

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: 01/16/2014

TITLE: Passenger Loading Bridges Maintenance and Repair Services at LaGuardia Airport

BID NO.: 36286

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

FACILITY INSPECTION: JANUARY 29, 2014 TIME: 10:00 AM
QUESTIONS DUE: JANUARY 31, 2014 TIME: 10:00 AM

BID DUE DATE: FEBRUARY 7, 2014 TIME: 11:00 AM

BUYER NAME: RICHARD A. GREHL PHONE NO.: (201) 395-3441
EMAIL: rgrehl@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

- COVER PAGE: BID AND BIDDER INFORMATION
- PART I – STANDARD INFORMATION FOR BIDDERS
- 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)
- PART V – SPECIFICATIONS
- STANDARD CONTRACT TERMS AND CONDITIONS

PART I - STANDARD INFORMATION FOR BIDDERS, TABLE OF CONTENTS

1. General Information: The Port Authority of New York and New Jersey..... 3
2. Form and Submission of Bid 3
3. Vendor Profile..... 4
4. Acknowledgment of Addenda 4
5. Firm Offer 4
6. Acceptance or Rejection of Bids..... 4
7. Bidder’s Questions..... 5
8. Additional Information To and From Bidders 5
9. Union Jurisdiction..... 5
10. Assessment of Bid Requirements 5
11. Bidder’s Prerequisites 5
12. Qualification Information 6
13. Facility Inspection..... 8
14. Available Documents - General..... 8
15. Pre-award Meeting..... 8
16. Price Preference 8
17. M/WBE Subcontracting Provisions..... 8
18. Certification of Recycled Materials 10
19. City Payroll Tax..... 11
20. Additional Bidder Information 12
ATTACHMENT I A - Certified Environmentally Preferable Products/Practices 13

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

**PART II – CONTRACT SPECIFIC INFORMATION FOR BIDDERS,
TABLE OF CONTENTS**

1. Service(s) Required..... 2
2. Location(s) Services Required..... 2
3. Expected Date of Commencement of Contract 2
4. Contract Type..... 2
5. Duration of Contract 2
6. Option Period(s)..... 2
7. Price Adjustment during Option Period(s) (Index Based)..... 2
8. Extension Period 2
9. Facility Inspection..... 2
10. Specific Bidder’s Prerequisites 2
11. Available Documents 3

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

Passenger Loading Bridges Maintenance and Repair Services at LaGuardia Airport.

2. Location(s) Services Required

Central Terminal Building, LaGuardia Airport, Flushing, New York, 11371, as more fully described in the definition of "Facility" in the Specifications.

3. Expected Date of Commencement of Contract

On or about March 12, 2014

4. Contract Type

Service Contract

5. Duration of Contract

One (1) year, to expire on or about March 11, 2015

6. Option Period(s)

There shall be up to two (2), one (1) year Option Period(s).

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

120 Days Extension Applicable

9. Facility Inspection

There will be a facility inspection at 10:00 AM on January 29, 2014, at the LaGuardia Airport, Central Terminal Building, Terminal B, 3rd Floor, Room 3677, Flushing, NY 11371.

Please contact Anthony Roca at 718-533-3480 to confirm attendance and/or receive travel directions.

Photo identification will be required to attend the facility inspection.

10. Specific Bidder's Prerequisites

- a. The Bidder shall have had at least three (3) year(s) of continuous experience immediately prior to the date of submission of its bid in the management and operation of Passenger Loading Bridge Maintenance and Repair services 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 three (3) year(s) 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 satisfactorily performed or be performing under at least one (1) contract(s) requiring similar services of similar scope to those required under this Contract without any incident or material safety issues.
 - c. The Bidder shall have had in its last fiscal year, or the last complete calendar year immediately preceding the opening of its bid, a minimum of \$300,000 annual gross income from the type of service required under this Contract.
 - d. In the event a bid is submitted by a joint venture the foregoing prerequisites will be considered with respect to such Bid as follows: The prerequisite in subparagraph (a) and (b) above, will be considered satisfied if the joint venture itself, or any of its participants individually, can meet the requirements. The prerequisite in subparagraph (c) above, will be considered satisfied if the gross income of the joint venture itself meets the prerequisite or the gross income of the participants in the joint venture cumulatively meets the prerequisite. If a joint venture which has not been established as a distinct legal entity submits a bid, it and all participants in the joint venture shall be bound jointly and severally and each such participant in the joint venture shall execute the bid and do each act and thing required by this Invitation for Bid. On the original bid and wherever else the Bidder's name would appear, the name of the joint venture Bidder should appear if the joint venture is a distinct legal entity. If the Bidder is a common law joint venture, the names of all participants should be listed followed by the words "acting jointly and severally". All joint venture Bidders must provide documentation of their legal status.

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 meeting:

Contract Number 4600007056 awarded to Oxford Airport Technical Services, Inc.

This document was prepared not for use in connection with this Contract but for other purposes and is furnished to Bidders to give them such information as may be in the possession of the Authority. It does not constitute a representation as to any conclusions to be drawn therefrom; nor does the absence of any indication therein constitute a representation that something does not exist.

**PART III – CONTRACT SPECIFIC TERMS AND CONDITIONS,
TABLE OF CONTENTS**

1. General Agreement 2
2. Duration 2
3. Payment..... 3
4. Price Adjustment..... 4
5. Liquidated Damages 5
6. Insurance Procured by the Contractor..... 6
7. Extra Work..... 8
8. Increase and Decrease in Areas or Frequencies..... 10

PART III – CONTRACT SPECIFIC TERMS AND CONDITIONS

1. General Agreement

Subject to all of the terms and conditions of this Contract, the undersigned (hereinafter called 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 specified in Part II, and fully set forth in the Specifications, at the location(s) listed in Part II and fully set forth in the Specifications, and 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 (hereinafter called 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 (hereinafter called the “Commencement Date”), and unless otherwise terminated, revoked or extended in accordance with the provisions hereof, shall expire as specified in Part II hereof (hereinafter called 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) (hereinafter referred to as 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 will 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 the Expiration Date of the final exercised Option Period (hereinafter called the “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 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 will 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 fifth day of each month following the month of commencement of this Contract and on or by the fifth 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 release the Contractor from any obligation under or upon this Contract, or to estop the Port Authority from showing at any time that such certificate, payment, acceptance, act or omission was incorrect or to preclude the Port Authority from recovering any monies paid in excess of those lawfully due and 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 shall be applicable to the one (1) year 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/Escalation" or "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 (hereinafter called the "Price Index").

For the first one (1) year Option Period of the Contract, the Price Index shall be determined for the months of September 2013 and September 2014. 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 September 2014. and the denominator of which is the Price Index for September 2013. The resulting product shall be the amounts payable to the Contractor in the first Option Period.

For the second one (1) year Option Period of the Contract, the Price Index shall be determined for the months of September 2014 and September 2015. 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 September 2015 and the denominator of which is the Price Index for September 2014. The resulting product shall be the amounts payable to the Contractor in the second 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 it seems 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 to 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 Port Authority excess amounts theretofore paid by 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. If the Contractor fails to fully perform in a timely manner any services pertaining to maintenance work as set forth in the Specifications, then the monthly amount payable hereunder for such service shall be reduced by an amount equal to two hundred percent (200%) of the applicable unit price for maintenance work as set forth in Exhibit "A" of the applicable pricing sheets (as said unit price may be adjusted, pursuant to the provisions of this Contract) multiplied by the number of occurrences within said monthly period during which the required maintenance work was not fully performed.
 - ii. If the Contractor fails to fully perform in a timely manner any services pertaining to Extraordinary Work and/or Extra Work, as directed by the Manager, then the monthly amount payable hereunder shall be reduced by an amount equal to two hundred percent (200%) of the applicable "Charge for Extraordinary Work as set

forth in Exhibit "D" of the applicable pricing sheets, or in the case of Extra Work, Five Hundred Dollars (\$500.00) per day within said monthly period during which the required Extra Work was not performed.

- iii. In the event that a Contractor's employee is observed not performing his or her assigned tasks, then an amount equal to two hundred percent (200%) of the specific charge per hour inserted by the Contractor in Exhibit B of the applicable pricing sheets shall be deducted from the subsequent monthly invoice.
 - iv. In the event that a Contractor's employee is observed out of full and complete uniform then said employee will be removed from duty until he/she is in full and complete uniform. The Contractor will be required to replace the removed employee with a properly uniformed employee and the Contractor will be assessed liquidated damages in the amount of \$100 per occurrence, per day for each employee deemed not in uniform by the Port Authority Manager.
 - v. For callback service, damages to the Port Authority shall be liquidated at the rate of \$100.00 per hour for each hour past the Contract required response time that the Contractor fails to provide the required service.
- b) The Manager shall determine whether the Contractor has performed in a satisfactory manner and his or 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 unsatisfactory performance or of a failure to perform on the part of the Contractor or as a waiver of the Port 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 contractual liability language 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 - \$25 million combined single limit per occurrence for bodily injury and property damage liability.

Automobile Liability Insurance - \$25 million combined single limit per accident for bodily injury and property damage liability.

In addition, the liability policy (ies) shall name **The Port Authority of NY and NJ, its related entities, their commissioners, directors, officers, partners, employees and agents & The City of New York as additional insured**, including but not limited to premise-operations, products-completed operations on the Commercial General Liability Policy. Moreover, the Commercial General Liability Policy shall not contain any provisions for exclusions from liability other than provisions for exclusion from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy (ies) and certificate of insurance shall contain cross-liability language providing severability of interests so that coverage will respond as if separate policies were in force for each insured. These insurance requirements shall be in effect for the duration of the contract to include any warrantee/guarantee period.

The certificate of insurance and liability policy (ies) must contain the following endorsement for the above liability coverages:

“The insurer(s) 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.”

The Contractor shall also take out, maintain, and pay premiums on Workers’ Compensation Insurance in accordance with the requirements of law in the state(s) where work will take place, and Employer’s Liability Insurance with limits of not less than \$1 million each accident.

Each policy above shall 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, Att: Facility Contract Administrator, at the location where the work will take place and to the General Manager, Risk Financing.

The Port Authority may at any time during the term of this agreement change or modify the limits and coverages of insurance. Should the modification or change results in an additional premium, The General Manager, Risk Financing for the Port Authority may consider such cost as an out-of-pocket expense.

Within five (5) days after the award of this agreement or contract and prior to the start of work, the Contractor must submit an original certificate of insurance, to the Port Authority of NY and NJ, Facility Contract Administrator, at the location where the work will take place. This certificate of insurance MUST show evidence of the above insurance policy (ies), stating the agreement/contract number prior to the start of work. The General Manager, Risk Financing must approve the certificate(s) of

insurance before any work can begin. Upon request by the Port Authority, the Contractor shall furnish to the General Manager, Risk Financing, a certified copy of each policy, including the premiums.

If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as above required, then, if the Manager shall so direct, the Contractor shall suspend performance of the contract at the premises. If the contract is so suspended, no extension of time shall be due on account thereof. If the contract is not suspended (whether or not because of omission of the 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 Port Authority.

Renewal certificates of insurance or policies shall be delivered to the Facility Contractor Administrator, Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Financing must approve the renewal certificate(s) of insurance before work can resume on the facility. If at any time any of the certificates or policies shall become unsatisfactory to the Port Authority, the Contractor shall promptly obtain a new and satisfactory certificate and policy.

The requirements for insurance procured by the Contractor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Contractor under this contract. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Contractor against the obligations imposed on them by law or by this or any other Contract. [CITS #4286n].

6. 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 does 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) **ten percent (10%)** 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 their 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” shall be 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 Manager may require,, executed, acknowledged and delivered, assuring to the Manager title to such materials, supplies, equipment, parts, and tools free of encumbrances.

“Materials” means temporary and consumable materials as well as permanent 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 temporary 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 constitute 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 **twenty four (24) 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 four (4) **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.

7. Increase and Decrease in Areas or Frequencies

The Manager shall have the right, at any time and from time to time in his or 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 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 **seven days**, 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 Contractor's compensation to reflect such change, whether it arises from an increase or a decrease in area or frequency, which, in the opinion of the Manager, is 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 area or frequency will be implemented which results in a total increase or decrease in compensation that is greater than 50% of the Total Estimated

Contract Price for the Base Term or, if changes are to be implemented during an Option Period, 50% for that Option Period.

Any increase in frequency or area shall not constitute Extra Work and, as such, shall not be limited by the Extra Work provisions of this Contract.

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

1. SIGNATURE SHEET 2
2. NAME AND RESIDENCE OF PRINCIPALS SHEET..... 3
3. PRICING SHEET(S) 4

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 _____

Bidder's Address _____

City, State, Zip _____

Telephone No. _____ FAX _____

Email _____ EIN# _____

SIGNATURE _____ Date _____

Print Name and Title _____

ACKNOWLEDGEMENT:

STATE OF: _____

COUNTY OF: _____

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

Notary Public

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

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

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

2. NAME AND RESIDENCE OF PRINCIPALS SHEET

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

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

3. PRICING SHEET(S)

Entry of Prices

- a. The prices quoted shall be written in figures, in ink, preferably in black ink where required in the spaces provided on the Pricing Sheet(s) attached hereto and made a part hereof.
- 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 Estimated Contract Price based upon the Unit Prices inserted by the Bidder, which amount shall govern in all cases.
- e. In the event that a Bidder quotes an amount in the Estimated column but omits to quote a Unit Price for that amount in the space provided, the Port Authority reserves the right to compute and insert the appropriate Unit Price.
- f. The Total Estimated Contract Price is solely for the purpose of facilitating the comparisons of Bids. Compensation shall be in accordance with the section of this Contract entitled "Payment".

PART V – SPECIFICATIONS

TABLE OF CONENTS 1

- 1. Specific Definitions 2
- 2. Work Required by the Specifications 2
- 3. Personnel Requirements..... 3
- 4. Maintenance 5
- 5. Personnel Uniforms 9
- 6. Transportation for Contractor’s Personnel..... 9
- 7. Scheduling of Work 9
- 8. Replacement of Materials and Parts 10
- 9. Breakdown, Malfunction or Damage..... 10
- 10. Service Log Books..... 11
- 11. Repairs Resulting From Negligence, Misuse, Accidents or Abuse 11
- 12. Management and Supervision..... 11
- 13. Callback Service 13
- 14. Identification and Customs Holograms 13
- 15. Extraordinary Work 14

PART V – SPECIFICATIONS

1. Specific Definitions

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

“Facility” means LaGuardia Airport, located in Queens County in the City of New York.

"Regular Working Hours" and "Normal Working Hours" and “Full Working Days” as they pertain to the maintenance of Loading Bridges and as used herein mean 7:00 A.M. to 3:30 P.M., Monday through Friday, excluding legal holidays in the State where the work is to be performed. “Overtime hours” as it pertains to maintenance of the Loading Bridges and as used herein means 3:30 P.M. to 7:00 A.M., Monday through Friday and 24 hours Saturday and Sunday and New York State legal holidays.

"Passenger Loading Bridges" or "Loading Bridges" mean electronically operated equipment, specifically designed to provide airline passengers a safe and efficient venue for boarding or departing an aircraft. Includes and all associated materials, equipment and appurtenances of any nature whatsoever furnished and/or later installed in connections with such Loading Bridges.

“Loading Bridge Mechanic” or "Mechanic" mean an individual who has, through formal training and extensive hands-on experience, achieved competence in the field of Loading Bridges troubleshooting, repair and maintenance.

"Extraordinary Work" shall mean work as specified in Exhibit "D" required by the Manager in addition to "Extra Work" and which is in addition to Work required by the Contract Specifications in their present form.

"Manager" (beginning with an upper case "M") means the Manager of LaGuardia Airport or his duly authorized representative.

2. Work Required by the Specifications

The Contractor shall perform all skilled mechanical work involving inspection, modifications, maintenance and repair on complex special equipment such as auxiliary and control systems, and diagnosis, modifications, alterations, maintenance and repair of mechanical and electrical equipment and systems directly related to Passenger Loading Bridges.

The Contractor shall investigate malfunctions of standard or specialized mechanical equipment and auxiliary systems. The Contractor shall conduct various tests and repairs, and may lead other qualified maintenance personnel in the repair and maintenance of such equipment.

The Contractor shall prepare reports on equipment failure or malfunctioning resulting from other than normal wear and tear, and may recommend modifications to the equipment which are designed to improve operations and performance.

The Contractor shall perform weekly, monthly, quarterly, semi-annually, and annual maintenance.[on the Loading Bridges in accordance with manufacturers printed maintenance guides, verbal instructions and normal trade practices. The Contractor shall note and report to the Manager any defects found during inspection.

The Contractor shall perform inspections and tests and shall diagnose equipment performance, using standard instrumentation and diagnostic techniques. Make major and minor repairs and/or adjustments as necessary.

The Contractor shall test and rebuild electrical units, and other components, as well as troubleshoot electrical problems involving relays and limit switches on the Loading Bridges.

The Contractor shall be fully responsible for the maintenance as specified elsewhere herein of the Loading Bridges including the replacement of all parts and the furnishing of all labor required to keep the Loading Bridges in service 95% of the time and continually in compliance with all applicable codes. Work to be performed as directed by the Manager.

3. Personnel Requirements

The Contractor shall furnish (and shall require any subcontractor(s) to furnish) trained personnel to perform the Work required hereunder. Maintenance shall be performed by a supervised Mechanic, who shall be qualified to keep Loading Bridges adjusted and repaired and in proper operating condition. If, in the opinion of the Manager, any employee so assigned is performing his functions unsatisfactorily, that employee shall be replaced by the Contractor within twenty four (24) hours following the Contractor's receipt of Manager's request for such replacement.

All Contractor's employees performing work required 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.

The Contractor shall submit to the Port Authority the names and home addresses of employees who will perform maintenance and operating work under this Contract. No employee will be permitted to work under this Contract without approval of the Port Authority. The Contractor shall obtain for its employees identification badges approved by the Authority. All employees of the Contractor shall wear identification badges in a conspicuous and clearly visible position above the waist whenever engaged in maintenance work under this Contract.

Thirty (30) days prior to the start of Work hereunder, the Contractor shall submit to the Manager a completed type-written LaGuardia Airport A.O.A. Security Identification

Card Application for each of its employees performing services under this Contract. No Supervisor or Operator performing any of the Work hereunder in any of the Security Areas of Concourse B of the Central Terminal Building (CTB) as designated by the Manager will be allowed to perform any of the Work at these areas unless such personnel have been approved, in advance, by the Port Authority upon the Contractor's successful completion of a background check for the immediate past consecutive ten (10) years for such personnel, and until such personnel have attended a three (3) hour Security Identification Display Area (S.I.D.A.) class given by the Port Authority at the Facility.

a) Loading Bridge Mechanics

The Contractor shall provide Loading Bridge Mechanics that will perform all required maintenance functions on the Loading Bridge systems in accordance with manufacturer's specifications and recommendations for periodic maintenance routines. The Contractor shall assign mechanics/technicians to be available as directed by the Manager.

The Mechanic providing maintenance and repairs of the Loading Bridges under this agreement shall have successfully completed an industry accredited course covering maintenance and repairs of Loading Bridges and must possess a minimum of three (3) years previous Mechanic experience maintaining Loading Bridges of similar type and complexity to those covered under this Agreement.

The Mechanic shall have a minimum of three (3) years verifiable journeymen level experience in the maintenance and repair of complex mechanical equipment (including but not limited to electrical equipment) as well as knowledge of electrical systems (110V and 220V) and experience in rigging equipment.

The Mechanic shall have knowledge of (1) installations, alterations and repair methods including troubleshooting procedures for electrical equipment and systems, (2) the tools and materials used in the electrical trade (3) basic principles and theory of electricity, and (4) applicable electrical codes and safety precautions and voltage.

All Work must comply with the National Electrical Code. All new Work or modification(s) to the existing work will be subject to inspection by the Manager. The Work, if approved by the Manager, will be further inspected by Port Authority Electrical staff and any discrepancies shall be promptly corrected at the Contractor's expense.

Under the Contractor's general supervision, Mechanics shall maintain and repair complex mechanical equipment and electrical systems. Mechanics shall perform duties involving the diagnosis, repair and maintenance of complex mechanical equipment, as well as technically involved auxiliary and control systems. Mechanics shall be capable of performing Work that is highly specialized in nature, that requires an extensive and sound knowledge of mechanical and electrical systems and that is performed under circumstances requiring unusual techniques and exceptional judgment.

The Contractor shall furnish (and shall require any subcontractor(s) to furnish) trained supervisory and operating personnel to perform the services required of the Contractor under this Contract. If any such personnel is deemed unsatisfactory or does not perform the services to be furnished hereunder in a proper manner satisfactory to The Port

Authority, the Contractor shall immediately take such actions as are necessary to ensure that the Contract is performed in full accordance with the requirements hereof. Further, if, in the determination of the Director, 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 of the Port Authority, the Contractor shall remove any such personnel within twenty-four (24) hours, upon notice from the Port Authority.

It is the sole responsibility of the Contractor to provide and maintain (and to ensure that any subcontractors provide and maintain) complete employee coverage as it relates to the requirements of this Contract. The following items (but not only these items) may affect the contractor's employee coverage: relief time, holiday, vacation, sick, personal, roll call, transportation, employment replacement, meetings, mealtime, breaks, training, jury duty. There is no separate remuneration provided for these items from the Port Authority to the Contractor. Any invoicing or billing not in accordance with the Pricing Sheets shall be rejected.

b) Supervisor

All Supervisors assigned hereunder shall be able to speak and write in the English language and shall possess a valid driver's license.

All Supervisors assigned hereunder shall have at least five (5) years prior experience in the performance of functions similar to those to which they are being assigned and the Contractor shall provide the Manager with such proof of prior experience, including references, as the Manager may request. The Contractor shall also provide the Manager with copies of any employment applications submitted to the Contractor by those individuals proposed for assignment.

Notwithstanding the above, if an individual demonstrates exceptional ability, the Authority may waive the requirement of five (5) years prior experience with respect to such individual.

4. Maintenance

The Contractor's maintenance personnel shall report to the Manager or a designated representative at the start and completion of each maintenance routine, and said personnel shall keep the Manager informed of the work performed by them by furnishing them with completed service maintenance forms provided by the Contractor, which shall include, in addition to any other pertinent data, such data as times of arrival and departure, materials replaced, the hours any Loading Bridge was out of service, the specific components which were inspected and/or adjusted and the workers' names. A completed copy of the Contractor's service maintenance form shall be attached to and submitted with each of the Contractor's invoices.

The Contractor shall perform Loading Bridge maintenance as specified below for the Loading Bridges located at the Central Terminal building of LaGuardia Airport in

Concourse "B". The Loading Bridges are located at Concourse "B" in the Central Terminal Building (C.T.B):

<u>Location</u>	<u>Designation</u>
Concourse B	B4
Concourse B	B5

The Contractor shall perform maintenance service and repairs, as specified below, for the above Loading Bridges and for any additional loading bridge designated by the Manager at the applicable charges inserted by the Contractor in the Pricing Sheets.

Loading Bridge Maintenance Periodic Routines

Servicing of the Loading Bridges located in the Central Terminal Building at LaGuardia Airport shall be performed according to manufacturer's specifications and recommendations. Servicing shall include periodic inspections, checks and minor adjustments to the system equipment as well as periodic lubrications, cleaning and replacement of system level components and test procedures required as a result of system level replacement or repair, all as more specifically described in Attachment A and in Exhibits C, D and E.

The Contractor shall perform, at a minimum, the scheduled inspections, checks, and services for each of the Loading Bridges designated by the Manager for servicing and for all their individual components, and at the indicated frequencies.

Any service plan other than the manufacturer's recommendation must be submitted in writing and approved by the Manager.

Maintenance Checklists

Loading Bridges B-4 & B-5 - Apron Drive 2 & 3- Solid State "Full Rotating Cab" "High Drive" (FRC HD)[

The attached maintenance checklists, see "Attachment A", shall serve as guides for maintenance. All the points to be inspected, lubricated and/or adjusted are listed and a space is provided for the person doing the maintenance to initial. Mechanics for the maintenance of the Passenger Loading Bridges shall make copies of these checklists, give the copies to the Manager and later, after the service work, bind these checklists into a history of the Work.

The Contractor shall perform skilled mechanical work involving inspection, modifications, maintenance and repair on complex special equipment such as auxiliary and control systems, as well as diagnosis, modifications, alterations, maintenance and repair of mechanical and electrical equipment to both Loading Bridges B-4 and B-5.

The Mechanic shall also inspect all the critical areas of mechanical and electrical systems.

- Investigate malfunctions of standard or specialized mechanical equipment and auxiliary systems.
- Conduct various tests and repairs.
- When required by the Manager, lead other qualified maintenance personnel in the repair and maintenance of such equipment.
- Prepare reports on equipment failure or malfunctioning resulting from other than normal wear and tear, and recommend equipment modifications designed to improve operations and performance.

The Contractor shall furnish under this Contract maintenance services, including labor and materials, for inspection, checking, cleaning, troubleshooting, adjusting, lubricating and replacement or repair of minor parts for each Loading Bridge installed in and serving LaGuardia Airport - Central Terminal Building. Such maintenance shall consist of the services required under this Contract as a minimum.

Included in the maintenance of the Passenger Loading bridges shall be any pre-conditioned air unit, Ground Power Unit or Auxiliary Power Unit, if Loading Bridge is so equipped or modified to be equipped.

Excluded from the repair and replacement required hereunder, unless ordered as Extra Work, are the repair and replacement of structural elements of the Loading Bridges. Structural elements shall include but not be limited to rollers, motors and gearboxes.

In performing maintenance, the Contractor shall use all reasonable care to keep each Loading Bridge in proper, safe and efficient operating condition, twenty-four (24) hours a day, seven (7) days a week. The Contractor shall furnish all labor, minor parts, lubricants, hydraulic fluids, equipment, temporary barricades and warning signs and shall take such other safety precautions as may be required and do all things necessary or proper for or incidental to such maintenance.

Maintenance hereunder shall be deemed to include such removal and replacement or re-installation of equipment, materials and minor parts as may be necessary or desirable to afford access to the equipment for maintenance. Minor parts shall include lubricants, cleaning materials, hydraulic fluids, filters, lost or broken nuts, bolts and washers, oil seals, control push buttons, indicator light bulbs, key switches, cover plates, fuses, wire nuts, electrical ties and other disposable type items.

Maintenance shall be performed by trained mechanics, competently supervised, and qualified to keep the Loading Bridges adjusted and repaired and in proper operating condition.

The Contractor shall perform maintenance service for each Loading Bridge at the frequencies indicated hereunder. The "Loading Bridge Maintenance Periodic Routines", specified herein indicate the maintenance routines required to be performed weekly, monthly, quarterly, semi-annually and annually. Any revisions of an agreed upon maintenance time schedule must have the prior written approval of the Manager. The

Manager reserves the right to revise and establish (at no additional cost to the Authority) the maintenance work schedule by giving the Contractor one week's notice.

The Contractor shall perform continuous maintenance during each maintenance routine utilizing Full working days 7:00am – 3:30pm to perform and complete the maintenance required for the Loading Bridges, unless otherwise directed by the Manager. Maintenance shall be performed so as not to coincide with times when the Loading Bridge is being used for public travel or Loading Bridge operation, as determined by the Manager[Only one Loading Bridge may be removed from service at a time unless otherwise directed by the Manager.

The Port Authority shall have the right to have others repair and replace any component of the Loading Bridges. Components of the Loading Bridges that are repaired, replaced or refinished by the Contractor or by others shall be inspected, checked and serviced by the Contractor.

Upon the completion of each maintenance routine, the Contractor shall submit to the Manager a report detailing the condition of the equipment and his recommendations.

During each maintenance service routine, the Contractor shall, as a minimum, inspect, check, clean, lubricate, repair or replace minor parts, and make necessary adjustments for each Loading Bridge, including all pneumatic, structural, electrical, mechanical and hydraulic components, for smooth and quiet operation. On completion of a maintenance routine, the Contractor shall review with the Manager the performance of the Loading Bridges and make recommendations for improvements.

The Contractor shall correct any equipment or operational deficiencies discovered as a result of periodic inspections and tests conducted by the Port Authority and/or the Contractor. Corrections by the Contractor which are performed under Routine Maintenance procedures shall be at no additional cost to the Port Authority, except if such work is determined by the Manager to be Extra Work.

In order to make replacements and repairs for the Loading Bridges as expeditiously as possible, the Contractor shall stock, keep and maintain at the Facility a sufficient supply of materials, such as minor parts, tools and other equipment, as may be necessary to make such replacements and repairs, and shall establish means to obtain other parts from the equipment manufacturer in an expeditious manner. However, except for lubricants, hydraulics fluids and minor parts which must be provided by the Contractor, the Contractor must be prepared to purchase and the contractor will be compensated under the extra work clause upon request by the Manager, any required parts or components.

The Port Authority shall have the right to remove the subject equipment or any items thereof from service hereunder. Any work which must be performed in order to take the subject equipment out of service and/or to return it to service shall, if ordered by the Manager, be performed by the Contractor and the Contractor shall be compensated therefor in accordance with the provisions of this agreement in the section entitled "Extra Work".

5. Personnel Uniforms

The Contractor shall provide for his personnel all necessary distinctive uniforms of a type and style which shall be subject to the prior and continuing approval of the Manager, and the Contractor's employees shall wear those uniforms at all times when performing the operations hereunder.

The uniforms must be worn by the Contractor's personnel at all times while working at the Facility. The Contractor shall be responsible to ensure that its employees are wearing proper shoes for the task being 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 work.

6. Transportation for Contractor's Personnel

The Contractor shall provide work vehicles for the transportation of its personnel, materials and equipment to the various job sites at the Facility. Vehicles shall be in good working order and shall be kept clean at all times.

The Contractor shall comply with Port Authority rules and regulations, with such procedures as are now in force and with such reasonable future rules, regulations, and procedures as may hereafter be adopted by the Port Authority for safe operation of motor vehicles at the Facility.

All Contractor's vehicles operated at the Facility in connection with this Contract shall be clearly labeled on both sides of the vehicle with the Contractor's name and address in contrasting lettering having a minimum dimension of 2" high with ½ " thick lines. The Port Authority will not furnish any free Facility use passes or public parking spaces for the Contractor.

7. Scheduling of Work

The Contractor shall during the term of this Contract with respect to Work covered by these Specifications submit to the Authority a written report generated by computer as herein described, setting forth the Contractor's advance scheduling for each three (3) month period of the Contract, which report shall include the Work scheduled by the Contractor to be accomplished during said three month period, the dates and time of day when such Work will be completed. The first such report covering the first three (3) months of this Contract shall be submitted to the Port Authority within ten (10) days prior to the commencement of this Contract and each subsequent three (3) month report shall be submitted by the Contractor at least twenty (20) days prior to the commencement of each such three (3) month period. The Contractor shall submit promptly to the Manager a written report of any changes in the aforesaid scheduling it contemplates making during the course of any three (3) month period, but no changes shall be made without the prior

approval of the Manager. The Contractor shall procure and maintain at its own expense, a computer and software program for use in the scheduling of Work and monthly billing.[All invoices and schedules must clearly indicate the appropriate line items on the Contractor's Price Sheets.

The Contractor shall, within twenty-four (24) hours, comply with any oral or written request given by the Manager to correct or remedy a condition or situation deemed by the Manager to require action. Immediate response shall be expected of the Contractor's personnel for any condition or situation determined by the Manager to constitute any emergency. The Contractor shall submit to the Manager on the first day of each calendar month during the term of this Contract a written report setting forth the actions taken by the Contractor with respect to any matters which the Manager may have, during the preceding month, requested the Contractor to correct or remedy.

The Contractor hereby further agrees to furnish to the Port Authority from time to time such other written reports in connection with its operations hereunder as the Port Authority may deem necessary or desirable in connection with the Port Authority's responsibility as the operator of the Facility.

8. Replacement of Materials and Parts

The Contractor shall stock, keep and maintain in a place that allows quick access, in the New York-New Jersey Metropolitan Area, a sufficient supply of spare parts and materials, tools and other equipment as may be necessary to make replacements and repair without delay.

9. Breakdown, Malfunction or Damage

Immediately upon the Contractor's discovery of any damage or signs of disrepair to, mechanical breakdown or malfunction of, or cracks or breaks in any item to be maintained or repaired hereunder, he shall advise the Manager and shall place such "Out of Order" or warning signs as are appropriate. Such signs will be furnished by the Contractor and shall remain in place until necessary repairs are completed, and shall comply with all applicable codes.

10. Service Log Books

The Contractor shall maintain Port Authority provided service log books at designated locations for the Passenger Loading Bridges. The Contractor shall make the following entries upon each visit to the service equipment.

1. Record time arrived on location.
2. Note purpose of visit, i.e., routine maintenance or callback, etc.
3. Record specific work performed.
4. Operating condition of equipment at time of departure.
5. Time of departure.
6. Signature of service person.

11. Repairs Resulting From Negligence, Misuse, Accidents or Abuse

The Contractor shall be entitled to compensation in addition to that specified in the "Pricing Sheets", Exhibits "A" – "D", only for such portion of the cost of any tests, repairs and replacements as are necessitated directly by negligence, misuse, accidents or abuse which are not the fault of the Contractor, as affirmatively demonstrated by it to the sole satisfaction of the Manager. In determining the amount of such payment by the Port Authority to the Contractor, there shall not be included in the amount of such payment that 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 obligation. Compensation for any repairs or replacements under this paragraph shall be computed as set forth in this paragraph and as set forth in the Section hereof entitled "Extra Work".

The Contractor shall immediately perform all required repairs and replacements regardless of the cause thereof, except repairs or replacement work which the Contractor considers to be "Extra Work" which shall not be performed without prior notice to and approval of the Manager.

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, including such reports, records and receipts as are required pursuant to the clause of the Contract entitled "Extra Work". The failure of the Contractor to inform the Manager prior to the performance of Work that he 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 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.

12. Management and Supervision

The Contractor must have a New York State Licensed Professional Engineer on staff, or readily available, for immediate referral in the event of a Loading Bridge

modification. The Licensed Professional Engineer's name and New York State License Number shall be furnished to the Authority in writing within ten (10) working days after the contract award date throughout the length of the contract and/or any option periods or extensions.

The Contractor shall assign sufficient supervisory staff ("Supervisor") for routine maintenance, repairs, and inspections and whose presence at the Site of Work will be required daily. The Supervisor shall ensure such personnel are signed in and ready to work, are properly uniformed and identified and have adequate supplies; and they shall not be assigned to the performance of administrative tasks. The Supervisor are to oversee the mechanics performing maintenance and repairs of the loading bridges. The Supervisor will not perform administrative tasks meaning payroll for staff.

The Supervisor assigned shall serve as the Contractor's representative at the Site of the Work and shall have day to day responsibility for ensuring that all work required hereunder is performed in the manner and at the times specified. Such responsibility shall include, but shall not be limited to, regular inspection of all areas in which Work is being performed hereunder; overall supervision of assigned staff; scheduling of Work; ordering of equipment, material and supplies and training of employees.

The Supervisor assigned shall be authorized by the Contractor to receive and put into effect promptly all orders, directions and instructions from the Port Authority Manager at the Facility, regarding the performance of the work specified in the Contract and job inspection.

The Manager shall have the right to approve or reject any Supervisor proposed by the Contractor for assignment hereunder.

The Supervisor assigned hereunder shall be provided with a Verizon cellular telephone, or a Port Authority approved equal and shall respond to the Manager within fifteen (15) minutes of receiving notice. All Mechanics shall be supplied with two-way Radios to maintain contact with the Contractor's Supervisor.

Primary residence telephone numbers and alternate phone numbers shall be made available to the Manager for all supervisory personnel employed by the Contractor for use in emergency notifications and shall be updated as necessary. Contractor's management personnel shall be available for discussion by phone within one hour following the Manager's request and shall be physically present at the Site of the Work within four hours following the Manager's request.

The Supervisor shall devote most of his/her time to immediate supervision of the personnel performing the work required hereunder. [The Supervisor shall also ensure that all employees are adequately trained in safety procedures.

The Cost for the Supervisor shall be borne by the Contractor as an included cost and shall not be separately billable hereunder.

13. Callback Service

“Callback Service” is defined as emergency repair service, for the Loading Bridges, that is available twenty-four (24) hours per day, seven (7) days per week, including legal holidays. In providing callback service, the Contractor shall respond to calls with a qualified Mechanic/Technician, without additional charge, within two (2) hours after the Manager’s request.

All emergency repairs [“to the Loading Bridges are required to be made immediately. The Contractor’s staff responding to emergencies on the Loading Bridge are required to remain and complete all necessary repairs. If the scope of the repair is such that additional labor and/or materials are required, the Contractor shall supply such labor and/or materials within the time period designated by the Manager but in no event later than four (4) hours following the Manager’s concurrence that such labor and/or materials are required. The Contractor will be separately compensated as provided in the Extra Work clause of the Contract only for such repairs that are designated by the Manager as falling under the section of the Specifications entitled “Repairs Resulting From Negligence, Misuse, Accidents or Abuse”.

14. Identification and Customs Holograms

No agent, employee or subcontractor of the Contractor will be permitted on or about the Facility without a pass, permit or identification badge (“Badge”) approved by the Manager. The Contractor shall obtain such Badges for his employees. The Badge shall list the name of the employee, show the employee’s signature and contain a recent photograph of the employee.

The name and address of the Contractor shall also appear on the Badge. The identification badges shall be worn in a conspicuous and clearly visible position by all those engaged in the work whenever they are at the Facility.

In addition to aforementioned Badge, all contract staff must obtain and display at all times an identification card issued by the Port Authority I.D. Office. This identification card must have a U.S. Customs Hologram; therefore each employee will be subject to a fingerprint/background check. The Contractor will be responsible for facilitating fingerprint/background check process in a timely fashion and all expenses associated with this process will be the responsibility of the Contractor. Each employee may also be required to attend a Security Identification Display Area (SIDA) training class prior to being issued this identification. The cost of this training class will also be the responsibility of the Contractor.

15. Extraordinary Work

At the verbal request of the Manager, followed by a written confirmation, the Contractor shall perform Extraordinary Work at the unit prices inserted by the Contractor in the pricing sheet "Extraordinary Work". Extraordinary Work shall not include the repetition of prior work performed by the Contractor and determined by the Manager to be unsatisfactory and requested to be repeated. Extraordinary work shall include services in additional areas. It shall also include work frequencies beyond the minimums set forth herein when the Manager determines that such additional frequencies are required due to special events or other circumstances out of the ordinary. The Manager's written request must specifically identify the work as Extraordinary Work.

PRICING SHEETS
YEAR ONE
EXHIBIT "A"
MAINTENANCE

Prices are inclusive of all labor, parts, materials and supervision required to successfully perform required maintenance.

PERIODIC ROUTINE MAINTENANCE	NUMBER OF UNITS		UNIT PRICE		REQUIRED FREQUENCY PER YEAR		ESTIMATED YEAR ONE CONTRACT PRICE
A.1 – Weekly	2	X	\$	X	40	=	\$
A.2 – Monthly	2	X	\$	X	8	=	\$
A.3 – Quarterly	2	X	\$	X	2	=	\$
A.4 – Semi-Annually	2	X	\$	X	1	=	\$
A.5 – Annually	2	X	\$	X	1	=	\$

A.6 TOTAL ESTIMATED YEAR ONE CONTRACT PRICE FOR MAINTENANCE OF TWO (2) PASSENGER LOADING BRIDGES
(SUM OF ITEMS A.1 thru A.5) = \$ _____

EXHIBIT B
EMERGENCY CALL BACK SERVICE LABOR

[Is this in addition to "Maintenance" above? What labor does it cover?]

ITEM	DESCRIPTION OF WORKER	ESTIMATED ANNUAL HOURS		CHARGE PER HOUR		ESTIMATED YEAR ONE CONTRACT PRICE
B.1	MECHANIC	500 HOURS	X	\$	=	\$
B.2	SUPERVISOR	100 HOURS	X	\$	=	\$

B.3 TOTAL ESTIMATED YEAR ONE CONTRACT PRICE FOR PROJECT WORK LABOR = \$ _____
(SUM OF ITEMS B.1 & B.2)

**PRICING SHEETS
EXHIBIT "D"
EXTRAORDINARY WORK
YEAR ONE**

(Prices includes all labor, parts and material cost required to successfully perform items listed in exhibit D)

ITEM	DESCRIPTION OF WORK	COST PER PLB		EST. # OF PLBs		ESTIMATED CONTRACT PRICE FOR EXTRAORDINARY WORK –
D.4	Replace Vertical Drive Break	\$ _____	X	2	=	\$ _____
D.5	Replace Horizontal Drive Break	\$ _____	X	2	=	\$ _____
D.6	Replace Cab Motor Break	\$ _____	X	2	=	\$ _____
D.7	Replace Vertical Drive Motor	\$ _____	X	2	=	\$ _____
D.8	Replace Horizontal Drive Motor	\$ _____	X	2	=	\$ _____
D.9	Replace Vertical Drive Gear Box	\$ _____	X	2	=	\$ _____
D.10	Replace Horizontal Drive Gear Box	\$ _____	X	2	=	\$ _____
D.11	Replace Floor and Carpet with Marine Plywood & Manufacturer's Suggested Carpet	\$ _____	X	2	=	\$ _____

D.12 Total Estimated Contract Price for Extraordinary Work = \$ _____
(Sum of Items D.1 Thru D.11)

PRICING SHEETS
Exhibit E

Price Summary

E.1) Total Estimated Year One Contract Price for Maintenance = \$ _____
(Exhibit A, Item A.6)

E.2) Total Estimated Year One Contract Price for Project Work Labor = \$ _____
(Exhibit B, Item B.3)

E.3) Total Estimated Contract Price for 1 Year Inspections = _____
(Exhibit C, Item C.1)

E.4) Total Estimated Contract Price for Extraordinary Work = \$ _____
(Exhibit D, Item D.13)

Total Estimated One (1) Year Contract Price = \$ _____
(Sum of Items E.1 thru E.4 above)

COMPANY NAME: _____