PART IV – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S), TABLE OF CONTENTS

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PART IV – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S)

1. SIGNATURE SHEET

OFFER: The undersigned offers and agrees to furnish to the Port Authority of New York and New Jersey the services and/or materials in compliance with all terms, conditions, specifications and addenda of the Contract. Signature also certifies understanding and compliance with the certification requirements of the standard terms and conditions as contained in the Standard Contract Terms and Conditions. This offer shall be irrevocable for one hundred twenty (120) days after the date on which the Port Authority opens this bid.

**ONLY THE COMPANY NAMED AS THE BIDDING ENTITY BELOW WILL RECEIVE PAYMENT.
THIS MUST BE THE SAME NAMED COMPANY AS INDICATED ON THE COVER SHEET**

Bidding Entity _____

Bidder's Address _____

City, State, Zip _____

Telephone No. _____ FAX _____

Email _____ EIN# _____

SIGNATURE _____ Date _____

Print Name and Title _____

ACKNOWLEDGEMENT:

STATE OF: _____

COUNTY OF: _____

On this ___ day of _____, 20___, personally came before me, _____, who duly sworn by me, did depose that (s)he has knowledge of the matters herein stated, that they are in all respects true and that (s)he has been authorized to execute the foregoing offer and statement of irrevocability on behalf of said corporation, partnership or firm.

Notary Public

NOTE: If a joint venture is bidding, duplicate this Signature Sheet and have each party to the joint venture sign separately and affix to the back of this Signature Sheet.

Bidder attention is called to the certification requirements contained in the Standard Contract Terms and Conditions, Part III. Indicate below if a signed, explanatory statement in connection with this section is attached hereto.

If certified by the Port Authority as an SBE or MWBE: _____ (indicate which one and date).

2. NAME AND RESIDENCE OF PRINCIPALS SHEET

Names and Residence of Principals of Bidder. If general or limited partner, or individual, so indicate.

| NAME | TITLE | ADDRESS OF RESIDENCE (Do not give business address) |
|------|-------|--------------------------------------------------------|
|------|-------|--------------------------------------------------------|

3. PRICING SHEET(S)

Entry of Prices

- a. The prices quoted shall be written in figures, in ink, preferably in black ink where required in the spaces provided on the Pricing Sheet(s) attached hereto and made a part hereof. Prices must be quoted in United States Dollars. All figures inserted will be interpreted as being quoted in United States Dollars.
- b. All Bidders are asked to ensure that all charges quoted for similar operations in the Contract are consistent.
- c. Prices must be submitted for each Item required on the Pricing Sheet(s). Bidders are advised that the Items on the Pricing Sheet(s) correspond to the required services set forth in the Specifications hereunder.
- d. Bidders must insert all figures as required and verify all computations for accuracy. The Port Authority in its sole judgment reserves the right to: (1) reject Bids without checking them for mathematical errors or omissions, (2) reject Bids that contain or appear to contain errors or omissions, and (3) supply corrections to Bids that contain or appear to contain mathematical errors and omissions, and in this case the Port Authority reserves the right to recompute the Total Estimated Contract Price based upon the Unit Prices inserted by the Bidder, which amount shall govern in all cases.
- e. In the event that a Bidder quotes an amount in the Total Estimated column but omits to quote a Unit Price for that amount in the space provided, the Port Authority reserves the right to compute and insert the appropriate Unit Price.
- f. The Total Estimated Contract Price is solely for the purpose of facilitating the comparisons of Bids. Compensation shall be in accordance with the section of this Contract entitled "Payment".
- g. The Total Estimated Contract Price shall be obtained by adding the Estimated Annual Contract Price for the first year of the Contract to the Estimated Annual Contract Price for each subsequent year, including in the Estimated Annual Contract Price for the following years, if applicable.

**PRICING SHEETS
CUSTOMER SUPPORT SERVICES**

A. YEAR ONE - STAFFING

| Item of Work (Description) | Est. Annual Hours | | Hourly Price | = | Estimated Annual Total |
|--------------------------------------------------------------|----------------------|---|--------------|---|------------------------------|
| Customer Service Center Representatives | 12,480 | x | \$ | = | \$ |
| Customer Service Center Representative Overtime | 200 | | | | |
| Senior Customer Service Center Representatives | 8,320 | x | \$ | = | \$ |
| Senior Customer Service Center Representative Overtime | 300 | | | | |
| Customer Service Center Supervisor | 2,080 | x | \$ | = | \$ |
| Customer Service Center Supervisor Overtime | 100 | | | | |
| SmartLink Program Specialist | 2,080 | x | \$ | = | \$ |
| SmartLink Program Specialist Overtime | 100 | | | | |

A. ESTIMATED YEAR ONE STAFFING CONTRACT PRICE: \$ _____

B. *MONTHLY MANAGEMENT FEE \$ _____ X 12 MONTHS = \$ _____
MONTHLY FEE TOTAL MGMT FEE

* Provide a detailed cost breakdown of the Management Fee which shall include compensation (direct hourly rate and billable rate) and supplemental benefits for the cost of the Customer Service Center Manager, and it shall also include, but not be limited to, overhead, profit, equipment not furnished by PATH and all other expenses in connection with the performance of this Contract, whether or not presently foreseen or foreseeable, other than those charges specifically included herein. Those costs already included in the Calculation of Hourly Rate Forms shall not be included in the Management Fee.

C. SWAC ALLOWANCE = \$6,120

D. **ESTIMATED YEAR ONE CONTRACT PRICE: \$ _____
(A+B+C=D)

**Carry-over sum to Price Sheet Summary

E. YEAR TWO – STAFFING

| Item of Work (Description) | Est. Annual Hours | | Hourly Price | = | Estimated Annual Total |
|-----------------------------------------------------------------------|------------------------------|----------|---------------------|----------|---------------------------------------|
| Customer Service Center Representatives | 12,480 | x | \$ | = | \$ |
| Customer Service Center Representative Overtime | 200 | | | | |
| Senior Customer Service Center Representatives | 8,320 | x | \$ | = | \$ |
| Senior Customer Service Center Representative Overtime | 300 | | | | |
| Customer Service Center Supervisor | 2,080 | x | \$ | = | \$ |
| Customer Service Center Supervisor Overtime | 100 | | | | |
| SmartLink Program Specialist | 2,080 | x | \$ | = | \$ |
| SmartLink Program Specialist Overtime | 100 | | | | |

E. ESTIMATED YEAR TWO STAFFING CONTRACT PRICE: \$ _____

F. *MONTHLY MANAGEMENT FEE \$ _____ X 12 MONTHS = \$ _____
MONTHLY FEE TOTAL MGMT FEE

* Provide a detailed cost breakdown of the Management Fee which shall include compensation (direct hourly rate and billable rate) and supplemental benefits for the cost of the Customer Service Center Manager, and it shall also include, but not be limited to, overhead, profit, equipment not furnished by PATH and all other expenses in connection with the performance of this Contract, whether or not presently foreseen or foreseeable, other than those charges specifically included herein. Those costs already included in the Calculation of Hourly Rate Forms shall not be included in the Management Fee.

G. **ESTIMATED YEAR TWO CONTRACT PRICE: \$ _____
(E+F=G)

****Carry-over sum to Price Sheet Summary**

H. YEAR THREE – STAFFING

| Item of Work (Description) | Est. Annual Hours | | Hourly Price | = | Estimated Annual Total |
|------------------------------------------------------------------------|------------------------------|----------|---------------------|----------|---------------------------------------|
| Customer Service Center Representatives | 12,480 | x | \$ | = | \$ |
| Customer Service Center Representative Overtime | 200 | | | | |
| Senior Customer Service Center Representative | 8,320 | x | \$ | = | \$ |
| Senior Customer Service Center Representatives Overtime | 300 | | | | |
| Customer Service Center Supervisor | 2,080 | x | \$ | = | \$ |
| Customer Service Center Supervisor Overtime | 100 | | | | |
| SmartLink Program Specialist | 2,080 | x | \$ | = | \$ |
| SmartLink Program Specialist Overtime | 100 | | | | |

H. ESTIMATED YEAR THREE STAFFING CONTRACT PRICE: \$ _____

I.*MONTHLY MANAGEMENT FEE \$ _____ X 12 MONTHS = \$ _____
MONTHLY FEE TOTAL MGMT FEE

*Provide a detailed cost breakdown of the Management Fee which shall include compensation (direct hourly rate and billable rate) and supplemental benefits for the cost of the Customer Service Center Manager, and it shall also include, but not be limited to, overhead, profit, equipment not furnished by PATH and all other expenses in connection with the performance of this Contract, whether or not presently foreseen or foreseeable, other than those charges specifically included herein. Those costs already included in the Calculation of Hourly Rate Forms shall not be included in the Management Fee.

J. **ESTIMATED YEAR THREE CONTRACT PRICE: \$ _____
(H+I=J)

****Carry-over sum to Price Sheet Summary**

PRICE SHEET SUMMARY

YEAR ONE CUSTOMER SUPPORT SERVICES \$ _____ **(D)**

YEAR TWO CUSTOMER SUPPORT SERVICES \$ _____ **G)**

YEAR THREE CUSTOMER SUPPORT SERVICES \$ _____ **(J)**

K. TOTAL ESTIMATED THREE (3) YEAR CONTRACT PRICE \$ _____
(D+G+J=K)

Please note:

All Contract prices submitted by the Contractor and agreed to by PATH shall be applicable to the three (3) years of the Base Term.

No direct reimbursement is provided in the Contract for among other things, uniforms, office supplies, office telephone service, wireless phones, certain training etc., and accordingly the Contractor should consider these costs in determining its hourly charges. Also in computing the hourly charges please refer to the section entitled "Wages, Salaries, Health and Supplemental Benefits.

The quantities set forth in the Contractor's Pricing Sheets are estimated only for the purpose of Bid comparison. PATH makes no representation as to what the actual quantities may be. The Contractor's compensation will be computed based solely on the actual services provided.

4. CALCULATION OF HOURLY RATE FORM

INSTRUCTIONS FOR CALCULATION OF AVERAGE HOURLY RATE FORM

Attached are the “Calculation of Average Hourly Rate” forms for the enumerated positions under this Contract, for each year of the Base Term. A separate form is required for each employee category. The Bidder shall use these forms in support of the Wages, Health and Supplemental Benefits Clause required under this Contract. When completing this form, please refer to the definitions located in the aforementioned clause.

A Bidder’s entries in these forms for Item#1, Item#2 and Item #3 shall become requirements if the bid is accepted by the Port Authority and the Bidder must maintain the averages quoted at all times.

Nothing in the forms shall modify the requirements of the clause entitled, “Wages, Health and Supplemental Benefits” or the terms and conditions of the subject Contract.

Please note that all calculations should be based on two thousand and eighty (2,080) annual hours.

CONTRACTOR'S NAME: _____ BID NUMBER _____

CUSTOMER SERVICE CENTER REPRESENTATIVE

YEAR ONE

MINIMUM WAGE: \$11.11

FULL-TIME EMPLOYEES FORM

ITEM # 1

AVERAGE HOURLY DIRECT WAGES \$ _____
NUMBER OF EMPLOYEES _____

ITEM #2

AVERAGE HEALTH BENEFITS
HEALTH \$ _____

ITEM #3

| AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) | | NUMBER OF DAYS PROVIDED |
|-----------------------------------------------------------|----------|----------------------------|
| HOLIDAY ALLOWANCE | \$ _____ | _____ |
| VACATION ALLOWANCE | \$ _____ | _____ |
| SICK TIME ALLOWANCE | \$ _____ | _____ |
| PENSION | \$ _____ | |
| WELFARE | \$ _____ | |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | \$ _____ | |

SUB TOTAL (ITEMS # 1, 2 & 3) \$ _____ sub total 1, 2 & 3

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A. \$ _____
N.Y.S.U.I./ N.J.S.U.I. \$ _____
F.U.I. \$ _____
WORKERS' COMPENSATION \$ _____
GENERAL LIABILITY INSURANCE \$ _____
DISABILITY INSURANCE \$ _____
OTHER TAXES AND INSURANCE \$ _____
SPECIFY _____

ITEM #5

AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)
VEHICLE/MTCE/FUEL \$ _____
UNIFORMS \$ _____
EQUIPMENT \$ _____
MATERIALS \$ _____
SUPPLIES \$ _____
RELIEF \$ _____
ROLL CALL \$ _____
OTHER COMPONENTS NOT SPECIFIED ABOVE \$ _____
SPECIFY _____

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD
AND PROFIT \$ _____
TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ _____

CONTRACTOR'S NAME: _____ BID NUMBER _____

CUSTOMER SERVICE CENTER REPRESENTATIVE

YEAR TWO

MINIMUM WAGE: \$11.22

FULL-TIME EMPLOYEES FORM

ITEM# 1

AVERAGE HOURLY DIRECT WAGES \$ _____
NUMBER OF EMPLOYEES _____

ITEM #2

AVERAGE HEALTH BENEFITS
HEALTH \$ _____

ITEM #3

| AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) | | NUMBER OF DAYS PROVIDED |
|-----------------------------------------------------------|----------|----------------------------|
| HOLIDAY ALLOWANCE | \$ _____ | _____ |
| VACATION ALLOWANCE | \$ _____ | _____ |
| SICK TIME ALLOWANCE | \$ _____ | _____ |
| PENSION | \$ _____ | |
| WELFARE | \$ _____ | |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | \$ _____ | |

SUB TOTAL (ITEMS # 1, 2 & 3) \$ _____ sub total 1, 2 & 3

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A. \$ _____
N.Y.S.U.I./ N.J.S.U.I. \$ _____
F.U.I. \$ _____
WORKERS' COMPENSATION \$ _____
GENERAL LIABILITY INSURANCE \$ _____
DISABILITY INSURANCE \$ _____
OTHER TAXES AND INSURANCE \$ _____
SPECIFY _____

ITEM #5

AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL \$ _____
UNIFORMS \$ _____
EQUIPMENT \$ _____
MATERIALS \$ _____
SUPPLIES \$ _____
RELIEF \$ _____
ROLL CALL \$ _____
OTHER COMPONENTS NOT SPECIFIED ABOVE \$ _____
SPECIFY _____

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD
AND PROFIT \$ _____

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ _____

PART IV - 10
PART IV – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S)

Rev. 6/12/15 (PA/PATH)

CONTRACTOR'S NAME: _____ BID NUMBER _____

CUSTOMER SERVICE CENTER REPRESENTATIVE
YEAR THREE
MINIMUM WAGE: \$11.33
FULL-TIME EMPLOYEES FORM

ITEM # 1

AVERAGE HOURLY DIRECT WAGES \$ _____
NUMBER OF EMPLOYEES _____

ITEM #2

AVERAGE HEALTH BENEFITS
HEALTH \$ _____

ITEM #3

| AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) | NUMBER OF DAYS PROVIDED |
|-----------------------------------------------------------|----------------------------|
| HOLIDAY ALLOWANCE | \$ _____ |
| VACATION ALLOWANCE | \$ _____ |
| SICK TIME ALLOWANCE | \$ _____ |
| PENSION | \$ _____ |
| WELFARE | \$ _____ |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | \$ _____ |

SUB TOTAL (ITEMS # 1, 2 & 3) \$ _____ sub total 1, 2 & 3

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A. \$ _____
N.Y.S.U.I./ N.J.S.U.I. \$ _____
F.U.I. \$ _____
WORKERS' COMPENSATION \$ _____
GENERAL LIABILITY INSURANCE \$ _____
DISABILITY INSURANCE \$ _____
OTHER TAXES AND INSURANCE \$ _____
SPECIFY _____

ITEM #5

AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)
VEHICLE/MTCE/FUEL \$ _____
UNIFORMS \$ _____
EQUIPMENT \$ _____
MATERIALS \$ _____
SUPPLIES \$ _____
RELIEF \$ _____
ROLL CALL \$ _____
OTHER COMPONENTS NOT SPECIFIED ABOVE \$ _____
SPECIFY _____

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD
AND PROFIT \$ _____
TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ _____

PART IV - 11
PART IV – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S)

CONTRACTOR'S NAME: _____ BID NUMBER _____
 SENIOR CUSTOMER SERVICE CENTER REPRESENTATIVE
 YEAR ONE
MINIMUM WAGE: \$14.94
FULL-TIME EMPLOYEES FORM

ITEM # 1

AVERAGE HOURLY DIRECT WAGES \$ _____
 NUMBER OF EMPLOYEES _____

ITEM #2

AVERAGE HEALTH BENEFITS
 HEALTH \$ _____

ITEM #3

| AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) | | NUMBER OF DAYS PROVIDED |
|-----------------------------------------------------------|----------|----------------------------|
| HOLIDAY ALLOWANCE | \$ _____ | _____ |
| VACATION ALLOWANCE | \$ _____ | _____ |
| SICK TIME ALLOWANCE | \$ _____ | _____ |
| PENSION | \$ _____ | |
| WELFARE | \$ _____ | |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | \$ _____ | |

SUB TOTAL (ITEMS # 1, 2 & 3) \$ _____ sub total 1, 2 & 3

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A. \$ _____
 N.Y.S.U.I./ N.J.S.U.I. \$ _____
 F.U.I. \$ _____
 WORKERS' COMPENSATION \$ _____
 GENERAL LIABILITY INSURANCE \$ _____
 DISABILITY INSURANCE \$ _____
 OTHER TAXES AND INSURANCE \$ _____
 SPECIFY _____

ITEM #5

AVERAGE ADDITIONAL COMPONENTS
 (IF APPLICABLE)
 VEHICLE/MTCE/FUEL \$ _____
 UNIFORMS \$ _____
 EQUIPMENT \$ _____
 MATERIALS \$ _____
 SUPPLIES \$ _____
 RELIEF \$ _____
 ROLL CALL \$ _____
 OTHER COMPONENTS NOT SPECIFIED ABOVE \$ _____
 SPECIFY _____

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD
 AND PROFIT \$ _____
 TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ _____

CONTRACTOR'S NAME: _____ BID NUMBER _____
 SENIOR CUSTOMER SERVICE CENTER REPRESENTATIVE
 YEAR TWO
MINIMUM WAGE: \$15.09
FULL-TIME EMPLOYEES FORM

ITEM # 1

AVERAGE HOURLY DIRECT WAGES \$ _____
 NUMBER OF EMPLOYEES _____

ITEM #2

AVERAGE HEALTH BENEFITS
 HEALTH \$ _____

ITEM #3

| AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) | | NUMBER OF DAYS PROVIDED |
|-----------------------------------------------------------|----------|----------------------------|
| HOLIDAY ALLOWANCE | \$ _____ | _____ |
| VACATION ALLOWANCE | \$ _____ | _____ |
| SICK TIME ALLOWANCE | \$ _____ | _____ |
| PENSION | \$ _____ | |
| WELFARE | \$ _____ | |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | \$ _____ | |

SUB TOTAL (ITEMS # 1, 2 & 3) \$ _____ sub total 1, 2 & 3

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A. \$ _____
 N.Y.S.U.I./ N.J.S.U.I. \$ _____
 F.U.I. \$ _____
 WORKERS' COMPENSATION \$ _____
 GENERAL LIABILITY INSURANCE \$ _____
 DISABILITY INSURANCE \$ _____
 OTHER TAXES AND INSURANCE \$ _____
 SPECIFY _____

ITEM #5

AVERAGE ADDITIONAL COMPONENTS
 (IF APPLICABLE)
 VEHICLE/MTCE/FUEL \$ _____
 UNIFORMS \$ _____
 EQUIPMENT \$ _____
 MATERIALS \$ _____
 SUPPLIES \$ _____
 RELIEF \$ _____
 ROLL CALL \$ _____
 OTHER COMPONENTS NOT SPECIFIED ABOVE \$ _____
 SPECIFY _____

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD
 AND PROFIT \$ _____
 TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ _____

CONTRACTOR'S NAME: _____ BID NUMBER _____
 SENIOR CUSTOMER SERVICE CENTER REPRESENTATIVE
 YEAR THREE
MINIMUM WAGE: \$15.24
FULL-TIME EMPLOYEES FORM

ITEM # 1

AVERAGE HOURLY DIRECT WAGES \$ _____
 NUMBER OF EMPLOYEES _____

ITEM #2

AVERAGE HEALTH BENEFITS
 HEALTH \$ _____

ITEM #3

| AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) | | NUMBER OF DAYS PROVIDED |
|-----------------------------------------------------------|----------|----------------------------|
| HOLIDAY ALLOWANCE | \$ _____ | _____ |
| VACATION ALLOWANCE | \$ _____ | _____ |
| SICK TIME ALLOWANCE | \$ _____ | _____ |
| PENSION | \$ _____ | |
| WELFARE | \$ _____ | |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | \$ _____ | |

SUB TOTAL (ITEMS # 1, 2 & 3) \$ _____ sub total 1, 2 & 3

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A. \$ _____
 N.Y.S.U.I./ N.J.S.U.I. \$ _____
 F.U.I. \$ _____
 WORKERS' COMPENSATION \$ _____
 GENERAL LIABILITY INSURANCE \$ _____
 DISABILITY INSURANCE \$ _____
 OTHER TAXES AND INSURANCE \$ _____
 SPECIFY _____

ITEM #5

AVERAGE ADDITIONAL COMPONENTS
 (IF APPLICABLE)

VEHICLE/MTCE/FUEL \$ _____
 UNIFORMS \$ _____
 EQUIPMENT \$ _____
 MATERIALS \$ _____
 SUPPLIES \$ _____
 RELIEF \$ _____
 ROLL CALL \$ _____
 OTHER COMPONENTS NOT SPECIFIED ABOVE \$ _____
 SPECIFY _____

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD
 AND PROFIT \$ _____

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ _____

CONTRACTOR'S NAME: _____ BID NUMBER _____

CUSTOMER SERVICE CENTER SUPERVISOR

YEAR ONE

MINIMUM WAGE: \$18.88

FULL-TIME EMPLOYEES FORM

ITEM # 1

AVERAGE HOURLY DIRECT WAGES \$ _____
NUMBER OF EMPLOYEES _____

ITEM #2

AVERAGE HEALTH BENEFITS
HEALTH \$ _____

ITEM #3

| AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) | | NUMBER OF DAYS PROVIDED |
|-----------------------------------------------------------|----------|----------------------------|
| HOLIDAY ALLOWANCE | \$ _____ | _____ |
| VACATION ALLOWANCE | \$ _____ | _____ |
| SICK TIME ALLOWANCE | \$ _____ | _____ |
| PENSION | \$ _____ | |
| WELFARE | \$ _____ | |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | \$ _____ | |

SUB TOTAL (ITEMS # 1, 2 & 3) \$ _____ sub total 1, 2 & 3

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A. \$ _____
N.Y.S.U.I./ N.J.S.U.I. \$ _____
F.U.I. \$ _____
WORKERS' COMPENSATION \$ _____
GENERAL LIABILITY INSURANCE \$ _____
DISABILITY INSURANCE \$ _____
OTHER TAXES AND INSURANCE \$ _____
SPECIFY _____

ITEM #5

AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)
VEHICLE/MTCE/FUEL \$ _____
UNIFORMS \$ _____
EQUIPMENT \$ _____
MATERIALS \$ _____
SUPPLIES \$ _____
RELIEF \$ _____
ROLL CALL \$ _____
OTHER COMPONENTS NOT SPECIFIED ABOVE \$ _____
SPECIFY _____

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD
AND PROFIT \$ _____
TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ _____

PART IV - 15
PART IV – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S)

Rev. 6/12/15 (PA/PATH)

CONTRACTOR'S NAME: _____ BID NUMBER _____

CUSTOMER SERVICE CENTER SUPERVISOR
YEAR TWO

MINIMUM WAGE: \$19.07
FULL-TIME EMPLOYEES FORM

ITEM # 1

AVERAGE HOURLY DIRECT WAGES \$ _____
NUMBER OF EMPLOYEES _____

ITEM #2

AVERAGE HEALTH BENEFITS
HEALTH \$ _____

ITEM #3

| AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) | | NUMBER OF DAYS PROVIDED |
|-----------------------------------------------------------|----------|----------------------------|
| HOLIDAY ALLOWANCE | \$ _____ | _____ |
| VACATION ALLOWANCE | \$ _____ | _____ |
| SICK TIME ALLOWANCE | \$ _____ | _____ |
| PENSION | \$ _____ | |
| WELFARE | \$ _____ | |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | \$ _____ | |

SUB TOTAL (ITEMS # 1, 2 & 3) \$ _____ sub total 1, 2 & 3

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A. \$ _____
N.Y.S.U.I./ N.J.S.U.I. \$ _____
F.U.I. \$ _____
WORKERS' COMPENSATION \$ _____
GENERAL LIABILITY INSURANCE \$ _____
DISABILITY INSURANCE \$ _____
OTHER TAXES AND INSURANCE \$ _____
SPECIFY _____

ITEM #5

AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

| | |
|-------------------------------------------------------|----------|
| VEHICLE/MTCE/FUEL | \$ _____ |
| UNIFORMS | \$ _____ |
| EQUIPMENT | \$ _____ |
| MATERIALS | \$ _____ |
| SUPPLIES | \$ _____ |
| RELIEF | \$ _____ |
| ROLL CALL | \$ _____ |
| OTHER COMPONENTS NOT SPECIFIED ABOVE SPECIFY _____ | \$ _____ |

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD
AND PROFIT \$ _____
TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ _____

PART IV - 16
PART IV – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S)

Rev. 6/12/15 (PA/PATH)

CONTRACTOR'S NAME: _____ BID NUMBER _____

CUSTOMER SERVICE CENTER SUPERVISOR

YEAR THREE

MINIMUM WAGE: \$19.26

FULL-TIME EMPLOYEES FORM

ITEM # 1

AVERAGE HOURLY DIRECT WAGES \$ _____
NUMBER OF EMPLOYEES _____

ITEM #2

AVERAGE HEALTH BENEFITS
HEALTH \$ _____

ITEM #3

| AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) | | NUMBER OF DAYS PROVIDED |
|-----------------------------------------------------------|----------|----------------------------|
| HOLIDAY ALLOWANCE | \$ _____ | _____ |
| VACATION ALLOWANCE | \$ _____ | _____ |
| SICK TIME ALLOWANCE | \$ _____ | _____ |
| PENSION | \$ _____ | |
| WELFARE | \$ _____ | |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | \$ _____ | |

SUB TOTAL (ITEMS # 1, 2 & 3) \$ _____ sub total 1, 2 & 3

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A. \$ _____
N.Y.S.U.I./ N.J.S.U.I. \$ _____
F.U.I. \$ _____
WORKERS' COMPENSATION \$ _____
GENERAL LIABILITY INSURANCE \$ _____
DISABILITY INSURANCE \$ _____
OTHER TAXES AND INSURANCE \$ _____
SPECIFY _____

ITEM #5

AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL \$ _____
UNIFORMS \$ _____
EQUIPMENT \$ _____
MATERIALS \$ _____
SUPPLIES \$ _____
RELIEF \$ _____
ROLL CALL \$ _____
OTHER COMPONENTS NOT SPECIFIED ABOVE \$ _____
SPECIFY _____

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD
AND PROFIT \$ _____
TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ _____

PART IV - 17
PART IV – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S)

Rev. 6/12/15 (PA/PATH)

CONTRACTOR'S NAME: _____ BID NUMBER _____

SMARTLINK PROGRAM SPECIALIST

YEAR ONE

MINIMUM WAGE: \$18.88

FULL-TIME EMPLOYEES FORM

ITEM # 1

AVERAGE HOURLY DIRECT WAGES \$ _____
NUMBER OF EMPLOYEES _____

ITEM #2

AVERAGE HEALTH BENEFITS
HEALTH \$ _____

ITEM #3

| AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) | | NUMBER OF DAYS PROVIDED |
|-----------------------------------------------------------|----------|----------------------------|
| HOLIDAY ALLOWANCE | \$ _____ | _____ |
| VACATION ALLOWANCE | \$ _____ | _____ |
| SICK TIME ALLOWANCE | \$ _____ | _____ |
| PENSION | \$ _____ | |
| WELFARE | \$ _____ | |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | \$ _____ | |

SUB TOTAL (ITEMS # 1, 2 & 3) \$ _____ sub total 1, 2 & 3

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

| | |
|--------------------------------------------|----------|
| F.I.C.A. | \$ _____ |
| N.Y.S.U.I./ N.J.S.U.I. | \$ _____ |
| F.U.I. | \$ _____ |
| WORKERS' COMPENSATION | \$ _____ |
| GENERAL LIABILITY INSURANCE | \$ _____ |
| DISABILITY INSURANCE | \$ _____ |
| OTHER TAXES AND INSURANCE SPECIFY _____ | \$ _____ |

ITEM #5

AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

| | |
|-------------------------------------------------------|----------|
| VEHICLE/MTCE/FUEL | \$ _____ |
| UNIFORMS | \$ _____ |
| EQUIPMENT | \$ _____ |
| MATERIALS | \$ _____ |
| SUPPLIES | \$ _____ |
| RELIEF | \$ _____ |
| ROLL CALL | \$ _____ |
| OTHER COMPONENTS NOT SPECIFIED ABOVE SPECIFY _____ | \$ _____ |

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD
AND PROFIT \$ _____

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ _____

CONTRACTOR'S NAME: _____ BID NUMBER _____
 SMARTLINK PROGRAM SPECIALIST
 YEAR TWO
MINIMUM WAGE: \$19.07
FULL-TIME EMPLOYEES FORM

ITEM # 1

AVERAGE HOURLY DIRECT WAGES \$ _____
 NUMBER OF EMPLOYEES _____

ITEM #2

AVERAGE HEALTH BENEFITS
 HEALTH \$ _____

ITEM #3

| AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) | | NUMBER OF DAYS PROVIDED |
|-----------------------------------------------------------|----------|----------------------------|
| HOLIDAY ALLOWANCE | \$ _____ | _____ |
| VACATION ALLOWANCE | \$ _____ | _____ |
| SICK TIME ALLOWANCE | \$ _____ | _____ |
| PENSION | \$ _____ | |
| WELFARE | \$ _____ | |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | \$ _____ | |

SUB TOTAL (ITEMS # 1, 2 & 3) \$ _____ sub total 1, 2 & 3

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A. \$ _____
 N.Y.S.U.I./ N.J.S.U.I. \$ _____
 F.U.I. \$ _____
 WORKERS' COMPENSATION \$ _____
 GENERAL LIABILITY INSURANCE \$ _____
 DISABILITY INSURANCE \$ _____
 OTHER TAXES AND INSURANCE \$ _____
 SPECIFY _____

ITEM #5

AVERAGE ADDITIONAL COMPONENTS
 (IF APPLICABLE)
 VEHICLE/MTCE/FUEL \$ _____
 UNIFORMS \$ _____
 EQUIPMENT \$ _____
 MATERIALS \$ _____
 SUPPLIES \$ _____
 RELIEF \$ _____
 ROLL CALL \$ _____
 OTHER COMPONENTS NOT SPECIFIED ABOVE \$ _____
 SPECIFY _____

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD
 AND PROFIT \$ _____
 TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ _____

CONTRACTOR'S NAME: _____ BID NUMBER _____

SMARTLINK PROGRAM SPECIALIST

YEAR THREE

MINIMUM WAGE: \$19.26

FULL-TIME EMPLOYEES FORM

ITEM # 1

AVERAGE HOURLY DIRECT WAGES \$ _____
NUMBER OF EMPLOYEES _____

ITEM #2

AVERAGE HEALTH BENEFITS
HEALTH \$ _____

ITEM #3

| AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) | | NUMBER OF DAYS PROVIDED |
|-----------------------------------------------------------|----------|----------------------------|
| HOLIDAY ALLOWANCE | \$ _____ | _____ |
| VACATION ALLOWANCE | \$ _____ | _____ |
| SICK TIME ALLOWANCE | \$ _____ | _____ |
| PENSION | \$ _____ | |
| WELFARE | \$ _____ | |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | \$ _____ | |

SUB TOTAL (ITEMS # 1, 2 & 3) \$ _____ sub total 1, 2 & 3

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A. \$ _____
N.Y.S.U.I./ N.J.S.U.I. \$ _____
F.U.I. \$ _____
WORKERS' COMPENSATION \$ _____
GENERAL LIABILITY INSURANCE \$ _____
DISABILITY INSURANCE \$ _____
OTHER TAXES AND INSURANCE \$ _____
SPECIFY _____

ITEM #5

AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL \$ _____
UNIFORMS \$ _____
EQUIPMENT \$ _____
MATERIALS \$ _____
SUPPLIES \$ _____
RELIEF \$ _____
ROLL CALL \$ _____
OTHER COMPONENTS NOT SPECIFIED ABOVE \$ _____
SPECIFY _____

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD
AND PROFIT \$ _____

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ _____

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PART V – SPECIFICATIONS

1. Specific Definitions

To avoid undue repetition, the following terms, as used in this Contract, shall be construed as follows:

“Cubic Claim Form” means an internal claim form initiated by a Customer Service Center Representative regarding an issue with a cardholder(s) PATH SmartLink Card, and submitted for resolution to the Regional Fare Collection System Contractor (“Cubic Transportation Services, Inc.” or “Cubic”)

“Customer Service Center” means the work site for performing the services of this Contract by the Contractor’s employees.

“Facility” means the Port Authority Trans-Hudson Corporation’s (PATH) SmartLink Customer Service Center, One PATH Plaza, Jersey City, NJ 07306.

“Hotlist” means temporarily or permanently disable a SmartLink Card.

“Records Retention Program Manual” (RRP Manual) means PATH manual containing the accurate classification and retention schedule of records to ensure that all records are maintained in accordance with established PATH records guidelines.

“SmartLink Card” means a durable, plastic PATH fare card with an embedded computer chip that keeps track of the number of available prepaid trips or days remaining on an unlimited pass.

“SmartLink Program” means the required customer service functions to support the SmartLink Card, which encompasses all fare classes, including full fare, senior, employee, retiree and spouse, and authorized contractor Cards.

“Superintendent” means the Superintendent, Transportation Division of PATH or her successor in duties or designee.

“Transit Benefit Providers” means companies providing commuter benefit programs.

2. Work Required by the Specifications

These Specifications relate to the performance of the Contractor, who shall have primary responsibility of managing the Customer Service Center functions for the provision of internet/telephone-based cardholder support tasks, preparation of SmartLink Cards (“Card”) for distribution to cardholders including card initialization, product encoding, application processing, and photo personalization in support of the SmartLink Program (“Program”). Additionally, the Contractor shall be responsible for issuing replacement Cards, verifying and calculating the number of stored rides for replacing registered Cards reported as lost, stolen, damaged or malfunctioning. The Contractor shall answer all Program questions from prospective, new and existing cardholders, process Card registration applications, and process claims for replacement cards and lost funds.

A. The Contractor shall also be responsible for, but not limited to, the following:

- a) removal of unpaid products on customer Cards due to declined credit card payments;
- b) continuous monitoring to ensure the successful removal of unpaid products;
- c) Hotlisting of Cards approaching the removal command expiration dates to ensure products are not used;
- d) responding to all Program related emails in the designated SmartLink Service mailbox; and
- e) accurately recording all customer related information into designated database.

B. The Contractor's employees shall demonstrate prior experience and qualifications, including the following:

- a) Prior experience with internet/telephone-based customer service;
- b) knowledge of various PC applications including Microsoft Word, Excel, Outlook, payment and customer service enterprise applications;
- c) Excellent administrative skills;
- d) Ability to pay attention to detail;
- e) Excellent customer service and interpersonal skills;
- f) Excellent conflict management and resolution skills;
- g) Excellent oral and written communication skills;
- h) Ability to multi-task and learn various repetitive processes in a timely manner; and
- i) Experience with and understanding of electronic payment processing technology for credit card, and pre-paid Cards and benefits.

The Contractor shall cooperate with the Superintendent at all times, and shall ensure that its employees immediately notify the Superintendent, as required, of any abnormal, unusual or emergency condition in the operation of the customer service functions.

The Contractor shall conduct its operations hereunder so as not to endanger,
PART V – SPECIFICATIONS

unreasonably interfere with, or delay the operations of the PATH railroad. In addition, the Contractor shall conduct its operations in a courteous, efficient and safe manner.

PATH makes no representation or guarantee as to the actual hours that will be required for the satisfactory performance of the Contract by the Contractor. The enumeration of minimum staffing shall not be construed as a recommended staffing level or a maximum staffing level for performance of work.

C. The Contractor's primary responsibilities of the SmartLink Program Customer Service Center (CSC) operation are as follows, but are not limited to:

- a) Daily oversight of on-site responsibilities;
- b) Telephone-based cardholder support services as more fully described in Section A below entitled, "Customer Service Center Representative Responsibilities";
- c) Internet based cardholder support services as more fully described below in Section entitled, "Customer Service Center Representative Responsibilities";
- d) Preparing Cards for distribution to cardholders;
- e) Processing Card applications for seniors, retirees, employees and spouses, and authorized contractors, as more fully described below in Section entitled, "SmartLink Program Specialist";
- f) Processing Card replacements and claims requests;
- g) Verifying and calculating the number of stored trips or unlimited days for replacing a registered Card reported as lost, stolen, damaged or malfunctioning;
- h) Payment processing of credit cards, pre-paid Cards, and checks processing; and
- i) Registering all senior, retiree, employee and spouse, and authorized contractor Cards.

The Contractor's employees shall field all program related questions from prospective, new and existing cardholders, register Cards, and process Card replacement requests received via the: PATH SmartLink Website, PATH Information Agent, telephone and email. Prior to Card replacement, the Contractor's employees shall verify all security information to ensure validity of request.

3. Contractor Personnel Position Classifications and Responsibilities:

The Contractor shall provide all labor, supervision and administration, as specified, and as required for the operation of the Customer Service Center at the facility. Additionally, the Contractor shall furnish personnel to provide services whose duties are more fully described herein, in the following job classifications:

At a minimum, the Contractor shall provide the following staff for each shift of this Contract:

- one (1) Customer Service Center Manager
- one (1) SmartLink Program Specialist
- one (1) Customer Service Center Supervisor
- four (4) Senior Customer Service Center Representatives
- four (4) Customer Service Center Representatives

A. Hours and Duties of Staff:

Daily hours of work are 8:00 A.M. to 5:30 P.M. (eight and one half (8-1/2) hours per day, including an unpaid half (1/2) hour lunch break), Monday through Friday, except holidays, or as otherwise directed by PATH. If applicable, shift changes shall be conducted to ensure a smooth transition from the previous shift and prevent customer service disruptions.

The Contractor shall provide full coverage at all times, regardless of the reason the regularly assigned employee(s) is absent from the facility.

B. Customer Service Center Representative:

The Customer Service Center Representative (“CSR”) shall be responsible for performance of the services herein which shall include, but not be limited to the following tasks:

- 1) Perform telephone and email-based customer support functions;
- 2) Answer all cardholder questions regarding the Program’s terms and conditions, and policies for using the Card;
- 3) Maintain a detailed log of each inquiry received and response thereto;
- 4) Registration of senior, employee, retiree, spouse, contractor, and full-fare Cards. Input data from the various forms into the central database and SmartLink Website using a computer workstation, provided by PATH;
- 5) Respond to cardholder claims of lost or malfunctioning Cards, and process Card replacement requests as per the procedures outlined in the “SmartLink Customer Operating Manual” (“Manual”), and ensure all relevant information is updated in the central database;
- 6) Calculate the specific value of a claim, then calculate and record the specific fare product to replace the lost value utilizing the predetermined trips or days’ matrixes;

- 7) Research all cardholder claims from ticket vending machines and ticket dispensers. Run associated reports from fare collection system to substantiate claims, prepare and submit refund/removal requests to: New York City Transit Authority Claims. Upon confirmation or denial of requests, inform cardholders of appropriate action to be taken;
- 8) Prepare and process Card packages including Card envelope, Card mailer, various program brochures, and other materials;
- 9) Process all new and replacement web orders in accordance with procedures outlined in the Manual. Input all web orders into the central database, as required per the Manual. Complete processing of Card packages following Card personalization;
- 10) Assist customers with setting up or editing SmartLink Center Web Accounts;
- 11) Assist customers with all SmartLink Web Account Management activities as follows:
 - a. Removing or establishing thresholds;
 - b. Adding or replacing Cards to accounts;
 - c. Resetting customer passwords;
 - d. Searching transaction history and Card orders; and
 - e. Updating personal information as requested.
- 12) Maintain Excel spreadsheets for all Cards turned into the Center to be destroyed. Update the central database regarding Card(s) status, print manifest and submit to appropriate staff;
- 13) Assist in the investigation of all incomplete/lost auto-load transactions, providing detailed analysis for PATH Supervisor to determine resolution;
- 14) Investigate refund requests for service disruptions, multiple deductions, and expired products or other various issues; and

Qualifications:

All Contractor employees assigned the CSR responsibilities shall have demonstrated experience with the following skills:

- 1) Computer-based support functions, such as data input, application processing, or information retrieval from a computerized database, and e-filing.
- 2) Proficient in Microsoft® Windows-based software applications (including, but not limited to Microsoft Word and Excel).

The Contractor shall furnish competent and adequately trained CSRs who have had at least one (1) year continuous experience in customer service functions, and shall be able

to speak and write in the English language, as required under the terms of this Contract. Upon requests of the Superintendent, the Contractor shall provide documentation attesting to these requirements.

C. Senior Customer Service Center Representative

The Senior Customer Service Center Representative (“SCSR”) shall be responsible for performance of the services herein which shall include, but not be limited to the following tasks:

- 1) Perform all CSR duties as described in Section 3B above;
- 2) Process product refunds by encoding product using the central database for adding or removing value to Cards. Perform monetary refunds for special circumstances via PATH website, according to refund matrix and established guidelines;
- 3) Perform a daily review of declined payments for immediate action, including cancelling customer automatic replenishment via the website and removing the unpaid product using the central database;
- 4) Investigate and monitor all incomplete/lost auto-load transactions providing detailed analysis for PATH Supervisor to determine resolution. Update spreadsheets daily;
- 5) Assist the Contractor’s Customer Service Center Supervisor with training new hires and other daily tasks, as required;
- 6) Provide accurate analysis of advanced SmartLink Card technical issues, and advise passengers of necessary actions. Assist CSRs with understanding these technical issues for enhanced knowledge of systems;
- 7) Coordinate claims for expiration or reinstatement of pending transactions in the central database;
- 8) Assist with providing timely and accurate responses to passenger email inquiries; and

Qualifications:

Contractor employees assigned the SCSRs responsibilities shall have proficiency in Microsoft® Windows-based software applications and extensive knowledge of PATH SmartLink applications. Furthermore, SCSRs must have comprehensive experience with computer-based support functions, such as data input, application processing, e-filing, and information retrieval from a computerized database.

The Contractor shall furnish competent and adequately trained SCSRs who have had at least three (3) years continuous experience in customer service functions, and shall be able to speak and write in the English language, as required under the terms of this

Contract. Upon requests of the Superintendent, the Contractor shall provide documentation attesting to these requirements.

D. Customer Service Center Supervisor (“CSS”)

The Contractor shall provide the number of CSSs as required by PATH. Direct supervision of all CSRs is required. CSSs may be required to perform duties listed above under the SCSR or CSR responsibilities. CSS shall devote their time primarily to the supervision of the Contract staff and to the administration of this Contract in the absence of the CSC Manager, including but not limited to, record keeping and such other matters necessary for the provision of proper Customer Servicing Functions in accordance with the following:

- 1) Supervise all activities for which the Contractor is responsible, including motivating Contract staff through direct contact, assist PATH in overseeing all activities carried out by the Contractor and assume responsibilities as directed by PATH;
- 2) Ensure that all CSRs are on duty and logged into all required applications in order to address customer inquiries with enthusiasm and excellence. Ensure CSRs dress accordingly, in compliance with all rules and regulations. Notify PATH staff of any significant, unusual or emergency situations which will affect the Contractor’s responsibilities;
- 3) Responsible for the optimum utilization of personnel and other resources on an assigned shift, including assisting with establishing scheduling patterns necessary to meet adequate service standards;
- 4) Run daily Website reports for new and replacement Card orders, and assign orders to CSRs. Ensure that orders are correctly filled daily and closed in the system;
- 5) Review, log and distribute daily claims received in the Center for handling by the CSRs;
- 6) Monitor Phone Supervisor Application database to ensure Contractor staff are properly logged into the telephone call distribution system;
- 7) Maintain and record Card inventory and distribution of claims assigned to CSRs. Advise PATH Supervisor when the re-order point is reached for Card inventory;
- 8) Train personnel in their assigned functions and responsibilities and evaluate performance;
- 9) Instruct staff about required good public relations and instill the concept of courteous and attentive treatment to the public;
- 10) Make arrangements to ensure required Contractor staff coverage at all times is met;

- 11) Provide, maintain and file approved sign-in sheets for each shift at the end of the shift and ensure all Contractor staff sign-in using the electronic hand-key recognition system;
- 12) Determine whether all electronic equipment, computer hardware and software, telephones and any other items required by PATH to provide the service hereunder are functioning properly. Such determination to include the evaluation of reports from Contractor staff that any of the foregoing is not functioning properly. In the event of malfunction of any equipment, notify PATH immediately;
- 13) Investigate any and all complaints concerning the actions of Contractor staff;
- 14) Ensure prompt compliance with orders, instructions, directions and information given in writing or orally, by PATH, regarding the performance of services under this Contract;
- 15) Provide exemplary service to passengers who have escalated their issues to their position and when necessary make PATH aware if further assistance is required;
- 16) Coordination between PATH and New York City Transit Authority to “Hotlist” all SmartLink Products that are being disputed by customers through their credit card companies;
- 17) Assist PATH’s Supervisor with all Card orders being disputed by customers that placed an order via the PATH website;
- 18) Assist in the retrieval of revenue for products that have been disputed after the actual product has been used/depleted;
- 19) Provide detailed reports to the CSC Manager to be utilized in determining the information reported on the Monthly Operations Report ensuring the accuracy of Cards distributed, replaced, claims received, number of all Cards created or replaced;
- 20) Review and follow through on all Cubic Claim forms to verify action required;
- 21) Input all new senior, employee, retiree and spouse, and authorized contractor orders onto the Website and distributing to CSRs for fulfillment. Maintain and record Card inventory and assist with monitoring and reporting of Card distribution metrics and determination of the need to order additional Cards; and
- 22) Provide coverage for the responsibilities of the SmartLink Program Specialist during his/her absence.

Qualifications:

The CSS assigned hereunder shall have at least four (4) years prior experience in the performance of functions similar to those required of a CSS herein. The Contractor shall provide the Superintendent with such proof of prior experience, including references, as the Superintendent may request. At the discretion of the Superintendent, the Contractor shall also provide copies of any employment applications submitted to the Contractor by those individuals proposed for assignment.

E. SmartLink Program Specialist (“Specialist”)

The SmartLink Program Specialist (“Specialist”) shall be responsible for performance of the services herein, which shall include, but are not limited to, the following tasks:

- 1) Administer the senior, retiree, employee and spouse, and authorized Contractor SmartLink Card Program, such as application approvals, denials, maintaining the database of active and inactive Cardholders;
- 2) Ensure senior Card applicants are 65 years of age or older;
- 3) Secure senior Card applicants’ confidential documents according to established PATH Records Retention Program Manual (RRP Manual) guidelines;
- 4) Review senior Card applications and required documents for completeness, including, but not limited to: official Notary Public stamp, passport sized photo, applicant signature;
- 5) Review and verify retiree Card applications for appropriateness in accordance with retiree affiliated union guidelines, and for employees in performance of PA/PATH business only;
- 6) Review and verify contractors authorized by PA/PATH in performance of their contractual obligations to receive a Card for business purposes only, in accordance to PA/PATH policies;
- 7) Process applications, scan photos and save electronic files in an organized manner and in accordance with the RRP Manual;
- 8) Search fare collection database to prevent duplicate records;
- 9) Maintain paper copies in secured cabinet, in organized manner, and in accordance with the PATH RRP Manual;
- 10) Follow up on telephone and e-mail inquiries from PATH passengers regarding the Senior SmartLink Card Program;
- 11) Provide in-person assistance for senior customers seeking support at the CSC Facility;

- 12) Follow up with applicants regarding incomplete and/or returned applications with rejection letters for submission of appropriate documents;
- 13) Periodically obtain updated age verification documents to validate Senior eligibility status;
- 14) Disable senior, employee, retiree, and spouse Cards for terminated or deceased Cardholders;
- 15) Disable authorized Contractor and its staff Cards at termination of Contract;
- 16) Maintain database for active and disabled Senior, Employee, Retiree, Spouse, and Contractor Cards;
- 17) Oversee SmartLink Customer Service Staff as per needs of this Service to maintain sufficient processing times;
- 18) Coordinate staffing needs with the Contractor's Customer Service Center Manager; and
- 19) The SmartLink Program Specialist shall provide coverage for the responsibilities of the Supervisor during his/her absence.

Qualifications:

The Specialist assigned hereunder shall have at least four (4) years prior experience in the performance of functions similar to those required of a Specialist herein, and shall be able to speak and write in the English language. The Contractor shall provide the Superintendent with such proof of prior experience, including references, as the Superintendent may request. At the discretion of the Superintendent, the Contractor shall also provide copies of any employment applications submitted to the Contractor by those individuals proposed for assignment.

F. Customer Service Center Manager Responsibilities

The Customer Service Center Manager ("Manager") shall be responsible for performance of the services herein, which shall include, but not be limited to:

- 1) Manage the SmartLink Customer Service Center staff;
- 2) Ensure the day-to-day responsibilities for all services required hereunder are performed in a professional manner;
- 3) Provide customer cardholder services;
- 4) Provide fulfillment and support services for all fare classes;
- 5) Provide telephone and web-based cardholder support tasks;

- 6) Analyze and monitor all functions for both patron and financial reports related to the SmartLink Program;
- 7) Take a proactive approach to issues that may arise, suggesting viable alternatives and solutions;
- 8) Provide a high level of customer service at all times to patrons and ensure that CSC staff adhere to these provisions;
- 9) Maintain sufficient staffing at all times and provide additional staff, as requested by PATH;
- 10) Extensive knowledge of computer applications, including Microsoft® Windows-based software applications.
- 11) Provide all SmartLink Services related to Transit Benefit Providers and their customers, which shall include but not limited to uploading of various products to customer SmartLink Cards as stipulated in the Agreements between PATH and the various Transit Benefit Providers, and in accordance with the established procedures as outlined by the PATH Prepaid Benefits Back Office Procedures Guide, a copy of which is available located at the SmartLink Customer Service Center.
- 12) Responsible for all functions related to the SmartLink website, which shall include, but are not limited to:
 - All SmartLink sales, servicing and maintenance of SmartLink Card inquiries and web accounts;
 - Managing the SmartLink website autoloading function, including the ability to use the appropriate software applications to ensure that our patrons receive their transit products;
 - Analyzing and monitoring all patron and financial reports;
 - Responsibility of all CSC staff working with the various functions of the website.

The Manager shall receive instructions, directives, or information from the Superintendent of Transportation or by his/her designated representative either verbally or in writing.

Qualifications:

The Manager assigned hereunder shall have at least five (5) years prior experience in similar performance functions to those required of a Manager herein, which includes two (2) years of supervisory level experience or above, and shall be able to speak and write in the English language. At the discretion of the Superintendent, the Contractor

shall provide the Superintendent upon request proof of prior experience, including references and copies of any employment applications submitted to the Contractor by those individuals proposed for assignment.

4. Miscellaneous

The Contractor's employees performing the services of this Contract as described above, are involved directly with PATH customers. The demeanor and attitude of the Contractor's employees, including supervisory staff, will leave a lasting impression with respect to PATH Services. The Contractor's employees must have the ability to deal with the public in a courteous, enthusiastic and professional manner at all times and maintain an effective working relationship with PATH staff.

All employees of the Contractor shall have PATH's prior approval before permitted to work. Additionally, PATH reserves the right to interview all prospective employees before being permitted to work under this Contract.

If any such personnel is deemed unsatisfactory or does not perform the specified services in a proper manner and satisfactory to PATH, or in the determination of the Superintendent has taken any action which constitutes a conflict of interest or which is inconsistent with the highest level of honesty, ethical conduct or public trust, the Contractor shall remove any such personnel from working under this Contract, and provide replacement personnel satisfactory to PATH within twenty-four (24) hours of notice from PATH.

G. Scheduling Time Sheets and Records

- 1) Effective upon the commencement of the Contract and every week thereafter during the term of the Contract, the Contractor shall submit to PATH a schedule one week in advance of the date of performance of services showing the names of all personnel to be assigned to the Facility and the dates they are to work . PATH shall be advised of any changes, which are made to this schedule, as soon as they are known. Post-coverage shall be continuous during the hours specified.
- 2) The Contractor shall maintain accurate daily attendance records for all CSC employees performing work under this Contract.
- 3) The Contractor must utilize a time clock, or a PATH-approved equivalent, to verify hours worked and associated wages and benefits paid to all its employees. Each employee will be required to utilize this time clock or equivalent when beginning and ending work. Schedules and timesheets will be required to be retained by the Contractor for a period of no less than three (3) years after the termination of this Contract and shall be produced to PATH upon request.

H. Staffing Qualifications

The Contractor (and subcontractor as may be approved by PATH) shall:

- 1) Furnish competent and adequately trained personnel to perform services required hereunder.

- 2) Furnish to PATH, at no cost prior to assigning any personnel to the Contract, information concerning up to ten (10) years of work experience and qualifications of the Contractor's personnel and shall submit evidence substantiating said qualifications and requirements to the satisfaction of PATH. At the discretion of the Superintendent, a personal interview may be requested by the Superintendent prior to the assignment of any such personnel to this Contract.

- 3) Demonstrate the ability to write, read, and speak English to the extent necessary to comprehend and effectively respond to questions from patrons via telephone and/or, Internet or given by either the Superintendent, or other PATH employees. It may also include, at the discretion of the Port Authority, the satisfactory completion of the standard Test of English as a Foreign Language or its equivalent.

- 4) Must pass a physical examination prior to the Commencement Date of the Contract and within each twelve (12)-month period thereafter during the term of the Contract, arranged for by the Contractor and administered at the sole cost and expense of the Contractor, which indicates the ability to perform the duties required hereunder

- 5) Contractor personnel acting hereunder shall pass drug screening tests, including a comprehensive 12 panel drug screen or its equivalent, to include screens for the following below drugs. The tests shall be administered by and at the sole cost and expense of the Contractor, at the commencement of the Contract, and prior to hiring of all new employees. Contractor staff providing Services hereunder shall be randomly tested thereafter at least once per year in each year of the Contract.

| | |
|-----------------------|----------------------|
| Amphetamines | Cocaine |
| Benzodiazepenes | Barbiturates |
| Methadone | Opiates |
| Marijuana | Methaqualone |
| Morphine-if indicated | Phencyclidine (PCP) |
| Propoxyphene | Codeine-if indicated |

An independent firm, other than the Contractor, which shall be approved by the PATH, shall conduct the drug-screening test. This shall be conducted at no cost to PATH.

I. Personnel Folders

Prior to the commencement of the Contract and during the term of the Contract, the Contractor shall furnish the Superintendent with or immediately make available at the option of the Superintendent, personnel folders of all employees who may be assigned to the Facility hereunder. Personnel folders shall contain the material relating to the qualifications and requirements set forth in Section of the Contract entitled "Staffing Qualifications" including but not limited to, references, educational background,

fingerprinting data, photo identification, proof of driver's license, reports of physical examinations, disciplinary actions and other pertinent material. Said personnel folders shall be supplemented and amended by the Contractor from time to time as necessary to keep them current.

J. Training

- 1) The Contractor shall provide its employees on-the-job customer service training at the Facility (hereinafter referred to as the "Initial Training"). The cost of all training shall be borne by the Contractor, at no additional cost to PATH.

The Initial Training shall be approximately five (5) consecutive working days, which must be completed within the first 30 days after award. The Contractor shall not waive Initial Training for any of its employees without approval by the Superintendent.

- 2) The Superintendent may institute additional training programs from time to time, as he/she deems necessary. No compensation will be paid to the Contractor by PATH for the additional training programs.
- 3) A syllabus for the Initial Training shall be developed by the Contractor and shall be subject to the prior and continuing approval of the Superintendent and shall include, but will not be limited to, the following subjects and any other relevant subjects as the Superintendent may deem appropriate:

- (a) Understanding, meeting/exceeding the customer's needs;
- (b) Knowledge of Rules & Regulations and how they apply to each employee;
- (c) Understanding of Customer Service Standards and proficiency;
- (d) Communicating with Customers and Co-workers:
 - i. Professional telephone conduct
 - ii. SmartLink terminology
 - iii. Effective and appropriate oral and interpersonal communications
 - iv. Handling customer complaints
 - v. Conflict resolution and dealing with irate customers
- (e) Specific duties and reporting relationships;
- (f) Post assignments and work schedules;
- (g) Appropriate ethics and conduct;
- (h) Professional appearance standards;
- (i) Appropriate emergency procedures and notifications;
- (j) Contractor's mission statement;
- (k) Progressive discipline;
- (l) Maintaining a safe work environment;
- (m) Behavior Pattern Recognition-Training in the use of intuition, powers of observation and human interaction and natural curiosity to investigate and analyze potential threats from situations, persons and the immediate environment;
- (n) Performance management and quality control;
- (o) Setting examples of core values for the workplace;
- (p) Administering progressive discipline;

- (q) Leading and motivating employees;
- (r) Inspiring individuals to achieve excellence;
- (s) Conflict resolution;
- (t) Setting priorities;
- (u) Dealing with irate customers;
- (v) Customer service standards and requirements;
- (w) Managing a diverse workforce;
- (x) Maintaining a safe work environment; and
- (y) Incident reporting and log entries.

K. Contractor's Audit Program

The Contractor shall propose, develop and have approved by the Superintendent an audit program wherein Contractor management/supervision ensures that its employees performing on this Contract are adequately trained/knowledgeable and equipped to perform their various functions and are performing them effectively in accordance with the Contract requirements. The Contractor shall propose to PATH for its approval the various performance elements to be audited, the measurement criteria to be utilized, the form to be utilized for documenting such audits and the frequency of such audits. Results of these audits will be reviewed with PATH on a prescribed basis along with corrective action where Contract criteria are not being met. The program shall be reviewed and amended as necessary to encompass new procedures, policies, functions and related job knowledge.

4. Secure Worker Access Consortium (SWAC)

As directed by the Manager, the Contractor is required to have certain of its staff, and any subcontractor's staff, materialmen, visitors or others over whom the Contractor/subcontractor has control, who have access to certain areas or information, authorize the Authority and/or PATH or its designee to perform background checks and a personal identity verification check. As of January 29, 2007, the Secure Worker Access Consortium (S.W.A.C.) is the only Port Authority approved provider to be used to conduct background screening and personal identity verification, except as otherwise required by federal law and/or regulation such as Security Identification Display Area (SIDA), the federal regulatory requirements for personnel performing Work at aviation facilities and the Transportation Worker Identification Credential (TWIC) for personnel performing in secure areas at Maritime facilities). Information about S.W.A.C., instructions, corporate enrollment, online applications, and location of processing centers can be found at <http://www.secureworker.com>, or S.W.A.C. may be contacted directly at (877) 522-7922 for more information and the latest pricing. The cost for said background checks for staff that pass and are granted a credential may be reimbursable to the Contractor (and its subcontractors), if approved in advance by the Manager in writing. Staff that are rejected for a credential for any reason are never reimbursable.

5. Wages, Health Benefits and Supplemental Benefits

A. Definitions:

- 1) "Employee" means any person, employed by the Contractor or its subcontractors, to perform any of the Services required under this Contract, excluding those holding the positions of CSC Manager and other administrative

personnel performing such duties exclusively.

- 2) “Full Time Employee” (F.T.E.) means any person or Employee who is paid on a straight time hourly basis, working on such a compensation basis for a minimum of thirty (30) hours during a seven (7) day consecutive period continually (including vacation, sick leave, etc.) throughout each Contract Year. Time for which an employee is paid on an overtime or premium time basis shall not be counted in determining the thirty (30) hours requirement. The Port Authority will not reimburse the Contractor for any overtime without the Port Authority’s prior written consent.
- 3) “Straight-time” means the non-overtime hours actually worked by Employees under this Contract and shall include the time an employee spends at roll call, whether or not paid; however, meal periods and relief time shall be excluded, whether or not paid.
- 4) “Direct Wages” means monetary amounts paid by the Contractor or its subcontractor(s) to its employees for straight time (non-overtime) hours worked, including shift differentials, if any. Employee incentive plan payments are not included as Direct Wages.
- 5) “Average Hourly Direct Wages” shall be calculated by dividing the sum of the direct hourly Straight-time wages paid to all Employees in each Employee category by the number of Straight-time hours worked by the Employees in such category.
- 6) “Minimum Hourly Wages” mean the levels of fair wages determined by the Port Authority for Employees in each Employee category based on certain benchmarks or other prevailing standards. Employees may not receive Direct Wages lower than the Minimum Hourly Wages stated hereunder.
- 7) “Health Benefits” means benefits, other than Supplemental Benefits, as hereinafter defined, paid or covered under health insurance plans, to cover the costs of healthcare for Employees and their families.
- 8) The “Cost of Health Benefits” means the cost to the Contractor (and its subcontractors) of such benefits that meet the requirements of this Contract for providing health coverage for Employees and their families.
- 9) “Average Health Benefits” shall be calculated by dividing the sum of the Health Benefits paid or provided for Straight-time hours worked by all Employees in each Employee category by the number of Straight-time hours worked by the Employees in such category.
- 10) “Supplemental Benefits” mean benefits, other than Health Benefits, provided to Employees, including, but not limited to: fair and reasonable vacation allowances, sick leave, holiday, jury duty, birthday, welfare, retirement and non-occupational disability benefits, life, accident, or other such types of

insurance, but excluding Health Benefits.

- 11) The “Cost of Supplemental Benefits” mean the cost to the Contractor (and its subcontractors) of all remuneration for employment provided to Employees in any medium other than cash, but including payments which are not Wages within the meaning of this numbered clause.
- 12) “Average Supplemental Benefits” shall be calculated by dividing the sum of the Supplemental Benefits, which shall exclude Health Benefits, paid or provided for Straight-time hours worked by all Employees in each Employee category by the number of Straight-time hours worked by the Employees in such category.
- 13) “Contract Year”, as used in this Agreement means the twelve (12) month period commencing on the Commencement Date of the Contract and each successive twelve (12) month period thereafter or such portion of a twelve (12) month period that the Contract is in effect if the Contract should expire or be terminated on other than the last day of such twelve (12) month period.

B. Supplemental Benefits including but not limited to holiday, sick time and vacation time that are accrued in one year but not paid until the following year are not allowed to be included in the computation of benefits until they are paid.

For example: Assume an employee begins working for the Contractor on January 1, 2015. Although the employee accrues 10 vacation days, he/she cannot take them until he/she has worked for the Contractor for one year. The employee finally takes his/her vacation in February 2016. The employee’s vacation benefits accrued in 2015 but were never paid. Therefore, the Contractor may not include the employee’s vacation benefits in the computation of Supplemental Benefits until it is actually paid. At that time, the vacation time will be credited retroactively and applied in the computation of benefits for the year 2015.

C. Contractor in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than the Minimum Hourly Wages for each Employee in each category as set forth below and the Average Direct Hourly Wage, as set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority.

Minimum Hourly Wages:

Customer Service Center Representative

Year 1 - \$11.11/per hour; Year 2 - \$11.22/per hour; Year 3 - \$11.33/per hour

Senior Customer Service Center Representative

Year 1 - \$14.94/per hour; Year 2 - \$15.09/per hour; Year 3 - \$15.24/per hour

Customer Service Center Supervisor

Year 1 - \$18.88/per hour; Year 2 - \$19.07/per hour; Year 3 - \$19.26/per hour

SmartLink Program Specialist

Year 1 - \$18.88/per hour; Year 2 - \$19.07/per hour; Year 3 - \$19.26/per hour

D. The Contractor, in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than Health Benefits accepted by the Port Authority for each Employee in each category, and the Health Benefits shall be subject to the requirements as set forth below.

- 1) Health Benefits shall be provided to Employees and their families.
- 2) Health Benefits shall include a health insurance program addressing the following list of recommended acceptable components:
 - i. up to and including family coverage, as applicable
 - ii. inpatient hospital services
 - iii. outpatient surgical facility
 - iv. emergency room services
 - v. prenatal services
 - vi. well visits/immunizations/routine visits for illness
 - vii. prescription drug benefit
- 3) The Cost of Health Benefits shall be as set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority at the inception of the Contract, with an exact numerical (dollar) requirement for Health Benefits.
- 4) The Contractor shall demonstrate to the satisfaction of the Port Authority that Health Benefits are furnished by the Contractor and all subcontractors through one of the following, with no employee contribution to health coverage premiums:
 - i. The Contractor's and subcontractors' Employees and their families are covered under a health benefit plan paid for and provided by the Contractor;
 - ii. The Contractor's and subcontractors' Employees and their families are covered by a union benefit plan authorized under the Taft Hartley Act 29 USCA Section 186 (c);
 - iii. The Contractor's and subcontractors' Employees and their families are covered by a government health benefits program, including, but not limited to Healthy New York, Child Health Plus and NJ Family Care.
- 5) Health Benefits shall be provided to Full Time Employees (F.T.E. s) and their families no later than thirty (30) days from the first date of Employee performance under the Contract.
- 6) The Contractor shall provide each F.T.E. with written information, i.e. documents relating to each Employee's health care coverage.

- 7) The Contractor shall provide continued health benefits to F.T.E.s and their families of the same quality, or better as those approved by the Authority and initially provided under this Contract, throughout the duration of the Contract term.
- E. The Contractor, in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than Supplemental Benefits established in the Calculation of Average Hourly Rate Form and accepted by the Port Authority for each Employee category, and such Supplemental Benefits shall be subject to the requirements as set forth below.
- 1) Without limiting the foregoing, under no circumstances shall the cost of providing uniforms or footwear, cleaning of uniforms, training and transportation to and from post, or any other items incidental to rendering the Services covered under this Contract, be allowed or included in the Cost of Supplemental Benefits.
 - 2) Any reimbursements to employees for expenses, and payroll taxes, employee incentive plans and any other benefits required by law are not includable in the Cost of Supplemental Benefits.
 - 3) The established numerical value for the Supplemental Benefits, other than Health Benefits, shall be as set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority.
- F. In the event that the compensation payable under this Contract is subject to adjustment from time to time (as provided in the paragraph entitled "Price Adjustment" in the Contract Specific Terms and Conditions), then the Average Direct Hourly Wages and Supplemental Benefits set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority, shall be adjusted by multiplying said amounts by the same percentage amount which was used to adjust the compensation payable under this Contract, as the same may have been further adjusted.
- G. Nothing contained herein shall be construed to prevent the Contractor or any subcontractor from paying or providing any individual Employee Hourly Direct Wages, Health Benefits and Supplemental Benefits higher than the Minimum Hourly Wages, Health Benefits and Supplemental Benefits described in this numbered clause. It is understood that the Contractor's obligation to pay or provide the Minimum Hourly Wages as set forth above, the Health Benefits and Supplemental Benefits as set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority, allows the Contractor to pay or provide some of its Employees hourly Direct Wages, Health Benefits and other Supplemental Benefits that are higher than the minimum and nothing herein shall be construed to constitute a representation or guarantee by the Port Authority that the Contractor or its subcontractors can obtain employees for the amounts herein before described.

- H. Contractors (and their subcontractors) should expect to be audited with respect to Wages, Health Benefits and Supplemental Benefits paid or provided to Employees under this Contract. All Wage and Benefit requirements under this Contract will be strictly enforced. Failure on the part of the Contractor (and its subcontractors) to comply with any of the requirements under this Contract, including but not limited to the timely submission of payroll certifications and documents related to Health Benefits and Supplemental Benefits provided to Employees may be deemed a substantial breach of this Contract giving rise to the rights and remedies enumerated hereafter in the paragraph entitled “Rights and Remedies of the Port Authority” in the Standard Contract Terms and Conditions, as well as any other rights and remedies the Port Authority would have in the absence of such enumeration and failure to comply with each of these requirements will be taken into consideration prior to award of future contracts with the Port Authority.
- I. The Contractor and its subcontractors shall maintain records in accordance with the requirements set forth in the paragraph entitled “Records and Reports” in the Standard Contract Terms and Conditions.

For records related to Wages, Health Benefits and Supplemental Benefits, the Contractor and its subcontractors are also required to provide such records and books of account in spreadsheet or other electronic format, when requested by Port Authority.

Upon request by the Port Authority, the Contractor (and its subcontractors) shall have (15) fifteen business days to provide such payroll records and books of account unless the Port Authority indicates, in writing, that such records and books of account may be provided at a later date.

In the event the Contractor or a subcontractor(s) fails to provide the required records, or if the Port Authority determines that the records and books of account provided for audit are incomplete, the Port Authority may, at its sole discretion, estimate wages, health and supplemental benefits and non-overtime hours worked in order to determine whether the Contractor (or its subcontractors) was in compliance with the Wages, Health Benefits and Supplemental Benefits provisions of this Contract.

- J. Further, the Contractor shall submit (and shall cause its subcontractors to submit) to the Port Authority on the fifteenth day of the seventh month following the month in which the Commencement Date of this Contract falls and every six (6) months thereafter, and the month following the month in which the termination date of this Contract falls, a certified statement signed by an executive officer of the Contractor (or its subcontractor) based upon the Contractor's (or subcontractors') payroll records which indicate that the Wage, Health and Supplemental Benefits requirements were met during the six (6) month period ending on the last day of the month preceding the date of submission of the said statement, together with such other detailed information as the Port Authority may request from time to time regarding Wages, Health and Supplemental Benefits paid or provided by the Contractor or its subcontractor to Employees engaged in providing the

Contractor's Services under the Contract. Each certified statement shall, at a minimum, contain the level of detail specified in **EXHIBIT I (“WAGE and BENEFITS STATEMENT” Sample)**.

The Port Authority's acceptance of a certification statement in a format other than what is set forth in this section shall not relieve the Contractor of any of the obligations contained in this section for Wage, Health Benefits and Supplemental Benefits accepted by the Port Authority and required to be provided to the Contractor's Employees.

- K.** In the event that an audit of the Contractor's (or subcontractors) books and records or the aforesaid monthly statements submitted by the Contractor (or subcontractor) to the Port Authority should disclose that for any Contract Year, either the Contractor or a subcontractor has not paid at least the Minimum Hourly Wages as set forth above, the Average Hourly Direct Wages, Supplemental Benefits and Health Benefits as set forth in the “Calculation of Average Hourly Rate Form” and accepted by the Port Authority, (including any adjustments, if provided for, reflecting changes in the Consumer Price Index or other indices or instruments as identified by the Port Authority), the Contractor shall pay to the Contractor's Employees who have not been paid the proper employee payments (or to the Port Authority for retention by the Port Authority until such time as the Contractor's Employees are paid), or shall pay to the subcontractor's Employees similarly affected or shall have the subcontractor so pay, at the option of the Port Authority, an amount (calculated for the Contractor or subcontractor which has not paid or provided the required amounts hereunder) equivalent to the product obtained by multiplying the difference between the employee payments required hereunder and the employee payments actually paid or provided by the number of non-overtime hours worked by the affected Employees of the subject Contractor or subcontractor employed during such Contract year, calculated per Paragraph C position category (hereinafter referred to as the “Underpayment Amount”). The Port Authority may, in its discretion, elect to deduct the Underpayment Amount due from the Contractor in accordance with the provisions of this Section from any subsequent payment payable to the Contractor under this Contract plus an amount equal to any payroll and associated taxes which would have been paid on the Underpayment Amount from any subsequent payment payable to the Contractor under this Contract.
- L.** In addition to the underpayment payable by the Contractor, the Port Authority may deduct interest on the underpayment amount calculated at 19.2% annual interest from any subsequent payment to the Contractor.
- M.** If requested by the Port Authority, the Contractor shall submit to the Port Authority for approval, a plan for the Contractor's or subcontractors' return of the underpayment to each affected Employee, including a deadline for compliance. In approving such a plan, the Authority may require the Contractor or a subcontractor to return the underpayment to the affected Employees in cash and the Contractor or the subcontractor is responsible for any additional payroll taxes resulting from this payment.