

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: APRIL 17, 2014

TITLE: PATH'S SMARTLINK CUSTOMER AND FULFILLMENT SERVICES

BID NO.: 37221

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

BID DUE DATE: MAY 13, 2014 TIME: 11:00 AM

FACILITY INSPECTION : APRIL 29, 2014 TIME: 10:00 AM

**BUYER NAME: LESLEY BROWN PHONE NO.: (201) 395-3469
FAX NO.: (201) 395-3425
EMAIL: lbrown@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..... 5
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 6
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 11
19. City Payroll Tax..... 12
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 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 Trans-Hudson Corporation ("PATH") 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. As used herein, the term "Port Authority" shall mean the Port Authority of New York and New Jersey acting on behalf of PATH.

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 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, 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 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 and PATH 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 and/or PATH 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. PATH 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. Price Adjustment during Base Term (Index Based) 2
7. Option Period(s)..... 2
8. Price Adjustment during Option Period(s) (Index Based)..... 2
9. Extension Period 2
10. Facility Inspection..... 2
11. Specific Bidder’s Prerequisites 2
12. Bidder’s Additional Submittal Requirements 3
14. Available Documents..... 4
15. Contractor Staff Background Screening 4

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

The Contractor shall have primary responsibility for the provision of internet/telephone-based cardholder support tasks, preparation of Smart Cards for distribution to cardholders including card initialization, product encoding and, for seniors and employees, photo personalization.

2. Location(s) Services Required

SmartLink Customer Service Center, 122 Academy Street, Jersey City, NJ 07302, as more fully described in the definition of “Facility” in the Specifications.

3. Expected Date of Commencement of Contract

On or about July 1, 2014

4. Contract Type

Unit Price Service Contract

5. Duration of Contract

Two (2) year base term expiring on or about June 30, 2016

6. Price Adjustment during Base Term (Index Based)

Not Applicable

7. Option Period(s)

Not Applicable

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

Not Applicable

9. Extension Period

Up to 120-day Extension Applicable

10. Facility Inspection

Journal Square Transportation Center, One PATH Plaza, 10th floor, Jersey City, NJ 070306

Date and Time: April 29, 2014 at 10:00AM

Please contact Lorraine Orosz at 201-216-6443 to confirm attendance and/or receive travel directions.

11. Specific Bidder’s Prerequisites

- a. The Bidder shall have had at least two (2) year(s) of continuous experience immediately prior to the date of submission of its bid in the management and

operation of a business providing customer support service personnel 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 two (2) 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 performed or be performing under at least one (1) contract(s) requiring similar services of similar scope to those required under this Contract.
- 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 \$500,000 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.

12. Bidder's Additional Submittal Requirements

Bidders are strongly encouraged to retain current employees for this Contract and to provide for a stable workforce. Bidders are requested to submit additional documentation as follows:

- a. A statement that an employee who performed a similar role at a Facility under the current Port Authority contract would suffer no diminution in wage rate under this Contract;
- b. Supporting documentation that it provides or is capable of providing Health Benefits for its full time employees, who will be performing the services hereunder in compliance with the Health Benefit requirements set forth in Section V, clause entitled "Wages, Health and Supplemental Benefits", with such Health Benefits to be provided within thirty (30) days of award of this Contract;
- c. The "Calculation of Hourly Rate Forms" included in Part IV detailing its allowance for holiday, vacation and sick days, health, retirement, and other supplemental benefits implemented and administered by the Bidder.
- d. The Bidder should submit any backup material deemed appropriate, including but not limited to the computation of Management Fee and the Company's Certified Overhead Statement, if available, in support of the "Calculation of Hourly Rate Forms".

In preparing the "Calculation of Hourly Rate Forms" for this Contract, the Bidder shall take into consideration the costs of all required benefits hereunder, including but not limited to: holiday, vacation, sick, health and retirement. Please note that all calculations should be based on 2080 annual hours.

13. Available Documents

The following documents will be made available for reference and examination:

PATH's SmartLink Customer and Fulfillment Services; Contract #4600009006;
Purchase Order #4500063100

14. Contractor Staff Background Screening

The Contractor awarded this contract may be required to have its staff, and any subcontractor's staff working under this Contract, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority. The Contractor (and subcontractor) may also be required to use an organization designated by the Authority to perform the background checks. The cost for said background checks for staff that pass and are granted a credential shall be reimbursable to the Contractor (and its subcontractors) as an out-of-pocket expense. Staff that are rejected for a credential for any reason are not reimbursable.

As of January 29, 2007, the Secure Worker Access Consortium (S.W.A.C.) is the only Port Authority approved provider to be used to conduct background screening, except as otherwise required by federal law and/or regulation. Information about S.W.A.C., instructions, corporate enrollment, online applications, and location of

processing centers can be found at <http://www.secureworker.com>, or S.W.A.C. may be contacted directly at (877)522-7922.

**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	4
6.	Insurance	5
7.	Increase and Decrease in Areas or Frequencies.....	7
8.	Extra Work.....	8

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 therefore 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 shall send a notice that it is extending the Base Term of this Contract, and this Contract shall thereupon be extended for the applicable Option Period. If the Contract provides for more than one Option Period, the same procedure shall apply with regard to extending the term of this Contract for succeeding Option Periods.
- c) Unless specified as not applicable to this Contract in Part II hereof, the Port Authority shall have the absolute right to extend the Base Term for an additional period of up to one hundred and twenty (120) days subsequent to the Expiration Date of the Base Term, or 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 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, PATH agrees to pay to the Contractor and the Contractor agrees to accept from PATH 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 PATH for Services rendered under this Contract shall be subject to the approval of the Superintendent/Manager in all respects, including, but not limited to, format, breakdown of items presented and verifying records. All computations made by the Contractor and all billing and billing procedures shall be done in conformance with the following procedures:

- a) Payment shall be made in accordance with the prices for the applicable service (during the applicable Contract year) as they appear on the Pricing Sheet(s), as the same may be adjusted from time to time, 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 Superintendent/Manager.
- b) The Contractor shall submit to the Superintendent/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 Superintendent/Manager for verification. The invoice must show the Contractor's Federal Tax Identification Number. Payment will be made within thirty (30) days of PATH's verification of the invoice.
- c) No certificate, payment, acceptance of any Work or any other act or omission of any representative of PATH shall operate to release the Contractor from any obligation under or upon this Contract, or to estop PATH from showing at any time that such certificate, payment, acceptance, act or omission was incorrect or to preclude PATH from recovering any monies paid in excess of those lawfully due and any damage sustained by PATH.
- 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 PATH, the Contractor shall pay to PATH the difference promptly upon

receipt of PATH's statement thereof. PATH 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 extended term. However should this Contract be terminated for any reason prior to the last month of the Base Term or 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 PATH of all claims of and of all liability to the Contractor for all things done or furnished in connection with the Contract and for every act and neglect of PATH and others relating to or arising out of the 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

Not Applicable

5. Liquidated Damages

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 PATH 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:

In the event that the Contractor fails to satisfactorily provide a Manager, Customer Service Center Supervisor and/or Customer Service Agents, as required under this Contract, then inasmuch as the damage and loss to PATH, including disruption of the operation at the Facility and disruption of the Customer Servicing and Fulfillment Servicing Center at the Facility, which will result from the non-performance of the Service not performed, cannot be calculated and will be incapable of accurate estimation, then in lieu of and in liquidation of damages for such breach, the amount payable by PATH to the Contractor hereunder shall be reduced by an amount equal to the product obtained by multiplying two-hundred percent (200%) of the applicable hourly charge or charges set forth in the Contractors Cost Proposal, as the same may have been adjusted, by the number of hours and major fractions thereof (quarter hours) that the Contractor fails to provide the Services (it being understood that in no event shall any amount be payable by the PATH for Service hours not actually provided by the Contractor), said amount or amounts to be deducted from any sums due and owing from the

PATH to the Contractor as the PATH shall determine from time to time, in its sole discretion.

In the event that, for any reason, the Contractor fails to maintain or to provide or have available when required or requested by PATH any documentation, reports or records such as Wage Compliance records, training records, or any other documentation required hereunder as required, the amount payable by PATH to the Contractor hereunder shall be reduced by an amount equal to One Hundred Dollars and No Cents (\$100.00) per day per record or item multiplied by the number of days or major fractions thereof that the Contractor fails to maintain or provide any documentation, reports or records, said amount or amounts to be deducted from any sums due and owing from PATH to the Contractor hereunder as PATH shall determine from time to time in its sole discretion.

The Superintendent/Manager shall determine whether the Contractor has performed in a satisfactory manner and their determination shall be final, binding and conclusive upon the Contractor.

Failure of the Superintendent/Manager or PATH to impose liquidated damages shall not be deemed PATH acceptance of unsatisfactory performance or of a failure to perform on the part of the Contractor or a waiver of its remedies hereunder.

6. Insurance

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

Commercial General Liability Insurance - \$ 2 million combined single limit per occurrence for bodily injury and property damage liability.

Automobile Liability Insurance - \$ 2 million combined single limit per accident for bodily injury and property damage liability.

In addition, the Contractor shall take out, maintain and at all times pay premiums on a **Comprehensive Crime Insurance Policy - in limits of not less than \$2 million per occurrence**, including but not limited to dishonesty, disappearance, destruction, employee dishonesty coverage, theft, robbery, burglary, transit coverage, loss inside and outside premises, and depositors forgery coverage. The deductible shall be the responsibility of the Contractor and shall not be more than twenty-five thousand dollars unless approved by The Port Authority of NY & NJ. The said policy shall included The Port Authority of NY & NJ as loss payee.

The liability policy(ies) shall name “The Port Authority of NY & NJ and its wholly owned entities” 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 an endorsement 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 Management.

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 Management 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 Management 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 Management, 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 Contract Administrator, Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Management 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#4444N**

7. Increase and Decrease in Areas or Frequencies

The Superintendent/Manager shall have the right, at any time and from time to time in his/her sole discretion, to increase and/or decrease the frequencies of all or any part of the services required hereunder 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 Superintendent/Manager decides to change any frequencies or areas such change shall be by written notice not less than seven (7) 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 Superintendent/Manager shall have the right to negotiate the compensation to reflect such change, whether an increase or decrease in areas or frequencies, which, in the opinion of the Superintendent/Manager, are necessary to

complete the work, by multiplying the increased or decreased amount by the negotiated rate.

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

No such changes in areas or frequencies 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 increases in frequencies or areas shall not constitute Extra Work and, as such, shall not be limited by the Extra Work provisions of this Contract.

8. Extra Work

The Contractor is required to provide separate materials, supplies, equipment and personnel for Extra Work when such is deemed necessary by the Superintendent/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 Superintendent/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) up to **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 up to **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 Superintendent/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 Superintendent/Manager as required herein. The Contractor shall promptly furnish to the Superintendent/Manager such bills of sale and other instruments as the Superintendent/Manager may require, executed, acknowledged and delivered, assuring to the Superintendent/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 Superintendent/Manager shall have the authority to decide all questions in connection with Extra Work. The exercise by the Superintendent/Manager of the powers and authorities vested in him/her by this section shall be binding and final upon PATH and the Contractor.

The Contractor shall submit all reports, records and receipts as are requested by the Superintendent/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 Superintendent/Manager within twenty-four (24) hours of performing the work that he 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 Superintendent/Manager within twenty-four (24) hour following the receipt of written or verbal notice from the Superintendent/Manager, or in the case of an emergency as determined by the Superintendent/Manager, within four (4) hours following the receipt by the Contractor of the Superintendent/Manager's written or oral notification. Where oral notification is provided hereunder, the Superintendent/Manager shall thereafter confirm the same in writing.

All Extra Work shall be billed to PATH on a separate invoice on a monthly basis.

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

1. SIGNATURE SHEET 2
2. NAME AND RESIDENCE OF PRINCIPALS SHEET..... 3
3. PRICING SHEET(S) 4
 Entry of Prices..... 4
 TWO YEAR CONTRACT 4
4. CALCULATION OF HOURLY RATE FORM..... 8

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)
------	-------	--

**EXHIBIT 1
PRICE SHEETS
CUSTOMER SUPPORT SERVICES**

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 Annual Total 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".
- g. The Total Estimated Two (2) Contract Price shall be obtained by adding the Estimated Year One (1) Contract Price to Year Two (2) Estimated Contract Price.
- h. The Port Authority makes no representation or guarantee as to the actual hours that will be required for the satisfactory performance of the Contract by the Contractor. The enumeration of minimum staffing shall not be construed as a recommended staffing level or a maximum staffing level for performance of work.

YEAR 1

Item of Work (Description)	Est. Annual Quantity Hours		Hourly Price	=	Estimated Annual Total
A. Customer Service Center Representative	12,480	x	\$	=	\$
B. Senior Customer Service Center Representative	8,320	x	\$	=	\$
C. Customer Service Center Supervisor	2,080	x	\$	=	\$

D. *MONTHLY MANAGEMENT FEE \$ _____ x 12 MONTHS = \$ _____
 MONTHLY FEE TOTAL MANAGEMENT FEE

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

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

**Carry-over sum to Exhibit E – Price Summary.
 Prices are firm for the duration of the Contract

OVERTIME

Item of Work (Description)	Est. Annual Quantity Overtime Hours		Hourly Price	=	Estimated Annual Total
F. Customer Service Center Representative	200	x	\$	=	\$
G. Senior Customer Service Center Representative	300	x	\$	=	\$
H. Customer Service Center Supervisor	100	x	\$	=	\$

I. **ESTIMATED YEAR ONE CONTRACT PRICE: \$ _____
 (F+G+H=I)

**Carry-over sum to Exhibit E – Price Summary
 Prices are firm for the duration of the Contract

YEAR 2

Item of Work (Description)	Est. Annual Quantity Hours		Hourly Price	=	Estimated Annual Total
J. Customer Service Center Representative	12,480	x	\$	=	\$
K. Senior Customer Service Center Representative	8,320	x	\$	=	\$
L. Customer Service Center Supervisor	2,080	x	\$	=	\$

M. *MONTHLY MANAGEMENT FEE \$ _____ x 12 MONTHS = \$ _____
MONTHLY FEE TOTAL MANAGEMENT FEE

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

N. *ESTIMATED YEAR TWO CONTRACT PRICE: \$ _____
(J+K+L+M=N)

**Carry-over sum to Exhibit E – Price Summary
Prices are firm for the duration of the Contract

OVERTIME

Item of Work (Description)	Est. Annual Quantity Overtime Hours		Hourly Price	=	Estimated Annual Total
O. Customer Service Center Representative	200	x	\$	=	\$
P. Senior Customer Service Center Representative	300	x	\$	=	\$
Q. Customer Service Center Supervisor	100	x	\$	=	\$

R. **ESTIMATED YEAR TWO CONTRACT PRICE: \$ _____
(O+P+Q=R)

**Carry-over sum to Exhibit E – Price Summary
Prices are firm for the duration of the Contract

PRICING SHEET SUMMARY

YEAR ONE CUSTOMER SUPPORT SERVICES	\$ _____ (E)
YEAR ONE OVERTIME	\$ _____ (I)
YEAR TWO CUSTOMER SUPPORT SERVICES	\$ _____ (N)
YEAR TWO OVERTIME	\$ _____ (R)
TOTAL ESTIMATED TWO (2) YEAR CONTRACT PRICE	\$ _____ (S) (E+I+N+R=S)

Please note:

- No direct reimbursement is provided in the Contract for, among other things, such as but not limited to, uniforms, office supplies, office telephone service, wireless phones, certain training, and, accordingly, the Contractor should consider these costs in determining its hourly charges. Also, in computing the hourly charges, please refer to the section entitled “Wages, Health and Supplemental Benefits.

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

4. CALCULATION OF HOURLY RATE FORM

INSTRUCTIONS FOR CALCULATION OF AVERAGE HOURLY RATE FORM

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

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

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

PROPOSER NAME: _____ PROPOSAL NUMBER _____

CUSTOMER SERVICE CENTER REPRESENTATIVE

YEAR 1

MINIMUM WAGE:
FULL-TIME EMPLOYEES FORM

ITEM # 1

AVERAGE HOURLY DIRECT WAGES \$ _____
NUMBER OF EMPLOYEES _____

ITEM #2

AVERAGE HEALTH BENEFITS
HEALTH \$ _____

ITEM #3

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

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

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

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

ITEM #5

AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL \$ _____
UNIFORMS \$ _____
EQUIPMENT \$ _____
MATERIALS \$ _____
SUPPLIES \$ _____
RELIEF \$ _____
ROLL CALL \$ _____

OTHER COMPONENTS NOT SPECIFIED ABOVE \$ _____
SPECIFY _____

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD
AND PROFIT \$ _____

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

PART IV - 9
PART IV – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S)

PROPOSER NAME: _____ PROPOSAL NUMBER _____

CUSTOMER SERVICE CENTER REPRESENTATIVE

YEAR 2

MINIMUM WAGE:

FULL-TIME EMPLOYEES FORM

ITEM # 1

AVERAGE HOURLY DIRECT WAGES \$ _____

NUMBER OF EMPLOYEES _____

ITEM #2

AVERAGE HEALTH BENEFITS
HEALTH \$ _____

ITEM #3

AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) NUMBER OF
DAYS PROVIDED

HOLIDAY ALLOWANCE \$ _____

VACATION ALLOWANCE \$ _____

SICK TIME ALLOWANCE \$ _____

PENSION \$ _____

WELFARE \$ _____

OTHER SUPPLEMENTAL BENEFITS \$ _____

SPECIFY _____

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

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A. \$ _____

N.Y.S.U.I./ N.J.S.U.I. \$ _____

F.U.I. \$ _____

WORKERS' COMPENSATION \$ _____

GENERAL LIABILITY INSURANCE \$ _____

DISABILITY INSURANCE \$ _____

OTHER TAXES AND INSURANCE \$ _____

SPECIFY _____

ITEM #5

AVERAGE ADDITIONAL COMPONENTS

(IF APPLICABLE)

VEHICLE/MTCE/FUEL \$ _____

UNIFORMS \$ _____

EQUIPMENT \$ _____

MATERIALS \$ _____

SUPPLIES \$ _____

RELIEF \$ _____

ROLL CALL \$ _____

OTHER COMPONENTS NOT SPECIFIED ABOVE \$ _____

SPECIFY _____

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD
AND PROFIT \$ _____

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

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

PROPOSER NAME: _____ PROPOSAL NUMBER _____

SENIOR CUSTOMER SERVICE CENTER REPRESENTATIVE

YEAR 1

MINIMUM WAGE:

FULL-TIME EMPLOYEES FORM

ITEM # 1

AVERAGE HOURLY DIRECT WAGES \$ _____

NUMBER OF EMPLOYEES _____

ITEM #2

AVERAGE HEALTH BENEFITS
HEALTH \$ _____

ITEM #3

AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) NUMBER OF
DAYS PROVIDED

HOLIDAY ALLOWANCE \$ _____

VACATION ALLOWANCE \$ _____

SICK TIME ALLOWANCE \$ _____

PENSION \$ _____

WELFARE \$ _____

OTHER SUPPLEMENTAL BENEFITS \$ _____

SPECIFY _____

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

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A. \$ _____

N.Y.S.U.I./ N.J.S.U.I. \$ _____

F.U.I. \$ _____

WORKERS' COMPENSATION \$ _____

GENERAL LIABILITY INSURANCE \$ _____

DISABILITY INSURANCE \$ _____

OTHER TAXES AND INSURANCE \$ _____

SPECIFY _____

ITEM #5

AVERAGE ADDITIONAL COMPONENTS

(IF APPLICABLE)

VEHICLE/MTCE/FUEL \$ _____

UNIFORMS \$ _____

EQUIPMENT \$ _____

MATERIALS \$ _____

SUPPLIES \$ _____

RELIEF \$ _____

ROLL CALL \$ _____

OTHER COMPONENTS NOT SPECIFIED ABOVE \$ _____

SPECIFY _____

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD
AND PROFIT \$ _____

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

PROPOSER NAME: _____ PROPOSAL NUMBER _____

SENIOR CUSTOMER SERVICE CENTER REPRESENTATIVE

YEAR 2

MINIMUM WAGE:

FULL-TIME EMPLOYEES FORM

ITEM # 1

AVERAGE HOURLY DIRECT WAGES \$ _____

NUMBER OF EMPLOYEES _____

ITEM #2

AVERAGE HEALTH BENEFITS
HEALTH \$ _____

ITEM #3

AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) NUMBER OF
DAYS PROVIDED

HOLIDAY ALLOWANCE \$ _____

VACATION ALLOWANCE \$ _____

SICK TIME ALLOWANCE \$ _____

PENSION \$ _____

WELFARE \$ _____

OTHER SUPPLEMENTAL BENEFITS \$ _____

SPECIFY _____

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

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A. \$ _____

N.Y.S.U.I./ N.J.S.U.I. \$ _____

F.U.I. \$ _____

WORKERS' COMPENSATION \$ _____

GENERAL LIABILITY INSURANCE \$ _____

DISABILITY INSURANCE \$ _____

OTHER TAXES AND INSURANCE \$ _____

SPECIFY _____

ITEM #5

AVERAGE ADDITIONAL COMPONENTS

(IF APPLICABLE)

VEHICLE/MTCE/FUEL \$ _____

UNIFORMS \$ _____

EQUIPMENT \$ _____

MATERIALS \$ _____

SUPPLIES \$ _____

RELIEF \$ _____

ROLL CALL \$ _____

OTHER COMPONENTS NOT SPECIFIED ABOVE \$ _____

SPECIFY _____

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD
AND PROFIT \$ _____

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

PROPOSER NAME: _____ PROPOSAL NUMBER _____

CUSTOMER SERVICE CENTER SUPERVISOR

YEAR 1

MINIMUM WAGE:

FULL-TIME EMPLOYEES FORM

ITEM # 1

AVERAGE HOURLY DIRECT WAGES \$ _____
NUMBER OF EMPLOYEES _____

ITEM #2

AVERAGE HEALTH BENEFITS
HEALTH \$ _____

ITEM #3

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

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

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

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

ITEM #5

AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL \$ _____
UNIFORMS \$ _____
EQUIPMENT \$ _____
MATERIALS \$ _____
SUPPLIES \$ _____
RELIEF \$ _____
ROLL CALL \$ _____

OTHER COMPONENTS NOT SPECIFIED ABOVE \$ _____
SPECIFY _____

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD
AND PROFIT \$ _____

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

PART IV - 13
PART IV – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S)

PROPOSER NAME: _____ PROPOSAL NUMBER _____

CUSTOMER SERVICE CENTER SUPERVISOR

YEAR 2

MINIMUM WAGE:
FULL-TIME EMPLOYEES FORM

ITEM # 1

AVERAGE HOURLY DIRECT WAGES \$ _____
NUMBER OF EMPLOYEES _____

ITEM #2

AVERAGE HEALTH BENEFITS
HEALTH \$ _____

ITEM #3

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

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

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

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

ITEM #5

AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

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

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD
AND PROFIT \$ _____

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

PART IV - 14
PART IV – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S)

PROPOSER NAME: _____ PROPOSAL NUMBER _____

CUSTOMER SERVICE CENTER MANAGER

YEAR 1

FULL-TIME EMPLOYEES FORM

ITEM # 1

AVERAGE ANNUAL DIRECT WAGES \$ _____

NUMBER OF EMPLOYEES _____

ITEM #2

AVERAGE HEALTH BENEFITS
HEALTH \$ _____

ITEM #3

AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) NUMBER OF
DAYS PROVIDED

HOLIDAY ALLOWANCE \$ _____

VACATION ALLOWANCE \$ _____

SICK TIME ALLOWANCE \$ _____

PENSION \$ _____

WELFARE \$ _____

OTHER SUPPLEMENTAL BENEFITS \$ _____

SPECIFY _____

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

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A. \$ _____

N.Y.S.U.I./ N.J.S.U.I. \$ _____

F.U.I. \$ _____

WORKERS' COMPENSATION \$ _____

GENERAL LIABILITY INSURANCE \$ _____

DISABILITY INSURANCE \$ _____

OTHER TAXES AND INSURANCE \$ _____

SPECIFY _____

ITEM #5

AVERAGE ADDITIONAL COMPONENTS

(IF APPLICABLE)

VEHICLE/MTCE/FUEL \$ _____

UNIFORMS \$ _____

EQUIPMENT \$ _____

MATERIALS \$ _____

SUPPLIES \$ _____

RELIEF \$ _____

ROLL CALL \$ _____

OTHER COMPONENTS NOT SPECIFIED ABOVE \$ _____

SPECIFY _____

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD
AND PROFIT \$ _____

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

PROPOSER NAME: _____ PROPOSAL NUMBER _____

CUSTOMER SERVICE CENTER MANAGER

YEAR 2

FULL-TIME EMPLOYEES FORM

ITEM # 1

AVERAGE ANNUAL DIRECT WAGES \$ _____

NUMBER OF EMPLOYEES _____

ITEM #2

AVERAGE HEALTH BENEFITS
HEALTH \$ _____

ITEM #3

AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) NUMBER OF
DAYS PROVIDED

HOLIDAY ALLOWANCE \$ _____

VACATION ALLOWANCE \$ _____

SICK TIME ALLOWANCE \$ _____

PENSION \$ _____

WELFARE \$ _____

OTHER SUPPLEMENTAL BENEFITS \$ _____

SPECIFY _____

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

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A. \$ _____

N.Y.S.U.I./ N.J.S.U.I. \$ _____

F.U.I. \$ _____

WORKERS' COMPENSATION \$ _____

GENERAL LIABILITY INSURANCE \$ _____

DISABILITY INSURANCE \$ _____

OTHER TAXES AND INSURANCE \$ _____

SPECIFY _____

ITEM #5

AVERAGE ADDITIONAL COMPONENTS

(IF APPLICABLE)

VEHICLE/MTCE/FUEL \$ _____

UNIFORMS \$ _____

EQUIPMENT \$ _____

MATERIALS \$ _____

SUPPLIES \$ _____

RELIEF \$ _____

ROLL CALL \$ _____

OTHER COMPONENTS NOT SPECIFIED ABOVE \$ _____

SPECIFY _____

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD
AND PROFIT \$ _____

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

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

PART V – SPECIFICATIONS, TABLE OF CONTENTS

1. Specific Definitions 2
2. Work Required by the Specifications 2
3. Customer Service Center Manager’s Minimum Salary 15
4. Wages and Supplemental Benefits..... 15

PART V – SPECIFICATIONS

1. SPECIFIC DEFINITIONS

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

“Facility” shall mean the Port Authority Trans-Hudson Corporation’s (PATH) SmartLink Customer Service Center, 122 Academy Street, Jersey City, NJ 07302.

2. WORK REQUIRED BY THE SPECIFICATIONS

These Specifications relate generally to the performance of the Contractor, who shall have primary responsibility for the provision of internet/telephone-based cardholder support tasks and preparation of Smart Cards for distribution to cardholders, including card initialization, product encoding and, for seniors and employees, photo personalization. Additionally, the Contractor shall be responsible for issuing replacement cards and, when required, verifying and calculating the number of stored rides to replace for a registered card reported as lost, stolen, damaged or malfunctioning. The Contractor shall answer all program questions from prospective, new and existing cardholders and shall process card registration applications and claims for replacement of cards.

The Contractor will also be responsible for the removal of products that have been delivered to customers cards which have not been paid for due to declined credit card payments, and will continuously monitor to ensure that the removal of those products is successful, “hotlisting” any cards that are approaching the expiration date of the removal command to ensure product is not used. Answer all emails received related to the SmartLink program received in the designated SmartLink Service mailbox. Accurately record all customer related information into designated database. Other clerical and administrative duties may be required as defined by the Superintendent.

The Contractor’s employees assuming these responsibilities shall have demonstrated prior experience with internet/telephone-based customer service, as well as knowledge of various PC applications, including Microsoft Word, Excel and Outlook.

Contractor’s employees should also demonstrate the following qualities:

- a) Excellent administrative skills;
- b) Pay attention to detail;
- c) Excellent customer service and interpersonal skills;
- d) Capable of calming an emotional situation;
- e) Capable of providing information clear and concise both orally and written;
- f) Must be able to multi-task and have the ability to learn various repetitive processes in a timely manner;
- g) Experience with and understanding of electronic payment processing technology for credit cards, gift cards, prepaid benefits, and customer service loyalty programs.

The Contractor shall, at all times, cooperate with the Superintendent, who shall be advised immediately by the Contractor's personnel of any abnormal, unusual, or emergency conditions in the operation of the customer service functions.

The Contractor shall conduct its operations hereunder so as not to endanger, unreasonably interfere with, or delay the operations of the PATH railroad. In addition, the Contractor shall conduct his operations in a courteous, efficient and safe manner.

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

Customer Service and Fulfillment Service Functions primary responsibilities are:

- a) Telephone-based cardholder support functions, as more fully described in Section A below, Customer Service Center Representatives Responsibilities;
- b) Internet based cardholder support functions, as more fully described in Section A, below Customer Service Center Representatives Responsibilities;
- c) Preparation of Smart Cards for distribution to cardholders;
- d) Seniors and employees personalization
- e) Process Smart Card replacements and claims;
- f) Verifying and calculating the number of stored trips or unlimited days to replace for a registered card reported as lost, stolen, damaged or malfunctioning;
- g) Technology or payment processing, such as a credit card, gift card, check processing or customer loyalty program, and
- h) Processing card registration applications for all Senior Cards and Employee Cards.

The Customer Service functions shall field all program related questions from prospective, new and existing cardholders, process card registration applications and process claims for replacement of cards received via the website, PATH Information Agent, and a registered customer via a telephone call or email, verifying all security information is accurate before making the replacement cards.

The Contractor shall provide all labor, supervision and administration, as specified, that will be necessary for the operation of the customer service functions at the facility specified herein in a manner acceptable to PATH.

At a minimum, the Contractor is required to assign one, Customer Service Center Manager (CSM), one (1) Customer Service Center Supervisor, four (4) Senior Customer Service Center Representatives and four (4) Customer Service Center Representatives (CSR) to each shift of this Contract. Employees shall be at the facility during the hours of 8:30AM to 5:00 PM, Monday through Friday, except holidays, or as otherwise directed by PATH. If applicable, shift changes shall be conducted to ensure a smooth turnover from the previous shift and that the functions are uninhibited.

The Contractor shall provide full coverage regardless of the reason that the regularly assigned employee(s) is absent from the site of the work.

A. Customer Service Center Representatives Responsibilities:

The Contractor shall assign a Customer Service Center Representative(s), whose presence at the Site of the Work is required during the hours of 9:00 AM to 5:00 PM, Monday through Friday, excluding PATH holidays and at such other times as the Superintendent may require.

The Contractor's management staff shall be responsible for supervising the Customer Service Center Representatives from 9:00AM to 5:00PM Monday through Friday in the performance of the following scope of work, which shall include, but not be limited to:

1. Perform telephone and email-based customer support functions
2. Answer all cardholder questions regarding the program's terms and conditions and policies for the uses of the SmartLink Card.
3. Maintain a detailed log of each inquiry received.
4. Review card registration applications for Senior Cards, Employee Cards and Full Fare Cards. Input data from the various forms into the central database and SmartLink Website using a computer workstation.
5. Answer and process initial lost or malfunctioning card claims from cardholders by performing the card replacement procedures as outlined in the SmartLink Customer Operating Manual; after completing these steps ensure all relevant information is updated in PATH's central database proprietary system.
6. Calculate the specific value of claims, then calculate and record the specific fare products to be used to facilitate remaining lost value replacement utilizing the predetermined trip or days matrixes to be transferred over to customers' replacement card.
7. Research all lost revenue claims for ticket vending machines and ticket dispensers. Run associated reports from Hummingbird application to substantiate claims, prepare and submit New York City Transit Authority Claim refund/removal request. Upon confirmation or denial of request, inform cardholder of appropriate action that will be taken.

8. Prepare and process card packages including a card envelope, card mailer and various program brochures and other materials.
9. Process claims for lost senior and employee cards by reviewing data stored in the Nextfare central database. Reviewing the transaction history and summary information, calculating the number of rides or days to be replaced, and complete request for Senior Customer Service Representative to add number of products required using the Nextfare Central Computer system.
10. Complete all new and replacement web orders in accordance with procedures outlined in the PATH SmartLink Card WebTix User's Manual. Upon completing the task, an entry must be made into the PATH designated database using established procedures in the SmartLink Customer Service Procedures Manual. Complete processing of card packages following card personalization and/or encoding by stuffing the card into its pre-addressed card mailer, within a provided envelope, with various program brochures and other supporting materials as directed by PATH.
11. Assist customer with setting up or editing SmartLink Center Web Accounts.
12. Assist customers with all SmartLink Web Accounts Management activities as follows:
 - a) Removal or establishing thresholds;
 - b) Add or replacing cards to accounts;
 - c) Resetting customer passwords;
 - d) Searching transaction history and card orders; and
 - e) Updating personal information as requested.
13. Maintain Excel spreadsheets for all cards turned into the SmartLink Center to be destroyed. Update PATH proprietary database system regarding the status of the card, print manifest for destruction process.
14. Assist in the investigation of all incomplete/lost autoload transactions providing detailed analysis for PATH Supervisor to determine resolution.
15. Investigate refund requests for service disruptions, multiple deductions, and expired products or other various issues.
16. Other duties as assigned.

All Contractor's employees assuming these responsibilities shall have experience with computer-based support functions, such as data input, application processing, or information retrieval from a computerized database Experience with and understanding of Microsoft®

Windows-based software applications (including, but not limited to, Microsoft Word and Excel); computer file processing and data input experience is also required.

The Contractor shall furnish competent and adequately trained Customer Service Center Representatives who have had at least one (1) year continuous experience in customer service functions as required under the terms of this Contract. Upon requests of the Superintendent, the Contractor shall provide documentation attesting to the fulfillment of these requirements.

B. Senior Customer Service Center Representative

The Contractor shall assign a Senior Customer Service Center Representative(s), whose presence at the Site of the Work is required during the hours of 9:00 AM to 5:00 PM, Monday through Friday, excluding PATH holidays and at such other times as the Superintendent may require.

The Contractor's management staff shall be responsible for supervising the Senior Customer Service Center Representatives from 9:00AM to 5:00PM Monday through Friday who will provide the following scope of work which shall include, but not limited to:

1. Perform all Customer Service Representative Duties as described above.
2. Process product refunds by encoding product using the Nextfare system to add or remove value to SmartLink cards. Perform monetary refunds for special circumstances via PATH website, according to refund matrix and established guidelines.
3. Perform a daily review of declined payments for immediate action, including cancelling customer automatic replenishment via the website and then removing the unpaid for product using Nextfare Central Computer. Update PATH central database proprietary systems.
4. Investigate and monitor all incomplete/lost autoloading transactions providing detailed analysis for PATH Supervisor to determine resolution. Update spreadsheets daily.
5. Assist Supervisor with training new hires and other daily tasks as required.
6. Provide accurate analysis of advanced SmartLink Card technical issues, advising passengers of necessary actions. Assist Customer Service Representatives with understanding these technical issues for enhanced knowledge of systems.
7. Coordinate claims for expiration or reinstatement of pending transactions in Nextfare database.
8. Assist with providing timely and accurate responses to passenger email inquiries.

9. Other duties as assigned.

All Contractor's employees assuming these responsibilities shall have proficiency in Microsoft Excel and extensive knowledge of PATH SmartLink applications. Furthermore, they must have comprehensive experience with computer-based support functions, such as data input, application processing, or information retrieval from a computerized database. Experience with and understanding of Microsoft® Windows-based software applications (including, but not limited to Microsoft Word), computer file processing and data input is also required.

The Contractor shall furnish competent and adequately trained Customer Service Center Representatives who have had at least one (1) year continuous experience in customer service functions as required under the terms of this Contract. Upon requests of the Superintendent, the Contractor shall provide documentation attesting to these requirements.

C. Customer Service Center Supervisors Responsibilities

The Contractor shall assign a Customer Service Center Supervisor, whose presence at the Site of the Work is required during the hours of 8:30 AM to 4:30 PM, Monday through Friday, excluding PATH holidays and at such other times as the Superintendent may require.

The Contractor shall provide the number of Customer Service Center Supervisors as required by PATH for each shift. Direct supervision of all Customer Service Center Representatives is required. Customer Service Center Supervisor may be required to perform duties listed above under the Senior Customer Service Representative or Customer Service Representative Responsibilities. Customer Service Center Supervisor shall devote his/her time primarily to the supervision of the Contract staff and to the administration of this Contract in the absence of the CSC Manager, including but not limited to, record keeping and such other matters necessary for the provision of proper Customer Servicing Functions in accordance with the following:

1. Supervise all activities for which the Contractor is responsible at PATH, including motivating Contract staff through direct contact, assist PATH in overseeing all activities carried out by the Contractor and assuming responsibilities as directed by PATH.
2. Ensure that all Customer Services Representatives are on duty and logged into all required applications in order to address customer inquiries with enthusiasm and excellence. Ensure CSRs dress in compliance with all PATH rules and regulations. Notify PATH staff of any significant, unusual or emergency situations which will affect the Contractors responsibilities.
3. Be responsible for the optimum utilization of personnel and other resources on an assigned shift, including assistance in establishing scheduling patterns necessary to meet adequate service standards.

4. Run daily Website reports for new and replacement card orders, and assign orders to Customer Service Representatives. Ensure that orders are correctly filled daily and the item has been closed in the system.
5. Review, log and distribute daily claims received in the SmartLink Center for handling by Customer Service Representatives.
6. Monitor Cisco Supervisor Application to ensure Contract Staff are properly logged on to telephone call distribution system.
7. Maintain and record card inventory and distribution of claims to Customer Service Representatives. Advise when the re-order point is reached for card inventory, in order to have adequate inventory available for distribution.
8. Train personnel with respect to their functions and responsibilities and evaluate performance.
9. Arrive for duty in sufficient time to ensure a smooth turnover from the previous shift.
10. Instruct staff on necessity of good public relations and instill the concept of courteous and attentive treatment to the public.
11. Make arrangements to ensure proper contract staff is on duty to cover staff that must leave their posts.
12. Provide, maintain and file approved sign-in sheets for each shift at the end of the shift and ensure each Contractor employee signs-in by the electronic hand-key recognition system.
13. Determine whether all electronic equipment, computer hardware and software, telephones and any other items required by PATH to provide the service hereunder are functioning properly; such determination to include the evaluation of reports from Contractor staff that any of the foregoing are not functioning properly. In the event of malfunction of any equipment, notify PATH immediately.
14. Investigate any and all complaints concerning the actions of Contractor staff.
15. Provide supplemental staffing as may be directed by PATH.
16. Ensure prompt compliance with orders, instructions, directions and information given in writing or orally, by PATH, regarding the performance of services under this Contract.

17. Provide exemplary service to passengers who have escalated their issues to your position and when necessary make PATH aware if further assistance is required.
18. Coordination between PATH and New York City Transit Authority to “hotlist” all SmartLink Products that are being disputed by customers through their credit card companies.
19. Assist PATH Supervisor with all SmartLink orders being disputed by customers who placed an order via the PATH website.
20. Assist in the retrieval of revenue for products that have been disputed after the actual product has been depleted.
21. Provide to the Manager detailed reports that will be utilized in determining the information reported on the Monthly Operations Report ensuring the accuracy of cards distributed, replaced, claims received, number of new senior/employee card created and replaced.
22. Review and follow through on all Cubic Claim forms to verify action required.
23. The Supervisor is responsible for inputting all new Senior and Employee orders onto the Website and distributing to Customer Service Representatives fulfillment.
24. Maintain and record card inventory and assist with monitoring and reporting of card distribution metrics and determination of the need to order additional cards.
25. Other duties as assigned.

The Supervisor assigned hereunder shall have at least two (2) years prior experience in the performance of functions similar to those to which they are being assigned and the Contractor shall provide the Superintendent with such proof of prior experience, including references, as the Superintendent may request. The Contractor shall also provide the Supervisor with copies of any employment applications submitted to the Contractor by those individuals proposed for assignment.

D. Customer Service Center Manager Responsibilities

The Contractor shall assign an on-site Customer Service Center Manager (hereinafter referred to as “Manager”), whose presence at the Site of the Work is required during the hours of 9:00 AM to 5:00 PM, Monday through Friday, excluding PATH holidays, and at such other times as the Superintendent may require. However, the Superintendent reserves the right to change or rotate the work schedule on a needed basis to reflect changing job situations.

The Manager so 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 a professional manner at the times specified. Such responsibility shall include, but shall not be limited to, managing the SmartLinkSM Customer Service Center. This shall include the following operating functions required:

1. Proving customer cardholder servicing;
2. Fulfillment operations and support including Employee and Senior cards;
3. Telephone and web based cardholder support tasks;
4. Analyzing and monitoring all functions for both Patron and Financial reports related to the SmartLinkSM Program;
5. Taking a pro-active approach to issues that may arise and suggesting viable alternatives and solutions;
6. Portraying a consistent level of customer service at all times to our Patrons and ensuring that contracted staff adhered to these provisions; and
7. Extensive knowledge of Computer Applications, especially Microsoft Office Excel.

These functions will also include but not be limited to all SmartLinkSM Services related to Transit benefit Providers and their customers. The functions shall include uploading of various products to customers SmartLink Card as designated in the Agreements between PATH and the various Transit Benefit Providers, and in accordance with the established procedures as outlined by PATH Prepaid Benefits Back Office Procedures Guide. The Contractor will have access to the PATH Prepaid Benefits Back Office Procedures Guide as needed.

The Manager shall also be responsible for all functions related to the SmartLinkSM web site, which shall include but not be limited to all SmartLink sales, servicing, and maintenance of SmartLinkSM card inquiries and web accounts. Additionally, the Manager shall manage the SmartLinkSM website autoloading function, including the ability to use the appropriate software applications to ensure that SmartLink Passengers receive their Transit Products. This will also include analyzing and monitoring all Patron and Financial reports. The Manager will be responsible for the contracting staff that will be working with the various functions of the website. This individual will first receive such instructions, directives or information from the Superintendent of Transportation or his/her representative as he/she may wish to transmit either verbally or written.

The Manager assigned hereunder shall be able to speak and write in the English language.

The Manager 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 Superintendent with such proof of prior experience, including references, as per the Superintendent's request. The Contractor shall also

provide his/her Manager with copies of any employment applications submitted to the Contractor by those individuals proposed for assignment.

E. Miscellaneous

All Contract employees performing work shall have the ability to communicate in the English language to the extent necessary to comprehend and effectively respond to questions from patrons via telephone and/o, Internet or given by either the Superintendent, or other PATH employees.

The Contractor employees providing the “Customer Servicing and Fulfillment Services Functions” and “Supervision” as described above, are involved directly with PATH’s customers. The demeanor and attitude of the Contractor’s employees, including supervisory staff, will leave a lasting impression of PATH. Contract employees must have the ability to deal with the public in a courteous, enthusiastic and professional manner at all times and maintain an effective working relationship with PATH staff.

No employee will be permitted to work under this Contract without the prior approval of PATH. PATH retains the right to interview all prospective employees who may perform work under this Contract before being permitted to work under this Contract.

If any such personnel is deemed unsatisfactory or does not perform the specified services in a proper manner and satisfactory to PATH, or in the determination of the Superintendent has taken any action which constitutes a conflict of interest or which is inconsistent with the highest level of honesty, ethical conduct or public trust, the Contractor shall remove any such personnel and replace them by personnel satisfactory to PATH within 24 hours, upon notice from PATH.

F. Scheduling – Time Sheets and Records

1. Effective upon the commencement of the Contract and every week thereafter during the term of the Contract, the Contractor shall submit to PATH a schedule one week in advance of the date of performance of services showing the names of all personnel to be assigned to the Facility and the dates they are to work, which they are to be assigned. PATH shall be advised of any changes to this schedule, as soon as they are known. Post coverage shall be continuous during the hours specified.
2. The Contractor shall maintain accurate daily attendance records for all employees including the Manager, Customer Service Center Supervisor, and the Customer Service Center Representatives, each on a daily basis.
3. The Contractor must utilize a time clock, or its approved equivalent, to verify hours being billed. Each employee will be required to utilize this time clock when beginning and ending work. Schedules and timesheets will be required to be retained by the Contractor for a period of no less than three (3) years after the termination of this Contract and shall be produced to the Port Authority upon request.

G. Qualifications of Employees

1. The Contractor (and subcontractor as may be approved by PATH) shall furnish competent and adequately trained personnel to perform services required hereunder. Prior to assigning any personnel to the Contract, the Contractor shall furnish to PATH, at no cost to PATH, information concerning experience and qualifications of the Contractor's personnel during the past ten (10) years (if applicable) and shall submit evidence substantiating said qualifications and requirements to the satisfaction of PATH. In addition, a personal interview may be required by the Manager prior to the assignment of any such personnel to this Contract. All personnel assigned to this Contract shall meet all requirements and shall obtain a Port Authority Identification Card for unescorted access to secure areas, including requirements outlined in 49CFR Part 1542. This shall be at the Contractor's expense.
2. All employees must meet the following minimum requirements:
 - a) Have provided to the Contractor a detailed listing of work experience for not less than the prior ten (10) years (if applicable), which work history shall include character and business references.
 - b) Must be a United States citizen.
 - c) Must possess a valid Social Security Number.
 - d) Must possess a high school diploma or a general equivalency diploma (GED).
 - e) Must demonstrate the ability to write, read and speak English, which may include, at the discretion of the Port Authority, the satisfactory completion of the standard Test of English as a Foreign Language or its equivalent.
 - f) Must pass a physical examination prior to the Commencement Date of the Contract and within each 12 month period thereafter during the term of the Contract, arranged for by the Contractor and administered at the sole cost and expense of the Contractor, which indicates general good health without physical defects or abnormalities which would interfere with the performance of the duties required hereunder.
 - g) Contractor personnel acting hereunder shall pass drug screening tests, including a comprehensive ten panel drug screen or its equivalent, to include screens for the following. The tests shall be administered by and at the sole cost and expense of the Contractor, at the commencement of the Contract, and prior to hiring of all new employees. Contractor hereunder shall be randomly tested thereafter at least once per year in each year of the contract.

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

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

H. PERSONNEL FOLDERS

Prior to the commencement of the Contract and during the term of the Contract, the Contractor shall furnish the Superintendent with or make immediately make available to, at the option of the Superintendent, personnel folders of all employees who may be assigned to the Facility hereunder; said folders to contain the material relating to the qualifications and requirements set forth in the Section of the Contract entitled "Qualifications of Employees," including, but not limited to, references, educational background, fingerprinting data, photo identification, proof of driver's license, reports of physical examinations, disciplinary actions and other pertinent material. Said personnel folders shall be supplemented and amended by the Contractor from time to time as necessary to keep them current. These records shall be retained by and shall become the property of the PATH.

I. TRAINING PROVIDED BY THE CONTRACTOR

A. The Manager, Customer Service Center Supervisor and Customer Service Center Representatives shall take initial job and customer service training (hereinafter referred to as the "Initial Training"). No compensation will be paid for the required training of the Contractor's employees. The Initial Training will be provided at no cost by PATH.

The Initial Training shall be approximately five (5) working days, which must be completed within the first 30-days after award. Except as the Superintendent may waive, the Contractor may not assign to the Facility any employee unless he/she has completed the Initial Training.

B. The Superintendent may institute additional training programs from time to time, as he/she deems necessary. No compensation will be paid to the Contractor by PATH for the additional training programs.

C. A syllabus for the Initial Training shall be developed by the Contractor and shall be subject to the prior and continuing approval of the Superintendent and shall include, but will not be limited to, the following subjects and any other relevant subjects as the Superintendent may deem appropriate:

- (1) Understanding, meeting/exceeding the customer's needs.
- (2) Knowledge of Rules & Regulations and how they apply to each employee.
- (3) Understanding of Customer Service Standards and proficiency.

- (4) Communicating with Customers and Co-workers:
 - (aa) Professional telephone conduct
 - (bb) SmartLink terminology
 - (cc) Effective and appropriate oral and interpersonal communications
 - (dd) Handling customer complaints
 - (ee) Conflict resolution and dealing with irate customers
- (5) Specific duties and reporting relationships.
- (6) Post assignments and work schedules.
- (7) Appropriate ethics and conduct.
- (8) Professional appearance standards.
- (9) Appropriate emergency procedures and notifications.
- (10) Contractor's mission statement.
- (11) Progressive discipline.
- (12) Maintaining a safe work environment.
- (13) Radio usage, terminology and procedures.
- (14) Behavior Pattern Recognition-Training in the use of intuition, powers of observation and human interaction and natural curiosity to investigate and analyze potential threats from situations, persons and the immediate environment.
- (15) Performance management and quality control.
- (16) Setting examples of core values for the workplace.
- (17) Administering progressive discipline.
- (18) Leading and motivating employees.
- (19) Inspiring individuals to achieve excellence.
- (20) Conflict resolution.
- (21) Setting priorities.
- (22) Dealing with irate customers.
- (23) Customer service standards and requirements.
- (24) Managing a diverse workforce.
- (25) Maintaining a safe work environment.
- (26) Incident reporting and log entries.

J. CONTRACTOR'S AUDIT PROGRAM

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

3. CUSTOMER SERVICE CENTER MANAGER'S

The Contractor shall assign a Customer Service Center Manager whose presence at the Site of the Work is required during the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding PATH holidays, and at such other times as the Superintendent may require. However, the Superintendent reserves the right to change or rotate the work schedule on an as needed basis to reflect changing job situations.

The Customer Service Center Manager so 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. The Customer Service Center Manager shall also be available to the Superintendent at such times as the Superintendent may require, to discuss any matter pertaining to this Contract, to review and/or inspect Work being performed hereunder and to receive such instructions, directives or information as the Superintendent may wish to transmit.

The Superintendent shall have the right to approve the Customer Service Center Manager proposed by the Contractor for assignment hereunder.

4. Wages, Health and Supplemental Benefits

A. Definitions:

- 1) "Employee" shall mean any person, employed by the Contractor or its subcontractors, to perform any of the Services required under this Contract, excluding those holding the positions of Customer Service Center Manager, and other administrative personnel performing such duties exclusively.
- 2) "Full Time Employee" (F.T.E.) shall mean any person or Employee who is paid on a straight time hourly basis, working on such a compensation basis for a minimum of thirty (30) hours during a seven (7) day consecutive period continually (including vacation, sick leave, etc.) throughout each Contract Year. Time for which an employee is paid on an overtime or premium time basis shall not be counted in determining the thirty (30) hours requirement. The Port Authority will not reimburse the Contractor for any overtime without the Port Authority's prior written consent.
- 3) "Straight-time" shall mean the non-overtime hours actually worked by Employees under this Contract and shall include the time an employee spends at roll call, whether or not paid; however, meal periods and relief time shall be excluded, whether or not paid.
- 4) "Direct Wages" shall mean monetary amounts paid by the Contractor or its subcontractor(s) to its employees for straight time (non-overtime) hours worked, including shift differentials, if any. Employee incentive plan payments are not included as Direct Wages.
- 5) "Average Hourly Direct Wages" shall be calculated by dividing the sum of the direct hourly Straight-time wages paid to all Employees in each Employee category by the number of Straight-time hours worked by the Employees in such category.

- 6) “Minimum Hourly Wages” shall mean the levels of fair wages determined by the Port Authority for Employees in each Employee category based on certain benchmarks or other prevailing standards. Employees may not receive Direct Wages lower than the Minimum Hourly Wages stated hereunder.
- 7) “Health Benefits” shall mean benefits, other than Supplemental Benefits, as hereinafter defined, paid or covered under health insurance plans, to cover the costs of healthcare for Employees and their families.
- 8) The “Cost of Health Benefits” shall mean the cost to the Contractor (and its subcontractors) of such benefits that meet the requirements of this Contract for providing health coverage for Employees and their families.
- 9) “Average Health Benefits” shall be calculated by dividing the sum of the Health Benefits paid or provided for Straight-time hours worked by all Employees in each Employee category by the number of Straight-time hours worked by the Employees in such category.
- 10) “Supplemental Benefits” shall mean benefits, other than Health Benefits, provided to Employees, including, but not limited to: fair and reasonable vacation allowances, sick leave, holiday, jury duty, birthday, welfare, retirement and non-occupational disability benefits, life, accident, or other such types of insurance, but excluding Health Benefits.
- 11) The “Cost of Supplemental Benefits” shall mean the cost to the Contractor (and its subcontractors) of all remuneration for employment provided to Employees in any medium other than cash, but including payments which are not Wages within the meaning of this numbered clause.
- 12) “Average Supplemental Benefits” shall be calculated by dividing the sum of the Supplemental Benefits, which shall exclude Health Benefits, paid or provided for Straight-time hours worked by all Employees in each Employee category by the number of Straight-time hours worked by the Employees in such category.
- 13) “Contract Year”, as used in this Agreement shall mean the twelve (12) month period commencing on the Commencement Date of the Contract and each successive twelve (12) month period thereafter or such portion of a twelve (12) month period that the Contract is in effect if the Contract should expire or be terminated on other than the last day of such twelve (12) month period.

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

For example: Assume an employee begins working for the Contractor on January 1, 2008. Although the employee accrues 10 vacation days, he/she cannot take them until he/she has worked for the Contractor for one year. The employee finally takes his/her vacation in February 2009. The employee’s vacation benefits accrued in 2008 but were never paid. Therefore, the Contractor may not include the employee’s vacation benefits in the computation of Supplemental Benefits until it is actually paid.

At that time, the vacation time will be credited retroactively and applied in the computation of benefits for the year 2008.

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

Minimum Hourly Wages

First Year

Customer Service Center Representative - \$ (10.96)

Second Year

Customer Service Center Representative - \$ (11.00)

First Year

Senior Customer Service Center Representative - \$ (14.75)

Second Year

Senior Customer Service Center Representative - \$ (14.79)

First Year

Customer Service Center Supervisor - \$ (18.64)

Second Year

Customer Service Center Supervisor - \$ (18.69)

- D. Contractor in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than Health benefits established in the Authority's letter of Proposal Acceptance for each Employee in each category, and the Health benefits shall be subject to the requirements as set forth below.

- 1) Health Benefits shall be provided to Employees and their families.
- 2) Health Benefits shall include a health insurance program addressing the following list of recommended acceptable components:
 - i. up to and including family coverage, as applicable
 - ii. inpatient hospital services
 - iii. outpatient surgical facility
 - iv. emergency room services
 - v. prenatal services
 - vi. well visits/immunizations/routine visits for illness
 - vii. prescription drug benefit
- 3) The Cost of Health Benefits shall be as set forth in the Authority's letter of Proposal acceptance at the inception of the Contract, with an exact numerical (dollar) requirement for Health Benefits.
- 4) The Contractor shall demonstrate to the satisfaction of the Port Authority that Health Benefits are furnished by the Contractor and all subcontractors through

one of the following, with no employee contribution to health coverage premiums:

- i. The Contractor's and subcontractors' Employees and their families are covered under a health benefit plan paid for and provided by the Contractor;
- ii. The Contractor's and subcontractors' Employees and their families are covered by a union benefit plan authorized under the Taft Hartley Act 29 USCA Section 186 (c);
- iii. The Contractor's and subcontractors' Employees and their families are covered by a government health benefits program, including, but not limited to Healthy New York, Child Health Plus and NJ FamilyCare.

- 5) Health Benefits shall be provided to Full Time Employees (F.T.E.'s) and their families no later than thirty (30) days from the first date of Employee performance under the Contract.
- 6) The Contractor shall provide each F.T.E. with written information, i.e. documents relating to each Employee's health care coverage.
- 7) The Contractor shall provide continued health benefits to F.T.E.'s and their families of the same quality, or better, as those approved by the Authority and initially provided under this Contract, throughout the duration of the Contract term.

E. Contractor, in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than Supplemental benefits established in the Calculation of Average Hourly Rate Form and accepted by the Port Authority for each Employee category, and such Supplemental benefits shall be subject to the requirements as set forth below.

- 1) Without limiting the foregoing, under no circumstances shall the cost of providing uniforms or footwear, cleaning of uniforms, training and transportation to and from post, or any other items incidental to rendering the Services covered under this Contract, be allowed or included in the Cost of Supplemental Benefits.
- 2) Any reimbursements to employees for expenses, payroll taxes, employee incentive plans and any other benefits required by law are not includable in the Cost of Supplemental Benefits.
- 3) The established numerical value for the Supplemental Benefits, other than Health Benefits, shall be as set forth in the Calculation of Average Hourly Rate Form and as accepted by the Port Authority.

F. In the event that the compensation payable under this Contract is subject to adjustment from time to time as provided in the paragraph entitled "Price

Adjustment” in the Contract Specific Terms and Conditions, then the Average Direct Hourly Wages and Supplemental Benefits set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority, shall be adjusted by multiplying said amounts by the same percentage amount which was used to adjust the compensation payable under this Contract, as the same may have been further adjusted.

- G.** Nothing contained herein shall be construed to prevent the Contractor or any subcontractor from paying or providing any individual Employee Hourly Direct Wages, Health and Supplemental Benefits higher than the Minimum Hourly Wages, Health and Supplemental Benefits described in this numbered clause. It is understood that the Contractor's obligation to pay or provide the Minimum Hourly Wages as set forth above, the Health Benefits as set forth in the Authority’s letter of Proposal Acceptance and the Supplemental Benefits as set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority, allows the Contractor to pay or provide some of its Employees hourly Direct Wages, Health Benefits and other Supplemental Benefits that are higher than the minimum and nothing herein shall be construed to constitute a representation or guarantee by the Port Authority that the Contractor or its subcontractors can obtain employees for the amounts herein before described.
- H.** Contractor (and its subcontractors) should expect to be audited with respect to Wages, Health and Supplemental Benefits paid or provided to Employees under this Contract. All Wage and Benefit requirements under this Contract will be strictly enforced. Failure on the part of the Contractor (or its subcontractors) to comply with any of the requirements under this Contract, including but not limited to the timely submission of payroll certifications and documents related to Health Benefits and Supplemental Benefits provided to Employees, may be deemed a substantial breach of this Contract giving rise to the rights and remedies enumerated hereinafter in the paragraph entitled “Rights and Remedies of the Port Authority” in the Standard Contract Terms and Conditions, as well as any other rights and remedies the Port Authority would have in the absence of such enumeration and failure to comply with each of these requirements will be taken into consideration prior to award of future contracts with the Port Authority.
- I.** The Contractor and its subcontractors shall maintain records in accordance with the requirements set forth in the paragraph entitled “Records and Reports” in the Standard Contract Terms and Conditions.

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

Upon request by the Port Authority, the Contractor (and its subcontractors) shall have (15) fifteen business days to provide such payroll records and books of account unless

the Port Authority indicates, in writing, that such records and books of account may be provided at a later date.

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

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

K. In the event that an audit of the Contractor's (or subcontractors) books and records or the aforesaid monthly statements submitted by the Contractor (or subcontractor) to the Port Authority should disclose that for any Contract Year, either the Contractor or a subcontractor has not paid at least the Minimum Hourly Wages as set forth above, the Average Hourly Direct Wages and the Supplemental Benefits as set forth in the "Calculation of Average Hourly Rate Form" and accepted by the Port Authority, and the Health Benefits as set forth in the Authority's Letter of Proposal Acceptance (the "employee payments"), (including any adjustments, if provided for, reflecting changes in the Consumer Price Index or other indices or instruments as identified by the Port Authority), the Contractor shall pay to the Contractor's Employees who have not been paid the proper employee payments (or to the Port Authority for retention by the Port Authority until such time as the Contractor's Employees are paid), or shall pay to the subcontractor's Employees similarly affected or shall have the subcontractor so pay, at the option of the Port Authority, an amount (calculated for the Contractor or subcontractor which has not paid or provided the required amounts hereunder) equivalent to the product obtained by multiplying the difference between the employee payments required hereunder and the employee payments actually paid or provided by the number of non-overtime hours worked by the affected Employees of the subject Contractor or subcontractor employed during such Contract year, calculated per Paragraph C position category (hereinafter referred to as the "Underpayment Amount"). The Port Authority may, in its discretion, elect to deduct the Underpayment Amount due from the Contractor in accordance with the provisions of this Section from any subsequent payment payable to the Contractor

under this Contract plus an amount equal to any payroll and associated taxes which would have been paid on the Underpayment Amount from any subsequent payment payable to the Contractor under this Contract.

- L.** In addition to the underpayment payable by the Contractor, the Port Authority may deduct interest on the underpayment amount calculated at 19.2% annual interest from any subsequent payment to the Contractor.

- M.** If requested by the Port Authority, the Contractor shall submit to the Port Authority for approval, a plan for the Contractor's or subcontractors' return of the underpayment to each affected Employee, including a deadline for compliance. In approving such a plan, the Authority may require the Contractor or a subcontractor to return the underpayment to the affected Employees in cash and the Contractor or the subcontractor shall be responsible for any additional payroll taxes resulting from this payment.

STANDARD CONTRACT TERMS AND CONDITIONS

PART I GENERAL DEFINITIONS 3

PART II GENERAL PROVISIONS 4

1. Facility Rules and Regulations of PATH 4

2. Contractor Not An Agent..... 5

3. Contractor's Warranties 5

4. Personal Non-Liability..... 6

5. Equal Employment Opportunity, Affirmative Action, Non-Discrimination..... 6

6. Rights and Remedies of PATH..... 6

7. Rights and Remedies of the Contractor 6

8. Submission To Jurisdiction..... 7

9. Harmony 7

10. Claims of Third Persons 8

11. No Third Party Rights..... 8

12. Provisions of Law Deemed Inserted..... 8

13. Costs Assumed By The Contractor..... 8

14. Default, Revocation or Suspension of Contract 8

15. Sales or Compensating Use Taxes..... 11

16. No Estoppel or Waiver 11

17. Records and Reports 12

18. General Obligations 12

19. Assignments and Subcontracting..... 14

20. Indemnification and Risks Assumed By The Contractor 14

21. Approval of Methods 15

22. Safety and Cleanliness..... 15

23. Accident Reports 16

24. Trash Removal..... 16

25. Lost and Found Property 16

26. Property of the Contractor 16

27. Modification of Contract 16

28. Invalid Clauses..... 16

29. Approval of Materials, Supplies and Equipment..... 16

30. Intellectual Property..... 17

31. Contract Records and Documents – Passwords and Codes..... 17

32. Designated Secure Areas 18

33. Notification of Security Requirements 18

34. Construction In Progress..... 20

35. Permit-Required Confined Space Work 20

36. Signs 20

37. Vending Machines, Food Preparation 21

38. Confidential Information/Non-Publication..... 21

39. Time is of the Essence 22

40. Holidays..... 22

41. Personnel Standards..... 22

42. General Uniform Requirements for Contractor’s Personnel 22

43. Labor, Equipment and Materials Supplied by the Contractor 23

44.	Contractor’s Vehicles – Parking - Licenses.....	23
45.	Superintendent/Manager’s Authority	23
46.	Price Preference	23
47.	M/WBE Good Faith Participation	24

PART III CONTRACTOR'S INTEGRITY PROVISIONS25

1.	Certification of No Investigation (criminal or civil anti-trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Information	25
2.	Non-Collusive Bidding, and Code of Ethics Certification, Certification of No Solicitation Based On Commission, Percentage, Brokerage, Contingent or Other Fees.....	25
3.	Bidder Eligibility for Award of Contracts - Determination by an Agency of the State of New York or New Jersey Concerning Eligibility to Receive Public Contracts.....	27
4.	Contractor Responsibility, Suspension of Work and Termination.....	27
5.	No Gifts, Gratuities, Offers of Employment, Etc.	28
6.	Conflict of Interest.....	28
7.	Definitions	29

STANDARD CONTRACT TERMS AND CONDITIONS

PART I GENERAL DEFINITIONS

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

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

PATH – shall mean the Port Authority Trans-Hudson Corporation.

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

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

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

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

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

Superintendent/Manager – shall mean the Superintendent/Manager of the PATH Division responsible for operating the said Facility for the time being or his/her successor in duties for the purpose of this Contract, acting personally or through his/her duly authorized representative for the purpose of this Contract.

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

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

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

- (a) Black persons having origins in any of the Black African racial groups not of Hispanic origin;

- (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race;
- (c) Asian and Pacific Islander persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands;
- (d) Native American or Alaskan native persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

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

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

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

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

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

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

PART II GENERAL PROVISIONS

1. Facility Rules and Regulations of PATH

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

2. Contractor Not An Agent

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

3. Contractor's Warranties

The Contractor represents and warrants:

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

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

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

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

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

4. Personal Non-Liability

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

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

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

6. Rights and Remedies of PATH

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

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

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

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

7. Rights and Remedies of the Contractor

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

8. Submission To Jurisdiction

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

The Contractor agrees that the service of process on the Contractor in relation to such jurisdiction may be made, at the option of PATH, either by registered or certified mail addressed to it at the address of the Contractor indicated on the signature sheet, or by actual personal delivery to the Contractor, if the Contractor is an individual, to any partner if the Contractor be a partnership or to any officer, director or managing or general agent if the Contractor be a corporation.

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

9. Harmony

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

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

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

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

10. Claims of Third Persons

The Contractor undertakes to pay all claims lawfully made against it by subcontractors, suppliers and workers, and all claims lawfully made against it by other third persons arising out of or in connection with or because of the performance of this Contract and to cause all subcontractors to pay all such claims lawfully made against them.

11. No Third Party Rights

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

12. Provisions of Law Deemed Inserted

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

13. Costs Assumed By The Contractor

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

14. Default, Revocation or Suspension of Contract

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

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

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

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

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

1. The Contractor shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or of any State thereof, or consent to the

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

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

c. If any of the following shall occur:

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

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

d. If any of the events enumerated in this Section shall occur prior to commencement date of this Contract PATH upon the occurrence of any such event or any time thereafter during the continuance thereof by twenty-four (24) hours notice may terminate or suspend this Contract and the rights of

the Contractor hereunder, such termination or suspension to be effective upon the date specified in such notice.

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

PATH shall create any obligation of any kind to such supplier, subcontractors, worker or other third persons. If, however, the payment of any amount due the Contractor shall be improperly delayed, PATH shall pay the Contractor interest thereon at the rate of 6% per annum for the period of the delay, it being agreed that such interest shall be in lieu of and in liquidation of any damages to the Contractor because of such delay.

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

15. Sales or Compensating Use Taxes

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

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

16. No Estoppel or Waiver

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

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

17. Records and Reports

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

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

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

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

18. General Obligations

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

which such notices, requests, consents, or approvals may be forwarded. All notices, requests, consents, or approvals of the Contractor shall be forwarded to the Superintendent/Manager at the Facility.

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

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

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

- g. The Contractor shall conduct its operations hereunder so as not to endanger, unreasonably interfere with, or delay the operations or activities of any tenants or occupants on the premises or the Facility and, moreover, shall use the same degree of care in performance on the premises as would be required by law of PATH and shall conduct operations hereunder in a courteous, efficient and safe manner.
- h. The Contractor shall provide such equipment and medical facilities as may be necessary to supply first aid service in case of accidents to its personnel who may be injured in the furnishing of service hereunder. The Contractor shall maintain standing arrangements for the removal and hospital treatment of any of its personnel who may be injured.

19. Assignments and Subcontracting

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

20. Indemnification and Risks Assumed By The Contractor

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

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

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

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

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

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

21. Approval of Methods

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

22. Safety and Cleanliness

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

23. Accident Reports

The Contractor shall promptly report in writing to the Manager of the Facility and to the Deputy Chief, Litigation Management of the Port Authority all accidents whatsoever arising out of or in connection with its operations hereunder and which result in death or injury to persons or damage to property, setting forth such details thereof as PATH may desire. In addition, if death or serious injury or serious damage is caused, such accidents shall be immediately reported by telephone to the aforesaid representatives of PATH (or the Port Authority, as applicable).

24. Trash Removal

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

25. Lost and Found Property

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

26. Property of the Contractor

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

27. Modification of Contract

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

28. Invalid Clauses

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

29. Approval of Materials, Supplies and Equipment

Only Port Authority/PATH approved materials, supplies, and equipment are to be used by the Contractor in performing the Work hereunder. Inclusion of chemical containing materials or supplies on the Port Authority/ PATH Approved Products List – Environmental Protection Supplies constitutes approval. The

list may be revised from time to time and at any time by the Port Authority/PATH and it shall be incumbent upon the Contractor to obtain the most current list from the Superintendent/Manager of the Facility.

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

30. Intellectual Property

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

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

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

31. Contract Records and Documents – Passwords and Codes

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

When in the performance of the contract services the Contractor utilizes passwords or codes for any purpose, at any time during or after the performance of such services, upon written request by PATH (or the Port Authority as applicable), the Contractor shall make available to the designated PATH (or the Port Authority as applicable) representative all such passwords and codes.

32. Designated Secure Areas

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

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

33. Notification of Security Requirements

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

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

- Contractor/ Subcontractor identity checks and background screening

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

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

As of January 29, 2007, the Secure Worker Access Consortium (S.W.A.C.) is the only Port Authority approved provider to be used to conduct background screening and personal identity verification, except as otherwise required by federal law and/or regulation (such as the Transportation Worker Identification Credential for personnel performing in secure areas at Maritime facilities). Information about S.W.A.C.,

instructions, corporate enrollment, online applications, and location of processing centers can be found at <http://www.secureworker.com>, or S.W.A.C. may be contacted directly at (877) 522-7922 for more information and the latest pricing. The cost for said background checks for staff that pass and are granted a credential shall be reimbursable to the Contractor (and its subcontractors) as an out-of-pocket expense as provided herein. Staff that are rejected for a credential for any reason are not reimbursable.

- Issuance of Photo Identification Credential

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

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

- Access control, inspection, and monitoring by security guards

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

- Compliance with the Port Authority Information Security Handbook

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

- (1) require that the Contractor and subcontractors, when appropriate, sign Non-Disclosure Agreements (NDAs), or an Acknowledgment of an existing NDA, provided by the Authority as

a condition of being granted access to Confidential Information categorized and protected as per the Handbook;

- (2) require that individuals needing access to CI be required to undergo a background check, pursuant to the process and requirements noted in § 3.2 of the Information Security Handbook.
- (3) require Contractors and commercial enterprises to attend training to ensure security awareness regarding Port Authority and PATH information;
- (4) specific guidelines and requirements for the handling of CI to ensure that the storage and protection of CI;
- (5) restrictions on the transfer, shipping, and mailing of CI information;
- (6) prohibitions on the publication, posting, modifying, copying, reproducing, republishing, uploading, transmitting, or distributing CI on websites or web pages. This may also include restricting persons, who either have not passed a pre-screening background check, or who have not been granted access to CI, from viewing such information;
- (7) require that CI be destroyed using certain methods, measures or technology pursuant to the requirements set forth in the Handbook;
- (8) require the Contractor to mandate that each of its subcontractors maintain the same levels of security required of the Contractor under any Port Authority or PATH awarded contract.
- (9) prohibit the publication, exchange or dissemination of CI developed from the project or contained in reports, except between Contractors and subcontractors, without prior approval of the Port Authority;
- (10) require that CI only be reproduced or copied pursuant to the requirements set forth in the Handbook.

- Audits for Compliance with Security Requirements

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

34. Construction In Progress

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

35. Permit-Required Confined Space Work

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

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

36. Signs

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

37. Vending Machines, Food Preparation

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

38. Confidential Information/Non-Publication

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

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

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

d. The Contractor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to PATH (or the Port Authority as applicable) or to the fact that goods have been, are being or will be provided to it and/or that services have been, are being or will be performed for it in connection with this Agreement, unless the vendor first obtains the written approval of PATH (or the Port

Authority as applicable). Such approval may be withheld if for any reason PATH believes that the publication of such information would be harmful to the public interest or is in any way undesirable

39. Time is of the Essence

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

40. Holidays

The following holidays will be observed at the Site:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
Presidents’ Day	Election Day
Memorial Day	Veterans Day
Independence Day	Thanksgiving Day
	Christmas Day

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

41. Personnel Standards

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

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

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

42. General Uniform Requirements for Contractor’s Personnel

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

43. Labor, Equipment and Materials Supplied by the Contractor

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

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

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

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

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

44. Contractor's Vehicles – Parking - Licenses

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

45. Superintendent/Manager's Authority

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

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

46. Price Preference

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

- (a) Services, a price preference of 5% is available for New York or New Jersey Small Business Enterprises (SBE); or

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

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

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

47. M/WBE Good Faith Participation

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

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

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

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

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

If, during the performance of this Contract, the Contractor fails to demonstrate good faith efforts in carrying out its M/WBE Participation Plan and the Contractor has not requested and been granted a

full or partial waiver of the M/WBE participation goals set forth in this Contract, the Authority will take into consideration the Contractor's failure to carry out its M/WBE Participation Plan in its evaluation for award of future Authority contracts.

PART III CONTRACTOR'S INTEGRITY PROVISIONS

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

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

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

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

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

- a. the prices in its bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- b. the prices quoted in its bid have not been and will not be knowingly disclosed directly or indirectly by the Bidder prior to the official opening of such bid to any other bidder or to any competitor;
- c. no attempt has been made and none will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
- d. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996, (a copy of which is available upon request) nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in

- said Code;
- e. no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Bidder for the purpose of securing business, has been employed or retained by the Bidder to solicit or secure this Contract on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency; and
 - f. the Bidder has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Contract.
 - g. no person or organization has been retained, employed or designated on behalf of the Bidder to impact any Port Authority determination, where the solicitation is a Request for Proposals, with respect to (i) the solicitation, evaluation or award of this Contract, or (ii) the preparation of specifications or request for submissions in connection with this Contract.

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

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

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

In any case where the Bidder cannot make the foregoing certifications, the Bidder shall so state and shall furnish with the signed bid a signed statement which sets forth in detail the reasons therefor. If the Bidder is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its bid, setting forth in such statement the reasons for its uncertainty. With respect to the foregoing certification in paragraph "2g", if the Bidder cannot make the certification, it shall provide, in writing, with the signed bid: (i) a list of the name(s), address(es), telephone number(s), and place(s) of principal employment of each such individual or organization; and (ii) a statement as to whether such individual or organization has a "financial interest" in this Contract, as described in the Procurement Disclosure policy of the Authority (a copy of which is available upon request to the Director of the Procurement Department of the Authority). Such disclosure is to be updated, as necessary, up to the time of award of this Contract. As a result of such disclosure, the Port Authority shall take appropriate action up to and including a finding of non-responsibility.

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

Notwithstanding that the Bidder may be able to make the foregoing certifications at the time the bid is submitted, the Bidder shall immediately notify the Authority in writing during the period of irrevocability of bids and the term of the Contract, if Bidder is awarded the Contract, of any change of circumstances which might under this clause make it unable to make the foregoing certifications, might render any portion of the certifications previously made invalid, or require disclosure. The foregoing certifications or signed statement shall be deemed to have been made by the Bidder with full knowledge that they would become a part of the

records of the Authority and that the Authority will rely on their truth and accuracy in awarding and continuing this Contract. In the event that the Authority should determine at any time prior or subsequent to the award of this Contract that the Bidder has falsely certified as to any material item in the foregoing certifications, has failed to immediately notify the Port Authority of any change in circumstances which might make it unable to make the foregoing certifications, might render any portion of the certifications previously made invalid, or require disclosure, or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certifications required to be disclosed, the Authority may determine that the Bidder is not a responsible Bidder with respect to its bid on the Contract or with respect to future bids on Authority contracts and may exercise such other remedies as are provided to it by the Contract with respect to these matters. In addition, Bidders are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see e.g. New York Penal Law, Section 175.30 et seq.). Bidders are also advised that the inability to make such certification will not in and of itself disqualify a Bidder, and that in each instance the Authority will evaluate the reasons therefor provided by the Bidder. Under certain circumstances the Bidder may be required as a condition of Contract award to enter into a Monitoring Agreement under which it will be required to take certain specified actions, including compensating an independent Monitor to be selected by the Port Authority, said Monitor to be charged with, among other things, auditing the actions of the Bidder to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Port Authority.

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

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

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

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

4. Contractor Responsibility, Suspension of Work and Termination

During the term of this Contract, the Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Port Authority to present evidence of its continuing legal authority to do business in the States of New Jersey or New York, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Port Authority, in its sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Port Authority issues a written notice authorizing a resumption of performance under the Contract.

Upon written notice to the Contractor, and an opportunity to be heard with appropriate Port Authority officials or staff, the Contract may be terminated by Port Authority at the Contractor's expense where the Contractor is determined by the Port Authority to be non-responsible. In such event, the Port Authority or its designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach, including recovery of costs from Contractor associated with such termination.

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

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

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

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

In the event that the Contractor becomes aware of the occurrence of any conduct that is prohibited by this section entitled "No Gifts, Gratuities, Offers of Employment, Etc.", it shall report such occurrence to the Port Authority's Office of Inspector General within three (3) business days of obtaining such knowledge. (See "<http://www.panynj.gov/inspector-general>" for information about to report information to the Office of Inspector General). Failing to report such conduct shall be grounds for a finding of non-responsibility.

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

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

6. Conflict of Interest

During the term of this Contract, the Contractor shall not participate in any way in the preparation, negotiation or award of any contract (other than a contract for its own services to the Authority) to which it is contemplated the Port Authority may become a party, or participate in any way in the review or resolution of a claim in connection with such a contract if the Contractor has a substantial financial interest in the contractor or potential contractor of the Port Authority or if the Contractor has an arrangement for future employment or for any other business relationship with said contractor or potential contractor, nor shall the Contractor at any time take any other action which might be viewed as or give the appearance of conflict of interest on its part. If the possibility of such an arrangement for future employment or for another business arrangement has been or is the subject of a previous or current discussion, or if the Contractor has reason to believe such an arrangement may be the subject of future discussion, or if the Contractor has any financial interest, substantial or not, in a contractor or potential contractor of the Authority, and the Contractor's participation in the preparation, negotiation or award

of any contract with such a contractor or the review or resolution of a claim in connection with such a contract is contemplated or if the Contractor has reason to believe that any other situation exists which might be viewed as or give the appearance of a conflict of interest, the Contractor shall immediately inform the Director in writing of such situation giving the full details thereof. Unless the Contractor receives the specific written approval of the Director, the Contractor shall not take the contemplated action which might be viewed as or give the appearance of a conflict of interest. The Director may require the Contractor to submit a mitigation plan addressing and mitigating any disclosed or undisclosed conflict, which is subject to the approval of the Director and shall become a requirement, as though fully set forth in this Contract. In the event the Director shall determine that the performance by the Contractor of a portion of its Services under this Agreement is precluded by the provisions of this numbered paragraph, or a portion of the Contractor's said Services is determined by the Director to be no longer appropriate because of such preclusion, then the Director shall have full authority on behalf of both parties to order that such portion of the Contractor's Services not be performed by the Contractor, reserving the right, however, to have the Services performed by others and any lump sum compensation payable hereunder which is applicable to the deleted work shall be equitably adjusted by the parties. The Contractor's execution of this document shall constitute a representation by the Contractor that at the time of such execution the Contractor knows of no circumstances, present or anticipated, which come within the provisions of this paragraph or which might otherwise be viewed as or give the appearance of a conflict of interest on the Contractor's part. The Contractor acknowledges that the Authority may preclude it from involvement in certain disposition/privatization initiatives or transactions that result from the findings of its evaluations hereunder or from participation in any contract, which results, directly or indirectly, from the Services provided by the Contractor hereunder. The Port Authority's determination regarding any questions of conflict of interest shall be final.

7. Definitions

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

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

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

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

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

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

If the solicitation is a Request for Proposal:

Bid - shall mean Proposal;

Bidder - shall mean Proposer;

Bidding - shall mean submitting a Proposal.

In a Contract resulting from the taking of bids:

Bid - shall mean bid;

Bidder - shall mean Bidder; except and until the Contract has been awarded, then it shall mean Contractor

Bidding - shall mean executing this Contract.

In a Contract resulting from the taking of Proposals:

Bid - shall mean Proposal;

Bidder - shall mean Proposer;

Bidding - shall mean executing this Contract.