

THE PORT AUTHORITY OF NY & NJ

**PROCUREMENT DEPARTMENT
2 MONTGOMERY STREET, 3RD FL.
JERSEY CITY, NJ 07302**

INVITATION FOR BID/PUBLIC BID OPENING

BID INFORMATION

ISSUED DATE: February 21, 2013

**TITLE: Maintenance and Repair Services of Elevators, Escalators, and Lifts at the
Port Authority Bus Terminal**

BID NO.: 32454

**SUBMIT SEALED BIDS BEFORE THE DUE DATE AND TIME TO THE ABOVE ADDRESS
WHERE THEY WILL BE PUBLICLY OPENED AND READ**

BID DUE DATE: March 14, 2013

TIME: 11:00 AM

BUYER NAME: Emily Baxter

PHONE NO.: (201) 395-3421

FAX NO.: (201) 395-3425

EMAIL: ebaxter@panynj.gov

**BIDDER INFORMATION
(TO BE COMPLETED BY THE BIDDER)
(PLEASE PRINT)**

(NAME OF BIDDING ENTITY)

(ADDRESS)

(CITY, STATE AND ZIP CODE)

(REPRESENTATIVE TO CONTACT-NAME & TITLE

(TELEPHONE)

(FEDERAL TAX I.D. NO.)

(FAX NO.)

BUSINESS CORPORATION PARTNERSHIP INDIVIDUAL

OTHER (SPECIFY): _____

INVITATION FOR BID

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- PART II – CONTRACT SPECIFIC INFORMATION FOR BIDDERS
- PART III – CONTRACT SPECIFIC TERMS AND CONDITIONS
- PART IV – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS AND PRICING SHEET(S)
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PART I - STANDARD INFORMATION FOR BIDDERS

1. General Information: The Port Authority of New York and New Jersey

The Port Authority of New York and New Jersey (the “Port Authority” or the “Authority”) is an agency of the States of New York and New Jersey, created and existing by virtue of the Compact of April 30, 1921, made by and between the two States, and thereafter consented to by the Congress of the United States. It is charged with providing transportation, terminal and other facilities of trade and commerce within the Port District. The Port District comprises an area of about 1,500 square miles in both States, centering about New York Harbor. The Port District includes the Cities of New York and Yonkers in New York State, and the cities of Newark, Jersey City, Bayonne, Hoboken and Elizabeth in the State of New Jersey, and over 200 other municipalities, including all or part of seventeen counties, in the two States. The Port Authority manages and/or operates all of the region’s major commercial airports (Newark Liberty International, John F. Kennedy International, Teterboro, LaGuardia and Stewart International Airports), marine terminals in both New Jersey and New York (Port Newark and Elizabeth, Howland Hook and Brooklyn Piers); and its interstate tunnels and bridges (the Lincoln and Holland Tunnels; the George Washington, Bayonne, and Goethals Bridges; and the Outerbridge Crossing), which are vital “Gateways to the Nation.”

In addition, the Port Authority operates the Port Authority Bus Terminal in Manhattan, the largest facility of its kind in the world, and the George Washington Bridge and Journal Square Transportation Center bus stations. A key link in interstate commuter travel, the Port Authority also operates the Port Authority Trans-Hudson Corporation (PATH), a rapid rail transit system linking Newark, and the Jersey City and Hoboken waterfronts, with midtown and downtown Manhattan. A number of other key properties are managed by the agency including but not limited to a large satellite communications facility (the Teleport) in Staten Island, and a resource recovery co-generation plant in Newark. Prior to September 11, 2001, the Port Authority’s headquarters were located in the World Trade Center, and that complex is still owned and being partially redeveloped by the Authority.

2. Form and Submission of Bid

The Bidder shall review carefully every provision of this document, provide all the information required, and sign and return one entire copy to the Port Authority in accordance with the instructions on the Cover Sheet and Part II – Contract Specific Information for Bidders. The Bidder should retain one complete duplicate copy for its own use. The “Signature Sheet” contained herein must be completed and signed by the Bidder. The Pricing Sheet(s) contained herein must also be completed. The bid shall be sealed in the enclosed self-addressed envelope conspicuously marked with the Bidder’s name, address, and Vendor Number, if available. In addition, the outside of the package must clearly state the Bid title, the Bid Collective Number and the Bid Due Date. Failure to properly label submissions may cause a delay in identification, misdirection or disqualification of the submissions. In submitting this bid, the Bidder offers to assume the obligations and liabilities imposed upon it herein and expressly makes the representations and warranties required in this document.

All Bids must be received by the bid custodian on or before the due date and time specified on the cover page, at which time they will be publicly opened and read. Bids are only accepted Monday through Friday, excluding Port Authority holidays, between the hours of 8:00 a.m. and 5:00 p.m., via (1) regular mail, (2) express delivery service (e.g. UPS), or (3) hand delivery. If your bid is to be hand-delivered by messenger or you are planning to attend the formal bid opening, please note that only individuals with valid photo identification will be permitted access to the Port Authority's offices. Individuals without valid identification shall be turned away and their packages not accepted. Bids that are not received by the bid custodian by the scheduled bid opening date will be considered late.

3. Vendor Profile

To ensure maximum opportunities, it is vitally important that Bidders keep their vendor profiles up to date with an appropriate e-mail address, as this will enable their firm to receive timely notice of advertisements, reminders, solicitations and addenda. Bidders may update their vendor profile or register as a Port Authority Vendor by accessing the online registration system at <https://panynjprocure.com/VenLogon.asp>.

4. Acknowledgment of Addenda

If any Addenda are posted or sent as part of this Bid, the Bidder shall complete, sign and include with its Bid the addenda form(s). In the event any Bidder fails to conform to these instructions, its Bid will nevertheless be construed as though the Addenda had been acknowledged.

If the Bidder downloaded this solicitation document, it is the responsibility of the Bidder to periodically check the Port Authority website at <http://www.panynj.gov/business-opportunities/bid-proposal-advertisements.html> and download any addenda that might have been issued in connection with this solicitation.

5. Firm Offer

The Bidder offers to provide the Port Authority of New York and New Jersey the services and to perform all Work in connection therewith required under this Contract, all as specified by the terms and conditions of the Contract, based on the Pricing Sheets provided herein.

EXCEPTIONS TAKEN OR CONDITIONS IMPOSED BY A BIDDER TO ANY PORTION OF THE CONTRACT DOCUMENTS WILL RESULT IN REJECTION OF THE BID.

6. Acceptance or Rejection of Bids

The acceptance of a bid will be by a written notice signed by an authorized representative on behalf of the Authority. No other act of the Port Authority, its Commissioners, officers, agents or employees shall constitute acceptance of a bid. The Port Authority reserves the unqualified right, in its sole and absolute discretion, to reject any or all bids or to accept any bid, which in its judgment will best serve the

public interest and to waive defects in any bid. No rights accrue to any Bidder unless and until its bid is accepted.

7. Bidder's Questions

Any questions by prospective Bidders concerning the Work to be performed or the terms and conditions of the Contract may be addressed to the Contracts Specialist listed on the Cover Sheet of this document. The Contracts Specialist is only authorized to direct the attention of prospective Bidders to the portions of the Contract. No employee of the Port Authority is authorized to interpret any portion of the Contract or to give information in addition to that contained in the Contract. When Contract interpretation or additional information as to the Contract requirements is deemed necessary by the Port Authority, it will be communicated to all Bidders by written addenda issued under the name of the Manager, Purchasing Services Division of the Port Authority and may be posted on the Port Authority website. Addenda shall be considered part of the Contract.

8. Additional Information To and From Bidders

Should the Authority require additional information from the Bidder in connection with its bid, such information shall be submitted within the time frame specified by the Port Authority.

If the Bidder is a corporation, a statement of the names and residences of its officers should be submitted on the Name and Residence of Principals Sheet, directly following the Signature Sheet.

9. Union Jurisdiction

All prospective Bidders are advised to ascertain whether any union now represented or not represented at the Facility will claim jurisdiction over any aspect of the operations to be performed hereunder and their attention is directed to the paragraph entitled "Harmony" in the Standard Contract Terms and Conditions.

10. Assessment of Bid Requirements

The Bidder should carefully examine and study the entire contents of these bid documents and shall make its own determinations as to the services and materials to be supplied and all other things required to be done by the Contractor.

11. Bidder's Prerequisites

Only Bidders who can comply with the prerequisites specified in Part II hereof at the time of the submission of its bid should submit bids, as only bids submitted by such Bidders will be considered. By furnishing this document to the Bidder, the Port Authority has not made a determination that the Bidder has met the prerequisites or has otherwise been deemed qualified to perform the services. A determination that a

Bidder has met the prerequisites is no assurance that it will be deemed qualified in connection with other bid requirements included herein.

12. Qualification Information

The Port Authority may give oral or written notice to the Bidder to furnish the Port Authority with information and to meet with designated representatives of the Port Authority relating to the Bidder's qualifications and ability to fulfill the Contractor's obligations hereunder. The requested information shall be submitted no later than three (3) days after said notice unless otherwise indicated. Matters upon which the Port Authority may inquire may include, but may not be limited to, the following:

- a. The Bidder may be required to demonstrate that it is financially capable of performing this Contract, and the determination of the Bidder's financial qualifications will be made by the Port Authority in its sole discretion. The Bidder shall submit such financial and other relevant information as may be required by the Port Authority from time to time including, but not limited to, the following:
 1. (i) Certified financial statements, including applicable notes, reflecting the Bidder's assets, liabilities, net worth, revenues, expenses, profit or loss and cash flow for the most recent calendar year or the Bidder's most recent fiscal year.

(ii) Where the certified financial statements set forth in (i) above are not available, then either reviewed or compiled statements from an independent accountant setting forth the aforementioned information shall be provided.

(iii) Where neither certified financial statements nor financial statements from an independent accountant are available, as set forth in (i) and (ii) above, then financial statements containing such information prepared directly by the Bidder may be submitted; such financial statements, however, must be accompanied by a signed copy of the Bidder's most recent Federal income tax return and a statement in writing from the Bidder, signed by an executive officer or their authorized designee, that such statements accurately reflect the present financial condition of the Bidder.

Where the statements submitted pursuant to subparagraphs (i), (ii) or (iii) are dated prior to forty-five (45) days before the bid opening, then the Bidder shall submit a statement in writing, signed by an executive officer of the Bidder or their designee, that the present financial condition of the Bidder is at least as good as that shown on the statements submitted.

2. Bidder's statement of work on hand, including any work on which a bid has been submitted, and containing a description of the work, the annual dollar value, the location by city and state, the current percentage of completion, the expected date for completion, and the name of an individual most familiar with the Bidder's work on these jobs.

3. The name and address of the Bidder's banking institution, chief banking representative handling the Bidder's account, the Bidder's Federal Employer Identification Number (i.e., the number assigned to firms by the Federal Government for tax purposes), the Bidder's Dun and Bradstreet number, if any, the name of any other credit service to which the Bidder has furnished information, and the number, if any, assigned by such service to the Bidder's account.
- b. Information relating to the Bidder's Prerequisites, if any, as set forth in this document.
- c. If the Bidder is a corporation: (1) a copy of its Certificate of Incorporation and, if applicable, all Amendments thereto with a written declaration signed by the Secretary of the Corporation with the corporate seal affixed thereto, stating that the copy furnished is a true copy of the Certificate of Incorporation and any such Amendments as of the date of the opening of the bid and (2) if the Bidder is not incorporated under the laws of the state in which the service is to be performed, a certificate from the Secretary of State of said state evidencing the Bidder's legal qualification to do business in that state.
- d. A statement setting forth the names of those personnel to be in overall charge of the service and those who would be exclusively assigned to supervise the service and their specific roles therein, setting forth as to each the number of years of experience and in which functions and capacities each would serve.
- e. Information to supplement any statement submitted in accordance with the Standard Contract Terms and Conditions entitled "Contractor's Integrity Provisions."
- f. In the event that the Bidder's performance on a current or past Port Authority or Port Authority Trans-Hudson Corporation (PATH) contract or contracts has been rated less than satisfactory, the Manager, Purchasing Services Division, may give oral or written notice to the Bidder to furnish information demonstrating to the satisfaction of such Manager that, notwithstanding such rating, such performance was in fact satisfactory or that the circumstances which gave rise to such unsatisfactory rating have changed or will not apply to performance of this Contract, and that such performance will be satisfactory.
- g. The Bidder recognizes that it may be required to demonstrate to the satisfaction of the Port Authority that it in fact can perform the services as called for in this Contract and that it may be required to substantiate the warranties and representations set forth herein and the statements and assurances it may be required to give.

Neither the giving of any of the aforesaid notices to a Bidder, the submission of materials by a Bidder, any meeting which the Bidder may have with the Port Authority, nor anything stated by the Port Authority in any such meeting shall be construed or alleged to be construed as an acceptance of said Bidder's bid. Nothing stated in any such meeting shall be deemed to release any Bidder from its offer as contained in the bid.

13. Facility Inspection

Details regarding the Facility inspection for all parties interested in submitting a bid are stipulated in Part II hereof. All Bidders must present company identification and photo identification for access to the Facility.

14. Available Documents - General

Certain documents, listed in Part II hereof, will be made available for reference and examination by Bidders either at the Facility Inspection, or during regular business hours. Arrangements to review these documents at a time other than the Facility Inspection may be made by contacting the person listed in Part II as the contact for the Facility Inspection.

These documents were not prepared for the purpose of providing information for Bidders upon this Contract but they were prepared for other purposes, such as for other contracts or for design purposes for this or other contracts, and they do not form a part of this Contract. The Port Authority makes no representation or guarantee as to, and shall not be responsible for, their accuracy, completeness or pertinence, and, in addition, shall not be responsible for the inferences or conclusions to be drawn there from.

15. Pre-award Meeting

The lowest qualified Bidder may be called for a pre-award meeting prior to award of the Contract.

16. Price Preference

A price preference may be available for Minority/Women Business Enterprises (M/WBEs) or Small Business Enterprises (SBEs) as set forth in the Standard Contract Terms and Conditions.

17. M/WBE Subcontracting Provisions

The Port Authority has a long-standing practice of making its business opportunities available to Minority Business Enterprises (MBEs) and Women-Owned Businesses (WBEs) and has taken affirmative steps to encourage such firms to seek business opportunities with the Port Authority. The successful Bidder will use good faith efforts to provide for meaningful participation by the Port Authority certified M/WBEs as defined in this document, in the purchasing and subcontracting opportunities associated with this contract, including purchase of equipment, supplies and labor services.

Minority Business Enterprise (MBE) - shall mean a business entity which is at least 51% owned and controlled by one or more members of one or more minority groups, or, in the case of a publicly held corporation, at least 51% of the stock of which is owned by one or more minority groups, and whose management and daily business

operations are controlled by one or more such individuals who are citizens or permanent resident aliens.

"Minority Group" means any of the following racial or ethnic groups:

- (a) Black persons having origins in any of the Black African racial groups not of Hispanic origin;
- (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race;
- (c) Asian and Pacific Islander persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands;
- (d) Native American or Alaskan native persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

Women-Owned Business Enterprise (WBE) - shall mean a business enterprise which is at least 51% owned by one or more women, or, in the case of a publicly held corporation, at least 51% of the stock of which is owned by one or more women and whose management and daily business operations are controlled by one or more women who are citizens or permanent or resident aliens.

Good faith efforts to include participation by M/WBEs shall include, but not be limited to the following:

- 1) Dividing the services and materials to be procured into small portions where feasible;
- 2) Giving reasonable advance notice of specific subcontracting and purchasing opportunities to such firms as may be appropriate;
- 3) Soliciting services and materials from M/WBEs, which are certified by the Port Authority;
- 4) Ensuring that provision is made for timely progress payments to the M/WBEs and;
- 5) Observance of reasonable commercial standards of fair dealing in the respective trade or business.

Bidders are directed to use form PA3749B as the recording mechanism for the M/WBE participation Plan, which may be downloaded at <http://www.panynj.gov/business-opportunities/become-vendor.html>

The M/WBE Plan submitted by the Contractor to the Port Authority shall contain, at a minimum, the following:

- Identification of M/WBE's: Provide the names and addresses of all M/WBEs included in the Plan. If none are identified, describe the process for selecting participant firms in order to achieve the good faith goals under this Contract.
- Level of Participation: Indicate the percentage of M/WBE participation expected to be achieved with the arrangement described in the Plan.
- Scope of Work: Describe the specific scope of work the M/WBE's will perform.
- Previous M/WBE Participation: Describe any previous or current M/WBE participation, which the Bidder has utilized in the performance of its contracts.

All M/WBE subcontractors listed on the M/WBE Participation Plan must be certified by the Port Authority in order for the Contractor to receive credit toward the M/WBE goals set forth in this Contract. Please go to www.panynj.gov/supplierdiversity to search for M/WBEs by a particular commodity or service. The Port Authority makes no representation as to the financial responsibility of such firms or their ability to perform Work under this Contract.

Bidders shall include their M/WBE Participation Plan with their Bids, to be reviewed and approved by the Authority's Office of Business Diversity and Civil Rights (OBDCR).

If the Contractor wishes to subcontract a portion of the Work through a firm not listed in the Directory, but which the Contractor believes should be eligible because it is (1) an M/WBE, as defined above and (2) competent to perform portions of the Work, the Contractor shall submit an M/WBE Uniform Certification Application to the Port Authority of New York and New Jersey, Office of Business Diversity and Civil Rights (OBDCR), 233 Park Avenue South, 4th Floor, New York, NY 10003. The application is available online at www.panynj.gov/supplierdiversity. In addition, to update your certification file and to advise OBDCR of changes to any information, please email these changes to certhelp@panynj.gov. Credit toward applicable goals will be granted only to Port Authority certified vendors. For more information about M/WBE Programs, call (212) 435-7819.

18. Certification of Recycled Materials

Bidders are requested to submit, with their bid, a written certification entitled "Certified Environmentally Preferable Products / Practices" attached hereto as "Attachment I-A", attesting that the products or items offered by the Bidder contain the minimum percentage of post-consumer recovered material in accordance with the most recent guidelines issued by the United States Environmental Protection Agency (EPA), or, for commodities not so covered, the minimum percentage of post-consumer recovered materials established by other applicable regulatory agencies. The data submitted by the Bidder in Attachment I-A is being solicited for informational purposes only.

Recycling Definitions:

For purposes of this solicitation, the following definitions shall apply:

- a. "Recovered Material" shall be defined as any waste material or by-product that has been recovered or diverted from solid waste, excluding those materials and by-products generated from, and commonly reused within, an original manufacturing process.
- b. "Post-consumer Material" shall be defined as any material or finished product that has served its intended use and has been discarded for disposal or recovery having completed its life as a consumer item. "Post-consumer material" is included in the broader category of "Recovered Material".
- c. "Pre-consumer Material" shall be defined as any material or by-product generated after the manufacture of a product but before the product reaches the consumer, such as damaged or obsolete products. Pre-consumer Material does not include mill and manufacturing trim, scrap, or broken material that is generated at a manufacturing site and commonly reused on-site in the same or another manufacturing process.
- d. "Recycled Product" shall be defined as a product that contains the highest amount of post-consumer material practicable, or when post-consumer material is impracticable for a specific type of product, contains substantial amounts of Pre-consumer Material.
- e. "Recyclable Product" shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.
- f. "Waste Reducing Product" shall be defined as any product that will result in less waste generated due to its use rather than another product designed to serve the same function with an greater waste generation rate. This shall include, but not be limited to, those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

19. City Payroll Tax

Bidders should be aware of the payroll tax imposed by the:

- a) City of Newark, New Jersey for services performed in Newark, New Jersey;
- b) City of New York, New York for services performed in New York, New York;
and
- c) City of Yonkers, New York for services performed in Yonkers, New York.

These taxes, if applicable, are the sole responsibility of the Contractor. Bidders should consult their tax advisors as to the effect, if any, of these taxes. The Port Authority provides this notice for informational purposes only and is not responsible for either the imposition or administration of such taxes. The Port Authority exemption set forth in the Paragraph headed "Sales or Compensating Use Taxes", in the Standard Contract Terms and Conditions included herein, does not apply to these taxes.

20. Additional Bidder Information

Prospective Bidders are advised that additional vendor information, including but not limited to, forms, documents and other information, including protest procedures, may be found on the Port Authority website at: <http://www.panynj.gov/business-opportunities/become-vendor.html>

ATTACHMENT I A - Certified Environmentally Preferable Products/Practices

Bidder Name: _____ Date: _____

In line with the Port Authority's efforts to promote products and practices which reduce our impact on the environment and human health, Bidders are encouraged to provide information regarding their environmentally preferable/sustainable business practices as they relate to this contract wherever possible. Bidders are requested to complete this form and submit it with their response, if appropriate. Bidders are requested to submit appropriate documentation to support the items for which the Bidder indicates a "Yes" and present this documentation, in the proper sequence of this Attachment.

1. Packaging

Has the Bidder implemented any of the following environmental initiatives? (A checkmark indicates "Yes")

- ___ Use of corrugated materials that exceed the required minimum EPA recommended post-consumer recycled content
- ___ Use of other packaging materials that contain recycled content and are recyclable in most local programs
- ___ Promotes waste prevention and source reduction by reducing the extent of the packaging and/or offering packaging take-back services, or shipping carton return
- ___ Reduces or eliminates materials which have been bleached with chlorine or chlorine derivatives
- ___ Eliminates any packaging that may contain polyvinyl chloride (PVC), or polystyrene or heavy metals.

If yes, a description of the practices being followed should be include with the submission.

2. Business Practices / Operations / Manufacturing

Does the Bidder engage in practices that serve to reduce or minimize an impact to the environment, including, but not necessarily limited to, the following items? (A checkmark indicates "Yes")

- ___ Recycles materials in the warehouse or other operations
- ___ Use of alternative fuel vehicles or vehicles equipped with diesel emission control devices for delivery or transportation purposes
- ___ Use of energy efficient office equipment or signage or the incorporation of green building design elements
- ___ Use of recycled paper (that meets federal specifications) in their marketing and/or resource materials
- ___ Other sustainable initiative

If yes, a description of the practices being followed should be included with the submission.

3. Training and Education

Does the Bidder conduct/offer a program to train or inform customers and employees of the environmental benefits of the products to be offered under this contract, and/or does the Bidder conduct environmental training of its own staff?

- Yes No If yes, Bidder shall attach a description of the training offered and the specific criteria targeted by the training.

4. Certifications

Has the Bidder or any of its manufacturers and/or subcontractors obtained any of the following product / industry certifications? (A checkmark indicates "Yes")

- ___ ISO 14000 or adopted some other equivalent environmental management system
- ___ Other industry environmental standards (where applicable), such as the CERES principles, LEED Certification, C2C Protocol, Responsible Care Codes of Practice or other similar standards
- ___ Third Party product certifications such as Green Seal, Scientific Certification Systems, Smartwood, etc.

If yes, Bidders should attach copies of the certificates obtained.

I hereby certify under penalty of law, the above statements are true and correct.

_____ Name _____ Date

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PART II - CONTRACT SPECIFIC INFORMATION FOR BIDDERS

The following information may be referred to in other parts hereof, or further detailed in other parts hereof, if applicable.

1. Service(s) Required

Inspections, maintenance, testing, and repairs of the elevator, escalator, and lift systems at the Port Authority Bus Terminal.

2. Location(s) Services Required

The Port Authority Bus Terminal (PABT) 625 Eighth Avenue, New York, New York (NY), 10018, as more fully described in the definition of "Facility" in the Specifications.

3. Expected Date of Commencement of Contract

On or about July 1, 2013.

4. Contract Type

Unit Price Service Contract.

5. Duration of Contract

Three (3) years, expiring on or about June 30, 2016.

6. Option Period(s)

There shall be one (1), three (3) year Option Period.

7. Price Adjustment during Option Period(s) (Index Based)

Price adjustment during the Option Period(s) shall be pursuant to the clause entitled "Price Adjustment" in Part III hereof.

8. Extension Period

Up to 120-days extension applicable

9. Facility Inspection

Date and Time: March 6, 2013 at 10 a.m.

Please contact Mr. Bern D'Aleo at 212.502.2472 between the hours of 8 a.m. and 3 p.m. or email him at bdaleo@panynj.gov to confirm attendance and/or receive travel directions. All interested parties shall meet at the Port Authority Bus Terminal, South Wing, Times Square Hall, 625 Eighth Avenue, New York, New York 10018.

Valid photo identification is required to attend the Facility Inspection.

10. Specific Bidder's Prerequisites

- a. The Bidder shall have had at least five (5) years of continuous experience immediately prior to the date of submission of its bid in the management and operation of an elevator and escalator maintenance and repair business, and

during that time shall have actually engaged in providing said or such services to commercial or industrial accounts under contract. The Bidder may fulfill this prerequisite if the Bidder can demonstrate to the satisfaction of the Port Authority that the persons or entities owning and controlling the Bidder have had a cumulative total of at least five (5) years of experience immediately prior to the date of the submission of its bid in the management and operation of a business actually engaged in providing these services to commercial or industrial accounts under contract during that time, or have owned and controlled other entities which have actually engaged in providing the above described services during that time period.

- b. During the time period stated in (a) above, the Bidder, or persons or entities owning and controlling the Bidder, shall have performed or be performing under at least two (2) contracts at public, commercial or industrial facilities requiring similar services of similar scope to those required under this Contract.
- c. The Bidder shall have earned in each of its last two (2) consecutive fiscal years, or in each of the last two (2) complete calendar years immediately preceding the opening of its bid, a minimum of \$10,000,000 annual gross income from the type of service required under this Contract.

Proof that the above prerequisites are met should be submitted with the bid.

11. Available Documents

The following documents will be made available for reference and examination at the Facility Inspection:

Award of Elevator, Escalator and Lifts Maintenance and Repair Services at the Port Authority Bus Terminal (PABT) – Contract #4600006768 – Purchase Order #4500051988.

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PART III – CONTRACT SPECIFIC TERMS AND CONDITIONS

1. General Agreement

Subject to all of the terms and conditions of this Contract, the undersigned (the “Contractor”) hereby offers and agrees to provide all the necessary supervision, personnel, equipment, materials and all other things necessary to perform the Work required by this Contract as enumerated in Part II and as specified in Part V, “Specifications,” at the location(s) listed in Part II and in Part V, “Specifications,” and to do all other things necessary or proper therefor or incidental thereto, all in strict accordance with the provisions of the Contract Documents and any future changes therein; and the Contractor further agrees to assume and perform all other duties and obligations imposed upon it by this Contract.

In addition, all things not expressly mentioned in the Specifications but involved in the carrying out of their intent and in the complete and proper execution of the matters referred to in and required by this Contract are required by the Specifications, and the Contractor shall perform the same as though they were specifically delineated, described and mentioned therein.

2. Duration

- a) The initial term of this Contract (the “Base Term”) shall commence on or about the date specified in Part II hereof, on the specific date set forth in the Port Authority’s written notice of bid acceptance (the “Commencement Date”) and, unless otherwise terminated, revoked or extended in accordance with the provisions hereof, shall expire as specified in Part II hereof (the “Expiration Date”).
- b) If specified as applicable to this Contract and set forth in Part II hereof, the Port Authority shall have the right to extend this Contract for additional period(s) the “Option Period(s)”) following the Expiration Date, upon the same terms and conditions subject only to adjustments of charges, if applicable to this Contract, as may be hereinafter provided in the paragraph entitled “Price Adjustments”. If the Port Authority shall elect to exercise the Option(s) to extend this Contract, then, no later than thirty (30) days prior to the Expiration Date, the Port Authority shall send a notice that it is extending the Base Term of this Contract, and this Contract shall thereupon be extended for the applicable Option Period. If the Contract provides for more than one Option Period, the same procedure shall apply with regard to extending the term of this Contract for succeeding Option Periods.
- c) Unless specified as not applicable to this Contract in Part II hereof, the Port Authority shall have the absolute right to extend the Base Term for an additional period of up to one hundred and twenty (120) days subsequent to the Expiration Date of the Base Term, or to the Expiration Date of the final exercised Option Period (“Extension Period”), subject to the same terms and conditions as the previous contract period. The prices quoted by the Contractor for the previous

contract period shall remain in effect during this Extension Period without adjustment. If it so elects to extend the term of this Contract, the Port Authority will advise the Contractor, in writing, that the term is so extended, and will stipulate the length of the extended term, at least thirty (30) days prior to the expiration date of the previous contract period.

3. Payment

Subject to the provisions of this Contract, the Port Authority agrees to pay to the Contractor and the Contractor agrees to accept from the Port Authority as full and complete consideration for the performance of all its obligations under this Contract and as sole compensation for the Work performed by the Contractor hereunder, a compensation calculated from the actual quantities of services performed and the respective prices inserted by the Contractor in the Pricing Sheet(s), forming a part of this Contract, exclusive of compensation under the clause hereof entitled "Extra Work." The manner of submission of all bills for payment to the Contractor by the Port Authority for Services rendered under this Contract shall be subject to the approval of the Manager in all respects, including, but not limited to, format, breakdown of items presented and verifying records. All computations made by the Contractor and all billing and billing procedures shall be done in conformance with the following procedures:

- a) Payment shall be made in accordance with the prices for the applicable service (during the applicable Contract year) as they appear on the Pricing Sheet(s), as the same may be adjusted from time to time as specified herein, minus any deductions for services not performed and/or any liquidated damages to which the invoice may be subject and/or any adjustments as may be required pursuant to increases and decreases in areas or frequencies, if applicable. All Work must be completed within the time frames specified or as designated by the Manager.
- b) The Contractor shall submit to the Manager by the tenth day of each month following the month of commencement of this Contract and on or by the tenth day of each month thereafter (including the month following the termination, revocation or expiration of this Contract) a complete and correct invoice for the Work performed during the preceding month accompanied by such information as may be required by the Manager for verification. The invoice must show the Contractor's Federal Tax Identification Number. Payment will be made within thirty (30) days of Port Authority verification of the invoice.
- c) No certificate, payment, acceptance of any Work or any other act or omission of any representative of the Port Authority shall operate to (1) release the Contractor from any obligation under or upon this Contract, or to (2) estop the Port Authority from showing at any time that such certificate, payment, acceptance, act or omission was incorrect or to (3) preclude the Port Authority from recovering (a) any monies paid in excess of those lawfully due or (b) for any damage sustained by the Port Authority.
- d) In the event an audit of received invoices should indicate that the correct sum due the Contractor for the relevant billing period is less than the amount actually paid by the Port Authority, the Contractor shall pay to the Port Authority the

difference promptly upon receipt of the Port Authority's statement thereof. The Port Authority may, however, in its discretion elect to deduct said sum or sums from any subsequent monthly payments payable to the Contractor hereunder.

"Final Payment", as the term is used throughout this Contract, shall mean the final payment made for services rendered in the last month of the Base Term or any extended term. However, should this Contract be terminated for any reason prior to the last month of the Base Term or any extended term, then Final Payment shall be the payment made for services rendered in the month during which such termination becomes effective. The Contractor's acceptance of Final Payment shall act as a full and complete release to the Port Authority of all claims of and of all liability to the Contractor for all things done or furnished in connection with this Contract and for every act and neglect of the Port Authority and others relating to or arising out of this Contract, including claims arising out of breach of contract and claims based on claims of third persons. No payment, however, final or otherwise shall operate to release the Contractor from any obligations in connection with this Contract.

4. Price Adjustment

All Contract prices submitted by the Contractor and agreed to by The Port Authority, with the exception of Exhibit H of Part IV, Contractor's Pricing Sheets, shall be applicable to the three (3) years of the Base Term. For the Option Period(s) that are applicable to this Contract and are exercised hereunder, (excluding the 120 day Extension Period as described in the paragraph entitled "Duration" in PART III, hereof) The Port Authority shall adjust the compensation due to the Contractor utilizing the Consumer Price Index for all Urban Consumers; Series Id: CUURA101SA0L2; Not Seasonally Adjusted; New York-Northern New Jersey-Long Island, NY-NJ_CT-PA area; all items less shelter; 1982-1984=100, published by the Bureau of Labor Statistics of the United States Department of Labor (the "Price Index").

For the first year of the Option Period of the Contract, the Price Index shall be determined for the months of January 2015 and January 2016. The amounts payable to the Contractor in the final year of the Base Term shall be multiplied by a fraction the numerator of which is the Price Index for January 2016 and the denominator of which is the Price Index for January 2015. The resulting product shall be the amounts payable to the Contractor in the first year of the Option Period.

For the second year of the Option Period of the Contract, the Price Index shall be determined for the months of January 2016 and January 2017. The amounts payable to the Contractor in the first Option Period shall be multiplied by a fraction the numerator of which is the Price Index for January 2017 and the denominator of which is the Price Index for January 2016. The resulting product shall be the amounts payable to the Contractor in the second year of the Option Period.

For the third year of the Option Period of the Contract, the Price Index shall be determined for the months of January 2017 and January 2018. The amounts payable to the Contractor in the second Option Period shall be multiplied by a fraction the

numerator of which is the Price Index for January 2018 and the denominator of which is the Price Index for January 2017. The resulting product shall be the amounts payable to the Contractor in the third year of the Option Period.

In the event of a change in the basis for the computation of the said Index or the discontinuance of its publication, such other appropriate index shall be substituted as may be agreed upon by the Authority and the Contractor as properly reflecting changes in the value of the current United States money in a manner similar to that established in the said Price Index. In the event of the failure of the parties to so agree, the Port Authority may select and use such index as seems to the Authority to be appropriate.

Notwithstanding the provisions of this section, in no event shall any adjustment hereunder be greater than three (3%) per annum.

The amounts payable to the Contractor during the 120-day Extension Period shall not be subject to adjustment.

If, after an adjustment referred to in this Section, the Index used for computing such adjustment shall be changed or adjusted, then the amounts payable to the Contractor for that period shall be recomputed. If such recomputation results in a smaller increase in the amount payable for such period, then after notification of the change or adjustment, the recomputed amounts shall be in effect and upon demand by the Port Authority, the Contractor shall refund to the Port Authority excess amounts theretofore paid by the Port Authority for such period.

5. Liquidated Damages

a) The Contractor's obligations for the performance and completion of the Work within the time or times provided for in this Contract are of the essence of this Contract. In the event that the Contractor fails to satisfactorily perform all or any part of the Work required hereunder in accordance with the requirements set forth in the Specifications (as the same may be modified in accordance with provisions set forth elsewhere herein) then, inasmuch as the damage and loss to the Port Authority for such failure to perform includes items of loss whose amount will be incapable or very difficult of accurate estimation, the damages for such failure to perform shall be liquidated as follows:

i. Failure to Perform All or Any of the Work in the Specifications

If the Contractor fails to satisfactorily perform all or any of the Work, as determined by the Manager, as set forth in the Specifications at the frequencies therein stated, then the compensation payable by the Port Authority to the Contractor shall be reduced by an amount equal to two hundred percent (200%) of the monthly unit price inserted by the Contractor in Part IV, Contractor's Pricing Sheets.

ii. Failure to Respond to and/or Perform Emergency Services

If the Contractor fails to respond to and/or perform emergency services within the time provided in the Specifications, then the amount payable to the Contractor under this Contract shall be reduced by four hundred dollars (\$400) per hour for each hour, or part thereof, past the time that the Contractor fails to provide the required Service.

iii. Failure to Respond to and/or Perform Call-back Services

If the Contractor fails to respond to and/or perform call-back services within the time provided in the Specifications, then the amount payable to the Contractor under this Contract shall be reduced by two hundred dollars (\$200) per hour for each hour, or part thereof, past the time that the Contractor fails to provide the required Service.

iv. Failure to Perform Project Work

If the Contractor fails to perform the Project Work within the timeframe agreed to by the Contractor and Manager, then the amount payable to the Contractor under this Contract shall be reduced by two hundred dollars (\$200) multiplied by the number of days or fractions of days thereof, past the time that the Contractor fails to perform the required Project Work.

v. Failure to Respond to/Perform Extra Work

If the Contractor fails to respond to and/or perform Extra Work when such is deemed necessary by the Manager, then the amount payable to the Contractor under this Contract shall be reduced by two hundred dollars (\$200) per hour for each hour past the time designated by the Manager in his/her directive to begin such work.

vi. Failure to Provide Required or Requested Information

In the event that, for any reason, the Contractor fails to maintain or provide or have available when required or requested by the Port Authority or fails to submit any documentation, reports or records as required, the amount payable by the Port Authority to the Contractor hereunder shall be reduced by an amount equal to two hundred dollars (\$200) per day multiplied by the number of days or fractions of days thereof that the Contractor fails to maintain or provide any documentation, reports or records, said amount or amounts to be deducted from any sums due and owing from the Port Authority to the Contractor hereunder as the Port Authority shall determine from time to time in its sole discretion.

vii. For “Lapse of Insurance Coverage”

If the Contractor fails to provide the Manager with the approved certificates of insurance no less than fifteen (15) days prior to the expiration of each policy as required hereunder, then the amount payable hereunder shall be reduced by one hundred dollars (\$100) for each day such certificates are past due.

viii. Failure to wear uniform/ID

In the event that the Contractor’s employee(s) fail(s) to comply with the uniform and identification (ID) requirements as set forth herein, then the amount payable hereunder shall be reduced by an amount equal to twenty-five dollars (\$25) per violation, per employee multiplied by the number of days or fractions of days thereof that the Contractor’s employee(s) fail(s) to comply with the uniform and/or identification requirements.

ix. Equipment Failure resulting in Service Interruptions

Equipment failure resulting in service interruptions shall be liquidated at the rate of five hundred dollars (\$500) per day for each elevator that is out of service after four (4) continuous hours. The Authority defines “Failure” as any activity which causes a service interruption. Because the causes of service interruption are varied and not all causes of service interruption can be attributed to the equipment itself, the Manager shall define service interruptions chargeable to the Contractor.

All service interruptions are subject to Liquidated Damages, except as defined below.

Service interruptions that shall not be charged to the Contractor’s performance are as follows:

- Shutdowns resulting from incidents or acts beyond the control of the Contractor (i.e., power failures, water damage, etc.).
- Shutdowns required in order to modify equipment for the enhancement of its operation or safety when required hereunder or when otherwise requested by the Authority/Manager.
- Shutdowns required as a result of any accident resulting from negligence on the part of the user, and which is not the fault of the Contractor, as determined by the Manager.
- Shutdowns approved by the Manager as required to perform scheduled Maintenance and clean downs.
- If in the sole opinion of the Manager the Contractor is making good faith efforts to return the equipment to service.

The Contractor shall submit a monthly availability report within five (5) days of the first of the month. The report shall indicate both availability and all service interruptions regardless of cause, including scheduled preventive maintenance, and the availability of the unit considering only the service interruptions chargeable to the Contractor as defined in this Contract.

To the extent that the Contractor's failure to perform services results from delay which is not the fault of the Contractor and which is beyond the Contractor's control and which it is unable to overcome by the exercise of all reasonable efforts or which it could not reasonably have anticipated or avoided, the Authority will not assess liquidated damages hereunder. It shall be deemed that acts of God, war and acts of government, not yet specifically proposed or taken are beyond the Contractor's control.

Should the Authority exercise its right to terminate this Agreement pursuant to Standard Contract Terms and Conditions, Part II, General Provisions, Section 6, entitled "Rights and Remedies of the Authority," liquidated damages will be assessed by the Authority only for delays occurring prior to such termination.

- b) The Manager shall determine whether the Contractor has performed in a satisfactory manner and his/her determination shall be final, binding and conclusive upon the Contractor.
- c) Failure of the Manager or the Port Authority to impose liquidated damages shall not be deemed Port Authority acceptance of Contractor's unsatisfactory performance or failure to perform or a waiver of the Authority's remedies hereunder.

6. Insurance Procured by the Contractor

The Contractor shall take out, maintain, and pay the premiums on Commercial General Liability Insurance, including but not limited to premises-operations, products-completed operations, and independent contractors coverage, with a contractual liability endorsement covering the obligations assumed by the contractor under this contract, AND, if vehicles are to be used to carry out the performance of this Contract, then the Contractor shall also take out, maintain, and pay the premiums on Automobile Liability Insurance covering owned, non-owned, and hired autos in the following minimum limits:

Commercial General Liability Insurance: \$5,000,000 Combined Single Limit per occurrence for Bodily Injury and Property Damage. If Work is to be performed on or within 50 feet of railroad property, then the contractual liability coverage shall contain an endorsement deleting any railroad exclusion.

Commercial Automobile Liability Insurance: \$2,000,000 Combined Single Limit per occurrence for Bodily Injury and Property Damage.

Workers' Compensation Insurance and Employers' Liability Insurance:

The Contractor shall, and he shall ensure that any Subcontractor shall, procure and maintain, at their own expense a policy of workers' compensation insurance as required by law where the work will take place and employers' liability insurance with limits of not less than **\$1,000,000** per accident. And **where applicable**, the Contractor and/or the Subcontractor shall also include one or more endorsements to cover for (i) Federal Employer's Liability Act (work near railroad), (ii) Longshore and Harbor Workers' Compensation Act (work on or around navigable waters), (iii) Maritime Coverage (for masters or members of the crews of vessels).

Compensation for such Workers' Compensation Insurance and Employers' Liability Insurance shall be in accordance with the clause of the Form of Contract entitled "Net Cost."

In addition, the policy(ies) shall include the Authority and its wholly owned entities as an additional insured and the policy(ies) and its certificate must be specifically endorsed to contain a provision that the policy may not be canceled, terminated, or modified without thirty (30) days' prior written notice to the Port Authority of NY and NJ, Attn: Facility Contract Administrator, at the location where the work will take place and to the General Manager, Risk Financing.

The Commercial General Liability Policy shall not contain any provisions for exclusions from liability other than those forming part of the standard, basis, unamended, and unendorsed Commercial General Liability Policy. The liability policies shall be endorsed to state that the insurer shall not, without obtaining the express advance written permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

All the aforesaid policies of liability insurance shall also contain an endorsement deleting any exclusion for severability of interests so that the policy or policies will provide that the protections afforded the Contractor thereunder with respect to any claim or action against the Contractor by a third person shall pertain and apply with like effect with respect to a claim or action against the Contractor by the Port Authority and that said protections shall also pertain or apply with respect to any claim or action against the Port Authority by the Contractor, but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured.

Within five (5) days after the acceptance of its Proposal, the Contractor shall deliver to the General Manager, Risk Financing, The Port Authority of New York and New Jersey, 225 Park Avenue South, 12th Floor, New York, N.Y. 10003 (Attn: Contract Insurance Review), certificate of insurance evidencing the above insurance and endorsements, **stating the Contract number and title** and containing a separate express statement of compliance with each of the requirements above set forth in this

Section. Upon the request of the General Manager, Risk Financing, the Contractor shall meet with the General Manager, Risk Financing and shall furnish for the Port Authority's inspection either the policies themselves or a certified copy of each policy and, if further requested, the provisions for establishing premiums. The Port Authority will not require that the Contractor leave this information with the Port Authority. The Contractor shall retain all documents and copies thereof.

The requirements of this Section are for the greater assurance of the Port Authority that the Contractor will be financially able to discharge its obligations under the Section hereof entitled "Risks Assumed by the Contractor" and shall not in any way be construed as a limitation on the nature or extent of such obligations. If at any time the above liability insurance should be canceled, terminated or modified so that insurance is not in effect as above required, then if the General Manager, Risk Financing shall so direct, the Contractor shall suspend performance of this Contract. If the Contract is so suspended, no extension of time shall be due on account thereof. If the Contract is not so suspended (whether or not because of omission of the General Manager to order suspension), then the Authority may at its option, obtain insurance affording coverage equal to the above required, the cost of such insurance to be payable by the Contractor to the Authority. [CITS # 4189N]

7. Increase and Decrease in Areas or Frequencies

The Manager shall have the right, at any time and from time to time in his/her sole discretion, to increase or decrease the frequencies of all or any part of the services required hereunder and/or to add areas not described herein in the Specifications or to remove areas or parts of areas which are hereunder so described. In the event the Manager decides to change any frequencies or areas such change shall be by written notice not less than seventy-two (72) hours, said changes to be effective upon the date specified in said notice.

In the event of an increase or decrease in areas or frequencies, the Contractor's compensation will be adjusted to reflect such change in areas or frequencies utilizing the applicable Unit Price for such services (for the applicable Contract year) as set forth on the Pricing Sheet(s).

Where no specific Unit Price has been quoted for the type of services to be increased or decreased, the Manager shall have the right to negotiate the compensation to reflect such change, whether an increase or decrease in areas or frequencies, which, in the opinion of the Manager, are necessary to complete the work, by multiplying the increased or decreased amount by the negotiated rate.

In the event of a decrease, the Contractor shall not be entitled to compensation for Work not performed.

No such change in areas or frequencies will be implemented which results in a total increase or decrease in compensation that is greater than fifty percent (50%) of the Total Estimated Contract Price for the Base Term or, if changes are to be implemented during an Option Period, fifty percent (50%) for that Option Period.

Any increases in frequencies or areas shall not constitute Extra Work and, as such, shall not be limited by the Extra Work provisions of this Contract.

8. Extra Work

The Contractor is required to provide separate materials, supplies, equipment and personnel for Extra Work when such is deemed necessary by the Manager. "Extra Work" as used herein shall be defined as work which differs from that expressly or impliedly required by the Specifications in their present form. Total Extra Work performed by the Contractor shall not exceed six percent (6%) of the Total Estimated Contract Price of this Contract for the entire Term of this Contract including extensions thereof, or six percent (6%) of the Total Estimated Contract Price of each Section if this Contract is awarded by separate Sections.

An increase in area or frequency shall not constitute Extra Work, but shall be compensable based on the prices in the Pricing Sheet(s) and the paragraph herein titled "Increase or Decrease in Areas or Frequencies."

The Contractor is required to perform Extra Work pursuant to a written order of the Manager expressly recognizing such work as Extra Work. If Lump Sum or Unit Price compensation cannot be agreed upon by the parties in writing prior to the start of Work, the Contractor shall perform such Extra Work and the Contractor's compensation shall be increased by the sum of the following amounts and such amounts only: (1) the actual net cost, in money, of the labor, and material, required for such Extra Work; (2) five percent (5%) of the amount under (1) above; (3) such rental as the Manager deems reasonable for plant and equipment (other than small tools) required for such Extra Work; (4) if the Extra Work is performed by a subcontractor, an additional five percent (5%) of the sum of the amounts under (1) through (3) above.

As used in this numbered clause (and in this clause only):

"Labor" means laborers, mechanics, and other employees below the rank of supervisor, directly employed at the Site of the Work subject to the Manager or his/her designee's authority to determine what employees of any category are "required for Extra Work" and as to the portion of their time allotted to Extra Work; and "cost of labor" means the wages actually paid to and received by such employees plus a proper proportion of (a) vacation allowances and union dues and assessments which the employer actually pays pursuant to contractual obligation upon the basis of such wages, and (b) taxes actually paid by the employer pursuant to law upon the basis of such wages and workers' compensation premiums paid pursuant to law.

"Employees" as used above means only the employees of one employer.

"Net Cost" means the Contractor's actual cost after deducting all permitted cash and trade discounts, rebates, allowances, credits, sales taxes, commissions, and refunds (whether or not any or all of the same shall have been taken by the Contractor) of all parts and materials purchased by the Contractor solely for the use in performing its obligation hereunder provided, where such purchase has received the prior written approval of the Manager as required herein. The Contractor shall promptly furnish to the Manager such bills of sale and other instruments as the Manger may require,

executed, acknowledged and delivered, assuring to the Manager title to such materials, supplies, equipment, parts and tools free of encumbrances.

“Materials” means temporarily-installed and consumable materials as well as permanently-installed materials; and “cost of materials” means the price (including taxes actually paid by the Contractor pursuant to law upon the basis of such materials) for which such materials are sold for cash by the manufacturers or producers thereof, or by regular dealers therein, whether or not such materials are purchased directly from the manufacturer, producer or dealer (or if the Contractor is the manufacturer or producer thereof, the reasonable cost to the Contractor of the manufacture and production), plus the reasonable cost of delivering such materials to the Site of the Work in the event that the price paid to the manufacturer, producer or dealer does not include delivery and in case of temporarily-installed materials, less their salvage value, if any.

The Manager shall have the authority to decide all questions in connection with Extra Work. The exercise by the Manager of the powers and authorities vested in him/her by this section shall be binding and final upon the Port Authority and the Contractor.

The Contractor shall submit all reports, records and receipts as are requested by the Manager so as to enable him/her to ascertain the time expended in the performance of the Extra Work, the quantity of labor and materials used therein and the cost of said labor and materials to the Contractor.

The provisions of this Contract relating generally to Work and its performance shall apply without exception to any Extra Work required and to the performance thereof. Moreover, the provisions of the Specifications relating generally to the Work and its performance shall also apply to any Extra Work required and to the performance thereof, except to the extent that a written order in connection with any particular item of Extra Work may expressly provide otherwise.

If the Contractor deems work to be Extra Work, the Contractor shall give written notice to the Manager within twenty-four (24) hours of performing the work that it so considers as Extra Work, and failure of the Contractor to provide said notice shall be a waiver of any claim to an increase in compensation for such work and a conclusive and binding determination that it is not Extra Work.

The Contractor shall supply the amount of materials, supplies, equipment and personnel required by the Manager within seventy-two (72) hours following the receipt of written or verbal notice from the Manager or, in the case of an emergency as determined by the Manager, within twenty-four (24) hours following the receipt by the Contractor of the Manager’s written or oral notification. Where oral notification is provided hereunder, the Manager shall thereafter confirm the same in writing.

All Extra Work shall be billed to the Port Authority on a separate invoice on a monthly basis.

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 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 _____

Bidding Entity'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 the Bidding Entity.

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)
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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.
- 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 (which amount shall then govern in all cases) based upon the Unit Prices inserted by the Bidder.
- 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 + Option Pricing 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 + Option Period Category Five (CAT5) Testing 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, plus the Estimated Three (3) Year Contract Price for Materials, and the Estimated Option Price for CAT5 Tests for Elevators.

CONTRACTOR'S PRICING SHEET
EXHIBIT "A.1"
PABT ESCALATOR MAINTENANCE SERVICES – SOUTH WING
(FIRST YEAR)

Item of Equipment*	Unit Price to Inspect, Maintain, Test and Repair/Replace Per Month***	<input type="checkbox"/>	Annual Frequency	<input type="checkbox"/>	Total Estimated Annual Price
Escalator 13**	\$ _____	X	12	=	\$ _____(1)
Escalator 14**	\$ _____	X	12	=	\$ _____(2)
Escalator 15**	\$ _____	X	12	=	\$ _____(3)
Escalator 16**	\$ _____	X	12	=	\$ _____(4)
Escalator 17**	\$ _____	X	12	=	\$ _____(5)
Escalator 18	\$ _____	X	12	=	\$ _____(6)
Escalator 19	\$ _____	X	12	=	\$ _____(7)
Escalator 20**	\$ _____	X	12	=	\$ _____(8)
Escalator 21**	\$ _____	X	12	=	\$ _____(9)
Escalator 23**	\$ _____	X	12	=	\$ _____(10)
Escalator 24**	\$ _____	X	12	=	\$ _____(11)
Escalator 25**	\$ _____	X	12	=	\$ _____(12)
Escalator 26**	\$ _____	X	12	=	\$ _____(13)
Escalator 28	\$ _____	X	12	=	\$ _____(14)
Escalator 29	\$ _____	X	12	=	\$ _____(15)
Escalator 30**	\$ _____	X	12	=	\$ _____(16)

CONTRACTOR'S PRICING SHEET
EXHIBIT "A.1"
PABT ESCALATOR MAINTENANCE SERVICES – SOUTH WING CONTINUED
(FIRST YEAR)

Item of Equipment*	Unit Price to Inspect, Maintain, Test and Repair/Replace Per Month***		Annual Frequency		Total Estimated Annual Price
Escalator 31**	\$ _____	X	12	=	\$ _____(17)
Escalator 70**	\$ _____	X	12	=	\$ _____(18)
Escalator 71**	\$ _____	X	12	=	\$ _____(19)
Escalator 176**	\$ _____	X	12	=	\$ _____(20)
Escalator 177**	\$ _____	X	12	=	\$ _____(21)
Escalator 178**	\$ _____	X	12	=	\$ _____(22)
Escalator 180**	\$ _____	X	12	=	\$ _____(23)
Escalator 200	\$ _____	X	12	=	\$ _____(24)
Escalator 201	\$ _____	X	12	=	\$ _____(25)
Escalator 202	\$ _____	X	12	=	\$ _____(26)
Escalator 203	\$ _____	X	12	=	\$ _____(27)
Escalator 204	\$ _____	X	12	=	\$ _____(28)
Escalator 206	\$ _____	X	12	=	\$ _____(29)
Escalator 207	\$ _____	X	12	=	\$ _____(30)
Escalator 208	\$ _____	X	12	=	\$ _____(31)
Escalator 210	\$ _____	X	12	=	\$ _____(32)
Escalator 211	\$ _____	X	12	=	\$ _____(33)
Escalator 212	\$ _____	X	12	=	\$ _____(34)

**CONTRACTOR'S PRICING SHEET
EXHIBIT "A.1"
PABT ESCALATOR MAINTENANCE SERVICES – SOUTH WING CONTINUED
(FIRST YEAR)**

Item of Equipment*	Unit Price to Inspect, Maintain, Test and Repair/Replace Per Month***		Annual Frequency		Total Estimated Annual Price
Escalator 213	\$ _____	X	12	=	\$ _____(35)
Escalator 214	\$ _____	X	12	=	\$ _____(36)
Escalator 220	\$ _____	X	12	=	\$ _____(37)
Escalator 221	\$ _____	X	12	=	\$ _____(38)
Escalator 222	\$ _____	X	12	=	\$ _____(39)
Escalator 223	\$ _____	X	12	=	\$ _____(40)
Escalator 224	\$ _____	X	12	=	\$ _____(41)
Escalator 232	\$ _____	X	12	=	\$ _____(42)
Escalator 233	\$ _____	X	12	=	\$ _____(43)
Escalator 234	\$ _____	X	12	=	\$ _____(44)

* Refer to PART V, "Schedule A-1" attachment for additional information on the individual units listed.

**Critical Escalators

***Total monthly unit price shall be all-inclusive of labor and materials for inspection, maintenance, testing, and repair/replacement services. Monthly unit price shall also include labor and cost of device(s) if repair/replacement of device(s) is required, and upon approval of the Manager. Equipment replaced must be the same make and model or approved equal (as determined by the Manager) to equipment currently installed at the Facility.

A.1 Total Estimated Annual Contract Price for Inspection, Maintenance, Testing, Repair/Replacement Services of PABT Escalator Systems – South Wing (First Year)

(Sum of items (1) through (44) above)

\$ _____

INCLUDE ON LINE (1) EXHIBIT "T"

**CONTRACTOR'S PRICING SHEET
EXHIBIT "B.1"
PABT ELEVATOR MAINTENANCE SERVICES – SOUTH WING
(FIRST YEAR)**

Item of Equipment*	Unit Price to Inspect, Maintain, Test and Repair/Replace Per Month***		Annual Frequency		Total Estimated Annual Price
Elevator P-1**	\$ _____	X	12	=	\$ _____ (1)
Elevator P-2**	\$ _____	X	12	=	\$ _____ (2)
Elevator P-3**	\$ _____	X	12	=	\$ _____ (3)
Elevator P-8**	\$ _____	X	12	=	\$ _____ (4)
Elevator P-9	\$ _____	X	12	=	\$ _____ (5)
Elevator F-11**	\$ _____	X	12	=	\$ _____ (6)
Material Lift 1	\$ _____	X	4	=	\$ _____ (7)

* Refer to PART V, "Schedule A-2" attachment for additional information on the individual units listed.

**Critical Elevators

***Total monthly unit price shall be all-inclusive of labor and materials for inspection, maintenance, testing, and repair/replacement services. Monthly unit price shall also include labor and cost of device(s) if repair/replacement of device(s) is required, and upon approval of the Manager. Equipment replaced must be the same make and model or approved equal (as determined by the Manager) to equipment currently installed at the Facility.

B.1 Total Estimated Annual Contract Price for Inspection, Maintenance, Testing, Repair/Replacement Services of PABT Elevator Systems – South Wing (First Year)

(Sum of items (1) through (7) above)

\$ _____

INCLUDE ON LINE (2) EXHIBIT "T"

**CONTRACTOR'S PRICING SHEET
EXHIBIT "C.1"
PABT ESCALATOR MAINTENANCE SERVICES – NORTH WING
(FIRST YEAR)**

Item of Equipment*	Unit Price to Inspect, Maintain, Test and Repair/Replace Per Month***		Annual Frequency		Total Estimated Annual Price
Escalator 1**	\$ _____	X	12	=	\$ _____(1)
Escalator 2**	\$ _____	X	12	=	\$ _____(2)
Escalator 3**	\$ _____	X	12	=	\$ _____(3)
Escalator 4**	\$ _____	X	12	=	\$ _____(4)
Escalator 5	\$ _____	X	12	=	\$ _____(5)
Escalator 6	\$ _____	X	12	=	\$ _____(6)
Escalator 7**	\$ _____	X	12	=	\$ _____(7)
Escalator 8**	\$ _____	X	12	=	\$ _____(8)
Escalator 9**	\$ _____	X	12	=	\$ _____(9)
Escalator 10**	\$ _____	X	12	=	\$ _____(10)

* Refer to PART V, "Schedule A-3" attachment for additional information on the individual units listed.

**Critical Escalators

***Total monthly unit price shall be all-inclusive of labor and materials for inspection, maintenance, testing, and repair/replacement services. Monthly unit price shall also include labor and cost of device(s) if repair/replacement of device(s) is required, and upon approval of the Manager. Equipment replaced must be the same make and model or approved equal (as determined by the Manager) to equipment currently installed at the Facility.

C.1 Total Estimated Annual Contract Price for Inspection, Maintenance, Testing, Repair/Replacement Services of PABT Escalator Systems – North Wing (First Year)

(Sum of items (1) through (10) above)

\$ _____

INCLUDE ON LINE (3) EXHIBIT "I"

**CONTRACTOR'S PRICING SHEET
EXHIBIT "D.1"
PABT ELEVATOR MAINTENANCE SERVICES – NORTH WING
(FIRST YEAR)**

Item of Equipment*	Unit Price to Inspect, Maintain, Test and Repair/Replace Per Month***		Annual Frequency		Total Estimated Annual Price
Elevator P-4	\$ _____	X	12	=	\$ _____ (1)
Elevator P-5	\$ _____	X	12	=	\$ _____ (2)
Elevator P-6**	\$ _____	X	12	=	\$ _____ (3)
Elevator P-7**	\$ _____	X	12	=	\$ _____ (4)
Elevator F-12**	\$ _____	X	12	=	\$ _____ (5)
Elevator F-13	\$ _____	X	12	=	\$ _____ (6)
Elevator F-14	\$ _____	X	12	=	\$ _____ (7)

* Refer to PART V, "Schedule A-4" attachment for additional information on the individual units listed.

**Critical Elevators

***Total monthly unit price shall be all-inclusive of labor and materials for inspection, maintenance, testing, and repair/replacement services. Monthly unit price shall also include labor and cost of device(s) if repair/replacement of device(s) is required, and upon approval of the Manager. Equipment replaced must be the same make and model or approved equal (as determined by the Manager) to equipment currently installed at the Facility.

D.1 Total Estimated Annual Contract Price for Inspection, Maintenance, Testing, Repair/Replacement Services of PABT Elevator Systems – North Wing (First Year)

(Sum of items (1) through (7) above)

\$ _____

INCLUDE ON LINE (4) EXHIBIT "T"

**CONTRACTOR'S PRICING SHEET
EXHIBIT "E.1"
PABT PROJECT WORK LABOR FOR ELEVATORS, ESCALATORS, AND LIFTS
(FIRST YEAR)**

Description of Work	All Inclusive Charge Per Labor-Hour**		Estimated Labor-Hours Per Year		Total Estimated Annual Price
Lead Mechanic*					
(A) Regular*** Working Hours	\$ _____	X	498	=	\$ _____ (1)
(B) Overtime*** Working Hours	\$ _____	X	249	=	\$ _____ (2)
Mechanic*					
(A) Regular*** Working Hours	\$ _____	X	498	=	\$ _____ (3)
(B) Overtime*** Working Hours	\$ _____	X	249	=	\$ _____ (4)
Helper*					
(A) Regular*** Working Hours	\$ _____	X	996	=	\$ _____ (5)
(B) Overtime*** Working Hours	\$ _____	X	498	=	\$ _____ (6)
Team (Mechanic + Helper)*					
(A) Regular*** Working Hours	\$ _____	X	498	=	\$ _____ (7)
(B) Overtime*** Working Hours	\$ _____	X	249	=	\$ _____ (8)

*Labor indicated in (A) and (B) is for Project Work to be performed as directed and approved by the Manager.

**Charges Per Labor-Hour above are all-inclusive of labor. Compensation for materials used during Project Work shall be in accordance with the provisions of PART IV, Contractor's Pricing Sheet EXHIBIT "F."

***See clause in PART V entitled "Specific Definitions" for definitions of "Regular Working Hours," and "Overtime Working Hours."

E.1 Total Estimated Annual Contract Price for PABT Project Work Labor

(First Year)

(Sum of items (1) through (8) above)

\$ _____

INCLUDE ON LINE (5) EXHIBIT "I"

**CONTRACTOR'S PRICING SHEET
EXHIBIT "F.1"
PABT EMERGENCY SERVICES FOR ELEVATORS, ESCALATORS, AND LIFTS
(FIRST YEAR)**

Description of Work	All Inclusive Charge Per Labor-Hour**		Estimated Labor-Hours Per Year		Total Estimated Annual Price
Lead Mechanic*					
(A) Regular*** Working Hours	\$ _____	X	250	=	\$ _____ (1)
(B) Overtime*** Working Hours	\$ _____	X	250	=	\$ _____ (2)
Mechanic*					
(A) Regular*** Working Hours	\$ _____	X	250	=	\$ _____ (3)
(B) Overtime*** Working Hours	\$ _____	X	250	=	\$ _____ (4)
Helper*					
(A) Regular*** Working Hours	\$ _____	X	250	=	\$ _____ (5)
(B) Overtime*** Working Hours	\$ _____	X	250	=	\$ _____ (6)
Team (Mechanic + Helper)*					
(A) Regular*** Working Hours	\$ _____	X	250	=	\$ _____ (7)
(B) Overtime*** Working Hours	\$ _____	X	250	=	\$ _____ (8)

*Labor indicated in (A) and (B) is for Emergency Services to be performed as directed and approved by the Manager.

**Charges Per Labor-Hour above are all-inclusive wage rates which shall include the Contractor's overhead, including tolls, travel time, cost of vehicle use and profit. Compensation for materials used during Emergency Service shall be in accordance with the provisions of PART III, entitled "Extra Work."

***See clause in PART V entitled "Specific Definitions" for definitions of "Regular Working Hours," and "Overtime Working Hours."

**F.1 Total Estimated Annual Contract Price for
PABT Emergency Services
(First Year)**

(Sum of items (1) through (8) above)

\$ _____

INCLUDE ON LINE (6) EXHIBIT "F"

CONTRACTOR'S PRICING SHEET
EXHIBIT "A.2"
PABT ESCALATOR MAINTENANCE SERVICES – SOUTH WING
(SECOND YEAR)

Item of Equipment*	Unit Price to Inspect, Maintain, Test and Repair/Replace Per Month***		Annual Frequency		Total Estimated Annual Price
Escalator 13**	\$ _____	X	12	=	\$ _____(1)
Escalator 14**	\$ _____	X	12	=	\$ _____(2)
Escalator 15**	\$ _____	X	12	=	\$ _____(3)
Escalator 16**	\$ _____	X	12	=	\$ _____(4)
Escalator 17**	\$ _____	X	12	=	\$ _____(5)
Escalator 18	\$ _____	X	12	=	\$ _____(6)
Escalator 19	\$ _____	X	12	=	\$ _____(7)
Escalator 20**	\$ _____	X	12	=	\$ _____(8)
Escalator 21**	\$ _____	X	12	=	\$ _____(9)
Escalator 23**	\$ _____	X	12	=	\$ _____(10)
Escalator 24**	\$ _____	X	12	=	\$ _____(11)
Escalator 25**	\$ _____	X	12	=	\$ _____(12)
Escalator 26**	\$ _____	X	12	=	\$ _____(13)
Escalator 28	\$ _____	X	12	=	\$ _____(14)
Escalator 29	\$ _____	X	12	=	\$ _____(15)
Escalator 30**	\$ _____	X	12	=	\$ _____(16)

CONTRACTOR'S PRICING SHEET
EXHIBIT "A.2"
PABT ESCALATOR MAINTENANCE SERVICES – SOUTH WING CONTINUED
(SECOND YEAR)

Item of Equipment*	Unit Price to Inspect, Maintain, Test and Repair/Replace Per Month***		Annual Frequency		Total Estimated Annual Price
Escalator 31**	\$ _____	X	12	=	\$ _____(17)
Escalator 70**	\$ _____	X	12	=	\$ _____(18)
Escalator 71**	\$ _____	X	12	=	\$ _____(19)
Escalator 176**	\$ _____	X	12	=	\$ _____(20)
Escalator 177**	\$ _____	X	12	=	\$ _____(21)
Escalator 178**	\$ _____	X	12	=	\$ _____(22)
Escalator 180**	\$ _____	X	12	=	\$ _____(23)
Escalator 200	\$ _____	X	12	=	\$ _____(24)
Escalator 201	\$ _____	X	12	=	\$ _____(25)
Escalator 202	\$ _____	X	12	=	\$ _____(26)
Escalator 203	\$ _____	X	12	=	\$ _____(27)
Escalator 204	\$ _____	X	12	=	\$ _____(28)
Escalator 206	\$ _____	X	12	=	\$ _____(29)
Escalator 207	\$ _____	X	12	=	\$ _____(30)
Escalator 208	\$ _____	X	12	=	\$ _____(31)
Escalator 210	\$ _____	X	12	=	\$ _____(32)
Escalator 211	\$ _____	X	12	=	\$ _____(33)
Escalator 212	\$ _____	X	12	=	\$ _____(34)

**CONTRACTOR'S PRICING SHEET
EXHIBIT "A.2"
PABT ESCALATOR MAINTENANCE SERVICES – SOUTH WING CONTINUED
(SECOND YEAR)**

Item of Equipment*	Unit Price to Inspect, Maintain, Test and Repair/Replace Per Month***		Annual Frequency		Total Estimated Annual Price
Escalator 213	\$ _____	X	12	=	\$ _____(35)
Escalator 214	\$ _____	X	12	=	\$ _____(36)
Escalator 220	\$ _____	X	12	=	\$ _____(37)
Escalator 221	\$ _____	X	12	=	\$ _____(38)
Escalator 222	\$ _____	X	12	=	\$ _____(39)
Escalator 223	\$ _____	X	12	=	\$ _____(40)
Escalator 224	\$ _____	X	12	=	\$ _____(41)
Escalator 232	\$ _____	X	12	=	\$ _____(42)
Escalator 233	\$ _____	X	12	=	\$ _____(43)
Escalator 234	\$ _____	X	12	=	\$ _____(44)

* Refer to PART V, "Schedule A-1" attachment for additional information on the individual units listed.

**Critical Escalators

***Total monthly unit price shall be all-inclusive of labor and materials for inspection, maintenance, testing, and repair/replacement services. Monthly unit price shall also include labor and cost of device(s) if repair/replacement of device(s) is required, and upon approval of the Manager. Equipment replaced must be the same make and model or approved equal (as determined by the Manager) to equipment currently installed at the Facility.

A.2 Total Estimated Annual Contract Price for Inspection, Maintenance, Testing, Repair/Replacement Services of PABT Escalator Systems – South Wing (Second Year)

(Sum of items (1) through (44) above)

\$ _____

INCLUDE ON LINE (7) EXHIBIT "I"

**CONTRACTOR'S PRICING SHEET
EXHIBIT "B.2"
PABT ELEVATOR MAINTENANCE SERVICES – SOUTH WING
(SECOND YEAR)**

Item of Equipment*	Unit Price to Inspect, Maintain, Test and Repair/Replace Per Month***		Annual Frequency		Total Estimated Annual Price
Elevator P-1**	\$ _____	X	12	=	\$ _____(1)
Elevator P-2**	\$ _____	X	12	=	\$ _____(2)
Elevator P-3**	\$ _____	X	12	=	\$ _____(3)
Elevator P-8**	\$ _____	X	12	=	\$ _____(4)
Elevator P-9	\$ _____	X	12	=	\$ _____(5)
Elevator F-11**	\$ _____	X	12	=	\$ _____(6)
Material Lift 1	\$ _____	X	4	=	\$ _____(7)

* Refer to PART V, "Schedule A-2" attachment for additional information on the individual units listed.

**Critical Elevators

***Total monthly unit price shall be all-inclusive of labor and materials for inspection, maintenance, testing, and repair/replacement services. Monthly unit price shall also include labor and cost of device(s) if repair/replacement of device(s) is required, and upon approval of the Manager. Equipment replaced must be the same make and model or approved equal (as determined by the Manager) to equipment currently installed at the Facility.

B.2 Total Estimated Annual Contract Price for Inspection, Maintenance, Testing, Repair/Replacement Services of PABT Elevator Systems – South Wing (Second Year)

(Sum of items (1) through (7) above)

\$ _____

INCLUDE ON LINE (8) EXHIBIT "T"

**CONTRACTOR'S PRICING SHEET
EXHIBIT "C.2"
PABT ESCALATOR MAINTENANCE SERVICES – NORTH WING
(SECOND YEAR)**

Item of Equipment*	Unit Price to Inspect, Maintain, Test and Repair/Replace Per Month***		Annual Frequency		Total Estimated Annual Price
Escalator 1**	\$ _____	X	12	=	\$ _____(1)
Escalator 2**	\$ _____	X	12	=	\$ _____(2)
Escalator 3**	\$ _____	X	12	=	\$ _____(3)
Escalator 4**	\$ _____	X	12	=	\$ _____(4)
Escalator 5	\$ _____	X	12	=	\$ _____(5)
Escalator 6	\$ _____	X	12	=	\$ _____(6)
Escalator 7**	\$ _____	X	12	=	\$ _____(7)
Escalator 8**	\$ _____	X	12	=	\$ _____(8)
Escalator 9**	\$ _____	X	12	=	\$ _____(9)
Escalator 10**	\$ _____	X	12	=	\$ _____(10)

* Refer to PART V, "Schedule A-3" attachment for additional information on the individual units listed.

**Critical Escalators

***Total monthly unit price shall be all-inclusive of labor and materials for inspection, maintenance, testing, and repair/replacement services. Monthly unit price shall also include labor and cost of device(s) if repair/replacement of device(s) is required, and upon approval of the Manager. Equipment replaced must be the same make and model or approved equal (as determined by the Manager) to equipment currently installed at the Facility.

C.2 Total Estimated Annual Contract Price for Inspection, Maintenance, Testing, Repair/Replacement Services of PABT Escalator Systems – North Wing (Second Year)

(Sum of items (1) through (10) above)

\$ _____

INCLUDE ON LINE (9) EXHIBIT "I"

**CONTRACTOR'S PRICING SHEET
EXHIBIT "D.2"
PABT ELEVATOR MAINTENANCE SERVICES – NORTH WING
(SECOND YEAR)**

Item of Equipment*	Unit Price to Inspect, Maintain, Test and Repair/Replace Per Month***		Annual Frequency		Total Estimated Annual Price
Elevator P-4	\$ _____	X	12	=	\$ _____ (1)
Elevator P-5	\$ _____	X	12	=	\$ _____ (2)
Elevator P-6**	\$ _____	X	12	=	\$ _____ (3)
Elevator P-7**	\$ _____	X	12	=	\$ _____ (4)
Elevator F-12**	\$ _____	X	12	=	\$ _____ (5)
Elevator F-13	\$ _____	X	12	=	\$ _____ (6)
Elevator F-14	\$ _____	X	12	=	\$ _____ (7)

* Refer to PART V, "Schedule A-4" attachment for additional information on the individual units listed.

**Critical Elevators

***Total monthly unit price shall be all-inclusive of labor and materials for inspection, maintenance, testing, and repair/replacement services. Monthly unit price shall also include labor and cost of device(s) if repair/replacement of device(s) is required, and upon approval of the Manager. Equipment replaced must be the same make and model or approved equal (as determined by the Manager) to equipment currently installed at the Facility.

D.2 Total Estimated Annual Contract Price for Inspection, Maintenance, Testing, Repair/Replacement Services of PABT Elevator Systems – North Wing (Second Year)

(Sum of items (1) through (7) above)

\$ _____

INCLUDE ON LINE (10) EXHIBIT "T"

CONTRACTOR'S PRICING SHEET
EXHIBIT "E.2"
PABT PROJECT WORK LABOR FOR ELEVATORS, ESCALATORS, AND LIFTS
(SECOND YEAR)

Description of Work	All Inclusive Charge Per Labor-Hour**		Estimated Labor-Hours Per Year	=	Total Estimated Annual Price
Lead Mechanic*					
(A) Regular*** Working Hours	\$ _____	X	498	=	\$ _____ (1)
(B) Overtime*** Working Hours	\$ _____	X	249	=	\$ _____ (2)
Mechanic*					
(A) Regular*** Working Hours	\$ _____	X	498	=	\$ _____ (3)
(B) Overtime*** Working Hours	\$ _____	X	249	=	\$ _____ (4)
Helper*					
(A) Regular*** Working Hours	\$ _____	X	996	=	\$ _____ (5)
(B) Overtime*** Working Hours	\$ _____	X	498	=	\$ _____ (6)
Team (Mechanic + Helper)*					
(A) Regular*** Working Hours	\$ _____	X	498	=	\$ _____ (7)
(B) Overtime*** Working Hours	\$ _____	X	249	=	\$ _____ (8)

*Labor indicated in (A) and (B) is for Project Work to be performed as directed and approved by the Manager.

**Charges Per Labor-Hour above are all-inclusive of labor. Compensation for materials used during Project Work shall be in accordance with the provisions of PART IV, Contractor's Pricing Sheet EXHIBIT "F."

***See clause in PART V entitled "Specific Definitions" for definitions of "Regular Working Hours," and "Overtime Working Hours."

E.2 Total Estimated Annual Contract Price for PABT Project Work Labor (Second Year)

(Sum of items (1) through (8) above)

\$ _____

INCLUDE ON LINE (11) EXHIBIT "I"

CONTRACTOR'S PRICING SHEET
EXHIBIT "F.2"
PABT EMERGENCY SERVICES FOR ELEVATORS, ESCALATORS, AND LIFTS
(SECOND YEAR)

Description of Work	All Inclusive Charge Per Labor-Hour**		Estimated Labor-Hours Per Year		Total Estimated Annual Price
Lead Mechanic*					
(A) Regular*** Working Hours	\$ _____	X	250	=	\$ _____ (1)
(B) Overtime*** Working Hours	\$ _____	X	250	=	\$ _____ (2)
Mechanic*					
(A) Regular*** Working Hours	\$ _____	X	250	=	\$ _____ (3)
(B) Overtime*** Working Hours	\$ _____	X	250	=	\$ _____ (4)
Helper*					
(A) Regular*** Working Hours	\$ _____	X	250	=	\$ _____ (5)
(B) Overtime*** Working Hours	\$ _____	X	250	=	\$ _____ (6)
Team (Mechanic + Helper)*					
(A) Regular*** Working Hours	\$ _____	X	250	=	\$ _____ (7)
(B) Overtime*** Working Hours	\$ _____	X	250	=	\$ _____ (8)

*Labor indicated in (A) and (B) is for Emergency Services to be performed as directed and approved by the Manager.

**Charges Per Labor-Hour above are all-inclusive wage rates which shall include the Contractor's overhead, including tolls, travel time, cost of vehicle use and profit. Compensation for materials used during Emergency Service shall be in accordance with the provisions of PART III, entitled "Extra Work."

***See clause in PART V entitled "Specific Definitions" for definitions of "Regular Working Hours," and "Overtime Working Hours."

F.2 Total Estimated Annual Contract Price for PABT Emergency Services

(Second Year)
(Sum of items (1) through (8) above)

\$ _____
INCLUDE ON LINE (12) EXHIBIT "F"

CONTRACTOR'S PRICING SHEET
EXHIBIT "A.3"
PABT ESCALATOR MAINTENANCE SERVICES – SOUTH WING
(THIRD YEAR)

Item of Equipment*	Unit Price to Inspect, Maintain, Test and Repair/Replace Per Month***		Annual Frequency		Total Estimated Annual Price
Escalator 13**	\$_____	X	12	=	\$_____(1)
Escalator 14**	\$_____	X	12	=	\$_____(2)
Escalator 15**	\$_____	X	12	=	\$_____(3)
Escalator 16**	\$_____	X	12	=	\$_____(4)
Escalator 17**	\$_____	X	12	=	\$_____(5)
Escalator 18	\$_____	X	12	=	\$_____(6)
Escalator 19	\$_____	X	12	=	\$_____(7)
Escalator 20**	\$_____	X	12	=	\$_____(8)
Escalator 21**	\$_____	X	12	=	\$_____(9)
Escalator 23**	\$_____	X	12	=	\$_____(10)
Escalator 24**	\$_____	X	12	=	\$_____(11)
Escalator 25**	\$_____	X	12	=	\$_____(12)
Escalator 26**	\$_____	X	12	=	\$_____(13)
Escalator 28	\$_____	X	12	=	\$_____(14)
Escalator 29	\$_____	X	12	=	\$_____(15)
Escalator 30**	\$_____	X	12	=	\$_____(16)

CONTRACTOR'S PRICING SHEET
EXHIBIT "A.3"
PABT ESCALATOR MAINTENANCE SERVICES – SOUTH WING CONTINUED
(THIRD YEAR)

Item of Equipment*	Unit Price to Inspect, Maintain, Test and Repair/Replace Per Month***		Annual Frequency		Total Estimated Annual Price
Escalator 31**	\$ _____	X	12	=	\$ _____(17)
Escalator 70**	\$ _____	X	12	=	\$ _____(18)
Escalator 71**	\$ _____	X	12	=	\$ _____(19)
Escalator 176**	\$ _____	X	12	=	\$ _____(20)
Escalator 177**	\$ _____	X	12	=	\$ _____(21)
Escalator 178**	\$ _____	X	12	=	\$ _____(22)
Escalator 180**	\$ _____	X	12	=	\$ _____(23)
Escalator 200	\$ _____	X	12	=	\$ _____(24)
Escalator 201	\$ _____	X	12	=	\$ _____(25)
Escalator 202	\$ _____	X	12	=	\$ _____(26)
Escalator 203	\$ _____	X	12	=	\$ _____(27)
Escalator 204	\$ _____	X	12	=	\$ _____(28)
Escalator 206	\$ _____	X	12	=	\$ _____(29)
Escalator 207	\$ _____	X	12	=	\$ _____(30)
Escalator 208	\$ _____	X	12	=	\$ _____(31)
Escalator 210	\$ _____	X	12	=	\$ _____(32)
Escalator 211	\$ _____	X	12	=	\$ _____(33)
Escalator 212	\$ _____	X	12	=	\$ _____(34)

**CONTRACTOR'S PRICING SHEET
EXHIBIT "A.3"
PABT ESCALATOR MAINTENANCE SERVICES – SOUTH WING CONTINUED
(THIRD YEAR)**

Item of Equipment*	Unit Price to Inspect, Maintain, Test and Repair/Replace Per Month***		Annual Frequency		Total Estimated Annual Price
Escalator 213	\$ _____	X	12	=	\$ _____(35)
Escalator 214	\$ _____	X	12	=	\$ _____(36)
Escalator 220	\$ _____	X	12	=	\$ _____(37)
Escalator 221	\$ _____	X	12	=	\$ _____(38)
Escalator 222	\$ _____	X	12	=	\$ _____(39)
Escalator 223	\$ _____	X	12	=	\$ _____(40)
Escalator 224	\$ _____	X	12	=	\$ _____(41)
Escalator 232	\$ _____	X	12	=	\$ _____(42)
Escalator 233	\$ _____	X	12	=	\$ _____(43)
Escalator 234	\$ _____	X	12	=	\$ _____(44)

* Refer to PART V, "Schedule A-1" attachment for additional information on the individual units listed.

**Critical Escalators

***Total monthly unit price shall be all-inclusive of labor and materials for inspection, maintenance, testing, and repair/replacement services. Monthly unit price shall also include labor and cost of device(s) if repair/replacement of device(s) is required, and upon approval of the Manager. Equipment replaced must be the same make and model or approved equal (as determined by the Manager) to equipment currently installed at the Facility.

A.3 Total Estimated Annual Contract Price for Inspection, Maintenance, Testing, Repair/Replacement Services of PABT Escalator Systems – South Wing (Third Year)

(Sum of items (1) through (44) above)

\$ _____

INCLUDE ON LINE (13) EXHIBIT "T"

**CONTRACTOR'S PRICING SHEET
EXHIBIT "B.3"
PABT ELEVATOR MAINTENANCE SERVICES – SOUTH WING
(THIRD YEAR)**

Item of Equipment*	Unit Price to Inspect, Maintain, Test and Repair/Replace Per Month***		Annual Frequency		Total Estimated Annual Price
Elevator P-1**	\$ _____	X	12	=	\$ _____(1)
Elevator P-2**	\$ _____	X	12	=	\$ _____(2)
Elevator P-3**	\$ _____	X	12	=	\$ _____(3)
Elevator P-8**	\$ _____	X	12	=	\$ _____(4)
Elevator P-9	\$ _____	X	12	=	\$ _____(5)
Elevator F-11**	\$ _____	X	12	=	\$ _____(6)
Material Lift 1	\$ _____	X	4	=	\$ _____(7)

* Refer to PART V, "Schedule A-2" attachment for additional information on the individual units listed.

**Critical Elevators

***Total monthly unit price shall be all-inclusive of labor and materials for inspection, maintenance, testing, and repair/replacement services. Monthly unit price shall also include labor and cost of device(s) if repair/replacement of device(s) is required, and upon approval of the Manager. Equipment replaced must be the same make and model or approved equal (as determined by the Manager) to equipment currently installed at the Facility.

B.3 Total Estimated Annual Contract Price for Inspection, Maintenance, Testing, Repair/Replacement Services of PABT Elevator Systems – South Wing (Third Year)

(Sum of items (1) through (7) above)

\$ _____

INCLUDE ON LINE (14) EXHIBIT "T"

**CONTRACTOR'S PRICING SHEET
EXHIBIT "C.3"
PABT ESCALATOR MAINTENANCE SERVICES – NORTH WING
(THIRD YEAR)**

Item of Equipment*	Unit Price to Inspect, Maintain, Test and Repair/Replace Per Month***		Annual Frequency		Total Estimated Annual Price
Escalator 1**	\$ _____	X	12	=	\$ _____(1)
Escalator 2**	\$ _____	X	12	=	\$ _____(2)
Escalator 3**	\$ _____	X	12	=	\$ _____(3)
Escalator 4**	\$ _____	X	12	=	\$ _____(4)
Escalator 5	\$ _____	X	12	=	\$ _____(5)
Escalator 6	\$ _____	X	12	=	\$ _____(6)
Escalator 7**	\$ _____	X	12	=	\$ _____(7)
Escalator 8**	\$ _____	X	12	=	\$ _____(8)
Escalator 9**	\$ _____	X	12	=	\$ _____(9)
Escalator 10**	\$ _____	X	12	=	\$ _____(10)

* Refer to PART V, "Schedule A-3" attachment for additional information on the individual units listed.

**Critical Escalators

***Total monthly unit price shall be all-inclusive of labor and materials for inspection, maintenance, testing, and repair/replacement services. Monthly unit price shall also include labor and cost of device(s) if repair/replacement of device(s) is required, and upon approval of the Manager. Equipment replaced must be the same make and model or approved equal (as determined by the Manager) to equipment currently installed at the Facility.

C.3 Total Estimated Annual Contract Price for Inspection, Maintenance, Testing, Repair/Replacement Services of PABT Escalator Systems – North Wing (Third Year)

(Sum of items (1) through (10) above)

\$ _____

INCLUDE ON LINE (15) EXHIBIT "T"

**CONTRACTOR'S PRICING SHEET
EXHIBIT "D.3"
PABT ELEVATOR MAINTENANCE SERVICES – NORTH WING
(THIRD YEAR)**

Item of Equipment*	Unit Price to Inspect, Maintain, Test and Repair/Replace Per Month***		Annual Frequency		Total Estimated Annual Price
Elevator P-4	\$ _____	X	12	=	\$ _____(1)
Elevator P-5	\$ _____	X	12	=	\$ _____(2)
Elevator P-6**	\$ _____	X	12	=	\$ _____(3)
Elevator P-7**	\$ _____	X	12	=	\$ _____(4)
Elevator F-12**	\$ _____	X	12	=	\$ _____(5)
Elevator F-13	\$ _____	X	12	=	\$ _____(6)
Elevator F-14	\$ _____	X	12	=	\$ _____(7)

* Refer to PART V, "Schedule A-4" attachment for additional information on the individual units listed.

**Critical Elevators

***Total monthly unit price shall be all-inclusive of labor and materials for inspection, maintenance, testing, and repair/replacement services. Monthly unit price shall also include labor and cost of device(s) if repair/replacement of device(s) is required, and upon approval of the Manager. Equipment replaced must be the same make and model or approved equal (as determined by the Manager) to equipment currently installed at the Facility.

D.3 Total Estimated Annual Contract Price for Inspection, Maintenance, Testing, Repair/Replacement Services of PABT Elevator Systems – North Wing (Third Year)

(Sum of items (1) through (7) above)

\$ _____

INCLUDE ON LINE (16) EXHIBIT "T"

**CONTRACTOR'S PRICING SHEET
EXHIBIT "E.3"
PABT PROJECT WORK LABOR FOR ELEVATORS, ESCALATORS, AND LIFTS
(THIRD YEAR)**

Description of Work	All Inclusive Charge Per Labor-Hour**		Estimated Labor-Hours Per Year		Total Estimated Annual Price
Lead Mechanic*					
(A) Regular*** Working Hours	\$ _____	X	498	=	\$ _____ (1)
(B) Overtime*** Working Hours	\$ _____	X	249	=	\$ _____ (2)
Mechanic*					
(A) Regular*** Working Hours	\$ _____	X	498	=	\$ _____ (3)
(B) Overtime*** Working Hours	\$ _____	X	249	=	\$ _____ (4)
Helper*					
(A) Regular*** Working Hours	\$ _____	X	996	=	\$ _____ (5)
(B) Overtime*** Working Hours	\$ _____	X	498	=	\$ _____ (6)
Team (Mechanic + Helper)*					
(A) Regular*** Working Hours	\$ _____	X	498	=	\$ _____ (7)
(B) Overtime*** Working Hours	\$ _____	X	249	=	\$ _____ (8)

*Labor indicated in (A) and (B) is for Project Work to be performed as directed and approved by the Manager.

**Charges Per Labor-Hour above are all-inclusive of labor. Compensation for materials used during Project Work shall be in accordance with the provisions of PART IV, Contractor's Pricing Sheet EXHIBIT "F."

***See clause in PART V entitled "Specific Definitions" for definitions of "Regular Working Hours," and "Overtime Working Hours."

**E.3 Total Estimated Annual Contract Price for
PABT Project Work Labor
(Third Year)**

(Sum of items (1) through (8) above)

\$ _____

INCLUDE ON LINE (17) EXHIBIT "I"

**CONTRACTOR'S PRICING SHEET
EXHIBIT "F.3"
PABT EMERGENCY SERVICES FOR ELEVATORS, ESCALATORS, AND LIFTS
(THIRD YEAR)**

Description of Work	All Inclusive Charge Per Labor-Hour**		Estimated Labor-Hours Per Year		Total Estimated Annual Price
Lead Mechanic*					
(A) Regular*** Working Hours	\$ _____	X	250	=	\$ _____ (1)
(B) Overtime*** Working Hours	\$ _____	X	250	=	\$ _____ (2)
Mechanic*					
(A) Regular*** Working Hours	\$ _____	X	250	=	\$ _____ (3)
(B) Overtime*** Working Hours	\$ _____	X	250	=	\$ _____ (4)
Helper*					
(A) Regular*** Working Hours	\$ _____	X	250	=	\$ _____ (5)
(B) Overtime*** Working Hours	\$ _____	X	250	=	\$ _____ (6)
Team (Mechanic + Helper)*					
(A) Regular*** Working Hours	\$ _____	X	250	=	\$ _____ (7)
(B) Overtime*** Working Hours	\$ _____	X	250	=	\$ _____ (8)

*Labor indicated in (A) and (B) is for Emergency Services to be performed as directed and approved by the Manager.

**Charges Per Labor-Hour above are all-inclusive wage rates which shall include the Contractor's overhead, including tolls, travel time, cost of vehicle use and profit. Compensation for materials used during Emergency Service shall be in accordance with the provisions of PART III, entitled "Extra Work."

***See clause in PART V entitled "Specific Definitions" for definitions of "Regular Working Hours," and "Overtime Working Hours."

**F.3 Total Estimated Annual Contract Price for
PABT Emergency Services
(Third Year)**

(Sum of items (1) through (8) above)

\$ _____

INCLUDE ON LINE (18) EXHIBIT "F"

**CONTRACTOR'S PRICING SHEET
EXHIBIT "G"
PABT PROJECT WORK MATERIAL NET COST**

Bidder shall insert a percentage and this percentage shall be firm for three (3) years of the Contract and any Option Periods thereafter.

Three (3) Year Estimated Amount*	Contractor's Percentage Mark-up/Mark-down	Estimated Net Total for Three (3) Years
\$300,000	x +/- _____%	= \$ _____ + \$300,000 = _____

**Total Estimated Three (3) Year Contract Price for
PABT Project Work Material Net Cost**

\$ _____
INCLUDE ON LINE (19) EXHIBIT "I"

*Lump sum prices are all-inclusive of material cost. For details on Project Work requirements, see clause in PART V entitled, "Project Work."

**CONTRACTOR'S PRICING SHEET
EXHIBIT "H"
CAT5 TESTS FOR ELEVATORS
OPTION PRICING**

(NOT Included in Base Award. For Evaluation and Option Pricing Only.)

South Wing

Item #	Type of Elevator	Elevator Designation	Unit Price*	Year Required
H.1	Electric	P-1	\$_____	2017
H.2	Electric	P-2	\$_____	2017
H.3	Electric	P-3	\$_____	2017
H.4	Electric	P-8	\$_____	2017
H.5	Electric	P-9	\$_____	2017
H.6	Electric	F-11	\$_____	2017

North Wing

Item #	Type of Elevator	Elevator Designation	Unit Price*	Year Required
H.7	Electric	P-4	\$_____	2017
H.8	Electric	P-5	\$_____	2017
H.9	Electric	P-6	\$_____	2017
H.10	Electric	P-7	\$_____	2017
H.11	Electric	F-12	\$_____	2017
H.12	Electric	F-13	\$_____	2017
H.13	Electric	F-14	\$_____	2017

**TOTAL ESTIMATED OPTION PRICE FOR PABT
CATEGORY FIVE TESTS FOR ELEVATORS
(Sum of H.1 through H.13 above)**

\$ _____
INCLUDE ON LINE (20) EXHIBIT "I"

*The unit price bid shall include the cost of all labor, materials, equipment and all things necessary to complete the work in accordance with Part V, Specifications.

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

PART IV - 30

**CONTRACTOR'S PRICING SHEET
EXHIBIT "I"
PRICING SUMMARY SHEET**

- (1) **Total Estimated Annual Contract Price for Inspection, Maintenance, Testing, Repair/Replacement Services of PABT Escalator Systems – *South Wing* – First Year** (from Exhibit "A.1") \$ _____
- (2) **Total Estimated Annual Contract Price for Inspection, Maintenance, Testing, Repair/Replacement Services of PABT Elevator Systems – *South Wing* – First Year** (from Exhibit "B.1") \$ _____
- (3) **Total Estimated Annual Contract Price for Inspection, Maintenance, Testing, Repair/Replacement Services of PABT Escalator Systems – *North Wing* – First Year** (from Exhibit "C.1") \$ _____
- (4) **Total Estimated Annual Contract Price for Inspection, Maintenance, Testing, Repair/Replacement Services of PABT Elevator Systems – *North Wing* – First Year** (from Exhibit "D.1") \$ _____
- (5) **Total Estimated Annual Contract Price for PABT Project Work Labor – First Year** (from Exhibit "E.1") \$ _____
- (6) **Total Estimated Annual Contract Price for PABT Emergency Services First Year** (from Exhibit "F.1") \$ _____
- (7) **Total Estimated Annual Contract Price for Inspection, Maintenance, Testing, Repair/Replacement Services of PABT Escalator Systems – *South Wing* – Second Year** (from Exhibit "A.2") \$ _____
- (8) **Total Estimated Annual Contract Price for Inspection, Maintenance, Testing, Repair/Replacement Services of PABT Elevator Systems – *South Wing* – Second Year** (from Exhibit "B.2") \$ _____

**CONTRACTOR'S PRICING SHEET
EXHIBIT "P"
PRICING SUMMARY SHEET CONTINUED**

- (9) **Total Estimated Annual Contract Price for Inspection, Maintenance, Testing, Repair/Replacement Services of PABT Escalator Systems – *North Wing* – Second Year** (from Exhibit "C.2") \$ _____
- (10) **Total Estimated Annual Contract Price for Inspection, Maintenance, Testing, Repair/Replacement Services of PABT Elevator Systems – *North Wing* – Second Year** (from Exhibit "D.2") \$ _____
- (11) **Total Estimated Annual Contract Price for PABT Project Work Labor – Second Year** (from Exhibit "E.2") \$ _____
- (12) **Total Estimated Annual Contract Price for PABT Emergency Services Second Year** (from Exhibit "F.2") \$ _____
- (13) **Total Estimated Annual Contract Price for Inspection, Maintenance, Testing, Repair/Replacement Services of PABT Escalator Systems – *South Wing* – Third Year** (from Exhibit "A.3") \$ _____
- (14) **Total Estimated Annual Contract Price for Inspection, Maintenance, Testing, Repair/Replacement Services of PABT Elevator Systems – *South Wing* – Third Year** (from Exhibit "B.3") \$ _____
- (15) **Total Estimated Annual Contract Price for Inspection, Maintenance, Testing, Repair/Replacement Services of PABT Escalator Systems – *North Wing* – Third Year** (from Exhibit "C.3") \$ _____
- (16) **Total Estimated Annual Contract Price for Inspection, Maintenance, Testing, Repair/Replacement Services of PABT Elevator Systems – *North Wing* – Third Year** (from Exhibit "D.3") \$ _____

**CONTRACTOR'S PRICING SHEET
EXHIBIT "I"
PRICING SUMMARY SHEET CONTINUED**

**(17) Total Estimated Annual Contract Price for
PABT Project Work Labor –
Third Year (from Exhibit "E.3")** \$ _____

**(18) Total Estimated Annual Contract Price for
PABT Emergency Services
Third Year (from Exhibit "F.3")** \$ _____

**(19) Total Estimated Three (3) Year Contract Price
for PABT Project Work Material Net Cost
(from Exhibit "G")** \$ _____

**(20) Total Estimated Option Price for PABT
CAT5 Tests for Elevators
(from Exhibit "H")** \$ _____

**TOTAL ESTIMATED THREE (3) YEAR
CONTRACT PRICE + OPTION PRICE FOR
CAT5 TESTING**
(Total items (1) through (20) above) \$ _____

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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:

“Facility” shall mean the North and South Wings of the Port Authority Bus Terminal (collectively known as PABT), located in New York, New York (NY).

“Contractor” shall mean a successful bidder who has accepted the Work set forth in the section entitled “Work Required by the Specifications” herein and has signed a binding agreement with the Authority.

“Contractor’s Personnel” shall mean individuals who are employed by the Contractor, who have formal training and extensive on-the-job experience, and who have achieved competence required to operate equipment and/or machinery and vehicles necessary to perform the Work specified herein.

“Maintenance” or words of similar import, as used herein, shall mean the aggregate of the following: Routine maintenance, maintenance and code-related inspections and tests, and repairs of the Systems as specified herein; replacement (labor and material by the Contractor) of worn, obsolete, broken, or otherwise unsuitable parts of the Systems; but such Maintenance shall not include the furnishing or replacing of any parts or items of equipment that may be required as the result of damage caused by accident, abuse, or negligence, not attributable to employees of the Contractor. Items replaced shall become the property of the Authority.

“Elevators” shall mean the elevators identified and listed in Exhibits “B” and “D” of the Pricing Sheets, as well as any other elevator(s) added to this Contract and all associated materials, equipment and appurtenances of any nature whatsoever furnished and installed in connection with such elevators.

“Escalators” shall mean the escalators identified and listed in Exhibits “A” and “C” of the Pricing Sheets, as well as any other escalator(s) or moving walk(s) added to this Contract and all associated materials, equipment and appurtenances of any nature whatsoever furnished and installed in connection with such escalators.

“Lifts” shall mean the hydraulic material platforms identified and listed in Exhibit “B” of the Pricing Sheets, as well as any other dumbwaiter(s) or mechanical material movement device(s) added to this Contract and all associated materials, equipment and appurtenances of any nature whatsoever furnished and installed in connection with such elevators.

“Systems” shall mean the aggregate of the Elevators, Escalators, and Lifts identified and listed in Exhibits “A” through “D” of the Pricing Sheets, as well as any other Elevator(s), Escalator(s), and Lift(s) added to this Contract and all associated

materials, equipment and appurtenances of any nature whatsoever furnished and installed in connection with such Systems.

“Normal Wear and Tear” shall mean wear and tear of the parts of the Systems resulting from normal use and do that do not show signs of misuse, intentional damage or vandalism. Any Systems’ part that the Contractor claims is damaged not due to Normal Wear and Tear should be brought to the notice of the Manager for approval before repair or replacement.

“ASME A17.1” shall mean the latest edition as referenced in the applicable state’s building code, of the American Society of Mechanical Engineers *Safety Code for Elevators and Escalators*.

“ASME A17.2” shall mean the latest edition as referenced in the applicable state’s building code, of the American Society of Mechanical Engineers *Guide for Inspection Manual for Elevators and Escalators*.

“ASME A17.3” shall mean the latest edition as referenced in the applicable state’s building code, of the American Society of Mechanical Engineers *Safety Code for Existing Elevators and Escalators*.

“NYC Building Code” shall mean the latest edition of the Building Code of the City of New York.

“NYCAC” shall mean the latest edition of the New York City Administrative Code.

“NEII” shall mean the latest edition of the National Elevator Industry, Inc. Building Transportation Standards and Guidelines.

“Inspector” shall mean a Port Authority inspector.

“Material person” shall mean anyone who furnishes materials, plant or equipment (including temporary or consumable materials) to the Contractor or any Subcontractor for use at or about the Site of the Work in the performance of Work.

“Mechanic” or “Journeyman Mechanic” shall mean an individual who has, thorough formal training, passed a five (5) year apprentice program extensive hands-on experience and who has achieved competence in the field of Elevator, Escalator and Lift troubleshooting, repair and Maintenance, as applicable for the required Work.

“Lead Mechanic” shall mean a Mechanic employed by the Contractor who shall be responsible for coordinating all of the Contractor’s on-site activities including scheduling manpower, acquiring parts and material, coordinating and communicating with the Manager, and completing all required reporting devices. Additionally, the Lead Mechanic shall be the Manager’s prime contact individual.

“Helper” shall mean a Mechanic’s/Journeyman Mechanic’s helper who has, thorough formal training, passed or who is currently enrolled in a five (5) year apprentice

program providing extensive hands-on experience and who has achieved competence in assisting the Mechanic/Journeyman Mechanic in the field of Elevator, Escalator and Lift troubleshooting, repair and Maintenance.

Reference to Work or its performance, including: “directed,” “required,” “permitted,” “ordered,” “designated,” “prescribed,” and words of similar import shall mean directed, required, permitted, ordered, designated, or prescribed by the Manager; and “approved,” “acceptable,” “satisfactory” and words of similar import shall mean approved by or acceptable or satisfactory to the Manager; and “necessary,” “reasonable,” “proper,” “correct” and words of similar import shall mean necessary, reasonable, proper, or correct in the judgment of the Manager.

“Notice” shall mean a written notice.

“Peak Operating Hours” shall mean 6:30 a.m. until 10:00 a.m. and 3:30 p.m. until 7:30 p.m., Monday through Friday. The only Maintenance that shall take place during these hours shall be that which is authorized by the Manager.

“Regular Working Hours” and “Normal Working Hours” as used herein shall be as listed under “Minimum Staffing Requirements”, (Personnel Requirements), excluding legal Holidays (as defined in the Standard Contract Terms and Conditions), which shall be when inspections, testing, maintenance and repairs shall be carried out, except emergency service which shall be available twenty-four (24) hours per day, seven (7) days per week, including holidays.

“Overtime Working Hours” shall mean hours other than Regular Working Hours as described above.

“OEM” shall mean the Original Equipment Manufacturer of the device or unit. Where parts have been previously substituted, the Contractor must provide documentation from the OEM that the substitute part is acceptable for the purpose.

“WOTS” shall mean Work Order Tracking System; a Windows-based computer software program of the Contractor’s choice that will aid the Contractor and the Authority in planning, querying, and tracking history by monitoring Work performed and material utilized under this Contract, as further explained in Part V of this Contract.

2. Work Required by the Specifications

These Specifications relate generally to the performance of Elevator, Escalator, and Lift Maintenance services at the PABT. The Contractor shall perform, as a minimum, the code-required inspections, testing, Maintenance, rehabilitation and repairs of the Systems at the PABT. The Contractor shall be fully responsible for the Maintenance as specified herein of the Systems, including the replacement of parts (except those parts listed in the section entitled “Parts Exclusion”), and for all labor required to keep the Systems in compliance with the applicable codes and standards, and in good operating condition. The Contractor’s price shall include but not be limited to the

cost of all labor, parts, supervision, insurance, equipment rental, tolls, travel time, vehicle usage, fuel, profit and all other costs associated with the Work.

This Contract covers the following categories of Work:

1. Maintenance, which includes, but is not limited to: maintenance-related inspections, routine work, non-routine work, tests, repairs, cleanowns, and Code-required Periodic Inspections and Tests. See Part IV, Exhibits “A” through “D” of the Contractor’s Pricing Sheets.
2. Callback Service: consists of all non-scheduled repairs and maintenance, which are necessary when, in the opinion of the Manager, the Maintenance to be provided hereunder has not been performed in accordance with the requirements of this Contract.
3. Emergency Service: response to requests to troubleshoot and repair unplanned events that require immediate attention. See Part IV, Exhibit “G” of the Contractor’s Pricing Sheets.
4. Code-required Category Five Tests: See Part IV, Exhibit “H” of the Contractor’s Pricing Sheets.
5. Project Work: may consist of vandalism repairs and miscellaneous tasks, as directed by the Manager.

The Contractor is required to work either directly or through subcontractors pre-approved by the Manager, provided the Subcontractors meet the same prerequisites as the Contractor, on all components of the Systems and shall have personnel certified as necessary to make manufacturer-recommended System changes, modifications, and upgrades to System components as directed by the Manager.

The Contractor shall provide qualified staff as required to assist in all the Authority’s inspections, tests, and equipment evaluations. The Authority shall, at all times, have the right to make inspections of the Systems and the Work of the Contractor, and the Contractor agrees to perform Maintenance work and make repairs deemed necessary by the Authority. All of the above shall be at no additional cost to the Authority.

The Contractor’s project manager or supervisor shall respond to (and follow the Manager’s direction for) any Elevator, Escalator or Lift accidents involving injuries that require medical attention and any Elevator entrapments in which police/fire departments respond and/or inquires occur.

The Contractor, at the Manager’s direction, must respond with available on site personnel to inspect, evaluate condition, etc. of equipment following any flood, weather problems, major incidents, accidents, fires, etc. and must respond in writing accordingly.

The enumeration in this Contract of particular things to be furnished or done at the Contractor’s expense, or without cost or expense to the Authority, or without additional compensation to the Contractor shall not be deemed to imply that only things of a nature similar to those enumerated shall be so furnished and done; but the

Contractor shall perform all Work as required without other compensation than that specifically provided, whatsoever changes may be made in the Specifications, whatsoever Work may be required in addition to that required by the Specifications in their present form, and whatsoever obstacles or unforeseen conditions may arise or be encountered.

Any deficiencies discovered as a result of the scheduled Maintenance and inspections, including code-required inspections and tests, performed by the Contractor and/or the Authority shall be corrected immediately by the Contractor, after which the System(s) shall be re-tested by the Contractor to verify that the deficiencies have been corrected to the satisfaction of the Manager. Upon completion of the inspections and tests and the correction of deficiencies, the Contractor shall render to the Manager a written statement of the results of the inspections and tests. The Contractor's compensation for correcting deficiencies and associated re-testing shall be deemed included in the Unit Price for Maintenance of Elevators entered by the Contractor in Part IV, Contractor's Pricing Sheets.

The Specifications require the doing of all things necessary, or proper for, or incidental to, the matter referred to in the immediately preceding paragraphs. In addition, all things not expressly mentioned in these Specifications but involved in carrying out their intent and in the complete and proper execution of the matter referred to in the immediately preceding paragraphs are required by these Specifications, and the Contractor shall perform the same as though they were specifically delineated, described and mentioned.

A. Technical Specifications and Standards for Elevator, Escalator, and Lift Systems

1. Codes, Standards, and Manufacturer's Maintenance Manuals

The Contractor shall be fully responsible for the Maintenance of the Elevators, Escalators, and Lifts as specified herein, including the replacement of all parts, as directed by the Manager, except those parts listed in the clause entitled "Parts Exclusion" and all labor required to continually keep the Systems in compliance with the most current editions of, as a minimum, the Systems' manufacturers' maintenance manuals, ASME A17.1 *Safety Code For Elevators and Escalators*, ASME A17.2 *Inspection Manual For Elevators and Escalators* and the ASME A17.3 *Safety Code For Existing Elevators and Escalators*, NYC Building Code, and NYCAC as applicable.

2. Maintenance-related Inspections and Tests

The Contractor shall perform maintenance-related (Routine) inspections and tests of the Elevators, Escalators, and Lifts. The Contractor shall provide all equipment, materials, and apparatus in order to properly perform the maintenance-related inspections and tests. The Contractor shall properly document any and all abnormalities resulting from maintenance-related inspections and tests using an appropriate checklist/form, and regardless of

any other reports generated by any other parties. The format of the checklists/forms shall be submitted for the Manager's approval prior to use.

One (1) bi-weekly routine inspection per unit shall be substituted with a Code inspection on a rotating basis to allow extra time necessary to perform the more thorough code-mandated inspection within each cycle. Each unit will be examined bi-weekly for a total of twenty-six (26) inspections per year, and the cycle shall commence within thirty (30) days of the issuance of the Contract. Code-required inspection tests shall occur between January 1st and September 15th of the Calendar year.

3. Code-required Inspections and Tests

- a. For Elevator, Escalator, and Lift Systems, two (2) periodic inspections and one (1) periodic test are required on an annual basis or at other frequencies as directed by the Manager based on changes in the NYC Building Code or other applicable code. The code-required periodic inspections shall be performed by the Authority Inspector(s). The code-required periodic test shall be performed by the Contractor and witnessed by the Authority Inspector(s). It is anticipated that the code-required periodic inspections and tests will be conducted on an alternating basis at regular six (6) month intervals, with one (1) periodic inspection being done at the same time as the periodic test. The Contractor shall provide all equipment, materials, and apparatus in order to properly perform the code-required tests. Except as noted, the Contractor shall notify the Manager at least ten (10) business days in advance of the date of the code- required tests so that an Authority Inspector can perform the inspections and witness the test, at the Authority's/Manager's discretion. If the code-required inspections and tests are delayed or rescheduled by the Authority/Manager due to unavoidable circumstances, the Contractor shall complete the code-required tests at no additional cost to the Authority.
- b. The Contractor shall remove all steps and also all panels and covers necessary to completely access the interior of the units. The entire interior of each unit shall be inspected, vacuumed and wiped cleaned with a suitable solvent in accordance with manufacturer's recommendations. This includes, but is not limited to, drip pans, structures, moving components, steps, pallets, belts, handrail systems, safeties, chains, pits, trusses, roller tracks, and interiors of balustrade, skirt, and newel panels. All removed parts shall be temporarily stored, and the unit barricaded as approved by the Manager. Inspect roller tracks for alignment; realign as required. Replace all worn components such as wheels, axles and bearings. The unit shall be reassembled after the cleaning is complete.

- c. It is anticipated that the Category Five Tests shall be performed at the same time as the Code-Required Periodic Inspections and Tests in the year noted in Part IV, Exhibit “H,” of the Contractor’s Pricing Sheets.
4. The Authority shall have the right to perform its own inspections and witness tests of the Systems at any time or to request that the Contractor assist the Authority in the inspections and tests at no additional cost to the Authority. Such code-required inspections and tests shall not abrogate the Contractor's responsibilities for the proper Maintenance of the Systems pursuant to the terms of this Contract.
5. The code-required inspections and tests shall be documented as indicated in the Specifications of this Contract. Compensation for the code-required inspections and tests shall be as indicated in Part IV, Exhibits “A” through “D” of the Contractor’s Pricing Sheets.

C. Maintenance of Escalator Systems

The work described under the following paragraphs shall be performed by the Contractor and, unless otherwise specified, applies to all parts of the Escalators including, but not limited to, the following: steps, plates, belts, handrails, panels and structures, moving parts, machine, motor and parts, chains, cogs, gears, thrust bearings, brake magnet coils, brake shoes and linings, motor and generator brushes, windings, commutators, rotating elements contacts, relays, coils, resistors, magnet frames and all other mechanical or electrical parts that may become inoperative during the term of the Contract.

The monthly Maintenance prices for Escalators, stated in Exhibits “A” through “D” of the Contractor's Pricing Sheets, include compensation for Maintenance of Escalators as set forth in this section, and such Maintenance shall consist of all code-required services, and the services outlined below as a minimum:

1. In performing Maintenance, the Contractor shall use all reasonable care to keep the Escalators in proper, safe, quiet, and efficient operating condition, twenty-four (24) hours per day, seven (7) days per week, including holidays. The Contractor shall furnish all labor, materials, supplies, parts, equipment, temporary barricades, warning signs, and do all things necessary or proper for or incidental to such Maintenance. All Maintenance hereunder shall be deemed to include such removal and replacement of equipment and materials as may be necessary or desirable to afford access to the equipment for Maintenance. All Maintenance shall be, as a minimum, in accordance with the manufacturer’s recommendations, ASME, NEII performance standards, and in accordance with the provisions of law, as well as all applicable governmental rules, regulations and orders. This includes but is not limited to the NYC Building Code as applicable. Whenever services are rendered under this Contract, it shall be the Contractor’s responsibility to contact the Manager or his/her authorized representative to report the kind of service rendered.

2. The Contractor shall maintain each Escalator in proper adjustment for smooth, quiet operation. The Contractor shall regularly and systematically examine, clean, supply lubricants and lubricate all parts of machinery and equipment requiring lubrication as recommended by the manufacturer, and shall make any necessary adjustments to each Escalator at least bi-weekly. Manufacturers' approved lubricants and cleaning materials or the equivalent approved by the Manager shall be furnished by the Contractor at no additional cost to the Authority. The use of excessive amounts of lubricant is to be avoided.
3. The Maintenance specified herein is considered the minimum for each Escalator and its associated components. If specific equipment covered by this Contract requires additional Maintenance for safe, reliable, and efficient operation, as specified by the manufacturer or by the applicable ASME A17.1 or NEII performance standards, the Contractor shall perform the required additional Maintenance without added cost to the Authority.
4. At a minimum, the Contractor shall perform Maintenance services for each Escalator at the frequencies indicated hereunder, subject to a time schedule submitted to and approved by the Manager. The "Schedule of Maintenance Checks and Services," Item "19" of this "Maintenance of Escalator Systems" provision, indicates the Maintenance routines required to be performed bi-weekly, or more frequently as required by code. Compensation for such Maintenance routines shall be included in the Contractor's monthly prices for Maintenance. Any revisions of an agreed upon Maintenance time schedule must have the prior written approval of the Manager. The Manager shall have the right to revise an established Maintenance time schedule by giving the Contractor forty-eight (48) hours notice and at no additional cost to the Authority.
5. Any part or parts of the Escalators, which for any reason become(s) unsuitable for use, shall be repaired or replaced with Manager-approved parts prior to installation. Such repair or replacements are included in the Contractor's monthly prices for Maintenance, unless the Contractor shows that the clause entitled "Repairs Resulting from Misuse, Abuse, or Vandalism" of the Specifications is applicable. Such parts shall include, but shall not be limited to the following: machines, gears, bearings, worm sheaves, sprockets, brakes, chains, belts, steps, pallets, switches, conductors, wiring, cables, electrical and mechanical components.
6. All wiring, conductors, cables, and conduit for power, lighting and control on the load side of the disconnect switch servicing the unit shall be maintained in proper working order by the Contractor.
7. Skirtboard refinishing and maintenance shall be the responsibility of the Contractor.

8. Replacement of balustrades, if ordered by the Manager, shall constitute Extra Work.
9. Any components of the existing Escalators, maintained under this Contract that are repaired, replaced, or refinished by the Contractor or by others, shall be maintained by the Contractor at no additional cost to the Authority.
10. The Escalators shall be properly physically barricaded at both ends to prevent access during the performance of all Work. The Contractor is to provide all needed barricades and post "OUT OF SERVICE" signs approved by the Manager. No safety or electrical protective devices shall be rendered inoperative except where necessary during testing, inspection and Maintenance, and such devices shall be restored to their proper operating condition immediately afterwards.
11. It is the intent of the Contract to provide for complete Maintenance of Authority Escalators so that they shall be in first-class operating condition at all times. The ASME codes and the NYC Building Code as revised and amended shall govern except where another applicable code or these Contract provisions include more rigid requirements. Work not specified in the Contract, but involved in carrying out the intent of complete and proper execution of the Work, may be required and shall be performed by the Contractor at no additional cost to the Authority. The apparent silence of the Contract as to any detail, or the apparent omission from the Contract of any work to be performed, shall dictate that only the best general practice is to prevail and that only the best materials and workmanship is to be used. Interpretation of the Contract shall be made upon that basis.
12. The Contractor agrees that when an Escalator is shut down or fails to operate, that the Contractor will return the equipment to service with as little delay as possible. When an Escalator is shut down or fails to operate, the Contractor shall place a sign in full view and on a barrier placed at each end of the escalator and at all corridor entrances indicating that the Escalator is "Temporarily Out of Order." The sign shall also include the approximate time and/or date at which the Escalator is expected to be back in service and an alternate path.
13. The Authority shall, at all times, have the right to make inspections of the Escalators and the work of the Contractor, and the Contractor agrees to perform Maintenance work and make repairs deemed necessary by the Authority at no additional cost. The Contractor also agrees to provide the necessary labor to perform these inspections at no extra cost to the Authority.
14. The Escalators shall be kept running at the speeds specified in the original Escalator maintenance manual. Proper safety devices and safety requirements, in accordance with all applicable codes (including A17.2.3) are to be adhered to. Additionally, the comb impact devices are to be calibrated annually in both the vertical and horizontal direction with an approved

dynamometer. No safety or electrical protective devices shall be rendered inoperative except where necessary during testing, inspection or Maintenance. Such devices shall be restored to normal operating condition immediately afterwards.

15. Perform all manufacturer required testing of the fault finders and controllers and test connections to the building supervisory data and control system.
16. Provide upgraded power and control one line wiring diagrams in laminated holders at each machine room.
17. Take oil samples of gearboxes and reservoirs during the first eight (8) month cycle after commencement of this Contract and then annually thereafter. Oil samples are to be analyzed, and results to be forwarded to the Authority for review.
18. All records of tests, inspections, repairs, etc. shall be entered into the WOTS system and kept current, and shall remain the responsibility of the Contractor but the property of the Authority.
19. Schedule of Maintenance Checks and Services

The Contractor shall make the following scheduled Maintenance checks, and shall perform the service routines to each of the Escalators and all their individual components at the indicated frequencies, and as determined by the Manager:

Bi-weekly Routine Maintenance (26 times per year)

The Routine Maintenance and inspection Work performed by the Contractor shall include all repairs and parts replacement necessary for the safe operation of the Escalators and shall not be limited to the following:

- a. Open pits and inspect controls and interior. Pits shall be barricaded to prevent public access.
- b. During maintenance procedures, the unit shall not be run without qualified personnel having immediate access to the mainline switch. The mainline switch shall be mechanically locked out in the off position while working inside the normal path of moving components.
- c. Clean and inspect controllers, relays, fuses, switches, timers, and contacts. Repair as required.
- d. Ensure a continuous visual contrast (yellow/black or yellow/silver) between the steps and side skirt panels and combs and steps at all times. Adjacent floor surfaces shall be continuous with the top of the landing planks with no abrupt changes in elevation of more than one quarter of an inch (1/4").
- e. Worn or damaged equipment creating safety hazards shall be replaced.

- f. All safety and operating devices shall perform both electrically and mechanically at least in accordance with the manufacturer's criteria and the applicable ASME, NYC Building Code requirements. Check operation of the controller against manufacturer's specifications.
- g. There shall be no engagement between the riser cleats and the slots on the adjacent step tread and between adjacent plates.
- h. The clearance on either side of the Escalator steps between the step and the adjacent skirt shall not be more than three-sixteenths of an inch ($\frac{3}{16}$ ""). The clearance shall not exceed one quarter of an inch ($\frac{1}{4}$ "") between the top surface of the moving walk treadway and the underside of a skirtless balustrade, or between the sides of the treadway and adjacent skirt panels.
- i. Handrails
 - 1) The use of hinges for splicing is prohibited.
 - 2) Do not apply paraffin wax directly to handrail. Wax the edges of the handrail guide when lubrication is needed. Inspect handrail guide and remove all burrs and rough spots. Clean out any dust, and lint present in the Escalator.
 - 3) Adjust the handrail tension and observe if there is handrail wear and tear. Repair or replace as necessary.
 - 4) Replace any worn or missing handrail entry guards.
 - 5) Check handrail drive belts, chains and rollers for wear, proper tension, and abnormal noise, and replace as necessary.
 - 6) Eliminate any potential pinch and shear point for passengers.
- j. Brake functions shall be checked and repaired as required. The brake shall be adjusted to meet all ASME requirements and manufacturers' specifications.
- k. Broken, damaged tooth or worn comb sections shall be replaced. Either comb-plates or leading step edges shall be epoxy coated slip resistant safety yellow to provide a continuous visual contrast at each landing.
- l. Broken or damaged step-plates or belts shall be repaired or replaced. This includes, but is not limited to, all cleats that are worn, damaged, or broken to cause the slots between the cleats to exceed one quarter of an inch ($\frac{1}{4}$ "") at any point or are creating a sharp edge.
- m. Step-plates shall have an epoxy coated slip resistant safety yellow coating on the top surface of each step edge approximately 1½ inch wide to provide a continuous visual contrast with the skirt panels and comb plates.
- n. Comb-plate teeth shall mesh and set into the slots in the step tread or treadway surfaces so that the points of the teeth are always below the upper surface of the treads. Remove any debris.

- o. Pits at the ends of each unit and spaces under the balustrades shall be swept and vacuumed-cleaned of all debris by the Contractor. There shall be no visible signs of debris at completion of the Work.
- p. The Contractor shall, as applicable, treat the exposed surface of the skirt panels adjacent to the steps with a friction reducing spray material such as “ACCEL” as manufactured by Certified Laboratories, Kandall Park, NJ or an equal approved by the Manager. The Contractor shall use a painter’s pad, shall take other precautions to ensure that no overspray gets onto either steps or comb-plates and shall wipe off any such overspray in order to prevent a slipping hazard. This is not required for skirt panels made of low friction materials as specified in the ASME 17.1 Code. The Contractor shall repair any damage to friction reducing coatings on skirt panels with manufacturer’s approved repair materials and methods.
- q. Check that all panels, covers and trims are in place, secured and free from excessive gaps, pinch points, sharp edges and tripping hazards. Damaged screws securing covers shall not be permitted.
- r. Start key switches shall be self-centering and the key must not be removable in the run position. Stop switches, doors and audible alarms shall be operational at all times. Key stations shall be permanently engraved with the escalator number to avoid operator confusion.
- s. Lubricate required parts in accordance with manufacturer’s recommendations, with lubricants approved by the Manager. The Contractor must follow the manufacturer’s instructions for application of all lubrication, changing escalator drive unit lubricant and supplying the Authority with oil analysis reports at lube change intervals.
- t. Lighting associated with the escalators shall be re-lamped as necessary during each Maintenance service visit by the Contractor including, but not limited to, pit and equipment room lights, tread demarcation lights, comb illuminators, skirt-lights, handrail lights and newel lights. Use LED lights and fixtures as replacements where available.
- u. Check that all decals and signage are in place and legible. Replace as needed.
- v. Check the tension and operation of broken step chain (carriage) devices and/or main belt tension. Repair as needed for the safe operation of the Escalator.
- w. Check all bearings, drive motors, chains, belts, rollers, cables, pulleys, and other moving components to ensure they are in proper operating condition and properly adjusted. Repair as needed for the safe operation of the Escalator.
- x. Check all ceiling intersection guards, deck barricades and anti-slide devices. Replace/repair as necessary.

- y. Maintain the entrance and exit safety zones in accordance with the ASME Code.

20. Cleandowns

As a minimum, the Contractor shall completely clean each Escalator on an annual basis, during one of the more thorough Code-required Inspections/Tests.

- a. Remove all steps and panel covers to expose the interior truss of each unit. Inspect and vacuum the entire inner truss and wipe clean all accumulations of oil or grease on all surfaces. Cleandowns may cause an escalator to be out of service for no more than two (2) consecutive days. If the Contractor anticipates overtime to complete this work, then the overtime should be included in the base bid for that unit.
- b. Clean steps after removal (power wash if necessary) to ensure the accumulated dirt and oil are effectively removed from the treads. Step-plates shall have an epoxy coated slip resistant safety yellow coating applied to the top edges of each step approximately 1 ½ inch wide to provide a continuous visual contrast with the skirt panels and comb plates. Ensure all steps are coated after each cleaning.
- c. Clean down all handrails and remove all accumulations of glue, gum and dirt.
- d. Clean down and lubricate all key stations.
- e. Clean and polish all skirt, side and exposed balustrade panels.

B. Maintenance of Elevator and Lift Systems

The monthly Maintenance prices for Elevators and Lifts, stated in Exhibits “A” through “D” of the Contractor’s Pricing Sheets, includes compensation for Maintenance of Elevators and Lifts as set forth in this section, and such Maintenance shall consist of the services outlined below as a minimum:

- 1. In performing Maintenance, the Contractor shall use all reasonable care to keep the Elevators in proper, safe, and efficient operating condition, twenty-four (24) hours per day, seven (7) days per week, including legal Holidays. The Contractor shall furnish all labor, materials, supplies, parts, equipment, temporary barricades and warning signs and shall do all things necessary or proper for or incidental to such Maintenance. All Maintenance hereunder shall be deemed to include such removal and replacement of equipment and materials as may be necessary or desirable to afford access to the equipment for Maintenance. All Maintenance shall be at the minimum in accordance with the manufacturer’s recommendations, ASME, provisions of law and all applicable governmental rules, regulations and orders. This includes, but is not limited to, the NYC Building Code as applicable. Whenever services are

rendered under this Contract, it shall be the Contractor's responsibility to contact the Manager or his/her authorized representative to report the kind of service rendered.

2. The Contractor shall maintain each Elevator in proper adjustment for smooth, quiet operation. The Contractor shall regularly and systematically examine, clean, supply lubricants and lubricate all parts of machinery and equipment requiring lubrication as recommended by the manufacturer, and shall make any necessary adjustments to each Elevator at least bi-weekly. Manufacturers' approved lubricants and cleaning materials or the equivalent approved by the Manager shall be furnished by the Contractor. The use of excessive amounts of lubricant is to be avoided.
3. The Maintenance specified herein is considered the minimum for each Elevator or Lift and its associated components. If specific equipment covered by this Contract requires additional Maintenance for safe, reliable and efficient operation, as specified by the manufacturer or by the applicable ASME A17.1, the Contractor shall perform the required additional Maintenance without added cost to the Authority.
4. At a minimum, the Contractor shall perform Maintenance services for each Elevator at the frequencies indicated hereunder, subject to a time schedule submitted to and approved by the Manager. The "Schedule of Maintenance Checks and Services," Item "16" of this "Maintenance of Elevator and Lift Systems" provision indicates the Maintenance routines required to be performed bi-weekly, or as required by code. Compensation for such Maintenance routines shall be included in the Contractor's monthly prices for Maintenance. Any revision to an agreed upon Maintenance time schedule must have the prior written approval of the Manager. The Manager shall have the right to revise an established Maintenance time schedule at no additional cost to the Authority by giving the Contractor forty-eight (48) hours notice.
5. Any part or parts of the Elevators which for any reason become(s) unsuitable for use shall be repaired or replaced with Manager-approved parts prior to installation. Such repairs or replacements are included in the Contractor's monthly prices for Maintenance, unless the Contractor shows that the clause entitled "Repairs Resulting from Misuse, Abuse, Vandalism or Actions Beyond Normal Wear and Tear" of the Specifications is applicable. Such parts shall include but shall not be limited to the following:
 - a. Machine, worm gear, thrust bearings, drive sheave, drive sheave shaft bearings, brake pulley, brake coils, contact, linings and component parts.
 - b. Motor and motor generator, motor windings, rotating element, commutator brushes, brush holders and bearings.
 - c. Controller, selector and dispatching equipment, all relays, solid state components, supervisory and control equipment, hardware, software (including any revisions), resistors, condensers, wiring, conductors, cables, conduit, transformers, contacts, leads, dashpots, timing devices,

- computer devices, displays, steel selector tape and mechanical and electrical driving equipment.
- d. Governor, governor sheave and shaft assembly, bearings, contacts and governor jaws, car and counterweight safety mechanisms.
 - e. Deflector or secondary sheaves, bearings, car and counterweight buffers, car and counterweight guide rails, limit switches, governor tension sheave assembly, compensating sheave assembly, car and counterweight guide shoes including rollers or gibs, terminal stopping and speed limiting devices.
 - f. Hoistway door interlocks and hangers, bottom door guides and auxiliary door closing devices, door hardware such as checks, latches, hinges and knobs.
 - g. Automatic power operated door operator, car door hangers, car door contacts, door protective devices, load weighing equipment, carframe, door hardware such as door checks, latches, hinges and knobs, door restrictors, door reopening devices.
6. All devices, conductors, cables and conduit for power, lighting, communications and control on the load side of the disconnect switch and demarcation in the machine room serving the unit shall be maintained in proper working order by the Contractor.
 7. The following types of services or items of equipment, if ordered, shall constitute Extra Work: refinishing or replacement of car enclosures, car door panels, hoistway enclosures, hoistway door panels, frames and sills, car flooring and floor covering, replacement of main line power switches, breakers and feeders to the main disconnect switch.
 8. Maintenance shall not include underground hydraulic cylinders and underground hydraulic piping, but shall include, but not be limited to, plungers, plunger guides, glands and hydraulic oil, above ground hydraulic piping and cylinders, pistons, rams, fittings, valves and tanks. This exclusion shall not apply if the Contractor does not adequately monitor for the unexplained loss of hydraulic fluid.
 9. Any components of the existing Elevators, maintained under this Contract that are repaired, replaced, or refinished by the Contractor or by others shall be maintained by the Contractor at no additional cost to the Authority. This includes, but is not limited to the components listed in Item "7" of this "Maintenance of Elevator and Lift Systems" provision.
 10. The hoistway doors at each landing shall be properly barricaded to prevent access during all work. The Contractor is to provide all needed barricades and post "OUT OF SERVICE" signs at each landing.
 11. It is the intent of the Contract to provide for complete Maintenance of Authority Elevators and Lift Systems so that they shall be in first-class operating condition at all times. The ASME codes and the NYC Building

Code as revised and amended, shall govern except where another applicable code or these Contract provisions include more rigid requirements. Work not specified in the Contract, but involved in carrying out the intent of complete and proper execution of the Work, may be required and shall be performed by the Contractor at no additional cost to the Authority. The apparent silence of the Contract as to any detail, or the apparent omission from the Contract of any work to be performed shall dictate that only the best general practice is to prevail and that only the best materials and workmanship is to be used. Interpretation of the Contract shall be made upon that basis.

12. The Contractor agrees that when an Elevator is shut down or fails to operate, the Contractor shall return the equipment to service with as little delay as possible. When an Elevator is shut down or fails to operate, the Contractor shall place a sign in full view and at all Elevator entrances indicating that the Elevator is “Temporarily Out of Order.” The sign shall also include the approximate time and/or date at which the Elevator is expected to be back in service and the nearest alternate route. Only professional graphics approved by the Manager shall be permitted. Hand written signs shall not be permitted.
13. The Authority shall, at all times, have the right to make inspections of the Elevators and the work of the Contractor, and the Contractor agrees to perform Maintenance work and make repairs deemed necessary by the Authority at no additional cost. The Contractor also agrees to provide the necessary labor to perform these inspections at no extra cost to the Authority.
14. The Elevators shall be kept running at the speeds, safety and efficiency specified in the original Elevator maintenance manual(s). Proper safety devices and safety requirements, in accordance with all applicable codes (including ASME) are to be adhered to. No safety or electrical protective devices shall be rendered inoperative except where necessary during testing, inspection or Maintenance. Such devices shall be restored to normal operating condition immediately afterwards.
15. All records of types of inspections, repairs, etc. shall be recorded and maintained by the WOTS system and kept current, and shall remain the responsibility of the Contractor but the property of the Authority.
16. Schedule of Maintenance Checks and Services

The Contractor shall make the following scheduled Maintenance checks, and shall perform the service routines to each of the Elevators and Lifts and all their individual components at the indicated frequencies, and as determined by the Manager:

Bi-weekly Routine Maintenance (26 times per year)

The Routine Maintenance and inspection Work performed by the Contractor shall include all repairs and parts replacement necessary for the safe operation of the Elevators and Lifts, and shall not be limited to the following:

- a. Perform general inspection for proper operation of all machinery and electrical components for proper operation, including, but not limited to, the traction motor, tanks, heaters, generator, brushes, controllers, gear box, pulleys, pumps, piping, brakes, governor, drive, valves, selectors, floor controllers, programmable logical controls, video display terminals, communications equipment and wiring. Lubricate, test and repair or replace as required.
- b. Empty drip pans, discard oil, check reservoir oil levels. Replenish oil as needed. The level of oil shall be properly maintained above the minimum required. Pressure tanks shall be kept at least two-thirds (2/3) full. Any unexplained oil leakage shall be immediately reported to the Manager.
- c. Inspect interior of cab. Test and wipe down telephone or communication system, normal and emergency lights, fan, emergency call system or alarm, miscellaneous hardware, control panel and emergency stop button and lighting. Repair as necessary.
- d. Inspect and lubricate machinery, contacts, linkage and gearing. Repair as required.
- e. Clean and inspect controllers, selectors, relays, fuses, switches, timers and contacts. Repair as required.
- f. Ride car and observe operation of doors, leveling, reopening devices and smoothness. Adjust and repair as needed. Check for proper leveling.
- g. If rails are lubricated, check condition and lubrication systems. Service lubrication devices and replenish lubricant as needed.
- h. Check operation of all hoistway and car door interlocks. Repair as required.
- i. Inspect all lighting associated with the Elevators, including, but not limited to, pit lights, equipment room lights, shaftway lights, position indicators, floor indication lights, car and hall station push button lights, interior and exterior direction lights, arrow lights, signal lantern lights, underfloor lights, cab, entrance and roof lights. Replace/relamp as needed. The Contractor shall maintain all lights in proper working order at all times. The use of LED bulbs and fixtures are preferred.
- j. Remove litter and vacuum dust and other extraneous materials from all machine room and car equipment, door saddles, car tops and other areas of the Elevators and areas accessible from all Elevator lobbies.

- k. Clean trash from shaft pit and empty drip pans; discard oil. Examine plunger seals and correct excess leakage.
 - l. Worn or damaged equipment creating safety hazards shall be replaced.
 - m. Perform a Phase I recall and a minimum one (1) floor Phase II operation of Firefighter's Service (where applicable) to ensure that the System is maintained in proper operating order. A written record of the findings of the operation shall be made and submitted to the Manager.
 - n. All control, safety and electrical protective devices shall perform both electrically and mechanically at least in accordance with the manufacturer's criteria and the applicable ASME and NYC Building Codes.
17. After completion of the Elevator code-required tests, the Contractor shall submit a document to the Authority indicating the following information as a minimum. The document may be on the Contractor's standard form or generated from the WOTS.
- a. Type of test
 - b. Name of organization performing test
 - c. Address of the facility being tested
 - d. Elevator identification number
 - e. Car capacity
 - f. Speed
 - g. Type of elevator
 - h. Type of machine
 - i. Type of safety
 - j. Indication that governor has been checked for proper tripping speed and that the overspeed switch is functional
 - k. Type, size, and condition of governor rope before and after test
 - l. Load at which safety was tested
 - m. Speed at which governor tripped
 - n. Length of marks on each guide rail made by safety jaws
 - o. Number of turns remaining on drum
 - p. Did car or counterweight set level?
 - q. Did governor set satisfactorily?
 - r. Was governor calibrated? At what speed?
 - s. Was safety test satisfactory?
 - t. At what speed and load were buffers tested?

- u. Was oil level satisfactory after test?
- v. Indicate plunger compression return time
- w. Indicate date test was made
- x. Signature of individual performing tests
- y. Any additional remarks that are applicable
- z. Name of the employee witnessing the tests
- aa. Dates, seals, tags for placement of equipment

18. After tests have been performed, all load weighing devices, etc., shall be checked and adjusted as required to meet the manufacturer's recommendations. Elevators and Lifts shall not be placed in service until all tests, checks and adjustments are complete and Elevators are in proper working condition. The Contractor shall not be responsible for any damage to the building and equipment caused by these tests, unless such damage is a result of his negligence. Failure to follow correct procedures to prevent damage and failure to perform pretest examinations shall be considered negligence by the Contractor.

3. Call-back Services

Call-back Services shall consist of all non-scheduled repairs and maintenance, which are necessary when, in the opinion of the Manager, the Maintenance to be provided hereunder has not been performed in accordance with the requirements of this Contract. No payment shall be made for Work that, in the opinion of the Manager, is necessitated by the Contractor's improper or incomplete performance of the Maintenance, which is to be performed hereunder. In performing Call-back Services, the Contractor shall provide qualified personnel to perform the Work required. Such services shall be performed within four (4) hours of the Manager's request. If the Contractor fails to furnish Call-back Services within four (4) hours after the request, Liquidated Damages shall apply in accordance with Part III of this Contract.

Once on site, the Contractor's Mechanic(s) shall sign in and notify the Manager of their arrival, then shall investigate any and all Escalator, Elevator or Lift stoppages/malfunctions and obtain the Manager's approval for any Work requested if as a result of negligence, accidents or actions which are not the fault of the Contractor. All repair work on the designated Escalators, Elevators and Lifts shall start immediately, without further delay, and shall continue until such Work is completed, and the Escalators, Elevators and Lifts are fully operational and safe. If the scope of the repair is such that additional labor and/or materials are required or if the Contractor estimates the repair work may continue beyond four (4) hours from the time of the Contractor's Mechanic(s) arrival, the Contractor shall so notify the Manager and shall obtain the Manager's approval for the additional labor, time and/or materials. Once approved by the Manager for the additional labor, time and/or materials, the Contractor shall supply such labor/materials within four (4) hours following the Manager's concurrence.

4. Emergency Services

To the extent that Emergency Service is necessitated directly by negligence, misuse, accident, or abuse which is not the fault of the Contractor (as affirmatively demonstrated by the Contractor to the sole satisfaction of and as determined by the Manager), the Contractor's hourly compensation shall be the applicable Unit Prices inserted by the Contractor in Part IV, Exhibit "G," of the Pricing Sheets. Compensation for parts properly and completely installed shall be as defined in Part III, "Extra Work".

Once on site, the Contractor's Mechanic(s) shall sign in and notify the Manager of their arrival, then shall investigate any and all Escalator, Elevator or Lift stoppages/malfunctions and shall obtain the Manager's approval for any Work requested if the stoppage or malfunction is a result of negligence, accidents or actions which are not the fault of the Contractor. All repair work on the designated Escalators, Elevators and Lifts shall start immediately, without further delay, and shall continue until such Work is completed, and the Escalators, Elevators and Lifts are fully operational and safe. If the scope of the repair is such that additional labor and/or materials are required or if the Contractor estimates the repair work may continue beyond four (4) hours from the time of the Contractor's Mechanic(s) arrival, the Contractor shall notify the Manager of the same and shall obtain the Manager's approval for the additional labor, extra time and/or materials. The Contractor will be advised by the Manager at the time the emergency service is requested as to whether the required service is "life safety" or "operational." Once approved by the Manager for the additional labor and/or material, the Contractor shall supply such labor/materials within four (4) hours following the Manager's concurrence.

Non-Critical

Non-Critical Emergency Service is defined as emergency repair service for non-critical equipment that must be kept available twenty-four (24) hours per day, seven (7) days per week, including legal holidays. In providing non-critical emergency service, the Contractor has the obligation to respond to calls with a qualified Mechanic, without additional charge, within two (2) hours of the time the Contractor is notified.

The Contractor's personnel responding under this non-critical emergency service provision shall investigate any and all Elevator, Escalator and Lift stoppages and malfunctions and shall perform the necessary repairs and adjustments. If the Contractor believes that the repair cannot be performed during the initial non-critical emergency service response, he/she shall so advise the Manager and, with the Manager's approval, the repair may be delayed but shall be undertaken no later than 6:00 a.m. at the start of the next regular work day.

Critical

Critical Emergency Service is defined as emergency and or repair service made necessary by entrapments, life safety situations or other designated operational "critical service" and security emergencies as determined by the Manager, and also

for “critical equipment,” which must be kept available twenty-four (24) hours per day, seven (7) days per week, including legal Holidays. In providing emergency service for critical equipment, the Contractor must respond to calls with a qualified Mechanic, without additional charge, within one (1) hour of the time the Contractor is notified. Equipment deemed as “critical equipment” is listed and designated with an asterisk in Part IV, Exhibits “A” through “D” of the Contractor’s Pricing Sheets.

If the Contractor fails to furnish critical emergency service within one (1) hour after the request, Liquidated Damages shall apply in accordance with Part III of this Contract. No payment shall be made for repair work that, in the opinion of the Manager, is necessitated by the Contractor’s improper or incomplete performance of the Maintenance which is to be performed hereunder.

The Contractor shall provide the Manager with a response plan consisting of three (3) alternate telephone numbers listed in order of priority to ensure definite contact when Emergency Service is needed. The Contractor shall notify the Manager verbally as well as in writing of any change in the alternate telephone numbers at least ten (10) days prior to the date such change will take effect.

5. Project Work

This Contract includes Project Work, which may consist of vandalism repairs and miscellaneous tasks, which the Authority may elect to perform to address changes necessary as the result of revised codes and/or requirements to enhance the performance and/or aesthetics of the Systems included herein. The Contractor shall not begin any Project Work until authorized by the Manager. The Contractor will be compensated for labor used for Project Work according to the Labor Rate inserted by the Contractor in Part IV, Exhibit “E” of the Contractor’s Pricing Sheets. The Contractor will be compensated for materials used for Project Work according to Part IV, Exhibit “F” of the Contractor’s Pricing Sheets.

6. Net Cost Items and Compensation

Net Cost Items shall mean any items of materials, supplies, tools (excluding small tools) and equipment required to carry out provisions of this Contract (excluding Extra Work), but shall not apply to services hereunder for which the Contractor is paid a monthly lump sum, which lump sum shall be inclusive all of such costs.

Items of Net Cost shall include, and be limited to, project work or rehabilitation work required by this Contract, excluding Extra Work.

Items of Net Cost shall not include radios, beepers, battery chargers or uniforms or any other items, which are specifically required to be provided at the Contractor’s expense (excluding small tools).

Compensation for materials, supplies, tools and equipment procured under this clause shall be the net cost which the Contractor pays for such items plus or minus the

percentage markup or discount inserted by the Contractor in Part IV, Exhibit “F” of the Contractor’s Pricing Sheets.

The Contractor shall obtain the written approval of the Manager or his/her designee prior to making any expenditures hereunder for any item of materials, supplies, tools and equipment pursuant to this clause if an individual purchase or accumulated expenditures to the same vendor on a given day will exceed five hundred dollars (\$500).

The terms “materials,” “supplies,” “tools” (other than small tools) and “equipment” shall mean temporary and consumable materials, supplies and equipment, as well as permanent materials, supplies, tools and equipment; and “net cost of materials, supplies, tools and equipment” shall mean the price (including any taxes actually paid by the Contractor pursuant to law upon the basis of such materials, supplies, and equipment) at which such items are sold for cash by the manufacturers or producers thereof, or by regular dealers therein, whether or not such materials, supplies, tools and equipment are purchased directly from the manufacturer, producer or dealer; or if the Contractor is the manufacturer, the cost of production, plus the reasonable cost of delivering such materials, supplies, tools and equipment to the Site of the Work in the event that the price paid to the manufacturer, producer or dealer does not include delivery, and in case of temporary materials, supplies, tools and equipment, less their salvage value, if any.

The rental for equipment used in the performance of Port Authority approved Project or Rehabilitation Work, whether owned by the Contractor or Subcontractors or rented from others, and notwithstanding the actual price of any rental or actual costs associated with such equipment, shall be computed by the Manager or his/her designee on the basis of the following:

- A. Hourly rental for those items of equipment listed in the “Rental Rate Blue Book” (published by Dataquest, a company of the Dunn and Bradstreet Corporation, 1290 Ridder Park Drive, San Jose, California 95131-23398), hereinafter called the “Blue Book,” shall be one hundred percent (100%) of the applicable rates as listed in said book, reduced to an hourly basis (see formula below). The edition of this publication to be used shall be the one in effect on the date of the actual rental of the equipment. The “Estimated Operating Cost Per Hour” as set forth for such item(s) of equipment in the Blue Book shall be added to the rental for each hour that such equipment is actually engaged in performing Extra Work (i.e. standby rental time). None of the provisions of the Blue Book shall be deemed referred to or included in this Contract except as specifically set forth in this section.

If no listing of rental rate and/or hourly operating cost for the item(s) of equipment is in the Blue Book, the Manager shall determine the reasonable rate of rental and/or hourly operating cost of the particular item(s) of equipment by such means as he finds appropriate.

B. When utilizing the rental rates appearing in the Blue Book, the Manager shall determine the applicable rate and the hourly rental determined therefrom by applying the following criteria:

- a. The rate to be applied for an item of equipment used on a particular Extra Work order shall be the daily, weekly or monthly rates from the forgoing publication based on the total number of work days or portions thereof that a particular item of equipment or substitute item of equipment is at the site for use by the Contractor or Subcontractors whether under this Contract or under any other Contract with the Port Authority. Included within this time are: (i) times of idleness whether such idleness results from acts of omissions of the Port Authority or third persons, breakdowns in the equipment or any other cause and (ii) work days during which the equipment is removed from the site solely for repairs. The number of workdays in the period for each rate shall be as indicated below:

Three (3) work days or less – daily rate

More than three (3) work days but not more than fifteen (15) work days – weekly rate

More than fifteen (15) work days – monthly rate

The pro rata portion which one (1) hour bears to the applicable rate shall be determined in accordance with the following formula:

Hourly rate based on Daily rental: one eighth (1/8) of daily rental from Blue Book

Hourly rate based on Weekly rental: one fortieth (1/40) of weekly rental from Blue Book

- b. The rental rate shall be multiplied by the applicable regional adjustment factor shown for such item(s) of equipment in the Blue Book. The adjustment factor shall not apply to the hourly operation cost.
- c. If the Manager should determine that the nature of size of the equipment used by the Contractor in connection with the work is larger or more elaborate as the case may be, than the size or nature of the minimum equipment determined by the Manager to be suitable for

the Work, the reasonable rental will not be based upon the equipment used by the Contractor, but will be based on the smallest or least elaborate equipment determined by the Manager to have been suitable for the performance of the Work.

- C. In addition to amounts determined as provided in the subparagraphs A and B above, there may be added to the rental as computed above, the reasonable cost of transporting such equipment to and from the Site of the Work, and notwithstanding the number of hours during which such equipment is utilized, the minimum rental thereof will be for a period of eight (8) hours.

Notwithstanding any provision to the contrary appearing in the Blue Book, no consideration shall be given to any items of cost or costs and percentage additions of any type whatsoever, including administration, overhead, taxes (other than those enumerated above), clean-up, consumables including gas and oil, drafting (including printing or other reproduction), coordination, field measurements, maintenance, repairs, insurance, profit to the Contractor and small tools, not specifically provided for above in this clause.

Whenever any Work is performed (whether by the Contractor directly or through a Subcontractor), the Contractor shall submit to the Manager: (a) daily time slips showing the name and number of each worker employed on such work, the number of which he is employed hereon, the character of his duties, and the wages to be paid to him, (b) a memorandum showing the state and federal taxes based on such wages, and vacation allowances and union contractual obligation upon the basis of such wages, (c) a memorandum showing the amount and character of the materials furnished for such, and (d) a memorandum of equipment used in the performance of such work, together with the rental claimed therefor. Such memoranda and time slips are for the purpose of enabling the Manager to determine the amounts to be paid by the Port Authority under this numbered clause; and, accordingly, they shall constitute a condition precedent to such payment and the failure of the Contractor to furnish them with respect to any work shall constitute a conclusive and binding determination on his part that such work is not Work and shall constitute a waiver by the Contractor of claims for payment of such work.

7. Computerized Work Order Tracking System (WOTS)

Upon award, the Contractor will be required to supply and maintain an acceptable electronic Windows-based software program that may also serve to comply with the requirements in Part V, "Specifications." The tracking system shall be a Local Area Network database compatible with Microsoft Office, accessible to the Facility Manager and designee(s). The WOTS shall be provided by the Contractor to document task assignments, outage reporting, inventory process and control, the purpose of which is to document, instruct, to direct the Contractor to perform the work stipulated in this Contract at the proper frequencies and to codify and report to the Manager general and specific conditions encountered, actions taken, historical data and recommendations for subsequent activities to prevent repetitive failures. All data and components of the WOTS shall become property of the Authority and shall

be kept in strict confidence according to Port Authority policies. The WOTS shall enable the Contractor and the Authority to track the maintenance history of each unit on an ongoing basis and generate reports in a “point and click” format that will supply information to questions such as those stipulated in Attachment “E.”

8. Execution of Work

A. Right to Observe and Inspect

The Port Authority by its officers, employees, and representatives shall have the right at all times to enter upon the facilities, work areas and/or spaces provided the Contractor for the purpose of inspecting the same, for observing the performance of the Contractor of its obligations under this Contract, and for performing of any act or thing which the Port Authority may be obligated or have the right to do under this Contract or otherwise. Without limiting the generality of the foregoing the Port Authority shall have the right, for its own benefit or for the benefit of others at the Facility, to maintain existing and future utility systems or portions thereof at the Facility and/or space and to enter upon the Facility and/or space at all reasonable times to make such repairs, replacements, additions or alterations as may, in the opinion of the Port Authority, be deemed necessary or advisable. It is understood that the foregoing shall not impose or be construed to impose upon the Port Authority any obligation to inspect, construct or maintain or to make repairs, replacements, alterations or additions nor shall it create any liability for any failure so to do.

B. Maintenance Form and Log

The Contractor’s Mechanic shall report to the Manager or his/her designated representative at the start and completion of each Maintenance routine, and said Mechanic shall keep the Manager informed of the progress of the Work performed by the Contractor by furnishing the Manager with a completed “Service Maintenance Form”, annexed hereto as Attachment “A,” which shall include Work performed, materials replaced, deficiencies noted, repairs needed and any recommendations. In addition to any pertinent data, the Mechanic shall also include such data as times of arrival and departure, the hours any equipment was out of service, a checklist indicating the specific components which were inspected and/or adjusted, and the name(s) of the worker(s).

The Contractor shall maintain at the Facility office a “Service Maintenance Log” (see Attachment “B”) indicating equipment tested and action taken to correct deficiencies and shall update the Log before leaving the premises. Describing the condition of System (as required by section 8.D below) and having it verified by the Manager or the Facility representative shall constitute updating. A completed copy of the Contractor’s “Service Maintenance Form”

and “Service Maintenance Log” shall be attached to and submitted with each of the Contractor’s invoices prior to payment.

C. Checklist for Code-Required Inspections and Tests of Hydraulic/Electric Elevators, Escalators and Lifts

For all tests and inspections required by the Contract specifications, including tests required by the current edition of ASME A 17.1 Safety Code for Elevators, the Contractor shall fill out and submit the appropriate checklist with the current monthly invoice (samples of the checklist to be used are attached to this Contract; see Attachments “C” and “D”). No payment for code-required tests or inspections or monthly maintenance will be made for any units scheduled for testing or inspection or requiring testing or inspection by the latest edition of ASME A17.1, Safety Code for Elevators without receipt of the completed checklists which shall serve as verification that the Contractor has performed the required tests and inspections.

D. Service Logbooks

The Contractor shall maintain service logbooks approved by the Authority and kept in each elevator machine room at the controllers for the Systems. For Escalators and Lifts, the Contractor shall maintain service logbooks in the location(s) as designated by the Manager. The Contractor shall make the following minimum entries upon each visit to service the Systems:

1. Record time arrived at location.
2. Note purpose of visit (i.e. routine maintenance, call-back, emergency, etc.).
3. Record specific work performed.
4. The section and page of this Contract the specific work is addressing.
5. Operating condition of equipment at time of departure.
6. Time of departure.
7. Signature of service person.

The Contractor shall also maintain a daily log book in the Contractor’s on-site office to log various daily activities, calls, and repairs. The service log may be substituted for by a copy of the Service Maintenance Form generated from the WOTS as stipulated in section 7, entitled “Computerized Work Order Tracking System (WOTS)”above.

E. Wiring and Control Diagrams

The Authority shall make reasonable efforts to provide the Contractor with copies of schematic electrical diagrams of the Systems covered under this Contract.

If, in the course of the Contract, changes are made to the wiring and/or other control apparatus, the Contractor shall update the diagrams and provide the Authority with two (2) sets of the updated documents clearly showing all changes. A waterproof laminated copy shall also be installed at the individual controller. All wiring diagrams, control schematics and similar documentation shall be professionally drawn and shall become and remain the property of the Authority. Current, waterproof, laminated one line wiring diagrams and control schematics shall be provided and maintained by the Contractor in each mechanical equipment room or escalator pit.

F. Daily Schedule

The Contractor shall submit a daily manpower schedule to the Manager indicating the responsibilities of each of the Contractor's job site personnel for that day. The schedule shall be submitted in a format acceptable to the Manager.

G. Documentation

Required information and documentation is a prerequisite to payment; therefore, the Contractor shall submit to the Manager all proper documentation and information with billings prior to payment being made. Documents to be submitted include, but are not limited to: Service Maintenance Form (Attachment "A"), Service Maintenance Log (Attachment "B"), WOTS key information (Attachment "E"), reports, checklists and results of inspections and tests.

The Contractor shall notify the Manager at the beginning and upon completion of each Maintenance, code inspection, repair or retrofit activity. The Contractor shall provide the Manager with a completed maintenance check chart via a facsimile machine or the WOTS within twenty-four (24) hours of completion of the Maintenance procedure that adequately addresses all ASME, state and local codes and that indicates the date, start and finish and total man-hours employed to complete the Maintenance, wear measurements and meter readings, etc.; and any corrective actions including adjustments, repairs, lubrication, rust/corrosion resistance (painting) activities, etc. The Contractor shall provide and keep current a suitable check chart and repair log for each Escalator and Elevator posted in the machine rooms or controller pits or other area designated by the Authority. Check charts and repair logs shall be submitted to the Authority for approval prior to use. Entries shall be made to indicate the status of all scheduled Maintenance and repair work performed, including date, the nature of the work and parts or components utilized to perform such Maintenance and repairs. The check charts and repair logs shall be kept on self-duplicating data sheets and shall not be removed from their designated area by the Contractor except for the purposes of reproduction. In such cases check charts and repair logs shall be returned immediately. The Contractor must properly initial the chart to indicate that the Work has been accomplished. The duplicate must be clear

and legible and remain in the designated area at all times. The duplicates shall become the property of the Authority.

The Contractor shall provide the Authority a monthly summary of all repair activity on Elevators, Escalators, and Lifts NO LATER THAN THE TENTH (10th) DAY OF THE FOLLOWING MONTH. The summary shall be arranged in a chronological columnar calendar format and shall include the following information: Unit number, type of service, date out of service, time out of service, explanation (detailed description of work performed by the Contractor), parts used (including parts installed), and the date and time the unit was restored to service.

The repair summary shall be submitted in hardcopy and on CD. The check charts and logs may be generated from the WOTS as stipulated in Section 7 above.

The Contractor shall be responsible for obtaining all technical documentation necessary for Maintenance and repair of equipment. The Authority will provide any available documentation that can be released without restriction, but it shall be the Contractor's responsibility to make copies of such documentation. Lack of such documentation will not be an acceptable reason for equipment downtime.

9. Personnel Requirements

The Contractor (and any Subcontractor) shall use only licensed, experienced, skilled, competent and adequately trained personnel to perform the Work required hereunder. Maintenance shall be performed by certified Mechanics, who shall be qualified to keep the Systems adjusted and repaired and in proper operating condition, and each of whom must have a minimum of five (5) years experience as a Mechanic. (It is not necessary for all the required experience to have been acquired with the Contractor's firm.) Helpers shall have completed (or shall be currently enrolled in) a five-year union-approved apprenticeship program. All Mechanics and supervisory personnel shall be specially trained and shall have thorough experience in the Maintenance of these particular types of Systems. The Contractor shall, if requested by the Manager, furnish proof of this training and experience to the satisfaction of the Authority.

The Contractor, its Mechanics and other personnel shall adhere to the Authority's safety standards and rules and shall comply with all directives issued in the interest of public safety when so notified by the Manager. The Contractor's personnel shall immediately comply with all directives issued by the Authority's Police officers or Managers. Failure to comply with authorized directives shall entitle the Authority to require the removal of Contractor's personnel who have failed to comply with the directive.

If, in the opinion of the Manager, any employee so assigned is performing his/her functions unsatisfactorily, the Contractor shall take all steps necessary to ensure that

the Contract is performed in full accordance with the requirements hereof. Further, if in the determination of the Manager, any such employee 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 or which the Manager determines is adverse to the public interest or to the best interest of the Port Authority, the Contractor shall remove and replace any such personnel within twenty-four (24) hours, upon notice from the Port Authority.

Minimum Staffing Requirements

At a minimum, the Contractor is required to provide on a full-time basis the following:

Resident Team “A” – Resident team consisting of one (1) Mechanic and one (1) Helper working the following hours:
6:00 a.m. to 2:30 p.m., six (6) days per week, including Holidays, excluding Sundays.

Resident Team “B” – Resident team consisting of one (1) Mechanic and one (1) Helper working the following hours:
7:00 a.m. to 3:30 p.m., six (6) days per week, including Holidays, excluding Sundays.

Resident Team “C” – Resident team consisting of one (1) Mechanic and one (1) Helper working the following hours:
8:00 a.m. to 4:30 p.m., six (6) days per week, including Holidays, excluding Sundays.

Lead Mechanic – One (1) Mechanic who shall coordinate all activities of the Resident Teams and act in a lead capacity working the following hours:
8:00 a.m. to 4:30 p.m., six (6) days per week, including Holidays, excluding Sundays.

The primary function of the Resident Teams is to perform specified Maintenance, inspections, repairs, and testing. In addition, the teams shall also respond to call-back and emergency services involving all Escalators, Elevators, and Lifts covered under this Contract. Teams shall not be used for work off-site for preparation, to retrieve parts or material, or for “Project Work” unless such time is beyond that specified above and at no cost to the Authority or as approved by the Facility Manager.

The Contractor’s employees working at the Facility shall sign in and out at the start and end of each tour at the Port Authority Bus Terminal Contract Maintenance Services Office or an area designated by the Facility Manager. All employees shall report equipped with the following minimal equipment:

1. A vehicle and or equipment to transport personnel, tools and materials to the Site of the Work.
2. Appropriate power and hand tools and safety equipment to perform the required Work.
3. Supply of parts to restore common service interruptions resulting from Elevator, Escalator and Lift failures such as but not limited to: landing and

cab door malfunctions, cab leveling adjustments, hall and cab push button station problems and indicator outages, broken escalator comb plates, hand rail or steps, failed or out of adjustment safety switches, hand rail drive adjustments, comb plate and impact device trips, replacement lamps and any other items necessary to conform with the requirements of the Specifications herein.

4. The Contractor shall provide at no additional cost to the Authority, Verizon push-to-talk (PTT) radios/telephones or other approved communications devices to be used by the Contractor's personnel to ensure that instant communication can be achieved twenty-four (24) hours per day, seven (7) days per week between the Manager, Lead Mechanic and Resident Teams. For security and safety, all of the Contractor's employees shall be required to carry and immediately respond to the communications devices. Upon receiving a call from the Manager or designee, the Mechanic(s) shall promptly return the call via PTT, telephone, or facility assigned radio equipment. Lead Mechanic(s) will be provided a Port Authority radio. The Contractor shall be responsible for loss or damage to Authority-provided equipment. Telephone numbers for the Port Authority Bus Maintenance Services Office are: (212) 502-2472 and (212) 502-2245.

A. Personnel Uniforms and Identification (ID) Badges

The Contractor shall provide for its personnel all necessary distinctive uniforms and ID badges or woven identification insignia of a distinctive type, style and color and which shall be subject to the prior and continuing approval of the Manager, and the Contractor's employees shall wear these uniforms and ID badges or insignia in a conspicuous and clearly visible position at all times when performing the Work.

Employees without proper identification shall not be permitted to work. There will be no grace period for any employee to obtain the uniform. The Contractor agrees that its employees will present a neat, clean and orderly appearance at all times, and that it shall supply its employees with sufficient uniforms to comply with said requirements. The Contractor shall also ensure that its employees wear safety shoes, reflectorized safety vests, hard hats, goggles and gloves appropriate for the tasks performed. Personal clothing shall not be worn in any manner that will cover any part of the uniform or ID.

The Contractor shall submit to the Manager the names and home addresses of employees who will perform Maintenance work under this Contract. No employee will be permitted to work under this Contract without approval of the Authority.

The Manager shall have the right to require removal of any employee who fails to wear the proper uniform, safety gear and/or ID, and the exercise of this right shall not limit the obligations of the Contractor to perform the Work or to furnish any

required number of employees at a specific location at the Site of the Work as specified.

B. Transportation for Contractor's Personnel

The Contractor shall provide for the legal (i.e. per the New York State Department of Motor Vehicles) transportation of its personnel, materials and equipment around the various Sites of Work at the Facility.

All Contractor's vehicles operated at the Facility in connection with this Contract shall be in good and safe operating condition and shall be permanently labeled on both sides of the vehicle(s) with the Contractor's name, address and telephone number in contrasting lettering having a minimum dimension of three inches (3") high with one half inch (1/2") thick lines. Magnetic signs are not acceptable. The Authority will not furnish free Facility-use parking passes or ensure on-site parking for the Contractor in connection with this Contract. Parking will be provided only as available at the time. All vehicles must be properly placarded with vehicle security identification when parked or driven in non-public and/or secure areas of the buildings.

The Port Authority shall have no responsibility of any kind whatsoever with respect to such vehicles, including without limitation any responsibility for the loss, theft, destruction or damage to said vehicle or any contents therein, in connection with the permissions granted to the Contractor to park its motor vehicles. The Contractor shall comply with Authority rules and regulations and with such procedures as are now in force and such reasonable future rules, regulations and procedures as may hereafter be adopted by the Authority for safe operation of motor vehicles at the Facility. No other rights or privileges in connection with parking of motor vehicles at the Facility are or shall be deemed to be granted to the Contractor under this Contract.

10. Repairs Resulting from Misuse, Abuse, Vandalism, or Actions Beyond Normal Wear and Tear

The Contractor shall be entitled to compensation in addition to that specified in Part IV, Pricing Sheets, only for such portion of the cost of any tests, repairs and replacements as are necessitated directly by misuse, accidents or abuse which are not the fault of the Contractor as affirmatively demonstrated by him to the sole satisfaction of the Manager. In determining the amount of such payment by the Authority to the Contractor, there shall not be included in the amount of such payment the already depreciated cost of parts required to be repaired or replaced and that which would, in any event, require repair or replacement (at the time or ultimately) as part of the Contractor's maintenance obligations without separate payment.

The Contractor shall notify the Manager and obtain the Manager's approval prior to performing required repairs and replacements under this section regardless of the cause thereof. Nevertheless, should the Manager order the performance of such work

without designating it as Extra Work, the Contractor shall comply but shall within twenty-four (24) hours give written notice to the Manager stating why he/she deems it to be Extra Work and shall moreover furnish to the Manager such reports, records and receipts as are required pursuant to the clause of this Contract entitled "Extra Work." The failure of the Contractor to inform the Manager prior to the performance of Extra Work that he/she deems to be Extra Work, or to serve such notice or to furnish such reports, records and receipts shall be deemed to be a conclusive and binding determination on his/her part that the work is not Extra Work, and shall be deemed to be a waiver by the Contractor of all claims for additional compensation or damages by reason thereof, the submission of such written notice, reports, records and receipts being a condition precedent to such claims.

11. Space Provided to the Contractor

The Port Authority will furnish the Contractor with minimal non-exclusive "on-site" space for the storage of the Contractor's basic tools, equipment, materials and disposable supplies hereunder. Said space shall be designated by the Manager and may be changed at any time at his discretion. Janitorial closets and mechanical equipment rooms are not to be used as storage or shops and all areas shall be kept locked at all times. Loss or damage to property or equipment shall be the sole responsibility of the Contractor.

The Authority by its officers, employees, and representatives shall have the right at any time to enter upon the spaces so provided to the Contractor, to inspect the same, to observe the performance by the Contractor of his obligations this Contract, and to do any act or thing which the Authority may be obligated or have the right to do under this Contract or otherwise. Without limiting the generality of the foregoing, the Authority shall have the right for its own benefit or for the benefit of others at the Site of the Work, to maintain existing and future utilities on the facilities and spaces provided to the Contractor hereunder and to enter upon such facilities and spaces at any time to make such repairs, replacements, additions or alterations to such systems as may, in the opinion of the Authority, be deemed necessary or advisable.

12. Inventories and Replacement of Materials, Parts and/or Components

The Contractor shall stock, keep, and maintain in a secured location, an inventory that allows quick access to the Facility, a sufficient supply of spare parts and materials, specialized tools and other items of equipment as may reasonably be foreseen as necessary to make replacements and repairs without delay. A minimum of five percent (5%) of each type of components frequently repaired (i.e. steps, chains, handrails, comb-plates, door sensors, push buttons, etc.) must be kept readily available and all other parts shall be available within twenty-four (24) hours so as to minimize equipment out of service due to the availability of parts. Lack of parts and/or materials to make required repairs within forty-eight (48) hours may, at the Manager's discretion, result in the assessment of liquidated damages. Where a component is one of a kind or in quantities less than five (5), one (1) spare is required to be on hand. On-site storage space is extremely limited and therefore it is anticipated the Contractor will require an alternative parts storage facility to meet the requirements of this section.

The Contractor shall provide the Manager with a complete inventory of all spare parts via a facsimile machine or the WOTS showing the part name, ID number, the associated unit(s) application and the location where stored on a quarterly basis. Inventories purchased by the Authority shall be subject to field audits at any time.

Replacement parts policy: the Contractor shall not alter equipment parts and OEM design with other manufacturers' parts or design unless approved by the Manager. If the OEM has discontinued the item and the parts are no longer available, parts manufactured by companies other than the OEM, but supplied to the OEM as part of their overall product may be acceptable if said part is of the same design and character. Relays, selector parts, coils, rollers, touch buttons, proximity edges, and various other parts that are duplicated by other nationally recognized manufacturers may, upon written authorization from the Manager, be used in lieu of the OEM parts. The Contractor agrees to maintain a diagnostic tool and one set of spare boards for each equipment model, as required, on the job site, in off-site storage or in the Contractor's local branch office for the entire length of the Contract. Any boards used out of stock will be replaced within twenty-four (24) hours. The Contractor shall supply the Authority with a spare parts inventory list for each piece of equipment serviced by this Contract, on a quarterly basis. When it is necessary for the Contractor to replace any part or item of material during the performance of Extra Work under this Contract, the Contractor shall first submit to the Authority for its approval the name of the item, the identifying number therefor, if any, the quantity needed, the name of the proposed supplier and the proposed purchase price or, if supplied by the Contractor, the price that the Authority is to be billed therefor. The Authority shall have the option of a) approving same; or b) supplying said material to the Contractor itself, provided it is of equal quality to that proposed by the Contractor.

13. Parts Exclusion

The Contractor shall not be responsible for the following under regular Maintenance:

Elevators: Refinishing or replacement of car enclosures, car door panels, hoistway enclosures, hoistway door panels, frames and sills, car flooring and floor covering, replacement of main line power switches, circuit breakers and feeders to disconnect switch, hydraulic cylinders, and underground hydraulic piping.

Escalators: Balustrade and skirt panel repair and replacement if the repair and/or replacement is due to vandalism.

Lifts: Buried components, underground hydraulic cylinders and underground hydraulic piping, provided oil leakage is monitored.

14. Breakdown, Malfunction or Damage

Immediately upon the Contractor's discovery of any damage or signs of disrepair to, corrosion, mechanical breakdown or malfunction of, or cracks or breaks in any item to be repaired hereunder, the Contractor shall advise the Manager, place "Out of Order" or warning signs as appropriate, and shall also take the necessary actions to protect the integrity of the Systems and shall make all attempts to reduce the potential loss of life or property. Such signs shall be furnished by the Contractor, shall remain

in place until necessary repairs are completed and shall comply with all applicable codes and Authority standards.

If for any reason an Elevator, Escalator, or Lift should be out of service for more than the usual trouble shooting time of thirty (30) to sixty (60) minutes, the Contractor shall notify the Manager when the Elevator, Escalator, or Lift was taken out of service, the reason why and what time the Elevator, Escalator, or Lift is expected to be put back in service for proper and safe operation. The Contractor shall notify the Manager if correction of the problem is likely to result in extra costs due to negligence, accidents or actions that are not the fault of the Contractor.

When an Elevator, Escalator, or Lift covered by this Contract is taken out of service, a sign shall be placed at each opening on all the floors stating: "This [Elevator/ Escalator/Lift] is being serviced" and an alternate route. A record shall be maintained by the Contractor of routine maintenance items in need of correction, or brought to his attention, and he shall provide this list to the Authority for necessary corrective action by the Contractor during the Contractor's routine visit.

For planned shut downs more than one day, the Contractor shall post a sign in the vicinity of the Elevator, Escalator or Lift at least two (2) days in advance to advise patrons of intended shut down and duration. The Manager shall approve the format of the sign.

Maintenance under this Contract shall be provided at a consistently high-quality level to properly protect all Systems' equipment from deterioration and to provide constant peak performance of all Systems, resulting in minimum down-time for any portion of the Systems.

15. Prevailing Wage Clause

The Contractor shall pay or provide (and shall cause all sub-contractors to pay or provide) to its mechanics and helpers (who are employed by it to work on an hourly or daily basis at any trade or occupation at or about the Facility) rates of wages and supplements that are at least equal to the rates of wages and supplements prevailing for others engaged in the same trade or occupation in the locality in which the Services are being performed at the time the Work is being performed and notwithstanding that such rate may be higher than the rate in effect on the date of the opening of the Bids.

For the purposes of this Contract, the annual prevailing wage and supplements schedules for the work being performed under this contract are those published by the Bureau of Labor Law, pursuant to Labor Law §§220 and 230 and New York City Administrative Code §6-109 and located at the New York City Comptroller's website at <http://www.comptroller.nyc.gov/bureaus/bl/schedules.shtm>, for the locality and for the period of time in which the work is performed.

The provisions of this clause are inserted in this Contract for the benefit of such mechanics and helpers as well as for the benefit of the Port Authority; and if the Contractor or any subcontractor shall pay or provide any such mechanics and helpers less than the rates of wages and supplements above described, such mechanics and

helpers shall have a direct right of action against the Contractor or such subcontractor for the difference between the wages and supplements actually paid or provided and those to which they are entitled under this clause. If such mechanics and helpers are employed by any subcontractor whose subcontract does not contain a provision substantially similar to the provisions of this clause (requiring the payment or provision of at least the above minimum, and providing for a cause of action in the event of the subcontractor's failure to pay or provide such wages and supplements) such mechanics and helpers shall have a direct right of action against the Contractor. The Port Authority shall not be a necessary party to any action brought by any mechanics and helpers to obtain a money judgment against the Contractor or any subcontractor pursuant to this clause.

Nothing herein contained shall be construed to prevent the Contractor or any subcontractor from paying higher rates or providing higher supplements than the minimum hereinbefore described; and nothing herein contained shall be construed to constitute a representation or guarantee by the Port Authority that the Contractor or any subcontractor can obtain workmen, laborers, carpenters and mechanics for the minimum hereinbefore described.

The Contractor's or any Subcontractor's failure to comply with any provision of this numbered clause may be deemed as a substantial breach of this Contract.

ATTACHMENT "A"
Service Maintenance Form

Date: _____ Facility: _____

Arrival Time: _____ Departure Time: _____

Reason for Service

Routine Maintenance/Testing:

Extra Work: Call-back:

Emergency Service: Reported "Out of Service" Date & Time: _____

"Back in Service" Date & Time: _____

Total Hours "Out of Service": _____

Equipment Serviced: _____

Description Work: _____

Repairs Made: _____

Materials Required: _____

Check here if all equipment is in service:

Mechanic's Signature: _____ Date: _____

ATTACHMENT “C”
Checklist for Inspection of Hydraulic & Electric Elevators and Lifts

CHECKLIST FOR INSPECTION OF HYDRAULIC ELEVATORS

GENERAL NOTES:

(a) See ASME A17.2-2004 for detailed inspection information on each item number.

(b) OK = meets requirements; NG = insert number to identify comment on back of this Checklist; NA = not applicable.

Address: _____

ID No: _____

Passenger Rated load: _____

Freight class _____ Speed: _____

- Routine inspection and test
- Periodic inspection and test
- Acceptance inspection and test

Code Edition: _____

Inspected by: _____
Print

Signature: _____ Date: _____

QEI No: _____ Certifying organization: _____

	OK	NG	NA		OK	NG	NA
1 ELEVATOR — INSIDE OF CAR				2.36 Hydraulic cylinders	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.1 Door reopening device	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.37 Pressure switch	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.2 Stop switches	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.38 Roped water hydraulic elevators	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.3 Operating control devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.39 Low oil protection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.4 Sills and car floor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.40 Inspection control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.5 Car lighting and receptacles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.41 Maintenance records	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.6 Car emergency signal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.42 Static control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.7 Car door or gate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3 ELEVATOR — TOP OF CAR			
1.8 Door closing force	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.1 Top-of-car stop switch	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.9 Power closing of doors or gates	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.2 Car top light and outlet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.10 Power opening of doors or gates	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.3 Top-of-car operating device	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.11 Car vision panels and glass car doors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.4 Top-of-car clearance, refuge space, and standard railing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.12 Car enclosure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.5 Normal terminal stopping devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.13 Emergency exit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.6 Final and emergency terminal stopping devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.14 Ventilation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.7 Car leveling and anticreep devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.15 Signs and operating device symbols	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.8 Top emergency exit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.16 Rated load, platform area, and data plate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.9 Floor and emergency identification numbering	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.17 Standby power operation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.10 Hoistway construction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.18 Restricted opening of car or hoistway doors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.11 Hoistway smoke control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.19 Car ride	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.12 Pipes, wiring, and ducts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2 ELEVATOR — MACHINE ROOM				3.13 Windows, projections, recesses, and setbacks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.1 Access to machine space	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.14 Hoistway clearances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.2 Headroom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.15 Multiple hoistways	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.3 Lighting and receptacles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.16 Traveling cables and junction boxes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.4 Machine space	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.17 Door and gate equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.5 Housekeeping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.18 Car frame and stiles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.6 Ventilation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.19 Guide rails fastenings and equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.7 Fire extinguisher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.20 Governor rope	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.8 Pipes, wiring, and ducts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.21 Governor releasing carrier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.9 Guarding of exposed auxiliary equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.22 Wire rope fastening and hitch plate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.10 Numbering of elevators, machines, and disconnect switches	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.23 Suspension rope	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.11 Disconnecting means and control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.27 Crosshead data plate and rope data tags	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.12 Controller wiring, fuses, grounding, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.28 Counterweight and counterweight buffer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.13 Governor, overspeed switch, and seal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.29 Counterweight safeties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.14 Code data plate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.30 Speed test	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.30 Hydraulic power unit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.31 Slack rope device — roped-hydraulic elevators installed under A17.1b-1989 and later editions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.31 Relief valves	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.32 Traveling sheave — roped-hydraulic elevators installed under A17.1b-1989 and later editions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.32 Control valve	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
2.33 Tanks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
2.34 Flexible hydraulic hose and fitting assemblies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
2.35 Supply line and shutoff valve	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

CHECKLIST FOR INSPECTION OF ELECTRIC ELEVATORS

GENERAL NOTES:

(a) See ASME A17.2-2004 for detailed inspection information on each item number.

(b) OK = meets requirements; NG = insert number to identify comment on back of this Checklist; NA = not applicable.

Address: _____

ID No: _____

Passenger Rated load: _____

Freight class _____ Speed: _____

- Routine inspection and test
- Periodic inspection and test
- Acceptance inspection and test

Code Edition: _____

Inspected by: _____
Print

Signature: _____ Date: _____

QEI No: _____ Certifying organization: _____

	OK	NG	NA		OK	NG	NA
1 ELEVATOR — INSIDE OF CAR							
1.1 Door reopening device	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.21 Belt- or chain-drive machine	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.2 Stop switches	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.22 Motor generator	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.3 Operating control devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.23 Absorption of regenerated power	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.4 Sills and car floor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.24 AC drives from a DC source	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.5 Car lighting and receptacles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.25 Traction sheaves	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.6 Car emergency signal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.26 Secondary and deflector sheaves	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.7 Car door or gate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.27 Rope fastenings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.8 Door closing force	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.28 Terminal stopping devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.9 Power closing of doors or gates	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.29 Car and counterweight safeties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.10 Power opening of doors or gates	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.39 Low oil protection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.11 Car vision panels and glass car doors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.40 Inspection control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.12 Car enclosure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.41 Maintenance records	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.13 Emergency exit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.42 Static control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.14 Ventilation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3 ELEVATOR — TOP OF CAR			
1.15 Signs and operating device symbols	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.1 Top-of-car stop switch	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.16 Rated load, platform area, and data plate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.2 Car top light and outlet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.17 Standby power operation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.3 Top-of-car operating device	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.18 Restricted opening of car or hoistway doors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.4 Top-of-car clearance, refuge space, and standard railing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.19 Car ride	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.5 Normal terminal stopping devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2 ELEVATOR — MACHINE ROOM				3.6 Final and emergency terminal stopping devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.1 Access to machine space	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.7 Car leveling and anticreep devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.2 Headroom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.8 Top emergency exit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.3 Lighting and receptacles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.9 Floor and emergency identification numbering	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.4 Machine space	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.10 Hoistway construction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.5 Housekeeping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.11 Hoistway smoke control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.6 Ventilation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.12 Pipes, wiring, and ducts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.7 Fire extinguisher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.13 Windows, projections, recesses, and setbacks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.8 Pipes, wiring, and ducts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.14 Hoistway clearances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.9 Guarding of exposed auxiliary equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.15 Multiple hoistways	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.10 Numbering of elevators, machines, and disconnect switches	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.16 Traveling cables and junction boxes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.11 Disconnecting means and control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.17 Door and gate equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.12 Controller wiring, fuses, grounding, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.18 Car frame and stiles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.13 Governor, overspeed switch, and seal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.19 Guide rails fastening and equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.14 Code data plate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.20 Governor rope	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.15 Static control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.21 Governor releasing carrier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.16 Overhead beam and fastenings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.22 Wire rope fastening and hitch plate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.17 Drive machine brake	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.23 Suspension rope	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.18 Traction drive machines	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.24 Top counterweight clearance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.19 Gears, bearings, and flexible couplings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.25 Car, overhead, and deflector sheaves	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.20 Winding drum machine and slack cable device	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

ATTACHMENT “D”
Checklist for Inspection of Escalators

ATTACHMENT "E"
Checklist for Work Order Tracking System (WOTS)

The following information shall be provided by the WOTS tracking system and/or other Logs and Service reports. All reports shall show the specific date, time the service was performed and/or report was generated.

- a. Daily detailed labor reports showing specific employee's assignment for the tour, units being serviced and details of work being performed.
- b. Monthly Calendar of scheduled work looking ahead for the semi-monthly inspections of all units including twenty-week code inspection cycle.
- c. Monthly report showing the current inventory of spare parts on hand and on order.
- d. Monthly report showing scheduled inspections of each unit in a Calendar format.
- e. Annual report showing the status of each units code mandated inspections.
- f. History report showing all work performed on any individual unit since commencement of the contract.
- g. History report showing the unit(s) with the most frequent non-routine work performed in order ranked by reason and frequency.
- h. History report of all Contractor personnel whom have worked on site.
- i. History report of Extra Work showing all work performed on any individual unit since commencement of the contract.
- j. History report showing the part(s) most frequently replaced in order ranked by reason and frequency.
- k. History report of injuries by unit.

As a minimum all reports shall track and contain the following information.

- a. First and last names and middle initials (if any), Employee ID, and contact number of all Contract personnel on work orders and team assignments.
- b. Month, date, year, and time in Eastern Standard, daylight savings, military time on all forms and printouts.
- c. Record of time arrived at location.
- d. Type of work being performed
- e. Specific work performed in a check format with areas for written information.
- f. The section and page of this contract the specific work is addressing.
- g. Operating condition of equipment at time of arrival and departure.
- h. Time of arrival and departure.
- i. Blank area for signature of service person.
- j. Name of Contractor or organization performing test.
- k. Address of the Contractor and facility being tested.
- l. Identification name/number, location and specific data of unit being tested or queried.
- m. Part identification, manufacture, where used, stored.
- n. Any injuries of personnel or patrons.

ATTACHMENT "F"
Schedules A-1 through A-4

South Wing Escalator Schedule A-1

Key

LDL = Long Distance Level

MC = Main Concourse (1st Floor)

SBL = Suburban Bus Level (3rd Floor)

SM = Subway Mezzanine

SC = Suburban Concourse (2nd Floor)

UBL = Upper Bus Level (4th Floor)

SS = Side by side

SA = Stand alone

Width* = at hip / stair width

+ = Information N/A

Reference Drawings

M/S #	Old #	Arranged	Width*	Rise	Interconnection				Intermediate			Floor Opening		Finished Width	Contract BT-150.001		Contract BT-5		Contract BT-190-007		Remarks
					Btm	Col	Btm Elev	Top	Col	Distance	Lower pit	Wp to Wp	Upper Pit		Dwg. No.	Sheets	Dwg. No.	Sheets	Dwg. No.	Sheets	
13	13	SA	48"/40"	11'-6"	LBL	E-27	314.5'	SM	E-28	N/A	5'-9 7/8"	21'-4 1/2"	9'-0 7/8"	5'-8"	60-0023F	1 to 4			N/A		Adj Fixed Stairs
14	14	SS 15	48"/40"	11'-6"	SM	F-27	330.0'	MC	F-29	N/A	6'-5 7/8"	19'-11"	8'-41/8"	11'-4"	60-0023F	1 to 4					
15	15	SS 14	48"/40"	11'-6"	SM	F-27	330.0'	MC	F-29	N/A	6'-5 7/8"	19'-11"	8'-41/8"	11'-4"	60-0023F	1 to 4					
16	16	SS 17	48"/40"	17'-2 1/4"	LBL	F-16	324.38'	MC	F-18	N/A	6'-6"	29'-9 1/4"	9'-1 1/4"	13'-8"	63-0014	1 to 3					
17	17	SS 16	48"/40"	17'-2 1/4"	LBL	F-16	324.38'	MC	F-18	N/A	6'-6"	29'-9 1/4"	9'-1 1/4"	13'-8"	63-0014	1 to 3					
18	18	SS 19	48"/40"	12' - 0"	LBL	FG-1a	331.5'	MC	FG-3	N/A	6'-6"	20'-9 3/8"	8'-4"	11'-6"	62-0027	1 to 4			1055		
19	19	SS 18	48"/40"	12'- 0"	LBL	FG-1a	331.5'	MC	FG-3	N/A	6'-6"	20'-9 3/8"	8'-4"	11'-6"	62-0027	1 to 4					Adj Fixed Stairs
20	20	SS 21	48"/40"	20'	MC	J-27	341.5'	SC	J-25	N/A	6'-5 7/8"	34'-7 11/16"	8'-4 1/8"	11'-4"	600023D	1 to 3					
21	21	SS 20	48"/40"	20'	MC	J-27	341.5'	SC	J-25	N/A	6'-5 7/8"	34'-7 11/16"	8'-4 1/8"	11'-4"	600023D	1 to 3					
23	23	SS 24	48"/40"	20'	MC	G-22	341.5'	SC	J-22	N/A	6'-5 7/8"	34'-7 11/16"	8'-4 1/8"	11'-10"	600023B&D	1 to 4				1053	Glass
24	24	SS 23	48"/40"	20'	MC	G-22	341.5'	SC	J-22	N/A	6'-5 7/8"	34'-7 11/16"	8'-4 1/8"	11'-10"	600023B&D	1 to 4				1055	Glass - Adj Fixed Stairs
25	25	SS 26	48"/40"	20'	MC	G-20	341.5'	SC	J-20	N/A	6'-5 7/8"	34'-7 11/16"	8'-4 1/8"	11'-10"	600023B&D	1 to 4				1055	Glass - Adj Fixed Stairs
26	26	SS 25	48"/40"	20'	MC	G-20	341.5'	SC	J-20	N/A	6'-5 7/8"	34'-7 11/16"	8'-4 1/8"	11'-10"	600023B&D	1 to 4				1053	Glass
28	28	SS 29	48"/40"	14'-5 5/8"	MC	G-11	344.72'	SC	J-11	N/A	6'-6 3/16"	25'-0 3/4"	9'-3"	11'-7"	600023A	1 to 3					Glass - Adj Fixed Stairs
29	29	SS 28	48"/40"	14'-5 5/8"	MC	G-11	344.72'	SC	J-11	N/A	6'-6 3/16"	25'-0 3/4"	9'-3"	11'-7"	600023A	1 to 3					Glass - Adj Fixed Stairs
30	30	SS 31	48"/40"	37'-0 3/16"	SC	J-27	361.43'	UBL	J-30	32'-7 7/8"	6'-5 11/16"	64'-1 3/8"	8'-3 15/16"	11'-6"+-1"	600023T	1 to 4					
31	31	SS 30	48"/40"	37'-0 3/16"	SC	J-27	361.43'	UBL	J-30	32'-7 7/8"	6'-5 11/16"	64'-1 3/8"	8'-3 15/16"	11'-6"+-1"	600023T	1 to 4					
70	70	SS 71	32"/24"	32'-3 9/16"	SC	G-8	359.203'	UBL	E-5	+	6'-5 3/8"	55'- 11 1/4"	8'-3 5/8"	8'-11"	600023P	1 to 3					
71	71	SS 70	32"/24"	32'-3 9/16"	SC	G-8	359.203'	UBL	F-5	+	6'-5 3/8"	55'- 11 1/4"	8'-3 5/8"	8'-11"	600023P	1 to 3					
176	176	Unloading	32"/24"	32'-0 3/4"	SC	L-9	360.56'	UBL	L-12	24'-1 3/4"	6'-5 7/8"	55'-6 3/8"	8'-4 5/16"	4'-4" +/-	600023Q						Bottom width varies
177	177	Unloading	32"/24"	34'-7 11/16"	SC	L-20	361.42'	UBL	L-22	43'-5 1/2"	6'-5 7/8"	60'- 0"	8'-4 1/8"	4'-4" +/-	600023R						Bottom width varies
178	178	Unloading	32"/24"	35'-4 3/8"	SC	L-23	361.445'	UBL	L-28	44'-5 3/8"	6'-5 7/8"	61'- 3 1/8"	8'-4 1/8"	4'-4" +/-	600023S						Bottom width varies
180	180	Unloading	32"/24"	16'-4 7/8"	SC	L-22	361.5'	SBL	L-24	N/A	6'-3"	28'- 4 7/8"	9'-5 1/2"	4'-4" +/-							Bottom width varies
200	50	Platform	32"/24"	16'-4 7/8"	SC	J-24	361.5'	SBL	J-22	N/A	6'-3"	28'- 4 7/8"	9'-5 1/2"	4'-8"			1:196:226	12			
201	51	Platform	32"/24"	16'-4 7/8"	SC	H-24	361.5'	SBL	H-22	N/A	6'-3"	28'- 4 7/8"	9'-5 1/2"	4'-8"			1:196:226	13			
202	52	Platform	32"/24"	16'-6 3/8"	SC	F-26	361.5'	SBL	F-24	N/A	6'-3"	28'- 4 7/8"	9'-5 1/2"	4'-8"			1:196:226	5			
203	53	Platform	32"/24"	16'-6 3/8"	SC	E-26	361.5'	SBL	E-24	N/A	6'-3"	28'- 7 3/8"	9'-5 1/2"	4'-8"			1:196:226	6			
204	54	Platform	32"/24"	16'-6 3/8"	SC	C-26	361.5'	SBL	C-24	N/A	6'-3 7/8"	28'- 7 3/8"	8'-4 1/8"	4'-4"	600023G	1 to 2					
206	153	Platform	32"/24"	33'-4 13/16"	SC	E-27	364.0'	UBL	E-24	23'-4 1/8"	6'-6"	57'- 1 7/8"	8'-4"	4'-4"	600023H	1 to 2					
207	154	Platform	32"/24"	33'- 0"	SC	D-27	364.0'	UBL	C-24	47'- 7 7/8"	6'-5 7/8"	57'- 1 7/8"	8'-4 1/8"	4'-4"	600023I	1 to 2					
208	155	Platform	32"/24"	32'-7 3/16"	SC	B-27	364.0'	UBL	B-24	46'-11 3/8"	6'-5 7/8"	57'- 1 7/8"	8'-4 1/8"	4'-4"	600023J	1 to 2					
210	60	Platform	32"/24"	16'-5 1/2"	SC	M-15	361.5'	SBL	M-13	N/A	6'-1"	28'- 6 1/8"	9'-5 1/2"	4'-8"			1:196:226	19			
211	61	Platform	32"/24"	16'-5 1/2"	SC	F-15	361.5'	SBL	F-13	N/A	6'-1"	28'- 6 1/8"	9'-5 1/2"	4'-8"			1:196:226	20			
212	62	Platform	32"/24"	16'-4 7/8"	SC	E-15	361.5'	SBL	E-18	N/A	6'-1"	28'- 4 7/8"	9'-5 1/2"	4'-8"			1:196:226	14			
213	63	Platform	32"/24"	16'-4 7/8"	SC	C-15	361.5'	SBL	C-18	N/A	6'-1"	28'- 4 7/8"	9'-5 1/2"	4'-8"			1:196:226	15			
214	64	Platform	32"/24"	16'-4 7/8"	SC	B-16	361.5'	SBL	B-18	N/A	6'-1"	28'- 4 7/8"	9'-5 1/2"	4'-8"			1:196:226	16			
220	163	Platform	32"/24"	33'-9 15/16"	SC	C-13	362.17'	UBL	C-16	49'-1 3/4"	6'-5 7/8"	58'-7 3/16"	8'-4 1/8"	4'-4"	600023K	1 to 2					
221	164	Platform	32"/24"	33'-5 13/16"	SC	B-13	362.17'	UBL	B-16	48'-5"	6'-5 7/8"	57'-11"	8'-4 1/8"	4'-4"	600023L	1 to 2					
222	172	Platform	32"/24"	30'-4 9/16"	SC	C-11	362.17'	UBL	C-8	44'-8 1/4"	6'-5 7/8"	52'-7 11/16"	8'-4 1/8"	4'-4"	600023M	1 to 2					
223	173	Platform	32"/24"	30'-9 3/8"	SC	B-11	362.17'	UBL	B-9	43'-9 3/4"	6'-5 7/8"	53'-3 3/4"	8'-4 1/8"	4'-4"	600023N	1 to 2					
224	174	Platform	32"/24"	30'-5 1/8"	SC	A-11	362.17"	UBL	A-9	24'-1 3/4"	6'-5 7/8"	52'-8 3/8"	8'-4 1/8"	4'-4"	600023O	1 to 2					
232	72	Platform	32"/24"	14'-8 3/8"	SC	C-8	359.25'	SBL	C-6	N/A	6'-3"	25'-5 1/2"	9'-5 1/2"	4'-8"			1:196:226	22			
233	73	Platform	32"/24"	14'-8 3/8"	SC	B-8	359.25'	SBL	B-6	N/A	6'-3"	25'-5 1/2"	9'-5 1/2"	4'-8"			1:196:226	23			
234	74	Platform	32"/24"	14'-9 1/8"	SC	A-8	359.25'	SBL	A-6	N/A	6'-3"	25'-6 3/4"	9'-5 1/2"	4'-8"			1:196:226	24			

South Wing Elevator Schedule A-2

Key

BL = Basement Level

2 = Suburban Concourse (2nd Floor)

6 = Middle Parking Level (6th Floor)

LL = Long Distance Level

3 = Suburban Bus Level (3rd Floor)

7 = Upper Parking Level (7th Floor)

X/F = Front Door **X/R** = Rear Door

SL = Subway Level Mezzanine

4 = Upper Bus Level (4th Floor)

PH = Pent House

***** = Speed in feet per minute +/- 5%

1 = Main Concourse (1st Floor)

5 = Lower Parking Level 5th Floor

SA = Stand alone

SS = Side by side

Elevator	Floors	Levels	Location	MER Room	Arranged	Mfg	Type	Car Doors	*Speed	Capacity	Contract
P-1	7	1,2,3,4,5,6,7	8th Ave	PH	SS P2	Titan/Mainco	Traction	Front	350 fpm	3,000 lb	BT-314
P-2	8	SL,1,2,3,4,5,6,7	8th Ave	SL	SS P1&P3	Titan/Mainco	Traction	Front	350 fpm	3,000 lb	BT-314
P-3	8	SL,1,2,3,4,5,6,7	8th Ave	SL	SS P2	Titan/Mainco	Traction	Front	350 fpm	3,000 lb	BT-314
P-8	5	BL,LL,1,2,4/R	9th Ave	BL	SA	Titan/Mainco	Traction	Front/Rear	200 fpm	2,000 lb	BT-314
P-9	3	BL,LL, 1	Police	BL	SA	Titan/Mainco	Traction	Front	150 fpm	2,500 lb	BT-314
F-11	5	B,LL/F,LL/R,1,2	9th Ave	3	SA	Titan/Mainco	Traction	Front/Rear	200 fpm	2,500 lb	BT-314
Material Lift	1	B,LL	Basement	Bottom Pit	SA	Joyce	Hydraulic	N/A		10,000 lb	BT-298

North Wing Escalator Schedule A-3

Key

LDL = Long Distance Level
MC = Main Concourse (1st Floor)
SBL = Suburban Bus Level (3rd Floor)

SM = Subway Mezzanine
SC = Suburban Concourse (2nd Floor)

SS = Side by side
Width* = at hip / stair width

Refrence Drawings

Contract

M/S #	Old #	Arranged	Width*	Rise	Interconnection			Top	Col	Floor Opening			Finished Width	BT-190-007		Remarks
					Btm	Col	Btm Elev			Lower pit	Wp to Wp	Upper Pit		Dwg. No.	Sheets	
1	B-1	SS 2	48°/40°	19'- 5"	LDL	HH-61	308'-9 1/2"	SM	HH-62	5'-9 7/8"	33'-7 9/16"	9'-0 1/8"	5'-8"	1002	1053	Adj Fixed Stairs
2	B-2	SS 1	48°/40°	19'- 5"	LDL	FF-61	308'-9 1/2"	SM	FF-62	5'-9 7/8"	33'-7 9/16"	9'-0 1/8"	5'-8"	1002	1053	Adj Fixed Stairs
3	S-3	SS 4	48°/40°	14'- 9 1/2"	SM	FF-62	328'-2 1/2"	MC	FF-61	5'-9 7/8"	25'-7 7/16"	9'-0 1/8"	5'-8"	1006	1053	Glass - Opp Fixed Stairs
4	S-4	SS 3	48°/40°	14'- 9 1/2"	SM	HH-62	328'-2 1/2"	MC	HH-61	5'-9 7/8"	25'-7 7/16"	9'-0 1/8"	5'-8"	1006	1053	Glass - Opp Fixed Stairs
5	1-1	SS 6	48°/40°	18'- 6"	MC	FF-57	343'-0"	SC	FF-56	5'-9 7/8"	32'-0 1/2"	9'-0 1/8"	5'-8"	1005	1055	Adj Fixed Stairs
6	1-2	SS 5	48°/40°	18'- 6"	MC	FF-57	343'-0"	SC	FF-56	5'-9 7/8"	32'-0 1/2"	9'-0 1/8"	5'-8"	1005	1055	
7	1-3	SS 8	48°/40°	18'- 6"	MC	HH-63	343'-0"	SC	MM-61	5'-9 7/8"	32'-0 1/2"	9'-0 1/8"	5'-8"	1006	1052	Adj Fixed Stairs
8	1-4	SS 7	48°/40°	18'- 6"	MC	HH-63	343'-0"	SC	MM-61	5'-9 7/8"	32'-0 1/2"	9'-0 1/8"	5'-8"	1006	1052	Adj Fixed Stairs
9	2-1	SS 10	48°/40°	16'- 6"	SC	KK-63	361'-6"	SB	HH-63	5'-9 7/8"	28'-6 15/16"	9'-0 1/8"	5'-8"	1008	1056	Adj Fixed Stairs
10	2-3	SS 9	48°/40°	16'- 6"	SC	KK-63	361'-6"	SB	HH-64	5'-9 7/8"	28'-6 15/16"	9'-0 1/8"	5'-8"	1008	1056	Adj Fixed Stairs

North Wing Elevator Schedule A-4

Key
BL = Basement Level **LL** = Long Distance Level **SL** = Subway Level Mezzanine **1** = Main Concourse (1st Floor)
2 = Suburban Concourse (2nd Floor) **3** = Suburban Bus Level (3rd Floor) **4** = Upper Bus Level (4th Floor) **5** = Lower Parking Level 5th Floor
6 = Middle Parking Level (6th Floor) **7** = Upper Parking Level (7th Floor) **PH** = Pent House **SA** = Stand alone
/F = Front Door **/R** = Rear Door ***** = Speed in feet per minute +/- 5% **SS** = Side by side

Elevator	Floors	Levels	Location	MER Room	Arranged	Mfg	Type	Car Doors	*Speed	Capacity	Contract
P-4	4	1/F/R,2/F/R,3,4	Air Trans	5	SS P5	Dover	Traction	Front/Rear	200 fpm	6,000 lb	BT-314
P-5	4	1/F/R,2/F/R,3,4	Air Trans	5	SS P4	Dover	Traction	Front/Rear	200 fpm	6,000 lb	BT-314
P-6	7	LL,SL,1,2,3,4,5	Concourse	PH	SS P7	Dover	Traction	Front	350 fpm	3,000 lb	BT-314
P-7	7	LL,SL,1,2,3,4,5	Concourse	PH	SS P6	Dover	Traction	Front	350 fpm	3,000 lb	BT-314
F-12	6	BL,LL,1,2,3,4	Near P-6&7	5	SA	Dover	Traction	Front	200 fpm	4,000 lb	BT-314
F-13	6	BL,LL,1,2,3,4	N/W Corridor	5	SS F14	Dover	Traction	Front	200 fpm	4,000 lb	BT-314
F-14	6	BL,LL,1,2,3,4	N/W Corridor	5	SS F13	Dover	Traction	Front	200 fpm	4,000 lb	BT-314

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STANDARD CONTRACT TERMS AND CONDITIONS

PART I GENERAL DEFINITIONS

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

Authority or Port Authority - shall mean the Port Authority of New York and New Jersey.

Contract, Document or Agreement - shall mean the writings setting forth the scope, terms, conditions and Specifications for the procurement of Goods and/or Services, as defined hereunder and shall include, but not be limited to: Invitation for Bid (IFB), Request for Quotation (RFQ), Request for Proposal (RFP), Purchase Order (PO), Cover Sheet, executed Signature Sheet, AND PRICING SHEETS with Contract prices inserted, "STANDARD CONTRACT TERMS AND CONDITIONS," and, if included, attachments, endorsements, schedules, exhibits, or drawings, the Authority's acceptance and any written addenda issued over the name of the Authority's Manager, Purchasing Services Division.

Days or Calendar Days - shall mean consecutive calendar days, Saturdays, Sundays, and holidays, included.

Week - unless otherwise specified, shall mean seven (7) consecutive calendar days, Saturdays, Sundays, and holidays.

Month - unless otherwise specified, shall mean a calendar month.

Director - shall mean the Director of the Department which operates the facility of the Port Authority at which the services hereunder are to be performed, for the time being, or his/her successor in duties for the purpose of this Contract, acting personally or through one of his/her authorized representatives for the purpose of this Contract.

Manager - shall mean the Manager of the Facility for the time being or his successor in duties for the purpose of this Contract, acting personally or through his duly authorized representative for the purpose of this Contract.

No person shall be deemed a representative of the Director or Manager except to the extent specifically authorized in an express written notice to the Contractor signed by the Director or Manager, as the case may be. Further, no person shall be deemed a successor in duties of the Director unless the Contractor is so notified in writing signed by the Authority's Manager, Purchasing Services Division. No person shall be deemed a successor in duties of the Manager unless the Contractor is so notified in a writing signed by the Director.

Minority Business Enterprise (MBE) - shall mean a business entity which is at least 51% owned and controlled by one or more members of one or more minority groups, or, in the case of a publicly held corporation, at least 51% of the stock of which is owned by one or more minority groups, and whose management and daily business operations are controlled by one or more such individuals who are citizens or permanent resident aliens.

"Minority Group" means any of the following racial or ethnic groups:

- (a) Black persons having origins in any of the Black African racial groups not of Hispanic origin;
- (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race;
- (c) Asian and Pacific Islander persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands;

- (d) Native American or Alaskan native persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

Site of the Work - or words of similar import shall mean the Facility and all buildings and properties associated therewith as described in this Contract.

Small Business Enterprise (SBE) - The criteria for a Small Business Enterprise are:

- o The principal place of business must be located in New York or New Jersey;
- o The firm must have been in business for at least three years with activity;
- o Average gross income limitations by industry as established by the Port Authority.

Subcontractor - shall mean anyone who performs work (other than or in addition to the furnishing of materials, plant or equipment) in connection with the services to be provided hereunder, directly or indirectly for or on behalf of the Contractor (and whether or not in privity of contract with the Contractor), but shall not include any person who furnished merely his own personal labor or his own personal services. "Subcontractor", however, shall exclude the Contractor or any subsidiary or parent of the Contractor or any person, firm or corporation which has a substantial interest in the Contractor or in which the Contractor or the parent or the subsidiary of the Contractor, or an officer or principal of the Contractor or of the parent of the subsidiary of the Contractor has a substantial interest, provided, however, that for the purpose of the clause hereof entitled "Assignments and Subcontracts" the exclusion in this paragraph shall not apply to anyone but the Contractor itself.

Women-Owned Business Enterprise (WBE) - shall mean a business enterprise which is at least 51% owned by one or more women, or, in the case of a publicly held corporation, at least 51% of the stock of which is owned by one or more women and whose management and daily business operations are controlled by one or more women who are citizens or permanent or resident aliens.

Work - shall mean all services, equipment and materials (including materials and equipment, if any, furnished by the Authority) and other facilities and all other things necessary or proper for, or incidental to the services to be performed or goods to be furnished in connection with the service to be provided hereunder.

PART II GENERAL PROVISIONS

1. Facility Rules and Regulations of The Port Authority

- a. The Contractor shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the facility Rules and Regulations of the Port Authority now in effect, and such further reasonable Rules and Regulations which may from time to time during the term of this Agreement be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance and efficient operation of the Facility. The Port Authority agrees that, except in case of emergency, it shall give notice to the Contractor of every Rule and Regulation hereafter adopted by it at least five days before the Contractor shall be required to comply therewith.
- b. A copy of the facility Rules and Regulations of the Port Authority shall be available for review by the Contractor at the Office of the Secretary of the Port Authority.

2. Contractor Not An Agent

This Agreement does not constitute the Contractor the agent or representative of the Port Authority for any

purpose whatsoever except as may be specifically provided in this Agreement. It is hereby specifically acknowledged and understood that the Contractor, in performing its services hereunder, is and shall be at all times an independent Contractor and the officers, agents and employees of the Contractor shall not be or be deemed to be agents, servants or employees of the Port Authority.

3. Contractor's Warranties

The Contractor represents and warrants:

- a. That it is financially solvent, that it is experienced in and competent to perform the requirements of this Contract, that the facts stated or shown in any papers submitted or referred to in connection with the solicitation are true, and, if the Contractor be a corporation, that it is authorized to perform this Contract;
- b. That it has carefully examined and analyzed the provisions and requirements of this Contract, and that from its own investigations it has satisfied itself as to the nature of all things needed for the performance of this Contract, the general and local conditions and all other matters which in any way affect this Contract or its performance, and that the time available to it for such examination, analysis, inspection and investigation was adequate;
- c. That the Contract is feasible of performance in accordance with all its provisions and requirements and that it can and will perform it in strict accordance with such provisions and requirements;
- d. That no Commissioner, officer, agent or employee of the Port Authority is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder;
- e. That, except only for those representations, statements or promises expressly contained in this Contract, no representation, statement or promise, oral or in writing, of any kind whatsoever by the Port Authority, its Commissioners, officers, agents, employees or consultants has induced the Contractor to enter into this Contract or has been relied upon by the Contractor, including any with reference to: (1) the meaning, correctness, suitability, or completeness of any provisions or requirements of this Contract; (2) the nature, quantity, quality or size of the materials, equipment, labor and other facilities needed for the performance of this Contract; (3) the general or local conditions which may in any way affect this Contract or its performance; (4) the price of the Contract; or (5) any other matters, whether similar to or different from those referred to in (1) through (4) immediately above, affecting or having any connection with this Contract, the bidding thereon, any discussions thereof, the performance thereof or those employed therein or connected or concerned therewith.

Moreover, the Contractor accepts the conditions at the Site of the Work as they may eventually be found to exist and warrants and represents that it can and will perform the Contract under such conditions and that all materials, equipment, labor and other facilities required because of any unforeseen conditions (physical or otherwise) shall be wholly at its own cost and expense, anything in this Contract to the contrary notwithstanding.

Nothing in the Specifications or any other part of the Contract is intended as or shall constitute a representation by the Port Authority as to the feasibility of performance of this Contract or any part thereof.

The Contractor further represents and warrants that it was given ample opportunity and time and by means of this paragraph was requested by the Port Authority to review thoroughly all documents forming this Contract prior to opening of Bids on this Contract in order that it might request inclusion in this Contract of any statement, representation, promise or provision which it desired or on which it wished to place reliance; that it did so review said documents, that either every such statement, representation, promise or provision has been included in this Contract or else, if omitted, that it expressly relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Contract without claiming reliance thereon or making any other claim on account of such omission.

The Contractor further recognizes that the provisions of this numbered clause (though not only such provisions) are essential to the Port Authority's consent to enter into this Contract and that without such provisions, the Authority would not have entered into this Contract.

4. Personal Non-Liability

Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Contractor with any liability, or held personally liable to the Contractor under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach, thereof.

5. Equal Employment Opportunity, Affirmative Action, Non-Discrimination

- a. The Contractor is advised to ascertain and comply with all applicable federal, State and local statutes, ordinances, rules and regulations and, federal Executive Orders, pertaining to equal employment opportunity, affirmative action, and non-discrimination in employment.
- b. Without limiting the generality of any other term or provision of this Contract, in the event of the Contractor's non-compliance with the equal opportunity and non-discrimination clause of this Contract, or with any of such statutes, ordinances, rules, regulations or Orders, this Contract may be cancelled, terminated or suspended in whole or in part.

6. Rights and Remedies of the Port Authority

The Port Authority shall have the following rights in the event the Contractor is deemed guilty of a breach of any term whatsoever of this Contract:

- a. The right to take over and complete the Work or any part thereof as agent for and at the expense of the Contractor, either directly or through others.
- b. The right to cancel this Contract as to any or all of the Work yet to be performed.
- c. The right to specific performance, an injunction or any appropriate equitable remedy.
- d. The right to money damages.

For the purpose of this Contract, breach shall include but not be limited to the following, whether or not the time has yet arrived for performance of an obligation under this Contract: a statement by the Contractor to any representative of the Port Authority indicating that the Contractor cannot or will not perform any one or more of its obligations under this Contract; any act or omission of the Contractor or any other occurrence which makes it improbable at the time that it will be able to perform any one or more of its obligations under this Contract; any suspension of or failure to proceed with any part of the Work by the Contractor which makes it improbable at the time that it will be able to perform any one or more of its obligations under this Contract.

The enumeration in this numbered clause or elsewhere in this Contract of specific rights and remedies of the Port Authority shall not be deemed to limit any other rights or remedies which the Authority would have in the absence of such enumeration; and no exercise by the Authority of any right or remedy shall operate as a waiver of any other of its rights or remedies not inconsistent therewith or to estop it from exercising such other rights or remedies.

7. Rights and Remedies of the Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract which may be committed by the Port Authority, the Contractor expressly agrees that no default, act or omission of the Port Authority shall constitute a material breach of this Contract, entitling the Contractor to cancel or rescind this Contract or to suspend or abandon performance.

8. Submission To Jurisdiction

The Contractor hereby irrevocably submits itself to the jurisdiction of the Courts of the State of New York and New Jersey, in regard to any controversy arising out of, connected with, or in any way concerning this Contract.

The Contractor agrees that the service of process on the Contractor in relation to such jurisdiction may be

made, at the option of the Port Authority, either by registered or certified mail addressed to it at the address of the Contractor indicated on the signature sheet, or by actual personal delivery to the Contractor, if the Contractor is an individual, to any partner if the Contractor be a partnership or to any officer, director or managing or general agent if the Contractor be a corporation.

Such service shall be deemed to be sufficient when jurisdiction would not lie because of the lack of basis to serve process in the manner otherwise provided by law. In any case, however, process may be served as stated above whether or not it might otherwise have been served in a different manner.

9. Harmony

- a. The Contractor shall not employ any persons or use any labor, or use or have any equipment, or permit any condition to exist which shall or may cause or be conducive to any labor complaints, troubles, disputes or controversies at the Facility which interfere or are likely to interfere with the operation of the Port Authority or with the operations of lessees, licensees or other users of the Facility or with the operations of the Contractor under this Contract.

The Contractor shall immediately give notice to the Port Authority (to be followed by written notices and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof. The Contractor shall use its best efforts to resolve any such complaint, trouble, dispute or controversy. If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Contractor at the Facility or against any operations of the Contractor under this Contract, whether or not caused by the employees of the Contractor, and if any of the foregoing, in the opinion of the Port Authority, results or is likely to result in any curtailment or diminution of the services to be performed hereunder or to interfere with or affect the operations of the Port Authority, or to interfere with or affect the operations of lessees, licensees, or other users of the Facility or in the event of any other cessation or stoppage of operations by the Contractor hereunder for any reason whatsoever, the Port Authority shall have the right at any time during the continuance thereof to suspend the operations of the Contractor under this Contract, and during the period of the suspension the Contractor shall not perform its services hereunder and the Port Authority shall have the right during said period to itself or by any third person or persons selected by it to perform said services of the Contractor using the equipment which is used by the Contractor in its operations hereunder as the Port Authority deems necessary and without cost to the Port Authority. During such time of suspension, the Contractor shall not be entitled to any compensation. Any flat fees, including management fees, shall be prorated. Prior to the exercise of such right by the Port Authority, it shall give the Contractor notice thereof, which notice may be oral. No exercise by the Port Authority of the rights granted to it in the above subparagraph shall be or be deemed to be a waiver of any rights of termination or revocation contained in this Contract or a waiver of any rights or remedies which may be available to the Port Authority under this Contract or otherwise.

- b. During the time that the Contractor is performing the Contract, other persons may be engaged in other operations on or about the worksite including Facility operations, pedestrian, bus and vehicular traffic and other Contractors performing at the worksite, all of which shall remain uninterrupted.

The Contractor shall so plan and conduct its operations as to work in harmony with others engaged at the site and not to delay, endanger or interfere with the operation of others (whether or not specifically mentioned above), all to the best interests of the Port Authority and the public as may be directed by the Port Authority.

10. Claims of Third Persons

The Contractor undertakes to pay all claims lawfully made against it by subcontractors, suppliers and workers, and all claims lawfully made against it by other third persons arising out of or in connection with

or because of the performance of this Contract and to cause all subcontractors to pay all such claims lawfully made against them.

11. No Third Party Rights

Nothing contained in this Contract is intended for the benefit of third persons, except to the extent that the Contract specifically provides otherwise by use of the words "benefit" or "direct right of action."

12. Provisions of Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included therein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

13. Costs Assumed By The Contractor

It is expressly understood and agreed that all costs of the Contractor of whatever kind or nature and whether imposed directly upon the Contractor under the terms and provisions hereof or in any other manner whatsoever because of the requirements of the operation of the service or otherwise under this Agreement shall be borne by the Contractor or without compensation or reimbursement from the Port Authority, except as specifically set forth in this Agreement. The entire and complete cost and expense of the Contractor's services and operations hereunder shall be borne solely by the Contractor and under no circumstances shall the Port Authority be liable to any third party (including the Contractor's employees) for any such costs and expenses incurred by the Contractor and under no circumstances shall the Port Authority be liable to the Contractor for the same, except as specifically set forth in this Section.

14. Default, Revocation or Suspension of Contract

a. If one or more of the following events shall occur:

1. If fire or other cause shall destroy all or a substantial part of the Facility.
2. If any governmental agency shall condemn or take a temporary or permanent interest in all or a substantial part of the Facility, or all of a part of the Port Authority's interest herein;

then upon the occurrence of such event or at any time thereafter during the continuance thereof, the Port Authority shall have the right on twenty-four (24) hours written notice to the Contractor to revoke this Contract, such revocation to be effective upon the date and time specified in such notice.

In such event this Contract shall cease and expire on the effective date of revocation as if said date were the date of the expiration of this Contract. Such revocation shall not, however, relieve the Contractor of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

b. If one or more of the following events shall occur:

1. The Contractor shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or of any State thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all its property; or
2. By order or decree of a court the Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors, or, if the Contractor is a corporation,

by any of the stockholders of the Contractor, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any State thereof; or

3. A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against the Contractor and shall not be dismissed within thirty (30) days after the filing thereof; or
4. The interest of the Contractor under this Contract shall be transferred to, passed to or devolve upon, by operation of law or otherwise, any other person, firm or corporation, or
5. The Contractor, if a corporation, shall, without the prior written approval of the Port Authority, become a surviving or merged corporation in a merger, a constituent corporation in a consolidation, or a corporation in dissolution; or
6. If the Contractor is a partnership, and the said partnership shall be dissolved as the result of any act or omission of its copartners or any of them, or by operation of law or the order or decree of any court having jurisdiction, or for any other reason whatsoever; or
7. By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Contractor and such possession or control of all or substantially all of the property of the Contractor and shall continue in effect for a period of fifteen (15) days;

then upon the occurrence of any such event or at any time thereafter during the continuance thereof, the Port Authority shall have the right upon five (5) days notice to the Contractor to terminate this Contract and the rights of the Contractor hereunder; termination to be effective upon the date and time specified in such notice as if said date were the date of the expiration of this Contract. Termination shall not relieve the Contractor of any liabilities or obligations hereunder which have accrued on or prior to the effective date of termination.

c. If any of the following shall occur:

1. The Contractor shall cease, abandon any part of the service, desert, stop or discontinue its services in the premises for any reason whatsoever and regardless of the fault of the Contractor; or
2. The Contractor shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in this Contract on its part to be kept, performed or observed, within five (5) days after receipt of notice of default thereunder from the Port Authority (except where fulfillment of its obligations requires activity over a greater period of time, and the Contractor shall have commenced to perform whatever may be required for fulfillment within five (5) days after receipt of notice and continues such performance without interruption except for causes beyond its control);

then upon the occurrence of any such event or during the continuance thereof, the Port Authority shall have the right on twenty four (24) hours notice to the Contractor to terminate this Contract and the rights of the Contractor hereunder, termination to be effective upon the date and time specified in such notice. Termination shall not relieve the Contractor of any liabilities which shall have accrued on or prior to the effective date of termination.

d. If any of the events enumerated in this Section shall occur prior to commencement date of this Contract the Port Authority upon the occurrence of any such event or any time thereafter during the continuance thereof by twenty-four (24) hours notice may terminate or suspend this Contract and the rights of the Contractor hereunder, such termination or suspension to be effective upon the date specified in such notice.

- e. No payment by the Port Authority of any monies to the Contractor for any period or periods after default of any of the terms, covenants or conditions hereof to be performed, kept and observed by the Contractor and no act or thing done or omitted to be done by the Port Authority shall be deemed to be a waiver of the right of the Port Authority to terminate this Contract or of any other right or remedies to which the Port Authority may be entitled because of any breach thereof. No waiver by the Port Authority of any default on the part of the Contractor in the performance of any of the terms, covenants and conditions hereof to be performed, kept or observed by the Contractor shall be or be construed to be a waiver by the Port Authority of any other subsequent default in the performance of any of the said terms, covenants and conditions.
- f. In addition to all other rights of revocation or termination hereunder and notwithstanding any other provision of this Contract the Port Authority may terminate this Contract and the rights of the Contractor hereunder without cause at any time upon five (5) days written notice to the Contractor and in such event this Contract shall cease and expire on the date set forth in the notice of termination as fully and completely as though such dates were the original expiration date hereof and if such effective date of termination is other than the last day of the month, the amount of the compensation due to the Contractor from the Port Authority shall be prorated when applicable on a daily basis. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions already performed but no allowance shall be made for anticipated profits.
- g. Any right of termination contained in this paragraph, shall be in addition to and not in lieu of any and all rights and remedies that the Port Authority shall have at law or in equity consequent upon the Contractor's breach of this Contract and shall be without prejudice to any and all such other rights and remedies. It is hereby specifically agreed and understood that the exercise by the Port Authority of any right of termination set forth in this paragraph shall not be or be deemed to be an exercise by the Port Authority of an election of remedies so as to preclude the Port Authority from any right to money damages it may have for the period prior to the effective date of termination to the original expiration date of the Contract, and this provision shall be deemed to survive the termination of this Contract as aforesaid.
- h. If (1) the Contractor fails to perform any of its obligations under this Contract or any other agreement between the Port Authority and the Contractor (including its obligation to the Port Authority to pay any claim lawfully made against it by any supplier, subcontractor or worker or other person which arises out of or in connection with the performance of this Contract or any other agreement with the Port Authority) or (2) any claim (just or unjust) which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor is made against the Port Authority or (3) any subcontractor under this Contract or any other agreement between the Port Authority and the Contractor fails to pay any claims lawfully made against it by any supplier, subcontractor, worker or other third person which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor or if in the opinion of the Port Authority any of the aforesaid contingencies is likely to arise, then the Port Authority shall have the right, in its discretion, to withhold out of any payment (final or otherwise) such sums as the Port Authority may deem ample to protect it against delay or loss or to assure the payment of just claims of third persons, and to apply such sums in such manner as the Port Authority may deem proper to secure such protection or satisfy such claims. All sums so applied shall be deducted from the Contractor's compensation. Omission by the Port Authority to withhold out of any payment, final or otherwise, a sum for any of the above contingencies, even though such contingency has occurred at the time of such payment, shall not be deemed to indicate that the Port Authority does not intend to exercise its right with respect to such contingency. Neither the above provisions for rights of the Port Authority to withhold and apply monies nor any exercise or attempted exercise of, or omission to exercise, such rights by the Port Authority shall create any obligation of any kind to such supplier, subcontractors, worker or other third persons. If, however, the payment of any amount due the Contractor shall be improperly delayed, the Port

Authority shall pay the Contractor interest thereon at the rate of 6% per annum for the period of the delay, it being agreed that such interest shall be in lieu of and in liquidation of any damages to the Contractor because of such delay.

- i. If the Port Authority has paid any sum or has incurred any obligation or expense which the Contractor has agreed to pay or reimburse the Port Authority, or if the Port Authority is required or elects to pay any sum or sums or incurs any obligations or expense by reason of the failure, neglect or refusal of the Contractor to perform or fulfill any one or more of the conditions, covenants, or agreements contained in this Contract, or as a result of an act of omission of the Contractor contrary to the said conditions, covenants and agreements, the Contractor shall pay to the Port Authority the sum or sums so paid or expense so incurred, including all interests, costs and damages, promptly upon the receipt of the Port Authority's statement therefore. The Port Authority may, however, in its discretion, elect to deduct said sum or sums from any payment payable by it to the Contractor.
- j. If the Port Authority pays any installment to the Contractor without reducing said installment as provided in this Contract, it may reduce any succeeding installment by the proper amount, or it may bill the Contractor for the amount by which the installment paid should have been reduced and the Contractor shall pay to the Port Authority any such amount promptly upon receipt of the Port Authority's statement therefore.
- k. The Port Authority shall also have the rights set forth above in the event the Contractor shall become insolvent or bankrupt or if his affairs are placed in the hands of a receiver, trustee or assignee for the benefit of creditors.

15. Sales or Compensating Use Taxes

Purchases of services and tangible personal property by the Port Authority in the States of New York and New Jersey are generally exempt from state and local sales and compensating use taxes, and from most federal excises (Taxes). Therefore, the Port Authority's purchase of the Contractor's services under this Contract is exempt from Taxes. Accordingly, the Contractor must not include Taxes in the price charged to the Port Authority for the Contractor's services under this Contract. The Contractor certifies that there are no such taxes included in the prices for this Contract. The Contractor shall retain a copy of this Contract to substantiate the exempt sale.

The compensation set forth in this Agreement is the complete compensation to the Contractor, and the Port Authority will not separately reimburse the Contractor for any taxes unless specifically set forth in this Agreement.

16. No Estoppel or Waiver

The Port Authority shall not be precluded or estopped by any payment, final or otherwise, issued or made under this Contract, from showing at any time the true amount and character of the services performed, or from showing that any such payment is incorrect or was improperly issued or made; and the Port Authority shall not be precluded or estopped, notwithstanding any such payment, from recovering from the Contractor any damages which it may sustain by reason of any failure on its part to comply strictly with this Contract, and any moneys which may be paid to it or for its account in excess of those to which it is lawfully entitled.

No cancellation, rescission or annulment hereof, in whole or as to any part of the services to be provided hereunder, or because of any breach hereof, shall be deemed a waiver of any money damages to which the Port Authority may be entitled because of such breach. Moreover, no waiver by the Authority of any breach of this Contract shall be deemed to be a waiver of any other or any subsequent breach.

17. Records and Reports

The Contractor shall set up, keep and maintain (and shall cause its subcontractors to set up, keep and

maintain) in accordance with generally accepted accounting practice during the term of this Agreement and any extensions thereof and for three years after the expiration, termination or revocation thereof, records, payroll records and books of account (including, but not limited to, records of original entry and daily forms, payroll runs, cancelled checks, time records, union agreements, contracts with health, pension and other third party benefit providers) recording all transactions of the Contractor (and its subcontractors), at, through or in any way connected with or related to the operations of the Contractor (and its subcontractors) hereunder, including but not limited to all matters relating to the charges payable to the Contractor hereunder, all wages and supplemental benefits paid or provided to or for its employees (and its subcontractors' employees) and such additional information as the Port Authority may from time to time and at any time require, and also including, if appropriate, recording the actual number of hours of service provided under the Contract, and keeping separate records thereof which records and books of account shall be kept at all times within the Port District. The Contractor shall permit (and cause its subcontractors to permit) in ordinary business hours during the term of this Agreement including any extensions thereof and for three years thereafter the examination and audit by the officers, employees and representatives of the Port Authority of such records and books of account and also any records and books of account of any company which is owned or controlled by the Contractor, or which owns or controls the Contractor if said company performs services similar to those performed by the Contractor anywhere in the Port District. However, if within the aforesaid three year period the Port Authority has notified the Contractor in writing of a pending claim by the Port Authority under or in connection with this Contract to which any of the aforesaid records and documents of the Contractor or of its subcontractors relate either directly or indirectly, then the period of such right of access shall be extended to the expiration of six years from the date of final payment with respect to the records and documents involved.

Upon request of the Port Authority, the Contractor shall furnish or provide access to the federal Form I-9 (Employment Eligibility Verification) for each individual performing work under this Contract. This includes citizens and noncitizens.

The Contractor (and its subcontractors) shall, at its own expense, install, maintain and use such equipment and devices for recording the labor hours of the service as shall be appropriate to its business and necessary or desirable to keep accurate records of the same and as the general manager or the Facility Manager may from time to time require, and the Contractor (and its subcontractors) shall at all reasonable times allow inspection by the agents and employees of the Port Authority of all such equipment or devices.

- a. The Contractor hereby further agrees to furnish to the Port Authority from time to time such written reports in connection with its operations hereunder as the Port Authority may deem necessary or desirable. The format of all forms, schedules and reports furnished by the Contractor to the Port Authority shall be subject to the continuing approval of the Port Authority.
- b. No provision in this Contract giving the Port Authority a right of access to records and documents is intended to impair or affect any right of access to records and documents which they would have in the absence of such provision. Additional record keeping may be required under other sections of this Contract.

18. General Obligations

- a. Except where expressly required or permitted herein to be oral, all notices, requests, consents and approvals required to be given to or by either party shall be in writing and all such notices, requests, consents and approvals shall be personally delivered to the other party during regular business hours or forwarded to such party by United States certified mail, return receipt requested, addressed to the other party at its address hereinbefore or hereafter provided. Until further notice the Contractor hereby designates the address shown on the bottom of the Contractors Signature Sheet as their address to which such notices, requests, consents, or approvals may be forwarded. All notices, requests, consents, or approvals of the Contractor shall be forwarded to the Manager at the Facility.

- b. The Contractor shall comply with the provisions of all present and future federal, state and municipal laws, rules, regulations, requirements, ordinances, orders and directions which pertain to its operations under this Contract and which affect the Contract or the performance thereof and those engaged therein as if the said Contract were being performed for a private corporation, except where stricter requirements are contained in the Contract in which case the Contract shall control. The Contractor shall procure for itself all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Contractor's operations hereunder which may be necessary for the Contractor's operations. The Contractor's obligation to comply with governmental requirements are not to be construed as a submission by the Port Authority to the application to itself of such requirements.
- c. The Contractor shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed on its property or operations hereunder or income therefrom, and shall make all applications, reports and returns required in connection therewith.
- d. The Contractor shall, in conducting its operations hereunder, take all necessary precautions to protect the general environment and to prevent environmental pollution, contamination, damage to property and personal injury. In the event the Contractor encounters material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or any other hazardous material, in conducting its operations hereunder, the Contractor shall immediately stop Work in the area affected and report the condition in writing to the Manager. Work in the affected area shall not thereafter be resumed by the Contractor except upon the issuance of a written order to that effect from the Manager.
- e. The Contractor shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, standard orders and directions of the American Insurance Association, the Insurance Services Office, National Fire Protection Association, and any other body or organization exercising similar functions which may pertain or apply to the Contractor's operations hereunder.

The Contractor shall not do or permit to be done any act which:

- 1. will invalidate or be in conflict with any fire insurance policies covering the Facility or any part thereof or upon the contents of any building thereon; or
 - 2. will increase the rate of any fire insurance, extended coverage or rental insurance on the Facility or any part thereof or upon the contents of any building thereon; or
 - 3. in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risk normally attendant upon the operations contemplated by this Contract; or
 - 4. may cause or produce in the premises, or upon the Facility any unusual, noxious or objectionable smoke, gases, vapors, odors; or
 - 5. may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Facility; or
 - 6. shall constitute a nuisance in or on the Facility or which may result in the creation, commission or maintenance of a nuisance in or on the Facility.
- f. If by reason of the Contractor's failure to comply with the provisions of this Section and provided the Port Authority has given the Contractor five (5) days written notice of its failure and the Contractor shall not have cured said failure within said five (5) days, any fire insurance, extended coverage or rental insurance rate on the Facility or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Contractor shall on demand pay the Port Authority that part of all fire insurance, extended coverage or rental insurance premiums paid or payable by the Port Authority which shall have been charged because of such violations by the Contractor.
 - g. The Contractor shall conduct its operations hereunder so as not to endanger, unreasonably interfere with, or delay the operations or activities of any tenants or occupants on the premises or the Facility and, moreover, shall use the same degree of care in performance on the premises as would be required by law of the Port Authority and shall conduct operations hereunder in a courteous, efficient and safe

manner.

- h. The Contractor shall provide such equipment and medical facilities as may be necessary to supply first aid service in case of accidents to its personnel who may be injured in the furnishing of service hereunder. The Contractor shall maintain standing arrangements for the removal and hospital treatment of any of its personnel who may be injured.

19. Assignments and Subcontracting

- a. The Contractor shall not sell, transfer, mortgage, pledge, subcontract or assign this Contract or any part thereof or any of the rights granted hereunder or any moneys due or to become due to it hereunder or enter into any contract requiring or permitting the doing of anything hereunder by an independent Contractor, without the prior written approval of the Port Authority, and any such sale, transfer, mortgage, pledge, subcontract, assignment or contract without such prior written approval shall be void as to the Port Authority.
- b. All subcontractors who provide permanent personnel to the Contractor for work under this Contract shall be given written notice to comply with all requirements of the Contract. The Contractor shall be responsible and liable for the performance and acts of each subcontractor.
- c. All persons to whom the Contractor sublets services shall be deemed to be its agents and no subletting or approval thereof shall be deemed to release this Contractor from its obligations under this Contract or to impose any obligations on the Port Authority to such subcontractor or to give the subcontractor any rights against the Port Authority.

20. Indemnification and Risks Assumed By The Contractor

To the extent permitted by law, the Contractor shall indemnify and hold harmless the Port Authority, its Commissioners, officers, representatives and employees from and against all claims and demands, just or unjust, of third persons (including Contractor's employees, employees, officers, and agents of the Port Authority) arising out of or in any way connected or alleged to arise out of or alleged to be in any way connected with the Contract and all other services and activities of the Contractor under this Contract and for all expenses incurred by it and by them in the defense, settlement or satisfaction thereof, including without limitation thereto, claims and demands for death, for personal injury or for property damage, direct or consequential, whether they arise from the acts or omissions of the Contractor, the Port Authority, third persons (including Contractor's employees, employees, officers, and agents of the Port Authority), or from the acts of God or the public enemy, or otherwise, including claims and demands of any local jurisdiction against the Port Authority in connection with this Contract.

The Contractor assumes the following risks, whether such risks arise from acts or omissions (negligent or not) of the Contractor, the Port Authority or third persons (including Contractor's employees, employees, officers, and agents of the Port Authority) or from any other cause, excepting only risks occasioned solely by affirmative willful acts of the Port Authority done subsequent to the opening of proposals on this Contract, and shall to the extent permitted by law indemnify the Port Authority for all loss or damage incurred in connection with such risks:

- a. The risk of any and all loss or damage to Port Authority property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions, on or off the premises, the loss or damage of which shall arise out of the Contractor's operations hereunder. The Contractor shall if so directed by the Port Authority, repair, replace or rebuild to the satisfaction of the Port Authority, any and all parts of the premises or the Facility which may be damaged or destroyed by the acts or omissions of the Contractor, its officers, agents, or employees and if the Contractor shall fail so to repair, replace, or rebuild with due diligence the Port Authority may, at its option, perform any of the foregoing work and the Contractor shall pay to the Port Authority the cost thereof.
- b. The risk of any and all loss or damage of the Contractor's property, equipment (including but not limited to automotive and/or mobile equipment) materials and possessions on the Facility.

- c. The risk of claim, whether made against the Contractor or the Port Authority, for any and all loss or damages occurring to any property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions of the Contractor's agents, employees, materialmen and others performing work hereunder.
- d. The risk of claims for injuries, damage or loss of any kind just or unjust of third persons arising or alleged to arise out of the performance of work hereunder, whether such claims are made against the Contractor or the Port Authority.

If so directed, the Contractor shall at its own expense defend any suit based upon any such claim or demand, even if such suit, claim or demand is groundless, false or fraudulent, and in handling such shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provision of any statutes respecting suits against the Port Authority.

Neither the requirements of the Port Authority under this Contract, nor of the Port Authority of the methods of performance hereunder nor the failure of the Port Authority to call attention to improper or inadequate methods or to require a change in the method of performance hereunder nor the failure of the Port Authority to direct the Contractor to take any particular precaution or other action or to refrain from doing any particular thing shall relieve the Contractor of its liability for injuries to persons or damage to property or environmental impairment arising out of its operations.

21. Approval of Methods

Neither the approval of the Port Authority of the methods of furnishing services hereunder nor the failure of the Port Authority to call attention to improper or inadequate methods or to require a change in the method of furnishing services hereunder, nor the failure of the Port Authority to direct the Contractor to take any particular precautions or to refrain from doing any particular thing shall relieve the Contractor of its liability for injuries to persons or damage to property or environmental impairment arising out of its operations.

22. Safety and Cleanliness

- a. The Contractor shall, in the furnishing of services hereunder, exercise every precaution to prevent injury to person or damage to property or environmental impairment and avoid inconvenience to the occupants of or any visitors to the Facility. The Contractor shall, without limiting the generality hereof, place such personnel, erect such barricades and railings, give such warnings, display such lights, signals or signs, place such cones and exercise precautions as may be necessary, proper or desirable.
- b. The Contractor shall in case of unsafe floor conditions due to construction, wetness, spillage, sickness and all other types of hazardous conditions proceed to rope off the unsafe area and place appropriate warnings signs to prevent accidents from occurring. The Contractor shall clean said area to the satisfaction of the Manager.
- c. The Contractor shall at all times maintain in a clean and orderly condition and appearance any and all facilities provided by the Port Authority for the Contractor's operations, and all fixtures, sink closets, equipment, and other personal property of the Port Authority which are located in said facilities.

23. Accident Reports

The Contractor shall promptly report in writing to the Manager of the Facility and to the Deputy Chief, Litigation Management of the Port Authority all accidents whatsoever arising out of or in connection with its operations hereunder and which result in death or injury to persons or damage to property, setting forth such details thereof as the Port Authority may desire. In addition, if death or serious injury or serious

damage is caused, such accidents shall be immediately reported by telephone to the aforesaid representatives of the Port Authority.

24. Trash Removal

The Contractor shall remove daily from the Facility by means provided by the Contractor all garbage, debris and other waste material (solid or liquid) arising out of or in connection with its operations hereunder, and any such garbage, debris and other waste material not immediately removed shall be temporarily stored in a clear and sanitary condition, approved by the Facility Manager and shall be kept covered except when filling or emptying them. The Contractor shall exercise care in removing such garbage, debris and other waste materials from the Facility. The manner of such storage and removal shall always be subject in all respects to the continual approval of the Port Authority. No equipment or facilities of the Port Authority shall be used in such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Facility.

25. Lost and Found Property

The Contractor shall instruct its personnel that all items of personal property found by the Contractor's employees at the Site must be turned in to the Port Authority and a receipt will be issued therefor.

26. Property of the Contractor

- a. All property of the Contractor at the Site by virtue of this Contract shall be removed on or before the expiration or sooner termination or revocation of this Contract.
- b. If the Contractor shall fail to remove its property upon the expiration, termination or revocation of this Contract the Port Authority may, at its option, dispose of such property as waste or as agent for the Contractor and at the risk and expense of the Contractor, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty (30) days may sell the same in accordance with any method deemed appropriate; the proceeds of any such sale shall be applied first, to the expenses of sale and second, to any sums owed by the Contractor to the Port Authority; any balance remaining shall be paid to the Contractor. Any excess of the total cost of removal, storage and sale and other costs incurred by the Port Authority as a result of such failure of performance by the Contractor over the proceeds of sale shall be paid by the Contractor to the Port Authority upon demand.

27. Modification of Contract

This Contract may not be changed except in writing signed by the Port Authority and the Contractor. The Contractor agrees that no representation or warranties shall be binding upon the Port Authority unless expressed in writing in this Contract.

28. Invalid Clauses

If any provision of this Contract shall be such as to destroy its mutuality or to render it invalid or illegal, then, if it shall not appear to have been so material that without it the Contract would not have been made by the parties, it shall not be deemed to form part thereof but the balance of the Contract shall remain in full force and effect.

29. Approval of Materials, Supplies and Equipment

Only Port Authority approved materials, supplies, and equipment are to be used by the Contractor in performing the Work hereunder. Inclusion of chemical containing materials or supplies on the Port Authority Approved Products List – Environmental Protection Supplies constitutes approval. The list may be revised from time to time and at any time by the Port Authority and it shall be incumbent upon the Contractor to obtain the most current list from the Manager of the Facility.

At anytime during the Solicitation, pre-performance or performance periods, the Contractor may propose the use of an alternate product or products to those on the Approved Products List – Environmental Protection Supplies, which product(s) shall be subject to review and approval by the Port Authority. Any alternate product so approved by the Port Authority may be used by the Contractor in performing the Services hereunder. Until such approval is given, only products on the Approved Products List – Environmental Protection Supplies may be used.

30. Intellectual Property

The right to use all patented materials, appliances, processes of manufacture or types of construction, trade and service marks, copyrights and trade secrets, collectively hereinafter referred to as “Intellectual Property Rights”, in the performance of the work, shall be obtained by the Contractor without separate or additional compensation. Where the services under this Agreement require the Contractor to provide materials, equipment or software for the use of the Port Authority or its employees or agents, the Port Authority shall be provided with the Intellectual Property Rights required for such use without further compensation than is provided for under this Agreement.

The Contractor shall indemnify the Port Authority against and save it harmless from all loss and expense incurred as a result of any claims in the nature of Intellectual Property Rights infringement arising out of the Contractor’s or Port Authority’s use, in accordance with the above immediately preceding paragraph, of any Intellectual Property. The Contractor, if requested, shall conduct all negotiations with respect to and defend such claims. If the Contractor or the Port Authority, its employees or agents be enjoined either temporarily or permanently from the use of any subject matter as to which the Contractor is to indemnify the Port Authority against infringement, then the Port Authority may, without limiting any other rights it may have, require the Contractor to supply temporary or permanent replacement facilities approved by the Manager, and if the Contractor fails to do so the Contractor shall, at its expense, remove all such enjoined facilities and refund the cost thereof to the Port Authority or take such steps as may be necessary to insure compliance by the Contractor and the Port Authority with said injunction, to the satisfaction of the Port Authority.

In addition, the Contractor shall promptly and fully inform the Director in writing of any intellectual property rights disputes, whether existing or potential, of which it has knowledge, relating to any idea, design, method, material, equipment or any other matter related to the subject matter of this Agreement or coming to its attention in connection with this Agreement.

31. Contract Records and Documents – Passwords and Codes

When the performance of the contract services requires the Contractor to produce, compile or maintain records, data, drawings, or documents of any kind, regardless of the media utilized, then all such records, drawings, data and documents which are produced, prepared or compiled in connection with this contract, shall become the property of the Port Authority, and the Port Authority shall have the right to use or permit the use of them and any ideas or methods represented by them for any purpose and at any time without other compensation than that specifically provided herein.

When in the performance of the contract services the Contractor utilizes passwords or codes for any purpose, at any time during or after the performance of such services, upon written request by

the Authority, the Contractor shall make available to the designated Authority representative all such passwords and codes.

32. Designated Secure Areas

Services under the Contract may be required in designated secure areas, as the same may be designated by the Manager from time to time (“Secure Areas”). The Port Authority shall require the observance of certain security procedures with respect to Secure Areas, which may include the escort to, at, and/or from said high security areas by security personnel designated by the Contractor or any subcontractor’s personnel required to work therein. All personnel that require access to designated secure areas who are not under positive escort by an authorized individual will be required to undergo background screening and personal identity verification.

Forty-eight (48) hours prior to the proposed performance of any work in a Secure Area, the Contractor shall notify the Manager. The Contractor shall conform to the procedures as may be established by the Manager from time to time and at any time for access to Secure Areas and the escorting of personnel hereunder. Prior to the start of work, the Contractor shall request a description from the Manager of the Secure Areas which will be in effect on the commencement date. The description of Secure Areas may be changed from time to time and at any time by the Manager during the term of the Contract.

33. Notification of Security Requirements

The Authority has the responsibility of ensuring safe, reliable and secure transportation facilities, systems, and projects to maintain the well-being and economic competitiveness of the region. Therefore, the Authority reserves the right to deny access to certain documents, sensitive security construction sites and facilities (including rental spaces) to any person that declines to abide by Port Authority security procedures and protocols, any person with a criminal record with respect to certain crimes or who may otherwise poses a threat to the construction site or facility security. The Authority reserves the right to impose multiple layers of security requirements on the Contractor, its staff and subcontractors and their staffs depending upon the level of security required, or may make any amendments with respect to such requirements as determined by the Authority.

These security requirements may include but are not limited to the following:

- Contractor/ Subcontractor identity checks and background screening

The Port Authority’s designated background screening provider may require inspection of not less than two forms of valid/current government issued identification (at least one having an official photograph) to verify staff’s name and residence; screening federal, state, and/or local criminal justice agency information databases and files; screening of any terrorist identification files; access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning, or the like.

The Contractor may be required to have its staff, and any subcontractor’s staff, material-men, visitors or others over whom the Contractor/subcontractor has control, authorize the Authority or its designee to perform background checks, and a personal identity verification check. Such authorization shall be in a form acceptable to the Authority. The Contractor and subcontractors may also be required to use an organization designated by the Authority to perform the background checks.

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 the Transportation Worker Identification Credential 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 shall be reimbursable to the Contractor (and its subcontractors) as an out-of-pocket expense

as provided herein. Staff that are rejected for a credential for any reason are not reimbursable.

- Issuance of Photo Identification Credential

No person will be permitted on or about the Authority construction site or facility (including rental spaces) without a facility-specific photo identification credential approved by the Authority. If the authority requires facility-specific identification credential for the Contractor's and the subcontractor's staff, the Authority will supply such identification at no cost to the Contractor or its subcontractors. Such facility-specific identification credential shall remain the property of the Authority and shall be returned to the Authority at the completion or upon request prior to completion of the individual's assignment at the specific facility. It is the responsibility of the appropriate Contractor or subcontractor to immediately report to the Authority the loss of any staff member's individual facility-specific identification credential. The Contractor or subcontractor shall be billed for the cost of the replacement identification credential. Contractor's and subcontractor's staff shall display Identification badges in a conspicuous and clearly visible manner, when entering, working or leaving an Authority construction site or facility.

Employees may be required to produce not less than two forms of valid/current government issued identification having an official photograph and an original, unlaminated social security card for identify and SSN verification. Where applicable, for sensitive security construction sites or facilities, successful completion of the application, screening and identify verification for all employees of the Contractor and subcontractors shall be completed prior to being provided a S.W.A.C. ID Photo Identification credential.

- Access control, inspection, and monitoring by security guards

The Authority may provide for Authority construction site or facility (including rental spaces) access control, inspection and monitoring by Port Authority Police or Authority retained contractor security guards. However, this provision shall not relieve the Contractor of its responsibility to secure its equipment and work and that of its subconsultant/subcontractor's and service suppliers at the Authority construction site or facility (including rental spaces). In addition, the Contractor, subcontractor or service provider is not permitted to take photographs, digital images, electronic copying and/or electronic transmission or video recordings or make sketches on any other medium at the Authority construction sites or facilities (including rental spaces), except when necessary to perform the Work under this Contract, without prior written permission from the Authority. Upon request, any photograph, digital images, video recording or sketches made of the Authority construction site or facility shall be submitted to the Authority to determine compliance with this paragraph, which submission shall be conclusive and binding on the submitting entity.

- Compliance with the Port Authority Information Security Handbook

The Contract may require access to Port Authority information considered Confidential Information ("CI") as defined in the Port Authority Information Security Handbook ("Handbook"), dated October, 2008, corrected as of February, 2009, and as may be further amended. The Handbook and its requirements are hereby incorporated into this agreement and will govern the possession, distribution and use of CI if at any point during the lifecycle of the project or solicitation it becomes necessary for the Contractor to have access to CI. Protecting sensitive information requires the application of uniform safeguarding measures to prevent unauthorized disclosure and to control any authorized disclosure of this information within the Port Authority or when released by the Port Authority to outside entities. The following is an outline of some of the procedures, obligations and directives contained in the Handbook:

- (1) require that the Contractor and subcontractors, when appropriate, sign Non-Disclosure Agreements (NDAs), or an Acknowledgment of an existing NDA, provided by the Authority as a condition of being granted access to Confidential Information categorized and protected as per the Handbook;
- (2) require that individuals needing access to CI be required to undergo a background check, pursuant to the process and requirements noted in § 3.2 of the Information Security Handbook.

- (3) require Contractors and commercial enterprises to attend training to ensure security awareness regarding Port Authority information;
- (4) specific guidelines and requirements for the handling of CI to ensure that the storage and protection of CI;
- (5) restrictions on the transfer, shipping, and mailing of CI information;
- (6) prohibitions on the publication, posting, modifying, copying, reproducing, republishing, uploading, transmitting, or distributing CI on websites or web pages. This may also include restricting persons, who either have not passed a pre-screening background check, or who have not been granted access to CI, from viewing such information;
- (7) require that CI be destroyed using certain methods, measures or technology pursuant to the requirements set forth in the Handbook;
- (8) require the Contractor to mandate that each of its subcontractors maintain the same levels of security required of the Contractor under any Port Authority awarded contract.
- (9) prohibit the publication, exchange or dissemination of CI developed from the project or contained in reports, except between Contractors and subcontractors, without prior approval of the Port Authority;
- (10) require that CI only be reproduced or copied pursuant to the requirements set forth in the Handbook.

- Audits for Compliance with Security Requirements

The Port Authority may conduct random or scheduled examinations of business practices under this section entitled "NOTIFICATION OF SECURITY REQUIREMENTS" and the Handbook in order to assess the extent of compliance with security requirements, Confidential Information procedures, protocols and practices, which may include, but not be limited to, verification of background check status, confirmation of completion of specified training, and/or a site visit to view material storage locations and protocols.

34. Construction In Progress

The Contractor recognizes that construction may be in progress at the Facility and may continue throughout the term of this Contract. Notwithstanding, the Contractor shall at all times during the term hereof maintain the same standards of performance and cleanliness as prevails in non-affected areas as required by the standards hereunder.

35. Permit-Required Confined Space Work

Prior to commencement of any work, the Contractor shall request and obtain from the Port Authority a description of all spaces at the facility which are permit-required confined spaces requiring issuance of an OSHA permit.

Prior to the commencement of any work in a permit-required confined space at a Port Authority facility requiring issuance of an OSHA permit, the Contractor shall contact the Manager to obtain an Authority Contractor Permit-Required Confined Space Notification form. The notification form must be filled out and submitted prior to commencing permit-required confined space work. All confined space work shall be performed in accordance with all applicable OSHA requirements. The Contractor shall provide its employees with a copy of its own company permit and shall furnish the Port Authority with a copy of the permit upon completion of the work. The Contractor must supply all equipment required for working in a confined space.

36. Signs

Except with the prior written approval of the Port Authority, the Contractor shall not erect, maintain or display any signs or posters or any advertising on or about the Facility.

37. Vending Machines, Food Preparation

The Contractor shall not install, maintain or operate on the Facility, or on any other Port Authority property, any vending machines without the prior written approval of the Port Authority. No foods or beverages shall be prepared or consumed at the Facility by any of the Contractor's employees except in areas as may be specifically designated by the Port Authority for such purpose.

38. Confidential Information/Non-Publication

a. As used herein, confidential information shall mean all information disclosed to the Contractor or the personnel provided by the Contractor hereunder which relates to the Authority's and/or PATH's past, present, and future research, development and business activities including, but not limited to, software and documentation licensed to the Authority or proprietary to the Authority and/or PATH and all associated software, source code procedures and documentation. Confidential information shall also mean any other tangible or intangible information or materials including but not limited to computer identification numbers, access codes, passwords, and reports obtained and/or used during the performance of the Contractor's Services under this Contract.

b. Confidential information shall also mean and include collectively, as per *The Port Authority of New York & New Jersey Information Security Handbook (October 15, 2008, corrected as of February, 9 2009)*, Confidential Proprietary Information, Confidential Privileged Information and information that is labeled, marked or otherwise identified by or on behalf of the Authority so as to reasonably connote that such information is confidential, privileged, sensitive or proprietary in nature. Confidential Information shall also include all work product that contains or is derived from any of the foregoing, whether in whole or in part, regardless of whether prepared by the Authority or a third-party or when the Authority receives such information from others and agrees to treat such information as Confidential.

c. The Contractor shall hold all such confidential information in trust and confidence for the Authority, and agrees that the Contractor and the personnel provided by the Contractor hereunder shall not, during or after the termination or expiration of this Contract, disclose to any person, firm or corporation, nor use for its own business or benefit, any information obtained by it under or in connection with the supplying of services contemplated by this Contract. The Contractor and the personnel provided by the Contractor hereunder shall not violate in any manner any patent, copyright, trade secret or other proprietary right of the Authority or third persons in connection with their services hereunder, either before or after termination or expiration of this Contract. The Contractor and the personnel provided by the Contractor hereunder shall not willfully or otherwise perform any dishonest or fraudulent acts, breach any security procedures, or damage or destroy any hardware, software or documentation, proprietary or otherwise, in connection with their services hereunder. The Contractor shall promptly and fully inform the Director in writing of any patent, copyright, trade secret or other intellectual property rights or disputes, whether existing or potential, of which the Contractor has knowledge, relating to any idea, design, method, material, equipment or other matter related to this Contract or coming to the Contractor's attention in connection with this Contract."

d. The Contractor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or to the fact that goods have been, are being or will be

provided to it and/or that services have been, are being or will be performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

39. Time is of the Essence

Time is of the essence in the Contractor’s performance of this Contract inasmuch as the Work to be performed will affect the operation of public facilities.

40. Holidays

The following holidays will be observed at the Site:

- | | |
|----------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Jr. Day | Columbus Day |
| Presidents Day | Veterans Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Day After Thanksgiving |
| Christmas Day | |

This list is subject to periodic revision and the Contractor shall be responsible for obtaining all updated lists from the office of the Manager. If any such holiday falls on a Sunday then the next day shall be considered the holiday and/or if any such holiday falls on a Saturday then the preceding day shall be considered the holiday.

41. Personnel Standards

In addition to any specific personnel requirements that may be required under the clause entitled “Personnel Requirements” in the Specifications, the Contractor (and any Subcontractor) shall furnish competent and adequately trained personnel to perform the Work hereunder. If, in the opinion of the Manager, any employee so assigned is performing their functions unsatisfactorily, they shall be replaced by the Contractor within twenty-four (24) hours following the Contractor’s receipt of the Manager’s request for such replacement.

All Contractor's employees performing Work hereunder shall have the ability to communicate in the English language to the extent necessary to comprehend directions given by either the Contractor's supervisory staff or by the Manager's staff. Any employee operating a motor vehicle must have a valid driver's license.

The Contractor shall verify that employees working under this Contract in the United States are legally present in the United States and authorized to work by means of the federally required I-9 program

42. General Uniform Requirements for Contractor’s Personnel

In addition to any specific uniform requirements that may be required by the Specifications, uniforms must be worn at all times during which the Services are being performed hereunder. The Contractor agrees that his/her employees will present a neat, clean and orderly appearance at all times. Uniforms shall include the Contractor’s identification badge with picture ID bearing the employee’s name. All uniforms, colors, types and styles shall be subject to the prior approval of the Manager. The Contractor will also be responsible for ensuring that its employees are wearing shoes appropriate for the tasks performed. The Manager shall have the right to require removal of any employee who shall fail to wear the proper uniform and shoes, and the exercise of this right shall not limit the obligation of the Contractor to perform the Services or to furnish any

required number of employees at a specific location at the Site as specified.

43. Labor, Equipment and Materials Supplied by the Contractor

The Contractor shall, at all times during the performance of this Contract, furnish all necessary labor, supervision, equipment and materials necessary for the prompt and efficient performance of the Work, whether such materials and equipment are actually employed in the furnishing of the Work or whether incidental thereto.

All materials used by the Contractor in furnishing Work hereunder shall be of such quality as to accomplish the purposes of this Contract and the Services to be furnished hereunder in such manner so as not to damage any part of the Site.

The Port Authority by its officers, employees and representatives shall have the right at all times to examine the supplies, materials and equipment used by the Contractor, to observe the operations of the Contractor, its agents, servants and employees and to do any act or thing which the Port Authority may be obligated or have the right to do under this Contract or otherwise.

All equipment, materials and supplies used in the performance of this Contract required hereunder shall be used in accordance with their manufacturer's instructions.

Materials and supplies to be provided by the Contractor hereunder shall comply with OSHA and all applicable regulations.

44. Contractor's Vehicles – Parking - Licenses

At the discretion of the Manager, the Port Authority may permit the Contractor during the effective period of this Contract to park vehicle(s) used by it in its operations hereunder in such location as may from time to time or at any time be designated by the Manager. The Contractor shall comply with such existing rules, regulations and procedures as are now in force and such reasonable future rules, regulations and procedures as may hereafter be adopted by the Port Authority for the safety and convenience of persons who park automotive vehicles in any parking area at the Site or for the safety and proper persons who park automotive vehicles in any parking area at the Site or for the safety and proper identification of such vehicles, and the Contractor shall also comply with any and all directions pertaining to such parking which may be given from time to time and at any time by the Manager. Any vehicle used by the Contractor hereunder shall be marked or placarded, identifying it as the Contractor's vehicle.

45. Manager's Authority

In the performance of the Work hereunder, the Contractor shall conform to all orders, directions and requirements of the Manager and shall perform the Work hereunder to the satisfaction of the Manager at such times and places, by such methods and in such manner and sequence as he/she may require, and the Contract shall at all stages be subject to his/her inspection. The Manager shall determine the amount, quality, acceptability and fitness of all parts of the Work and shall interpret the Specifications and any orders for Extra Work. The Contractor shall employ no equipment, materials, methods or staff or personnel to which the Manager objects. Upon request, the Manager shall confirm in writing any oral order, direction, requirement or determination.

The Manager shall have the authority to decide all questions in connection with the Services to be performed hereunder. The exercise by the Manager of the powers and authorities vested in him/her by this section shall be binding and final upon the Port Authority and the Contractor.

46. Price Preference

If this solicitation has not been set aside for the purposes of making an award based on bids solicited from Port Authority certified Minority Business, Women Business or Small Business Enterprises as indicated by the bidder pre-requisites in Part II hereof, for awards of contracts, not exceeding \$1,000,000, for:

- (a) Services, a price preference of 5% is available for New York or New Jersey Small Business Enterprises (SBE); or
- (b) Services (excluding Janitorial/Cleaning Services), a price preference of 10% is available for New York or New Jersey Minority or Women Business Enterprises (M/WBE),

certified by the Port Authority by the day before the bid opening.

If the Bidder is a Port Authority certified MBE, WBE or SBE, enter the applicable date(s) certification was obtained in the space provided on the Signature Sheet attached hereto.

47. M/WBE Good Faith Participation

If specified as applicable to this Contract, the Contractor shall use every good-faith effort to provide for participation by certified Minority Business Enterprises (MBEs) and certified Women-owned Business Enterprises (WBEs) as herein defined, in all purchasing and subcontracting opportunities associated with this Contract, including purchase of equipment, supplies and labor services.

Good Faith efforts to include participation by MBEs/WBEs shall include the following:

- a. Dividing the services and materials to be procured into small portions, where feasible.
- b. Giving reasonable advance notice of specific contracting, subcontracting and purchasing opportunities to such MBEs/WBEs as may be appropriate.
- c. Soliciting services and materials from a Port Authority certified MBE/WBE or seeking MBEs/WBEs from other sources. To access the Port Authority's Directory of MBE/WBE Certified Firms go to www.panynj.gov/supplierdiversty
- d. Ensuring that provision is made to provide progress payments to MBEs/WBEs on a timely basis.
- e. Observance of reasonable commercial standards of fair dealing in the respective trade or business.

Subsequent to Contract award, all changes to the M/WBE Participation Plan must be submitted via a modified M/WBE Participation Plan to the Manager for review and approval by the Authority's Office of Business Diversity and Civil Rights. For submittal of modifications to the M/WBE Plan, Contractors are directed to use form PA3749C, which may be downloaded at <http://www.panynj.gov/business-opportunities/become-vendor.html>. The Contractor shall not make changes to its approved M/WBE Participation Plan or substitute M/WBE subcontractors or suppliers for those named in their approved plan without the Manager's prior written approval. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the Contractor's own forces, shall be a violation of this section. Progress toward attainment of M/WBE participation goals set forth herein will be monitored throughout the duration of this Contract.

The Contractor shall also submit to the Manager, along with invoices, the Statement of Subcontractor Payments as the M/WBE Participation Report, which may be downloaded at <http://www.panynj.gov/business-opportunities/become-vendor.html>. The Statement must include the name and business address of each M/WBE subcontractor and supplier actually involved in the Contract, a description of the work performed and/or product or service supplied by each such subcontractor or supplier, the date and amount of each expenditure, and such other information that may assist the Manager in determining the Contractor's compliance with the foregoing provisions.

If, during the performance of this Contract, the Contractor fails to demonstrate good faith efforts in carrying out its M/WBE Participation Plan and the Contractor has not requested and been granted a full or partial waiver of the M/WBE participation goals set forth in this Contract, the Authority will take into consideration the Contractor's failure to carry out its M/WBE Participation Plan in its evaluation for award of future Authority contracts.

PART III CONTRACTOR'S INTEGRITY PROVISIONS

1. Certification of No Investigation (criminal or civil anti-trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Information

By bidding on this Contract, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that the Bidder and each parent and/or affiliate of the Bidder has not

- a. been indicted or convicted in any jurisdiction;
- b. been suspended, debarred, found not responsible or otherwise disqualified from entering into any contract with any governmental agency or been denied a government contract for failure to meet standards related to the integrity of the Bidder;
- c. had a contract terminated by any governmental agency for breach of contract or for any cause based in whole or in part on an indictment or conviction;
- d. ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those inserted in the Bid;
- e. had any business or professional license suspended or revoked or, within the five years prior to bid opening, had any sanction imposed in excess of \$50,000 as a result of any judicial or administrative proceeding with respect to any license held or with respect to any violation of a federal, state or local environmental law, rule or regulation;
- f. had any sanction imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust regardless of the dollar amount of the sanctions or the date of their imposition; and
- g. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

2. Non-Collusive Bidding, and Code of Ethics Certification, Certification of No Solicitation Based On Commission, Percentage, Brokerage, Contingent or Other Fees

By bidding on this Contract, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that

- a. the prices in its bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- b. the prices quoted in its bid have not been and will not be knowingly disclosed directly or indirectly by the Bidder prior to the official opening of such bid to any other bidder or to any competitor;
- c. no attempt has been made and none will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
- d. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996, (a copy of which is available upon request to the individual named in the clause hereof entitled

- "Bidder's Questions"), nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;
- e. no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Bidder for the purpose of securing business, has been employed or retained by the Bidder to solicit or secure this Contract on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency; and
 - f. the bidder has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Contract.

The foregoing certifications shall be deemed to be made by the Bidder as follows:

- * if the Bidder is a corporation, such certification shall be deemed to have been made not only with respect to the Bidder itself, but also with respect to each parent, affiliate, director, and officer of the Bidder, as well as, to the best of the certifier's knowledge and belief, each stockholder of the Bidder with an ownership interest in excess of 10%;
- * if the Bidder is a partnership, such certification shall be deemed to have been made not only with respect to the Bidder itself, but also with respect to each partner.

Moreover, the foregoing certifications, if made by a corporate Bidder, shall be deemed to have been authorized by the Board of Directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of such certification as the act and deed of the corporation.

In any case where the Bidder cannot make the foregoing certifications, the Bidder shall so state and shall furnish with the signed bid a signed statement which sets forth in detail the reasons therefor. If the Bidder is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its bid, setting forth in such statement the reasons for its uncertainty. As a result of such disclosure, the Port Authority shall take appropriate action up to and including a finding of non-responsibility.

Failure to make the required disclosures shall lead to administrative actions up to and including a finding of non-responsibility.

Notwithstanding that the Bidder may be able to make the foregoing certifications at the time the bid is submitted, the Bidder shall immediately notify the Authority in writing during the period of irrevocability of bids on this Contract of any change of circumstances which might under this clause make it unable to make the foregoing certifications or require disclosure. The foregoing certifications or signed statement shall be deemed to have been made by the Bidder with full knowledge that they would become a part of the records of the Authority and that the Authority will rely on their truth and accuracy in awarding this Contract. In the event that the Authority should determine at any time prior or subsequent to the award of this Contract that the Bidder has falsely certified as to any material item in the foregoing certifications or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certifications required to be disclosed, the Authority may determine that the Bidder is not a responsible Bidder with respect to its bid on the Contract or with respect to future bids on Authority contracts and may exercise such other remedies as are provided to it by the Contract with respect to these matters. In addition, Bidders are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see e.g. New York Penal Law, Section 175.30 et seq.). Bidders are also advised that the inability to make such certification will not in and of itself disqualify a Bidder, and that in each instance the Authority

will evaluate the reasons therefor provided by the Bidder. Under certain circumstances the Bidder may be required as a condition of Contract award to enter into a Monitoring Agreement under which it will be required to take certain specified actions, including compensating an independent Monitor to be selected by the Port Authority, said Monitor to be charged with, among other things, auditing the actions of the Bidder to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Port Authority.

3. Bidder Eligibility for Award of Contracts - Determination by an Agency of the State of New York or New Jersey Concerning Eligibility to Receive Public Contracts

Bidders are advised that the Authority has adopted a policy to the effect that in awarding its contracts it will honor any determination by an agency of the State of New York or New Jersey that a Bidder is not eligible to bid on or be awarded public contracts because the Bidder has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing rate of wage legislation.

The policy permits a Bidder whose ineligibility has been so determined by an agency of the State of New York or New Jersey to submit a bid on a Port Authority contract and then to establish that it is eligible to be awarded a contract on which it has bid because (i) the state agency determination relied upon does not apply to the Bidder, or (ii) the state agency determination relied upon was made without affording the Bidder the notice and hearing to which the Bidder was entitled by the requirements of due process of law, or (iii) the state agency determination was clearly erroneous or (iv) the state determination relied upon was not based on a finding of conduct demonstrating a lack of integrity or violation of a prevailing rate of wage law.

The full text of the resolution adopting the policy may be found in the Minutes of the Authority's Board of Commissioners meeting of September 9, 1993.

4. No Gifts, Gratuities, Offers of Employment, Etc.

During the term of this Contract, the Contractor shall not offer, give or agree to give anything of value either to a Port Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority, or to a member of the immediate family (i.e., a spouse, child, parent, brother or sister) of any of the foregoing, in connection with the performance by such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority of duties involving transactions with the Contractor on behalf of the Port Authority, whether or not such duties are related to this Contract or any other Port Authority contract or matter. Any such conduct shall be deemed a material breach of this Contract.

As used herein "anything of value" shall include but not be limited to any (a) favors, such as meals, entertainment, transportation (other than that contemplated by the Contract or any other Port Authority contract), etc. which might tend to obligate the Port Authority employee to the Contractor, and (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment or business opportunity. Such term shall not include compensation contemplated by this Contract or any other Port Authority contract. Where used herein, the term "Port Authority" shall be deemed to include all subsidiaries of the Port Authority.

The Contractor shall insure that no gratuities of any kind or nature whatsoever shall be solicited or accepted by it and by its personnel for any reason whatsoever from the passengers, tenants, customers or other persons using the Facility and shall so instruct its personnel.

In addition, during the term of this Contract, the Contractor shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated April 11, 1996, (a copy of which is available upon request to the Office of the Secretary of the Port Authority).

The Contractor shall include the provisions of this clause in each subcontract entered into under this Contract.

5. Conflict of Interest

During the term of this Contract, the Contractor shall not participate in any way in the preparation, negotiation or award of any contract (other than a contract for its own services to the Authority) to which it is contemplated the Port Authority may become a party, or participate in any way in the review or resolution of a claim in connection with such a contract if the Contractor has a substantial financial interest in the contractor or potential contractor of the Port Authority or if the Contractor has an arrangement for future employment or for any other business relationship with said contractor or potential contractor, nor shall the Contractor at any time take any other action which might be viewed as or give the appearance of conflict of interest on its part. If the possibility of such an arrangement for future employment or for another business arrangement has been or is the subject of a previous or current discussion, or if the Contractor has reason to believe such an arrangement may be the subject of future discussion, or if the Contractor has any financial interest, substantial or not, in a contractor or potential contractor of the Authority, and the Contractor's participation in the preparation, negotiation or award of any contract with such a contractor or the review or resolution of a claim in connection with such a contract is contemplated or if the Contractor has reason to believe that any other situation exists which might be viewed as or give the appearance of a conflict of interest, the Contractor shall immediately inform the Director in writing of such situation giving the full details thereof. Unless the Contractor receives the specific written approval of the Director, the Contractor shall not take the contemplated action which might be viewed as or give the appearance of a conflict of interest. In the event the Director shall determine that the performance by the Contractor of a portion of its Services under this Agreement is precluded by the provisions of this numbered paragraph, or a portion of the Contractor's said Services is determined by the Director to be no longer appropriate because of such preclusion, then the Director shall have full authority on behalf of both parties to order that such portion of the Contractor's Services not be performed by the Contractor, reserving the right, however, to have the Services performed by others and any lump sum compensation payable hereunder which is applicable to the deleted work shall be equitably adjusted by the parties. The Contractor's execution of this document shall constitute a representation by the Contractor that at the time of such execution the Contractor knows of no circumstances, present or anticipated, which come within the provisions of this paragraph or which might otherwise be viewed as or give the appearance of a conflict of interest on the Contractor's part. The Contractor acknowledges that the Authority may preclude it from involvement in certain disposition/privatization initiatives or transactions that result from the findings of its evaluations hereunder or from participation in any contract which results, directly or indirectly, from the Services provided by the Contractor hereunder.

6. Definitions

As used in this section, the following terms shall mean:

Affiliate - Two or more firms are affiliates if a parent owns more than fifty percent of the voting stock of each of the firms, or a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the firms, or if the firms have a common proprietor or general partner.

Agency or Governmental Agency - Any federal, state, city or other local agency, including departments, offices, public authorities and corporations, boards of education and higher education, public development corporations, local development corporations and others.

Investigation - Any inquiries made by any federal, state or local criminal prosecuting agency and any inquiries concerning civil anti-trust investigations made by any federal, state or local governmental agency. Except for inquiries concerning civil anti-trust investigations, the term does not include inquiries made by any civil government agency concerning compliance with any regulation, the nature of which does not carry criminal penalties, nor does it include any background investigations for employment, or Federal, State, and local inquiries into tax returns.

Officer - Any individual who serves as chief executive officer, chief financial officer, or chief operating officer of the Bidder by whatever titles known.

Parent - An individual, partnership, joint venture or corporation which owns more than 50% of the voting stock of the Bidder.

If the solicitation is a Request for Proposal:

Bid - shall mean Proposal;

Bidder - shall mean Proposer;

Bidding - shall mean submitting a Proposal.

In a Contract resulting from the taking of bids:

Bid - shall mean bid;

Bidder - shall mean Bidder;

Bidding - shall mean executing this Contract.

In a Contract resulting from the taking of Proposals:

Bid - shall mean Proposal;

Bidder - shall mean Proposer;

Bidding - shall mean executing this Contract.