

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: 11/24/14

TITLE: OPERATIONS AND MAINTENANCE SERVICES AT AIRLINE
TERMINAL 6, HANGARS, AND BUILDINGS AT JOHN F. KENNEDY
INTERNATIONAL AIRPORT

BID NO.: 40562

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

FACILITY INSPECTION: DECEMBER 8, 2014 TIME: 10:00 AM

BID DUE DATE: DECEMBER 23, 2014 TIME: 11:00 AM

BUYER NAME: EMILY BAXTER

PHONE NO.: (201) 395-3421

EMAIL: ebaxter@panynj.gov

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

(NAME OF BIDDING ENTITY)

(ADDRESS)

(CITY, STATE AND ZIP CODE)

(REPRESENTATIVE TO CONTACT-NAME & TITLE (TELEPHONE)

(FEDERAL TAX I.D. NO.) (FAX NO.)

BUSINESS CORPORATION PARTNERSHIP INDIVIDUAL

OTHER (SPECIFY): _____

INVITATION FOR BID

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

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

The Port Authority of New York and New Jersey (the “Port Authority” or the “Authority”) is an agency of the States of New York and New Jersey, created and existing by virtue of the Compact of April 30, 1921, made by and between the two States, and thereafter consented to by the Congress of the United States. It is charged with providing transportation, terminals 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, Atlantic City International, and Stewart International Airports), marine terminals in both New Jersey and New York (Port Newark and Elizabeth, Howland Hook and Brooklyn Piers); and its interstate tunnels and bridges (the Lincoln and Holland Tunnels; the George Washington, Bayonne, and Goethals Bridges; and the Outerbridge Crossing), which are vital “Gateways to the Nation.”

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

2. Form and Submission of Bid

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

obligations and liabilities imposed upon it herein and expressly makes the representations and warranties required in this document.

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

3. Vendor Profile

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

4. Acknowledgment of Addenda

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

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

5. Firm Offer

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

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

6. Acceptance or Rejection of Bids

The acceptance of a Bid will be by a written notice signed by an authorized representative on behalf of the Authority. No other act of the Port Authority, its Commissioners, officers, agents or employees shall constitute acceptance of a Bid. The

Port Authority reserves the unqualified right, in its sole and absolute discretion, to reject any or all Bids or to accept any Bid, which in its judgment will best serve the public interest and to waive defects in any Bid. No rights accrue to any Bidder unless and until its Bid is accepted.

7. Bidder's Questions

Any questions by prospective Bidders concerning the Work to be performed or the terms and conditions of the Contract may be addressed to the Contracts Specialist listed on the Cover Sheet of this document. The Contracts Specialist is only authorized to direct the attention of prospective Bidders to the portions of the Contract. No employee of the Port Authority is authorized to interpret any portion of the Contract or to give information in addition to that contained in the Contract. When Contract interpretation or additional information as to the Contract requirements is deemed necessary by the Port Authority, it will be communicated to all Bidders by written addenda issued under the name of the Assistant Director, Commodities & Services Division, Procurement Department 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 Bids from Bidders that can satisfactorily demonstrate meeting the prerequisites specified within Part II hereof at the time of bid submission will be considered. By furnishing this document to the Bidder, the Port Authority has not made a determination that the Bidder has met the prerequisites or has otherwise been deemed qualified to perform the services. A determination that a Bidder has met the prerequisites is no assurance that it will be deemed qualified in connection with other bid requirements included herein.

12. Qualification Information

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

a. The Bidder may be required to demonstrate that it is financially capable of performing this Contract, and the determination of the Bidder's financial qualifications will be made by the Port Authority in its sole discretion. The Bidder shall submit such financial and other relevant information as may be required by the Port Authority from time to time including, but not limited to, the following:

1. (i) Certified financial statements, including applicable notes, reflecting the Bidder's assets, liabilities, net worth, revenues, expenses, profit or loss and cash flow for the most recent calendar year or the Bidder's most recent fiscal year.

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

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

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

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

3. The name and address of the Bidder's banking institution, chief banking representative handling the Bidder's account, the Bidder's Federal Employer Identification Number (i.e., the number assigned to firms by the Federal Government for tax purposes), the Bidder's Dun and Bradstreet number, if any,

the name of any other credit service to which the Bidder has furnished information, and the number, if any, assigned by such service to the Bidder's account.

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

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

13. Contractor's Integrity Provisions

By submitting a Bid, Bidders shall be deemed to have made the certifications contained in the clauses entitled "Certification of No Investigation (criminal or civil anti-trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Information," and "Non-Collusive Bidding, and Code of Ethics Certification, Certification of No Solicitation Based On Commission, Percentage, Brokerage, Contingent or Other Fees" contained within the Standard Terms and Conditions within these bid documents. If the Bidder is unable to make the certifications contained therein the Bidder shall submit a statement with its Bid explaining why any such certification(s)

cannot be made. Such a submission shall be submitted in a separate envelope along with your Bid, clearly marked "CERTIFICATION STATEMENT."

14. 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.

15. Available Documents - General

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

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

16. Pre-award Meeting

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

17. 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.

18. 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) - means a business entity which is at least fifty one percent (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 fifty one percent (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) - means a business enterprise which is at least fifty one percent (51%) owned by one or more women, or, in the case of a publicly held corporation, at least fifty one percent (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) 435-7888.

19. 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 numbered section, the following definitions shall apply:

- a. "Recovered Material" means 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" means 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" means 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" means 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" means 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" means 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.

20. 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.

21. 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>

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PART II - CONTRACT SPECIFIC INFORMATION FOR BIDDERS

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

1. Service(s) Required

Operation and Maintenance Services at airline terminal hangars and other buildings at John F. Kennedy International Airport (JFK) as more specifically described in the Specifications

2. Location(s) Services Required

Airline terminal hangars and other buildings at JFK, as more fully described in the definition of "Facility" in the Specifications.

3. Expected Date of Commencement of Contract

On or about May 1, 2015

4. Contract Type

Unit Price Service Contract

5. Duration of Contract

Three (3) years to expire on or about April 30, 2018

6. Option Period(s)

There shall be up to two (2), one (1)-year Option Periods.

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

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

8. Extension Period

120 day extension applicable

9. Facility Inspection

Date and Time: December 8, 2014, 10 AM at JFK Building 14

Please contact Robert Hutchinson at 718-244-4556 to confirm attendance and/or receive travel directions. Two (2) forms of photo identification are required in order to attend.

10. Specific Bidder's Prerequisites

- a. The Bidder shall have had at least five (5) years of continuous experience immediately prior to the date of submission of its bid in the management and operation of a business supplying building operations and maintenance services and during that time shall have actually engaged in providing said or such services to commercial or industrial accounts under contract. The Bidder may

- fulfill this prerequisite if the Bidder can demonstrate to the satisfaction of the Port Authority that the persons or entities owning and controlling the Bidder have had a cumulative total of at least five (5) years of experience immediately prior to the date of the submission of its bid in the management and operation of a business actually engaged in providing these services to commercial or industrial accounts under contract during that time, or have owned and controlled other entities which have actually engaged in providing the above described services during that time period.
- b. During the time period stated in (a) above, the Bidder, or persons or entities owning and controlling the Bidder, shall have performed or be performing under at least two (2) contract(s) requiring similar services of similar scope to those required under this Contract.
 - c. The Bidder shall have had in its last two (2) consecutive fiscal years, or the last two (2) complete calendar years immediately preceding the opening of its bid, a minimum of seven million five hundred thousand dollars (\$7,500,000) 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.

11. Available Documents

The following documents will be made available for reference and examination at the facility inspection:

Contract 4600008032, Purchase Order 4500061028 entitled "Operations and Maintenance Services at Airline Terminal Hangars and Other Buildings at John F. Kennedy International Airport"

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

addition, shall not be responsible for the conclusions to be drawn therefrom. They are made available to the bidders merely for the purpose of providing them with such information as is in the possession of the Port Authority, whether or not such information may be accurate, complete or pertinent or of any value to the bidders.

12. 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.

13. Airport Security Identification

All employees working on site must have an airport security identification (ID). Staff must submit applications as part of the process. The application requires the individual to supply a ten (10) year background history with the last five (5) years documented and verified. Any gaps of undocumented time of twelve (12) months or more not resolved to the satisfaction of the Manager will require a criminal history records check to ensure that the individual was not convicted of any of the qualifying crimes, as mandated by the FAA.

13. Employee Seniority List

Listed below are the initials, position and years of service with company (as of June 2014) of the full-time employees providing service under the existing contract. The Port Authority considers the core of current staff to be full-time employees and not full-time equivalents. The use of full-time equivalents for these core positions will not be permitted.

Employee Initials	Employee Position	Time with Company
AG	Superintendent	21 Years
CC	Assistant Superintendent	12 Years
SA	Clerk	13 Years
EM	Clerk	13 Years
LC	Supervisor	8 Years

RG	Supervisor	12 Years
JG	Supervisor	2 Years
MM	Supervisor	2 Years
GM	Supervisor	12 Years
MR	IT Supervisor	1 Year
GT	Supervisor	11 Years
SR	Supervisor	13 Years
PV	Supervisor	1 Year

**PART III – CONTRACT SPECIFIC TERMS AND CONDITIONS,
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PART III – CONTRACT SPECIFIC TERMS AND CONDITIONS

1. General Agreement

Subject to all of the terms and conditions of this Contract, the undersigned (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 Part V, (the “Specifications,”) at the location(s) listed in Part II and fully set forth in the Specifications, and do all other things necessary or proper therefor or incidental thereto, all in strict accordance with the provisions of the Contract Documents and any future changes therein; and the Contractor further agrees to assume and perform all other duties and obligations imposed upon it by this Contract.

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

2. Duration

- a) The initial term of this Contract (hereinafter called the “Base Term”) shall commence on or about the date specified in Part II hereof, on the specific date set forth in the Port Authority’s written notice of bid acceptance (hereinafter called the “Commencement Date”), and unless otherwise terminated, revoked or extended in accordance with the provisions hereof, shall expire as specified in Part II hereof (hereinafter called the “Expiration Date”).
- b) If specified as applicable to this Contract and set forth in Part II hereof, the Port Authority shall have the right to extend this Contract for additional period(s) (hereinafter referred to as the “Option Period(s)”) following the Expiration Date, upon the same terms and conditions subject only to adjustments of charges, if applicable to this Contract, as may be hereinafter provided in the paragraph entitled “Price Adjustments”. If the Port Authority shall elect to exercise the Option(s) to extend this Contract, then, no later than thirty (30) days prior to the Expiration Date, the Port Authority 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, the Port Authority agrees to pay to the Contractor and the Contractor agrees to accept from the Port Authority as full and complete consideration for the performance of all its obligations under this Contract and as sole compensation for the Work performed by the Contractor hereunder, a compensation calculated from the actual quantities of services performed and the respective prices inserted by the Contractor in the Pricing Sheet(s), forming a part of this Contract, exclusive of compensation under the clause hereof entitled "Extra Work". The manner of submission of all bills for payment to the Contractor by the Port Authority for Services rendered under this Contract shall be subject to the approval of the Manager in all respects, including, but not limited to, format, breakdown of items presented and verifying records. All computations made by the Contractor and all billing and billing procedures shall be done in conformance with the following procedures:

- a) Payment shall be made in accordance with the prices for the applicable service (during the applicable Contract year) as they appear on the Pricing Sheet(s), as the same may be adjusted from time to time as specified herein, minus any deductions for services not performed and/or any liquidated damages to which the invoice may be subject and/or any adjustments as may be required pursuant to increases and decreases in areas or frequencies, if applicable. All Work must be completed within the time frames specified or as designated by the Manager.
- b) The Contractor shall submit to the Manager by the fifth (5th) day of each month following the month of commencement of this Contract and on or by the fifth (5th) day of each month thereafter (including the month following the termination, revocation or expiration of this Contract) a complete and correct invoice for the Work performed during the preceding month accompanied by such information as may be required by the Manager for verification. The invoice must show the Contractor's Federal Tax Identification Number. Payment will be made within thirty (30) days of Port Authority verification of the invoice.
- c) No certificate, payment, acceptance of any Work or any other act or omission of any representative of the Port Authority shall operate to release the Contractor from any obligation under or upon this Contract, or to estop the Port Authority from showing at any time that such certificate, payment, acceptance, act or omission was incorrect or to preclude the Port Authority from recovering any monies paid in excess of those lawfully due and any damage sustained by the Port Authority.
- d) In the event an audit of received invoices should indicate that the correct sum due the Contractor for the relevant billing period is less than the amount actually paid by the Port Authority, the Contractor shall pay to the Port Authority the

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

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

4. Price Adjustment

None

5. Liquidated Damages

- a) The Contractor's obligations for the performance and completion of the Work within the time or times provided for in this Contract are of the essence of this Contract. In the event that the Contractor fails to satisfactorily perform all or any part of the Work required hereunder in accordance with the requirements set forth in the Specifications (as the same may be modified in accordance with provisions set forth elsewhere herein) then, inasmuch as the damage and loss to the Port Authority for such failure to perform includes items of loss whose amount will be incapable or very difficult of accurate estimation, the damages for such failure to perform shall be liquidated as follows:
 - i. For each tour of duty, or any portion thereof, during which the Contractor fails to have the staff required by the section of the Specifications entitled "Staffing Requirements," the Contractor's compensation shall be reduced by one hundred dollars (\$100) per person per hour that the Contractor fails to have the staff required.
 - ii. If the Contractor fails to respond properly to an emergency as directed by the Manager, as per Part V and the section of the Specifications entitled "Response to Emergency Conditions," verbally and/or in writing, then the Contractor's compensation shall be reduced by one hundred dollars (\$100) for each incident that where the Contractor fails to respond properly.
 - iii. If the Contractor fails to provide and maintain in proper working order any required Contractor-provided cell phones, then the Contractor's compensation shall be reduced by fifty dollars (\$50) per cell phone for each day or part thereof when said items are not available or are inoperable.

- iv. If the Contractor fails to meet the required vehicle specification or have the vehicle present at the Facility, then the Contractor's compensation shall be reduced by two hundred dollars (\$200) per day per vehicle. If it becomes necessary for the Port Authority to provide assistance transportation to the Contractor, then the Contractor's compensation shall be reduced by an additional five hundred dollars (\$500) for each day or part thereof that the Port Authority has to provide assistance transportation.
 - v. If a Contractor employee fails to appear in full and approved uniform, then the employee shall be relieved of duty. The Contractor's compensation shall be reduced by one hundred dollars (\$100) per person per hour that the Contractor fails to provide a properly attired employee.
 - vi. The Port Authority shall furnish the necessary keys required for admittance to equipment spaces under the Contractor's responsibility. All such items shall remain the property of the Port Authority; if a key is lost the Contractor's compensation will be reduced by fifty dollars (\$50.00) per key, and if a lock is broken by the Contractor, the Contractor's compensation shall be reduced by two hundred fifty dollars (\$250) per door lock.
- b) The Manager shall determine whether the Contractor has performed in a satisfactory manner and their determination shall be final, binding and conclusive upon the Contractor.
 - c) Failure of the Manager or the Port Authority to impose liquidated damages shall not be deemed Port Authority acceptance of unsatisfactory performance or a failure to perform on the part of the Contractor or a waiver of its remedies hereunder.

6. Insurance Procured by the Contractor

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

Commercial General Liability Insurance - \$5 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 liability policy (ies) shall name **The Port Authority of NY and NJ, its related entities, their commissioners, directors, officers, partners, employees and agents/ The City of New York**, 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. Further, the Contractor shall indemnify the Port Authority for all claims against the Port Authority by employees, agents and/or subcontractors of the Contractor performing work under this Contract.

Each policy above shall contain a provision that the policy may not be canceled, terminated, or modified without thirty (30) days’ prior written notice to the Port Authority of NY and NJ, Att: Facility Contract Administrator, at the location where the work will take place and to the General Manager, Risk Financing.

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

Within five (5) days after the award of this Contract and prior to the start of work, the Contractor must submit an original certificate of insurance, to the Port Authority of NY and NJ, Facility Contract Administrator, at the location where the work will take place. This certificate of insurance MUST show evidence of the above insurance policy (ies), stating the agreement/contract number prior to the start of work. The General Manager, Risk Financing must approve the certificate(s) of insurance before any work can begin. Upon request by the Port Authority, the Contractor shall furnish to the General Manager, Risk Financing, a certified copy of each policy, including the premiums.

If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as above required, then, if the Manager shall so direct, the Contractor shall suspend performance of the Contract at the premises. If the Contract is so suspended, no extension of time shall be due on account thereof. If the Contract is not suspended (whether or not because of omission of the Manager to order suspension), then the Authority may, at its option, obtain insurance affording coverage equal to the above required, the cost of such insurance to be payable by the Contractor to the Port Authority.

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

The requirements for insurance procured by the Contractor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Contractor under this contract. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Contractor against the obligations imposed on them by law or by this or any other Contract. [CITS #4635n]

7. Increase and Decrease in Areas or Frequencies

The Manager shall have the right, at any time and from time to time in their sole discretion, to increase or decrease the frequencies of all or any part of the services required hereunder and/or to add buildings/hangars not described herein in the Specifications or remove buildings/hangars which are hereunder so described. In the event the Manager decides to change any frequencies or areas such change shall be by written notice not less than fifteen (15) days prior, said changes to be effective upon the date specified in said notice.

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

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

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

No such change in areas or frequencies will be implemented which results in a total increase or decrease in compensation that is greater than 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 Manager. "Extra Work" as used herein shall be defined as work which differs from that expressly or impliedly required by the Specifications in their present form. Total Extra Work performed by the Contractor shall not exceed six percent (6%) of the Total Estimated Contract Price of this Contract for the entire Term of this Contract including extensions thereof, or six percent (6%) of the Total Estimated Contract Price of each Section if this Contract is awarded by separate Sections.

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

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

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

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

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

"Net Cost" shall be the Contractor's actual cost after deducting all permitted cash and trade discounts, rebates, allowances, credits, sales taxes, commissions, and refunds (whether or not any or all of the same shall have been taken by the Contractor) of all parts and materials purchased by the Contractor solely for the use in performing its obligation hereunder provided, where such purchase has received the prior written

approval of the Manager as required herein. The Contractor shall promptly furnish to the Manager such bills of sale and other instruments as the Manager may require, executed, acknowledged and delivered, assuring to the Manager title to such materials, supplies, equipment, parts, and tools free of encumbrances.

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

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

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

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

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

The Contractor shall supply the amount of materials, supplies, equipment and personnel required by the Manager within twenty-four (24) hours following the receipt of written or verbal notice from the Manager, or in the case of an emergency as determined by the Manager, within two (2) hours following the receipt by the Contractor of the Manager’s written or oral notification. Where oral notification is provided hereunder, the Manager shall thereafter confirm the same in writing.

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

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

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

1. SIGNATURE SHEET

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

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

Bidding Entity _____

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 and 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)
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3. PRICING SHEET(S)

Entry of Prices

- a. The prices quoted shall be written in figures, in ink, preferably in black ink where required in the spaces provided on the Pricing Sheet(s) attached hereto and made a part hereof.
- b. All Bidders are asked to ensure that all charges quoted for similar operations in the Contract are consistent.
- c. Prices must be submitted for each Item required on the Pricing Sheet(s). Bidders are advised that the Items on the Pricing Sheet(s) correspond to the required services set forth in the Specifications hereunder.
- d. Bidders must insert all figures as required and verify all computations for accuracy. The Port Authority in its sole judgment reserves the right to: (1) reject Bids without checking them for mathematical errors or omissions, (2) reject Bids that contain or appear to contain errors or omissions, and (3) supply corrections to Bids that contain or appear to contain mathematical errors and omissions, and in this case the Port Authority reserves the right to recompute the Total Estimated Contract Price (which amount shall then govern in all cases) based upon the Unit Prices inserted by the Bidder.
- e. In the event that a Bidder quotes an amount in the Total Estimated column but omits to quote a Unit Price for that amount in the space provided, the Port Authority reserves the right to compute and insert the appropriate Unit Price.
- f. The Total Estimated Contract Price 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 Contractor shall insert, if applicable to this Contract and indicated as required, the percentage increase or decrease in charges for the years following the first year of this Contract. The percentage increase or decrease for the years following the first year, shall be applied to the Estimated Annual Contract Price of the preceding year, to obtain the Estimated Annual Contract Price for each following year.
- h. The Total Estimated Contract Price shall be obtained by adding the Estimated Annual Contract Price for the first year of the Contract, and the Estimated Annual Contract Price for each subsequent year, including in the Estimated Annual Contract Price for the following years, if applicable, adjustments in the price due to a percentage increase or decrease for the years following the first year of the Contract to be inserted by the Bidder as described hereinbefore.

Contractor's Pricing Sheets
Exhibit A (Year 1)
Labor and Vehicles Rates

Description	Estimated Annual Labor Hours/Vehicle Quantity	X	Unit Price/Hourly Rate or Annual Vehicle Rate	=	Total Estimated Annual Price
Superintendent Normal Hours (6:30 a.m.-3p.m) with 1/2 hr unpaid lunch	1,992	x	_____	=	_____
Superintendent Overtime (Other than Normal Hrs)	100	x	_____	=	_____
Assistant Superintendent Normal Hours (6:30 a.m.-3 p.m.) with 1/2 hr unpaid Lunch	1,992	x	_____	=	_____
Assistant Superintendent Overtime (other than normal Hours)	100	x	_____	=	_____
Information Technology Supervisor/ Maintenance Scheduling Supervisor Normal Hours 6:30 a.m.-3 p.m.	1,992	x	_____	=	_____
Information Technology Supervisor/ Maintenance Scheduling Supervisor Overtime (Other than normal hours)	50	x	_____	=	_____
Supervisor Normal Hours (6:30 a.m.-3:00 p.m.) with 1/2 hr unpaid Lunch	3,984	x	_____	=	_____
Supervisor Overtime (other than normal Hours)	100	x	_____	=	_____
Supervisor Normal Hours (6:30 a.m.-2:30 p.m.) with 1/2 hr paid Lunch	2,824	x	_____	=	_____
Supervisor Normal Hours (2:30 p.m.-10:30 p.m.) with 1/2 hr paid Lunch	2,824	x	_____	=	_____
Supervisor Normal Hours (10:30 p.m.-6:30 a.m.) with 1/2 hr paid Lunch	2,824	x	_____	=	_____

Contractor's Pricing Sheets
Exhibit A (Year 1)
Labor and Vehicle Rates

Description	Estimated Annual Labor Hours/Vehicle Quantity	x	Unit Price/Hourly Rate or Annual Vehicle Rate	= Total Estimated Annual Price
Supervisor	264	x		=
Holiday Hours			_____	_____
Maintenance Mechanic Normal Hours 6:30 a.m.-3 p.m. with 1/2 hours unpaid lunch	35,856	x		=
			_____	_____
Maintenance Mechanic Overtime (other than normal hours)	1,000	x		=
			_____	_____
Maintenance Mechanic Normal Hours (6:30 a.m.-2:30 p.m.) with 1/2 hr paid Lunch	2,824	x		=
			_____	_____
Maintenance Mechanic Normal Hours (2:30 p.m.-10:30 p.m.) with 1/2 hr paid Lunch	2,824	x		=
			_____	_____
Maintenance Mechanic Normal Hours (10:30 p.m.-6:30 a.m.) with 1/2 hr paid Lunch	2,824	x		=
			_____	_____
Maintenance Mechanic Holiday Hours	264	x		=
			_____	_____
Electrician Normal Hours 6:30 a.m.-3 p.m. with 1/2 hours unpaid lunch	3,984	x		=
			_____	_____
Electrician Overtime (other than normal hours)	100	x		=
			_____	_____
Fire System Technician Normal Hours 6:30 a.m.-3 p.m. with 1/2 hours unpaid lunch	11,952	x		=
			_____	_____
Fire System Technician Overtime (other than normal hours)	500	x		=
			_____	_____

Contractor's Pricing Sheets
Exhibit A (Year 1)
Labor and Vehicle Rates

Description	Estimated Annual Labor Hours/Vehicle Quantity	x	Unit Price/Hourly Rate or Annual Vehicle Rate	=	Total Estimated Annual Price
Clerk Normal Hours 6:30 a.m.-3 p.m. with 1/2 hour unpaid lunch	5,976	x		=	_____
Clerk Overtime (other than normal hours)	25	x		=	_____
Cleaner Normal Hours 6:30 a.m.-3 p.m. with 1/2 hour unpaid lunch	5,976	x		=	_____
Cleaner Overtime (other than normal hours)	100	x		=	_____
SUV (Ford Escape or approved equal)	2	x		=	_____
Crew Cab Pick-up Truck	7	x		=	_____
Full Size Passenger Van	1	x		=	_____
Full Size Pick-up Truck w/ Power Lift Gate	2	x		=	_____
Full Size Cargo Van	1	x		=	_____
High Reach Boom Lift 135" Genie ZX-135/70 or approved equal	1	x		=	_____
Scissor Lift 20 ft. JLG 2030 ES or approved equal	1	x		=	_____
Scissor Lift 37 ft. Skyjack SJ8831- RT or approved equal	1	x		=	_____
Trailer for transport of 20 & 37 lift Cost to include all License and registration and any other costs of operation.	1	x		=	_____
Estimated Contract Price for Year One (1)			\$		_____
					(Sum of items above)= A1

PART IV - 7

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

Rev. 2/12/10 (PA/PATH)

Contractor's Pricing Sheets
Exhibit A (Year 2)
Labor and Vehicles Rates

Description	Estimated Annual Labor Hours/Vehicle Quantity	X	Unit Price/Hourly Rate or Annual Vehicle Rate	=	Total Estimated Annual Price
Superintendent Normal Hours (6:30 a.m.-3p.m) with 1/2 hr unpaid lunch	1,992	x	_____	=	_____
Superintendent Overtime (Other than Normal Hrs)	100	x	_____	=	_____
Assistant Superintendent Normal Hours (6:30 a.m.-3 p.m.) with 1/2 hr unpaid Lunch	1,992	x	_____	=	_____
Assistant Superintendent Overtime (other than normal Hours)	100	x	_____	=	_____
Information Technology Supervisor/ Maintenance Scheduling Supervisor Normal Hours 6:30 a.m.-3 p.m.	1,992	x	_____	=	_____
Information Technology Supervisor/ Maintenance Scheduling Supervisor Overtime (Other than normal hours)	50	x	_____	=	_____
Supervisor Normal Hours (6:30 a.m.-3:00 p.m.) with 1/2 hr unpaid Lunch	3,984	x	_____	=	_____
Supervisor Overtime (other than normal Hours)	100	x	_____	=	_____
Supervisor Normal Hours (6:30 a.m.-2:30 p.m.) with 1/2 hr paid Lunch	2,824	x	_____	=	_____
Supervisor Normal Hours (2:30 p.m.-10:30 p.m.) with 1/2 hr paid Lunch	2,824	x	_____	=	_____
Supervisor Normal Hours (10:30 p.m.-6:30 a.m.) with 1/2 hr paid Lunch	2,824	x	_____	=	_____

Contractor's Pricing Sheets
Exhibit A (Year 2)
Labor and Vehicle Rates

Description	Estimated Annual Labor Hours/Vehicle Quantity	x	Unit Price/Hourly Rate or Annual Vehicle Rate	=	Total Estimated Annual Price
Supervisor	264	x		=	
Holiday Hours			_____		_____
Maintenance Mechanic Normal Hours 6:30 a.m.-3 p.m. with 1/2 hours unpaid lunch	35,856	x		=	
			_____		_____
Maintenance Mechanic Overtime (other than normal hours)	1,000	x		=	
			_____		_____
Maintenance Mechanic Normal Hours (6:30 a.m.-2:30 p.m.) with 1/2 hr paid Lunch	2,824	x		=	
			_____		_____
Maintenance Mechanic Normal Hours (2:30 p.m.-10:30 p.m.) with 1/2 hr paid Lunch	2,824	x		=	
			_____		_____
Maintenance Mechanic Normal Hours (10:30 p.m.-6:30 a.m.) with 1/2 hr paid Lunch	2,824	x		=	
			_____		_____
Maintenance Mechanic Holiday Hours	264	x		=	
			_____		_____
Electrician Normal Hours 6:30 a.m.-3 p.m. with 1/2 hours unpaid lunch	3,984	x		=	
			_____		_____
Electrician Overtime (other than normal hours)	100	x		=	
			_____		_____
Fire System Technician Normal Hours 6:30 a.m.-3 p.m. with 1/2 hours unpaid lunch	11,952	x		=	
			_____		_____
Fire System Technician Overtime (other than normal hours)	500	x		=	
			_____		_____

Contractor's Pricing Sheets
Exhibit A (Year 2)
Labor and Vehicle Rates

Description	Estimated Annual Labor Hours/Vehicle Quantity	x	Unit Price/Hourly Rate or Annual Vehicle Rate	=	Total Estimated Annual Price
Clerk Normal Hours 6:30 a.m.-3 p.m. with 1/2 hour unpaid lunch	5,976	x		=	_____
Clerk Overtime (other than normal hours)	25	x		=	_____
Cleaner Normal Hours 6:30 a.m.-3 p.m. with 1/2 hour unpaid lunch	5,976	x		=	_____
Cleaner Overtime (other than normal hours)	100	x		=	_____
SUV (Ford Escape or approved equal)	2	x		=	_____
Crew Cab Pick-up Truck	7	x		=	_____
Full Size Passenger Van	1	x		=	_____
Full Size Pick-up Truck w/ Power Lift Gate	2	x		=	_____
Full Size Cargo Van	1	x		=	_____
High Reach Boom Lift 135" Genie ZX-135/70 or approved equal	1	x		=	_____
Scissor Lift 20 ft. JLG 2030 ES or approved equal	1	x		=	_____
Scissor Lift 37 ft. Skyjack SJ8831- RT or approved equal	1	x		=	_____
Trailer for transport of 20 & 37 lift Cost to include all License and registration and any other costs of operation.	1	x		=	_____
Estimated Contract Price for Year Two (2)			\$		_____
					(Sum of items above)= A2

PART IV - 10

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

Rev. 2/12/10 (PA/PATH)

Contractor's Pricing Sheets
Exhibit A (Year 3)
Labor and Vehicles Rates

Description	Estimated Annual Labor Hours/Vehicle Quantity	X	Unit Price/Hourly Rate or Annual Vehicle Rate	=	Total Estimated Annual Price
Superintendent Normal Hours (6:30 a.m.-3p.m) with 1/2 hr unpaid lunch	1992	x	_____	=	_____
Superintendent Overtime (Other than Normal Hrs)	100	x	_____	=	_____
Assistant Superintendent Normal Hours (6:30 a.m.-3 p.m.) with 1/2 hr unpaid Lunch	1,992	x	_____	=	_____
Assistant Superintendent Overtime (other than normal Hours)	100	x	_____	=	_____
Information Technology Supervisor/ Maintenance Scheduling Supervisor Normal Hours 6:30 a.m.-3 p.m.	1,992	x	_____	=	_____
Information Technology Supervisor/ Maintenance Scheduling Supervisor Overtime (Other than normal hours)	50	x	_____	=	_____
Supervisor Normal Hours (6:30 a.m.-3:00 p.m.) with 1/2 hr unpaid Lunch	3,984	x	_____	=	_____
Supervisor Overtime (other than normal Hours)	100	x	_____	=	_____
Supervisor Normal Hours (6:30 a.m.-2:30 p.m.) with 1/2 hr paid Lunch	2,824	x	_____	=	_____
Supervisor Normal Hours (2:30 p.m.-10:30 p.m.) with 1/2 hr paid Lunch	2,824	x	_____	=	_____
Supervisor Normal Hours (10:30 p.m.-6:30 a.m.) with 1/2 hr paid Lunch	2,824	x	_____	=	_____

Contractor's Pricing Sheets
Exhibit A (Year 3)
Labor and Vehicle Rates

Description	Estimated Annual Labor Hours/Vehicle Quantity	x	Unit Price/Hourly Rate or Annual Vehicle Rate	= Total Estimated Annual Price
Supervisor	264	x		=
Holiday Hours			_____	_____
Maintenance Mechanic Normal Hours 6:30 a.m.-3 p.m. with 1/2 hours unpaid lunch	35,856	x		=
			_____	_____
Maintenance Mechanic Overtime (other than normal hours)	1,000	x		=
			_____	_____
Maintenance Mechanic Normal Hours (6:30 a.m.-2:30 p.m.) with 1/2 hr paid Lunch	2,824	x		=
			_____	_____
Maintenance Mechanic Normal Hours (2:30 p.m.-10:30 p.m.) with 1/2 hr paid Lunch	2,824	x		=
			_____	_____
Maintenance Mechanic Normal Hours (10:30 p.m.-6:30 a.m.) with 1/2 hr paid Lunch	2,824	x		=
			_____	_____
Maintenance Mechanic Holiday Hours	264	x		=
			_____	_____
Electrician Normal Hours 6:30 a.m.-3 p.m. with 1/2 hours unpaid lunch	3,984	x		=
			_____	_____
Electrician Overtime (other than normal hours)	100	x		=
			_____	_____
Fire System Technician Normal Hours 6:30 a.m.-3 p.m. with 1/2 hours unpaid lunch	11,952	x		=
			_____	_____
Fire System Technician Overtime (other than normal hours)	500	x		=
			_____	_____

PART IV - 12

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

Rev. 2/12/10 (PA/PATH)

Contractor's Pricing Sheets
Exhibit A (Year 3)
Labor and Vehicle Rates

Description	Estimated Annual Labor Hours/Vehicle Quantity	x	Unit Price/Hourly Rate or Annual Vehicle Rate	=	Total Estimated Annual Price
Clerk Normal Hours 6:30 a.m.-3 p.m. with 1/2 hour unpaid lunch	5,976	x		=	_____
Clerk Overtime (other than normal hours)	25	x		=	_____
Cleaner Normal Hours 6:30 a.m.-3 p.m. with 1/2 hour unpaid lunch	5,976	x		=	_____
Cleaner Overtime (other than normal hours)	100	x		=	_____
SUV (Ford Escape or approved equal)	2	x		=	_____
Crew Cab Pick-up Truck	7	x		=	_____
Full Size Passenger Van	1	x		=	_____
Full Size Pick-up Truck w/ Power Lift Gate	2	x		=	_____
Full Size Cargo Van	1	x		=	_____
High Reach Boom Lift 135" Genie ZX-135/70 or approved equal	1	x		=	_____
Scissor Lift 20 ft. JLG 2030 ES or approved equal	1	x		=	_____
Scissor Lift 37 ft. Skyjack SJ8831- RT or approved equal	1	x		=	_____
Trailer for transport of 20 & 37 lift Cost to include all License and registration and any other costs of operation.	1	x		=	_____
Estimated Contract Price for Year Three (3)			\$		_____
					(Sum of items above)= A3

Contractor's Pricing Sheets
 Exhibit A (Option 1- Year 4)
 Labor and Vehicles Rates

Description	Estimated Annual Labor Hours/Vehicle Quantity	X	Unit Price/Hourly Rate or Annual Vehicle Rate	=	Total Estimated Annual Price
Superintendent Normal Hours (6:30 a.m.-3p.m) with 1/2 hr unpaid lunch	1,992	x	_____	=	_____
Superintendent Overtime (Other than Normal Hrs)	100	x	_____	=	_____
Assistant Superintendent Normal Hours (6:30 a.m.-3 p.m.) with 1/2 hr unpaid Lunch	1,992	x	_____	=	_____
Assistant Superintendent Overtime (other than normal Hours)	100	x	_____	=	_____
Information Technology Supervisor/ Maintenance Scheduling Supervisor Normal Hours 6:30 a.m.-3 p.m.	1992	x	_____	=	_____
Information Technology Supervisor/ Maintenance Scheduling Supervisor Overtime (Other than normal hours)	50	x	_____	=	_____
Supervisor Normal Hours (6:30 a.m.-3:00 p.m.) with 1/2 hr unpaid Lunch	3,984	x	_____	=	_____
Supervisor Overtime (other than normal Hours)	100	x	_____	=	_____
Supervisor Normal Hours (6:30 a.m.-2:30 p.m.) with 1/2 hr paid Lunch	2,824	x	_____	=	_____
Supervisor Normal Hours (2:30 p.m.-10:30 p.m.) with 1/2 hr paid Lunch	2,824	x	_____	=	_____
Supervisor Normal Hours (10:30 p.m.-6:30 a.m.) with 1/2 hr paid Lunch	2,824	x	_____	=	_____

Contractor's Pricing Sheets
 Exhibit A (Option 1- Year 4)
 Labor and Vehicle Rates

Description	Estimated Annual Labor Hours/Vehicle Quantity	x	Unit Price/Hourly Rate or Annual Vehicle Rate	= Total Estimated Annual Price
Supervisor	264	x		=
Holiday Hours			_____	_____
Maintenance Mechanic Normal Hours 6:30 a.m.-3 p.m. with 1/2 hours unpaid lunch	35,856	x		=
			_____	_____
Maintenance Mechanic Overtime (other than normal hours)	1000	x		=
			_____	_____
Maintenance Mechanic Normal Hours (6:30 a.m.-2:30 p.m.) with 1/2 hr paid Lunch	2,824	x		=
			_____	_____
Maintenance Mechanic Normal Hours (2:30 p.m.-10:30 p.m.) with 1/2 hr paid Lunch	2,824	x		=
			_____	_____
Maintenance Mechanic Normal Hours (10:30 p.m.-6:30 a.m.) with 1/2 hr paid Lunch	2,824	x		=
			_____	_____
Maintenance Mechanic Holiday Hours	264	x		=
			_____	_____
Electrician Normal Hours 6:30 a.m.-3 p.m. with 1/2 hours unpaid lunch	3,984	x		=
			_____	_____
Electrician Overtime (other than normal hours)	100	x		=
			_____	_____
Fire System Technician Normal Hours 6:30 a.m.-3 p.m. with 1/2 hours unpaid lunch	11,952	x		=
			_____	_____
Fire System Technician Overtime (other than normal hours)	500	x		=
			_____	_____

Contractor's Pricing Sheets
Exhibit A (Option 1- Year 4)
Labor and Vehicle Rates

Description	Estimated Annual Labor Hours/Vehicle Quantity	x	Unit Price/Hourly Rate or Annual Vehicle Rate	=	Total Estimated Annual Price
Clerk Normal Hours 6:30 a.m.-3 p.m. with 1/2 hour unpaid lunch	5,976	x		=	_____
Clerk Overtime (other than normal hours)	25	x		=	_____
Cleaner Normal Hours 6:30 a.m.-3 p.m. with 1/2 hour unpaid lunch	5,976	x		=	_____
Cleaner Overtime (other than normal hours)	100	x		=	_____
SUV (Ford Escape or approved equal)	2	x		=	_____
Crew Cab Pick-up Truck	7	x		=	_____
Full Size Passenger Van	1	x		=	_____
Full Size Pick-up Truck w/ Power Lift Gate	2	x		=	_____
Full Size Cargo Van	1	x		=	_____
High Reach Boom Lift 135" Genie ZX-135/70 or approved equal	1	x		=	_____
Scissor Lift 20 ft. JLG 2030 ES or approved equal	1	x		=	_____
Scissor Lift 37 ft. Skyjack SJ8831- RT or approved equal	1	x		=	_____
Trailer for transport of 20 & 37 lift Cost to include all License and registration and any other costs of operation.	1	x		=	_____
Estimated Contract Price for Option 1 -Year Four (4) \$	_____				
	(Sum of items above)= A4				

Contractor's Pricing Sheets
Exhibit A (Option 2- Year 5)
Labor and Vehicles Rates

Description	Estimated Annual Labor Hours/Vehicle Quantity	X	Unit Price/Hourly Rate or Annual Vehicle Rate	=	Total Estimated Annual Price
Superintendent Normal Hours (6:30 a.m.-3p.m) with 1/2 hr unpaid lunch	1,992	x	_____	=	_____
Superintendent Overtime (Other than Normal Hrs)	100	x	_____	=	_____
Assistant Superintendent Normal Hours (6:30 a.m.-3 p.m.) with 1/2 hr unpaid Lunch	1,992	x	_____	=	_____
Assistant Superintendent Overtime (other than normal Hours)	100	x	_____	=	_____
Information Technology Supervisor/ Maintenance Scheduling Supervisor Normal Hours 6:30 a.m.-3 p.m.	1,992	x	_____	=	_____
Information Technology Supervisor/ Maintenance Scheduling Supervisor Overtime (Other than normal hours)	50	x	_____	=	_____
Supervisor Normal Hours (6:30 a.m.-3:00 p.m.) with 1/2 hr unpaid Lunch	3,984	x	_____	=	_____
Supervisor Overtime (other than normal Hours)	100	x	_____	=	_____
Supervisor Normal Hours (6:30 a.m.-2:30 p.m.) with 1/2 hr paid Lunch	2,824	x	_____	=	_____
Supervisor Normal Hours (2:30 p.m.-10:30 p.m.) with 1/2 hr paid Lunch	2,824	x	_____	=	_____
Supervisor Normal Hours (10:30 p.m.-6:30 a.m.) with 1/2 hr paid Lunch	2,824	x	_____	=	_____

Contractor's Pricing Sheets
 Exhibit A (Option 2- Year 5)
 Labor and Vehicle Rates

Description	Estimated Annual Labor Hours/Vehicle Quantity	x	Unit Price/Hourly Rate or Annual Vehicle Rate	= Total Estimated Annual Price
Supervisor	264	x		=
Holiday Hours			_____	_____
Maintenance Mechanic Normal Hours 6:30 a.m.-3 p.m. with 1/2 hours unpaid lunch	35,856	x		=
			_____	_____
Maintenance Mechanic Overtime (other than normal hours)	1,000	x		=
			_____	_____
Maintenance Mechanic Normal Hours (6:30 a.m.-2:30 p.m.) with 1/2 hr paid Lunch	2,824	x		=
			_____	_____
Maintenance Mechanic Normal Hours (2:30 p.m.-10:30 p.m.) with 1/2 hr paid Lunch	2,824	x		=
			_____	_____
Maintenance Mechanic Normal Hours (10:30 p.m.-6:30 a.m.) with 1/2 hr paid Lunch	2,824	x		=
			_____	_____
Maintenance Mechanic Holiday Hours	264	x		=
			_____	_____
Electrician Normal Hours 6:30 a.m.-3 p.m. with 1/2 hours unpaid lunch	3,984	x		=
			_____	_____
Electrician Overtime (other than normal hours)	100	x		=
			_____	_____
Fire System Technician Normal Hours 6:30 a.m.-3 p.m. with 1/2 hours unpaid lunch	11,952	x		=
			_____	_____
Fire System Technician Overtime (other than normal hours)	500	x		=
			_____	_____

Contractor's Pricing Sheets
Exhibit A (Option 2- Year 5)
Labor and Vehicle Rates

Description	Estimated Annual Labor Hours/Vehicle Quantity	x	Unit Price/Hourly Rate or Annual Vehicle Rate	=	Total Estimated Annual Price
Clerk Normal Hours 6:30 a.m.-3 p.m. with 1/2 hour unpaid lunch	5,976	x		=	_____
Clerk Overtime (other than normal hours)	25	x		=	_____
Cleaner Normal Hours 6:30 a.m.-3 p.m. with 1/2 hour unpaid lunch	5,976	x		=	_____
Cleaner Overtime (other than normal hours)	100	x		=	_____
SUV (Ford Escape or approved equal)	2	x		=	_____
Crew Cab Pick-up Truck	7	x		=	_____
Full Size Passenger Van	1	x		=	_____
Full Size Pick-up Truck w/ Power Lift Gate	2	x		=	_____
Full Size Cargo Van	1	x		=	_____
High Reach Boom Lift 135" Genie ZX-135/70 or approved equal	1	x		=	_____
Scissor Lift 20 ft. JLG 2030 ES or approved equal	1	x		=	_____
Scissor Lift 37 ft. Skyjack SJ8831- RT or approved equal	1	x		=	_____
Trailer for transport of 20 & 37 lift Cost to include all License and registration and any other costs of operation.	1	x		=	_____
Estimated Contract Price for Option 2 -Year Five (5)				\$	_____
					(Sum of items above)= A5

Exhibit D
Pricing Summary

From Exhibit	Description	Total Estimated Three (3) Year Contract Price
A	Labor & Vehicles (A1 + A2 + A3)	\$ (D1)
B	Materials, Parts and Components (B1)	\$ (D2)
C	Directed Subcontractors (C1)	\$ (D3)
ESTIMATED THREE (3) YR. CONTRACT PRICE(SumD1 + D2 + D3)		\$ (D4)
-		
A	Labor & Vehicles (A4)	\$ (D5)
B	Materials, Parts and Components (B2)	\$ (D6)
C	Directed Subcontractors (C2)	\$ (D7)
ESTIMATED 1st ONE YR. OPTION PERIOD (Sum D5 + D6 + D7)		\$ (D8)
A	Labor & Vehicles (A5)	\$ (D9)
B	Materials, Parts and Components (B3)	\$ (D10)
C	Directed Subcontractors (C3)	\$ (D11)
TOTAL ESTIMATED 2nd ONE YR. OPTION PERIOD (Sum D9 + D10 + D11)		\$ (D12)
ESTIMATED CONTRACT PRICE INCLUDING OPTION YEARS (Sum D4 + D8 + D12)=		\$

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 and Option Periods. 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.

BIDDER NAME: _____ BID NUMBER _____

Operations and Maintenance Services at Airline Terminal Hangars and Other Buildings at JFK

YEAR ONE

Information Technology/Maintenance Scheduling Supervisor

MINIMUM WAGE: \$43.34

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 - 24

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

Rev. 2/12/10 (PA/PATH)

BIDDER NAME: _____ BID NUMBER _____

Operations and Maintenance Services at Airline Terminal Hangars and Other Buildings at JFK
YEAR TWO
Information Technology/Maintenance Scheduling Supervisor
MINIMUM WAGE: \$43.69

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

PART IV - 25

Rev. 2/12/10 (PA/PATH)

BIDDER NAME: _____ BID NUMBER _____

Operations and Maintenance Services at Airline Terminal Hangars and Other Buildings at JFK
YEAR THREE
Information Technology/Maintenance Scheduling Supervisor
MINIMUM WAGE: \$44.04

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) \$ _____

BIDDER NAME: _____ BID NUMBER _____

Operations and Maintenance Services at Airline Terminal Hangars and Other Buildings at JFK
FIRST OPTION YEAR (YEAR FOUR)
Information Technology/Maintenance Scheduling Supervisor
MINIMUM WAGE: \$44.39

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

PART IV - 27

Rev. 2/12/10 (PA/PATH)

BIDDER NAME: _____ BID NUMBER _____

Operations and Maintenance Services at Airline Terminal Hangars and Other Buildings at JFK Second
OPTION YEAR (YEAR 5)
Information Technology/Maintenance Scheduling Supervisor
MINIMUM WAGE: \$44.75

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 - 28

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

Rev. 2/12/10 (PA/PATH)

BIDDER NAME: _____ BID NUMBER _____

Operations and Maintenance Services at Airline Terminal Hangars and Other Buildings at JFK

YEAR ONE

Clerk

MINIMUM WAGE: \$25.08

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 - 29

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

Rev. 2/12/10 (PA/PATH)

BIDDER NAME: _____ BID NUMBER _____

Operations and Maintenance Services at Airline Terminal Hangars and Other Buildings at JFK

YEAR TWO

Clerk

MINIMUM WAGE: \$25.28

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 - 30

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

Rev. 2/12/10 (PA/PATH)

BIDDER NAME: _____ BID NUMBER _____

Operations and Maintenance Services at Airline Terminal Hangars and Other Buildings at JFK

YEAR THREE

Clerk

MINIMUM WAGE: \$25.48

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 - 31

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

Rev. 2/12/10 (PA/PATH)

BIDDER NAME: _____ BID NUMBER _____

Operations and Maintenance Services at Airline Terminal Hangars and Other Buildings at JFK

FIRST OPTION YEAR (YEAR FOUR)

Clerk

MINIMUM WAGE: \$25.69

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 - 32

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

Rev. 2/12/10 (PA/PATH)

BIDDER NAME: _____ BID NUMBER _____

Operations and Maintenance Services at Airline Terminal Hangars and Other Buildings at JFK
SECOND OPTION YEAR (YEAR FIVE)

Clerk

MINIMUM WAGE: \$25.89

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 - 33

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

Rev. 2/12/10 (PA/PATH)

PART V – SPECIFICATIONS, TABLE OF CONTENTS

PART V – SPECIFICATIONS, TABLE OF CONTENTS..... 1

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Exhibit I - Sample Wage/Benefit Statement

PART V – SPECIFICATIONS

1. Specific Definitions

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

As used in this Contract, the term “Manager” unless otherwise indicated, means the Manager of Airport Maintenance Services Division, JFK Airport.

“Assistant Superintendent” means the Contractor’s designated employee responsible for daily operations, and shall perform duties as directed by the Superintendent and assume responsibilities of Superintendent in his absence.

“Cleaner” means the Contractor’s worker(s) assigned exclusively to the work site for the purpose of performing general housekeeping/ground keeping duties typically required for the maintenance of the Facility office areas, restrooms, shops and surrounding grounds.

“Clerk” means the Contractor’s worker(s) assigned exclusively to the Facility for the performance of general clerical administration requirements including Contractor attendance records, work schedules, work orders and other similar maintenance records requirements.

“Electrician” means the Contractor’s worker(s) assigned exclusively to the Facility for the purpose of including but not limited to maintaining, testing, troubleshooting and installations/alterations of electrical systems.

“Facility” means Building numbers 60, 67, 78, 111, 206, 208, 209, 214, 216, 260, Hangar numbers 3, 4, 5, 15, 16, 17, 19 and Terminal 6 and associated structures located at John F. Kennedy International Airport (JFK) in the County of Queens, State of New York.

“Fire System Technician” means the Contractor’s worker(s) assigned exclusively to the Facility for the purpose of including but not limited to maintaining, testing and repairing of fire protection systems and general plumbing maintenance.

“IT/Maintenance Scheduling Supervisor” means the Contractor’s designated employee(s) responsible for establishing and maintaining the maintenance management information system providing hardware and software technical support, interfacing with software Technology vendor, providing technical and functional training to staff, administering procedures and policies for the classification of maintenance work: to insure integrity of system, and make corrections accordingly, developing management reports as required, tracking backlog to ensure that maintenance is performed in a timely manner, scheduling workload to maximize balance between workforce and workload, and other tasks as may be required under this contract or by the Manager or Superintendent.

“Maintenance Mechanic” means the Contractor’s worker(s) assigned exclusively to the Facility in the operation, maintenance and/or alteration of building utility systems. Additionally, he/she will be required to work independently in the repair and/or maintenance of general structural items involving carpentry, painting, doors and door hardware.

“Notice” means a written notice.

“Superintendent” means the Contractor’s designated employee exclusively assigned the responsibility at the Facility of assuring that all the requirements of the Contract are followed and adhered to.

“Supervisor” means the Contractor’s designated employee(s) assigned exclusively to the Facility exercising direct charge of assigned Contractor workers in conformity with requirements of the Contractor’s collective bargaining agreements, or other requirements normal and customary in the specific trade or craft.

2. Work Required by the Specifications

“Work” shall mean operation and maintenance of structures, equipment, plant, labor, materials (including materials and equipment, if any, furnished by the Port Authority) and other facilities and all other things necessary or proper and incidental to the operation and maintenance of the mechanical systems located in, but not limited to, Building numbers 60, 67, 78, 111, 206, 208, 209, 214, 216, 260, Hangar numbers 3, 4, 5, 15, 16, 17 and 19 and Terminal 6 and associated structures located at JFK Airport.

3. Wages and Supplemental Benefits

A. Definitions:

- 1) “Employee” means any person, employed by the Contractor or its subcontractors, to perform any of the Services required under this Contract, excluding those holding the positions of Superintendent, Assistant Superintendent, Supervisor, Maintenance Mechanic, Electrician, Cleaner, Fire Systems Technician and other administrative personnel performing such duties exclusively.
- 2) “Full Time Employee” (F.T.E.) means any person or Employee who is paid on a straight-time hourly basis, working on such a compensation basis for a minimum of thirty (30) hours during a seven (7) day consecutive period continually (including vacation, sick leave, etc.) throughout each Contract Year. Time for which an employee is paid on an overtime or premium time basis shall not be counted in determining the thirty (30) hours requirement. The Port Authority will not reimburse the Contractor for any overtime without the Port Authority’s prior written consent.
- 3) “Straight-time” means the non-overtime hours actually worked by Employees under this Contract and shall include the time an employee spends at roll call, whether or not paid; however, meal periods and relief time shall be excluded, whether or not paid.

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

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

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

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

Minimum Hourly Wages For Non Trades/Non Management Positions
 Three (3) year base w/ two (2) one (1) year options.

	Year 1	Year 2	Year 3	Year 4 (1st Opt)	Year 5 (2nd Opt)
IT/Maintenance Scheduling Supervisor	\$ 43.34	\$ 43.69	\$ 44.04	\$ 44.39	\$ 44.75
Clerk	\$ 25.08	\$ 25.28	\$ 25.48	\$ 25.69	\$ 25.89

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 accepted by the Port Authority for each Employee in each category, and the Health Benefits shall be subject to the requirements as set forth below.

- 1) Health Benefits shall be provided to Employees and their families.
- 2) Health Benefits shall include a health insurance program addressing the following list of recommended acceptable components:
 - i. up to and including family coverage, as applicable
 - ii. inpatient hospital services
 - iii. outpatient surgical facility
 - iv. emergency room services
 - v. prenatal services
 - vi. well visits/immunizations/routine visits for illness
 - vii. prescription drug benefit

- 3) The Cost of Health Benefits shall be as set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority at the inception of the Contract, with an exact numerical (dollar) requirement for Health Benefits.
- 4) The Contractor shall demonstrate to the satisfaction of the Port Authority that Health Benefits are furnished by the Contractor and all subcontractors through one of the following, with no employee contribution to health coverage premiums:
 - i. The Contractor's and subcontractors' Employees and their families are covered under a health benefit plan paid for and provided by the Contractor;
 - ii. The Contractor's and subcontractors' Employees and their families are covered by a union benefit plan authorized under the Taft Hartley Act 29 USCA Section 186 (c);
 - iii. The Contractor's and subcontractors' Employees and their families are covered by a government health benefits program, including, but not limited to Healthy New York, Child Health Plus and NJ 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, and payroll taxes, employee incentive plans and any other benefits required by law are not includable in the Cost of Supplemental Benefits.
- 3) The established numerical value for the Supplemental Benefits, other than Health Benefits, shall be as set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority.

F. 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 and Supplemental Benefits as set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority, allows the Contractor to pay or provide some of its Employees hourly Direct Wages, Health Benefits and other Supplemental Benefits that are higher than the minimum and nothing herein shall be construed to constitute a representation or guarantee by the Port Authority that the Contractor or its subcontractors can obtain employees for the amounts herein before described.

G. Contractors (and their 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 (and its subcontractors) to comply with any of the requirements under this Contract, including but not limited to the timely submission of payroll certifications and documents related to Health Benefits and Supplemental Benefits provided to Employees may be deemed a substantial breach of this Contract giving rise to the rights and remedies enumerated hereafter in the paragraph entitled "Rights and Remedies of the Port Authority" in the Standard Contract Terms and Conditions, as well as any other rights and remedies the Port Authority would have in the absence of such enumeration and failure to comply with each of these requirements will be taken into consideration prior to award of future contracts with the Port Authority.

H. 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.

I. Further, the Contractor shall submit (and shall cause its subcontractors to submit) to the Port Authority on the fifteenth day of the seventh month following the month in which the Commencement Date of this Contract falls and every six (6)

months thereafter, and the month following the month in which the termination date of this Contract falls, a certified statement signed by an executive officer of the Contractor (or its subcontractor) based upon the Contractor's (or subcontractors') payroll records which indicate that the Wage, Health and Supplemental Benefits requirements were met during the six (6) month period ending on the last day of the month preceding the date of submission of the said statement, together with such other detailed information as the Port Authority may request from time to time regarding Wages, Health and Supplemental Benefits paid or provided by the Contractor or its subcontractor to Employees engaged in providing the Contractor's Services under the Contract. Each certified statement shall, at a minimum, contain the level of detail specified in Exhibit I.

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

J. In the event that an audit of the Contractor's (or subcontractors) books and records or the aforesaid monthly statements submitted by the Contractor (or subcontractor) to the Port Authority should disclose that for any Contract Year, either the Contractor or a subcontractor has not paid at least the Minimum Hourly Wages as set forth above, the Average Hourly Direct Wages, Supplemental Benefits and Health Benefits as set forth in the "Calculation of Average Hourly Rate Form" and accepted by the Port Authority, 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.

K. 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.

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

4. Prevailing Wages

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

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

The provisions of this clause are inserted in this Contract for the benefit of such Mechanics, Electricians, Steam Fitters, Cleaners and as well as for the benefit of the Port Authority; and if the Contractor or any subcontractor shall pay or provide any Mechanic, Electrician, Steam Fitters, Cleaner or less than the rates of wages and supplements above described, such Mechanics, Electricians, Steam Fitters, Cleaners and shall have a direct right of action against the Contractor or such subcontractor for the difference between the wages and supplements actually paid or provided and those to which they are entitled under this clause. If such Mechanics, Electricians, Steam Fitters, Cleaners or are employed by any subcontractor whose subcontract does not contain a provision substantially similar to the provisions of this clause (requiring the payment or provision of a least the above minimum, and providing for a cause of action in the event of the subcontractor's failure to pay or provide such wages and supplements) such Mechanics, Electricians, Steam Fitters, Cleaners and shall have a direct right of action against the Contractor. The Port Authority shall not be a necessary party to any action brought by any Mechanics, Electricians, Steam Fitters, Cleaners or to obtain a money judgment against the Contractor or any subcontractor pursuant to this clause.

Nothing herein contained shall be construed to prevent the Contractor or any subcontractor from paying higher rates or providing higher supplements than the minimum hereinbefore described; and nothing herein contained shall be construed to constitute a representation or guarantee by the Port Authority that the Contractor or

any subcontractor can obtain Mechanics, Electricians, Steam Fitters, Cleaners or for the minimum hereinbefore described.

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

5. Scheduling of Work

The Work Order Systems (WOS) is a method of task assignment, reporting, and control for the performance of certain Work, directly or indirectly, by the Contractor at the Facility. The WOS system includes the recording and reporting of manpower and materials requirements, anticipated and/or used, and all equipment and instruments, special as well as standard, that may be required for the proper performance of any task or assignment. Specific requirements for the reporting of said manpower and material usage will be as specified by the Manager. Beginning with the effective date of this Contract, the Contractor shall establish procedures consistent with the WOS for the acquisition of inventory of materials, the maintenance of equipment used for operation and maintenance at the Facility and for all other things necessary and desirable for or incidental to fulfillment of the Contractor's services hereunder. The WOS shall be used by the Contractor to document and support all work hours involved.

6. Materials, Supplies and Equipment

The Contractor shall furnish subject to reimbursement by the Port Authority, all materials and supplies including, but not limited to filters and lubricants, equipment, temporary barricades, warning signs and other safety precautions, and all other things necessary or proper to incidental to the operation and maintenance hereunder.

All utilities (natural gas, heating fuel oil, domestic water and electricity) are to be furnished by the Port Authority. Materials and lubricants shall be as approved by the Manager. Maintenance shall be deemed to include such removal and replacement of equipment and materials as necessary or desirable to afford access for performance of maintenance.

The Contractor at his expense will provide all small hand tools typically required to fulfill the outlined maintenance requirements.

The risk of loss or damage to any materials, tools and equipment of the Contractor shall be borne by the Contractor.

At the option of the Manager, any materials that are replaced and/or removed during the performance of work hereunder shall remain the property of the Port Authority and shall be delivered to the Manager to a location on the Work site determined by the Manager. Materials not to be retained by the Port Authority shall be disposed of by the Contractor, as directed by the Manager.

The Contractor at his expense will provide all small hand tools typically required to fulfill the outlined maintenance requirements.

Materials, supplies, and equipment required in the operation and maintenance of the Facility under this Contract, as well as various spare parts, supplies, materials and equipment, which may be provided by the Port Authority to the Contractor, shall be stored at secure locations. The Contractor shall maintain a complete, up-to-date inventory of all such spare parts, supplies, materials, equipment, and tools and, upon the Manager's request shall provide a copy of the inventory status and shortages if any, indicating reasons for such shortage.

The Manager shall have the right at all times to monitor the quality and quantity of all supplies, materials, and equipment used by the Contractor. The Manager from time to time establish minimum inventory of supplies, materials, and equipment to be maintained by the Contractor. If at any time the Contractor is using or stocking an insufficient quantity of supplies, materials, and equipment, the Manager may direct the Contractor to correct such deficiency.

All materials, supplies, and equipment used by the Contractor in the performance of services hereunder shall be of such quality as not to cause wear, tear, damage or other deleterious effect to the Facility. If at any time in the opinion of the Manager, improper supplies, materials, tools, and equipment are used by the Contractor in furnishing service hereunder, the Contractor shall, upon notice of the Superintendent, discontinue their use and replace them with approved item.

All equipment used by the Contractor hereunder will be monitored by the Manager, who shall, from time to time, determine its effectiveness. At his discretion, the Manager shall have the right to require the Contractor to discontinue the use of any equipment determined by him to be ineffective and to replace it with properly functioning equipment.

Various spare parts, materials, supplies, and equipment provided by the Port Authority to the Contractor upon commencement of his services hereunder shall be returned to the Port Authority in good condition (normal wear and tear expected) promptly upon the request of the Manager or, in any case, upon termination of this Contract. Except for normal wear and tear, the Contractor assumes the risk of damage to any such spare parts, materials, supplies, tools and equipment from any cause whatsoever between the time they were provided to him by the Port Authority and the time of return thereof to the Port Authority and the Contractor shall reimburse the Port Authority for all costs arising from any such loss or damage.

From time to time, the Manager will consult with the Contractor to determine the types and quantities of all materials, supplies, and equipment to be stored at the Facility. The final decisions as to the types and minimum and maximum quantities of such materials, supplies, tools and equipment to be so stored shall be the Manager's.

The Contractor shall maintain on site all reference materials, information on equipment warranties and guarantees, information furnished to the Contractor by the Port Authority or others, which is pertinent or useful to future maintenance. Such information shall include, but not limited to, operations and maintenance manuals,

catalog cuts, manufacturers maintenance instructions, shop drawings, sketches, and the source for replacement parts or qualified service and technical assistance. All such information shall be used by the Contractor in his operations and shall be the property of the Port Authority, whether or not obtained directly by the Contractor. The Contractor shall maintain all such information in an orderly fashion. If so requested by the Manager, the Contractor shall, reproduce or otherwise duplicate such records, reports, operations and maintenance manuals, catalog cuts, manufacturer's maintenance instructions, shop drawings, sketches, and the source of replacement parts or qualified service and technical assistance as may be requested by the Manager.

The Contractor shall provide cell phones for the Superintendent, Assistant Superintendent, Fire Systems Technician and the Supervisor while on duty, plus two (2) Verizon cell phones for Port Authority staff.

7. Management and Supervision

SUPERINTENDENT

The Contractor shall provide a Superintendent, to be approved by the Manager, whose presence at the Facility is required between the hours of 6:30 a.m. and 3:00 p.m., Monday through Friday, excluding legal holidays, and at any other hours or days, as may be required or approved by the Manager. The Superintendent must be reachable at all times, seven (7) days per week, including holidays.

The Superintendent shall have a minimum of ten (10) years experience in facility and building management services including a working knowledge of aviation procedures, and familiarity with aeronautical operations areas. The Superintendent shall possess a minimum of ten (10) years experience in the management maintenance activities for systems, equipment and components substantially comparable to the systems, equipment and components found at JFK work site, which the Contractor is obligated to maintain under this contract.

The Superintendent shall be responsible for all matters relating to the Contractor's management, administration and coordination of all scopes of services provided for in the Contract. The Superintendent shall be available, at the times specified in this Clause, to the Manager for the purpose of promptly attending to and complying with orders, and directions, whether written or oral, concerning the performance of work.

The Superintendent shall devote his/her time exclusively to his/her responsibilities in connection with the Work to be performed under this Contract. If the Superintendent does not perform in a proper manner and to the satisfaction of the Manager, then, upon written notice from the Manager the Contractor shall remove the Superintendent and replace him/her with a Superintendent satisfactory to the Manager.

SUPERVISOR

Supervisors are required to have a minimum of ten (10) years experience performing maintenance of architectural, mechanical, plumbing and electrical systems comparable to that at the Facility.

The Supervisor is also required to have experience and a working knowledge of aviation procedures as they relate to the aeronautical operations areas including the ability to coordinate and log aircraft movements in and out of the Facility hangars. The Supervisor is also required to be thoroughly aware of and versed in all pertinent and applicable regulatory standardized codes: national, state, local requirements that pertain to inspecting, testing and maintenance for fire protection and life safety systems.

IT/ MAINTENANCE SCHEDULING SUPERVISOR

The IT/Maintenance Scheduling Supervisor shall have the same background requirements as the Supervisor and shall have five (5) years experience working with maintenance management scheduling systems.

- Establish and maintain the maintenance management information system providing hardware and software technical support.
- Interface with software Technology vendor.
- Provide technical and functional training to staff.
- Administer procedures and policies for the classification of maintenance work: to insure integrity of system, and make corrections accordingly.
- Develop Management reports as required.
- Track backlog to ensure that maintenance is performed in a timely manner.
Schedule workload to maximize balance between workforce and workload

The IT/Maintenance Scheduling Supervisor shall ensure that all inspecting, testing, and maintenance of fire protection and life safety systems are implemented via work order system for proper documentation and filing for inspection by the Manager.

Supervisory personnel means only the Superintendent and the Supervisors assigned full time to the Facility and physically located at the Facility with the approval of the Manager. Specifically excluded under this definition are other of the Contractor's management personnel who may be concerned with the administration of this Contract, or the supervision of contract administration, or the supervision of personnel involved in recruitment, bookkeeping or other clerical work related to this Contract, or any other person who may work away from the Facility, either part time or full time.

The Contractor's supervisory staff shall be authorized by the Contractor to receive and put into effect promptly all orders, directions and instructions from the Manager. The workers, in turn, will receive their orders, directions and instructions from the Supervisory staff. Neither the Manager, nor any other Port Authority personnel shall be required to directly supervise workers. However, during emergency situations and in the absence of any of the Contractor's supervisory personnel, workers shall be instructed to receive, and put into effect, instructions directly issued by the Manager.

In the event the workers become unavailable to the facility due to a strike or other reason, the Contractor is responsible to operate the mechanical systems and shall provide the mechanical system maintenance necessary to allow continued operation of the systems.

8. Personnel Requirements

There shall be no personnel changes, moves or modifications to the individuals listed on the seniority list, described in Part II, unless express written approval is received from the Manager.

The Contractor shall furnish competent and adequately trained personnel to perform the Work required herein. The Contractor shall not remove any of its personnel employed at the Facility under this Contract and replace such personnel with others without the prior written approval of the Port Authority.

The Contractor shall submit to the Manager within ten (10) days after notice of Contract award, a list of all workers he proposes to employ under this Contract. The list shall include the following: the name, address, work classification of each worker, all licenses, a brief outline of qualifications and experience and/or past employment history, shift or tour to be worked, and any other data that the Manager may require. Along with such submittal, the Contractor shall submit a certification that each employee is qualified to perform all his anticipated duties under this Contract and meets all the requirements provided for in the Specifications for his work classification. Once the Manager approves the list of workers, no personnel change may be made without his/her approval.

The Contractor shall notify the Manager in writing of any changes in the terms and conditions of any and all wage rates of all the Contractor's personnel employed at the site.

9. Staffing Levels

The Manager shall have the right to determine the total number of staff to be employed by the Contractor under this Agreement. As part of this total, the Port Authority shall establish the number and type of staff to be assigned to operational and/or maintenance activities on each shift, seven (7) days each week, twenty-four (24) hours a day, throughout the year. At any point in time during the term of this Contract, the Port Authority may revise the number and/or type of staff assigned. In the event of emergency within the Airport such as fire, flooding, power failure (the foregoing is by way of example and not limitation), all staff shall render assistance as requested even though such assistance may not be related to their specific duties. In the event of emergencies whether or not related to their specific duties, the Contractor's staff shall contact the Manager immediately.

10. Staffing Requirements

No employee of the Contractor or any subcontractor performing services hereunder shall be permitted to work more than eight (8) hours per day unless an employee or employees are unavailable to perform required services and the Contractor has obtained the Manager's prior approval to assign additional work time to a particular

employee. If both such conditions are met and additional work time is assigned by the Contractor, the Contractor shall schedule the work so as to ensure that no employee works more than sixteen (16) hours per day and no employee resumes Work less than eight (8) hours following extended hours or shifts.

Despite the foregoing limitation on work hours, in the event that the Manager determines that an emergency exists at the Work site so as to require the utilization of all available employees of the Contractor and any subcontractor beyond the hours permitted herein, the Manager may require the Contractor to keep such employees at the site to assist him for such time as the emergency is in effect. Work performed by such employees at the Work site during an emergency shall be “Extra Work” as defined in the clause of the Form of Contract entitled “Extra Work and Compensation for Extra Work” and shall be subject to all provisions of such clause, including those relating to compensation.

The following classifications of labor and their respective hours are anticipated for the performance of work at the work site. The below staffing levels may be changed at any time at the Manager’s request.

SHIFT SCHEDULE

	SUN	MON	TUES	WED	THUR	FRI	SAT
Squad #1	A	A	A	A	OFF	OFF	A
Squad #2	B	B	B	B	B	OFF	OFF
Squad #3	OFF	OFF	C	C	C	C	C
Squad #4	C	C	OFF	OFF	A	A	B
Squad #5	OFF	MTC	MTC	MTC	MTC	B	OFF
Squad #6	OFF	MTC	MTC	MTC	MTC	MTC	OFF

Shift schedule hours are as follows:

- “A” Shift = 10:30 p.m. through 6:30 a.m. (8 hrs. with paid lunch break)
- “B” Shift = 6:30 a.m. through 2:30 p.m. (8 hrs. with paid lunch break)
- “C “ Shift = 2:30 p.m. through 10:30 p.m. (8hrs. with paid lunch break)
- “MTC” Shift = 6:30 a.m. through 3:00 p.m. (8 hrs. with ½ hr. unpaid lunch break)

Staffing must be provided as follows:

- i. Squads # 1, 2, 3, 4 and 5 must consist of one: (1) Supervisor, two (2) Maintenance Mechanics.
- ii. Squad # 6 must consist of one: (1) Superintendent, one (1) Assistant Superintendent, one (1) IT/Maintenance Scheduling Supervisor, one (1)

Regulatory Code Compliance Supervisor, fifteen (15) Maintenance Mechanics, two (2) Electricians, four (4) Fire System Technicians, one (1) Cleaner, two (2) Clerks.

One member of the Contractor's staff shall have a valid license to handle chlorofluorocarbon (CFC) and refrigerants. The following general descriptions of each worker classified are intended to outline the duties of each such classification. They are not intended to fully describe all duties to be performed by workers of each classification.

SUPERINTENDENT

The Superintendent shall be able to communicate effectively in writing and orally, as well as have solutions to problems and make clear and succinct recommendations. He/she shall also command the Contractor's personnel to ensure productive results. He/she shall perform the following functions:

- Be familiar with all Contract requirements and ensure that they are properly performed.
- Be responsible for the performance of qualified and reliable staff for all scopes of services.
- Evaluate all equipment and systems operationally and to provide the Manager with a list of deficient items and recommendations for improvements for improvements/repairs.
- Maintain an effective energy conservation program.
- Carry out policies and procedures concerned with safety and work methods.
- Ensure that Contractor's personnel conform to all applicable laws, ordinances, codes, and regulations.
- Establish a program for the acquisition, storage and serviceability of all operating materials, tools and equipment.
- Maintain a high quality of service at minimum cost when subcontracting work which cannot be performed by Contractor's personnel.
- Maintain the work order system for the control and assignment of all routine and non-routine maintenance. This system is to include the work performed, where performed, personnel assigned and time and materials estimates.
- Ensure that work responsibilities are allocated properly among the Contractor's personnel by developing and implementing manpower schedules, and work methods and procedures designed to obtain low cost and efficient operations.
- Establish performance standards for each phase of work and for adherence to standard policies and quality levels.
- Regularly and systematically analyze the performance effectiveness of the scope of services and to initiative corrective action when necessary.
- Perform periodic preventive maintenance and safety inspections.
- Implement all requests from the Manager for maintenance of the systems, equipment and components included in this Contract
- Supervise the Contractor's personnel at the Facility and coordinate the response of the Contractor's personnel to ensure the prompt and efficient performance of repairs and services required under this Contract.

- Coordinate the activities of Contractor's personnel inspecting, maintaining or repairing the systems, equipment and components at the Facility.
- Coordinate with the Manager the monitoring of the performance of said service Contractor's personnel and procures, record and file such evidence of the inspection, maintenance and repair of such systems, equipment and components at the Facility.
- Administer and coordinate all matters relating to the scopes of services performed under this Contract.
- Handle any and all problems that might arise in the performance of the scopes of services.

MAINTENANCE MECHANIC

The Maintenance Mechanic shall have a minimum of three (3) years of experience in the operation and maintenance of utility systems including high/low pressure boilers and related equipment. The Maintenance Mechanic shall be a high school graduate or possess a recognized high school equivalency certificate and have a valid driver's license.

Additionally, the maintenance mechanic must possess experience in the general structural maintenance field including the maintenance of:

- Doors and door hardware
- General carpentry
- Painted and tiled wall surfaces
- Roofing, weatherproofing
- Other architectural furnishings
- Lighting systems components
- Plumbing

Under the general supervision of the Superintendent and/or working supervision, the maintenance mechanic shall perform a variety of duties in the operation, maintenance, repair and alteration of utility systems and related auxiliary equipment. Duties may include, but are not limited to the operation, maintenance, repair and alterations of may involve air conditioning and ventilation systems, pneumatic and electrical systems comparable to those at the Facility.

ELECTRICIAN

Under the general supervision of the Superintendent, the Electrician shall perform a variety of duties in maintaining, troubleshooting, repairing and installation/alterations of electrical systems.

The Electrician shall have a minimum of five (5) years of experience in maintaining, troubleshooting, repairing, installing and altering electrical systems. The Electrician shall be completely familiar with the basic principles and theory of electricity, trade practices, applicable electrical codes and safety precautions of the electrical trade.

The Electrician shall be a high school graduate or possess a recognized high school equivalency certificate, have a valid driver's license, and shall not be colorblind.

The Electrician shall perform the following functions:

- Maintain and repair a variety of electrical equipment such as transformers, light and power systems, motors and motor starters, relays, switches, oil and air circuit breakers, solenoid valves, batteries and battery charging equipment, security and fire alarm systems, street/parking lot lighting, fans, HVAC and boiler control systems.
- Inspect, check and troubleshoot defects in equipment.
- Install conduit, cable, wiring and electrical equipment and fixtures in the alteration or extension of existing electrical systems.
- Run extensions of overhead and underground distribution systems, splices cable, install motors, relays, protective devices, light fixtures and similar components of electrical systems.
- Estimate materials and tools necessary for job.
- Make emergency repairs to electrical systems, fire alarms, HVAC systems, etc.
- May perform other comparable related electrical work as required.

FIRE SYSTEM TECHNICIAN

Under the general supervision of the Superintendent, or Supervisor, the Fire System Technician will perform a variety of duties in maintaining, repairing and testing steam, sprinkler, fire protection and plumbing systems.

The Fire System Technician must have a minimum of three (3) years of experience in maintaining, repairing and testing of all types of fire protection systems. The Fire System Technician must be completely familiar with the principles, trade practices, safety precautions, municipal plumbing and heating codes affecting fire prevention.

Additional Requirements and Duties:

- Must be a high school graduate or possess a recognized high school equivalency certificate.
- Must have a valid driver's license.
- Installs, inspects, repairs and maintains high and low pressure steam lines, valve meters, traps, fittings and equipment.
- Installs and maintains radiators, heating units, oil/gas burners, boilers and steam consuming equipment.
- Overhaul pumps or air compressors and repairs and installs pressure reducing valves.
- Inspects, test and maintains all types of wet and dry sprinkler, standpipe or other type of fire protection systems.
- Tests and adjust control valves or gauges and associated equipment.
- Handles routine trouble notices, inspects and makes necessary repairs.
- Estimates and lists materials and tools necessary for job.
- Performs comparable plumbing repairs and maintenance work.
- May be required to use cutting and welding equipment.

- Performs other comparable related Steam and Sprinkler Fitting work as required.
- Fill out all testing forms as required.

CLEANER

The Cleaner shall have a valid driver's license, be able to understand and follow oral instructions, be knowledgeable and able to operate a variety of housekeeping and groundskeeping machines such as scrubbers, buffers and other powered gardening equipment, and be physically able to perform lifting and pushing tasks as required.

CLERK

Under the general supervision of the Superintendent, the Clerk shall perform work for the Contractor's staff at the Facility, which is necessary to ensure that proper maintenance is provided, that personnel assignments are properly reported, and that attendance of personnel is ensured. No work shall be performed by this Clerk relating to general administration of this Contract such as recruitment, hiring of new personnel or the preparation of payroll and related records whether required for the Contractor's use or the Port Authority's use. The cost of clerical personnel employed by the Contractor off the Facility, regardless of whether such personnel performs work related to this Agreement part time or full time, is not a reimbursable Contractor's expense.

The Clerk shall perform responsible and varied clerical and typing duties including:

- Prepare and maintain locally kept records, including the preparation of work schedules and accompanying work orders.
- Setup and maintain records relating to the maintenance and repair of machinery, equipment, systems and components covered by this Contract.
- Prepare any/all Port Authority required reports related to the consumption of utilities including oil, gas, water and electricity.
- Participate in the implementation of a Port Authority required maintenance program including the establishment of a comprehensive directory of maintenance procedures.
- Maintain all reference materials including operation and maintenance manuals, catalogs, etc.
- Prepare and maintain material, equipment and parts replacement purchase orders.
- Answer the telephone, take and relay messages.

11. Employee Uniforms and Appearance

The Contractor shall provide for his personnel all necessary distinctive uniforms and identification badges or woven identification insignia of a type and style which shall be subject to the prior and continuing approval of the Manager. The Contractor's personnel shall wear these uniforms and identification badges or insignia at all times while performing the operations hereunder. The Contractor agrees that his employees will present a neat, clean and orderly appearance at all times, that his employees will make a minimum of two changes of uniforms per week and that he shall supply his employees with sufficient uniforms to comply with said requirements. The Contractor shall also provide for his staff all necessary safety equipment including but

not limited to the following: ANSI safety shoes, hard hats, hearing and vision protection. Safety shoes must be worn at all times and all other safety items must be used as the work being performed dictates.

12. Breakdown, Malfunction or Damage

The Contractor shall assist the Manager in compiling a comprehensive directory of maintenance procedures, to be entitled "Preventive Maintenance Procedures" (PMPs). The Manager may request the Contractor to revise or supplement such directory.

The Contractor shall set up and maintain maintenance records to record all data relating to the maintenance of the machinery, equipment, systems and components covered by this Contract. Such record keeping shall include, but shall not be limited to the recordings of the employees who perform particular services as well as the entity employing them, e.g., the Contractor or a particular subcontractor, and the updating of all existing data elements or creation of additional data elements forming part of the maintenance records.

The Contractor shall prepare and submit reports as directed by the Manager stating the condition of all machinery, systems, sub-systems, items of equipment and components with any recommendations for corrective actions to improve the reliability, decrease maintenance and operating cost, or improve energy conservation. At all times the Contractor shall make available any and all information which the Port Authority may request regarding the maintenance, condition, operation or recommendations for repair of all such machinery, equipment, systems and components or equipment included within the specifications of this Contract. Such information shall include, but shall not be limited to, reports of all previous maintenance labor and cost expenditures.

13. Contractor's Vehicles and Equipment

The Contractor shall furnish and maintain, for exclusive use by the Contractor's personnel at the Facility, twenty-four (24) hours per day, a minimum of:

- eight (8) GMC Sierra1500 (or approved equal) crew cab 4x4 pick-up trucks with 2" towing hitch
- one (1) cargo van GMC Savana Cargo Van, rear wheel 1500 135" or (or approved equal)
- one (1) GMC Savana passenger van 1500 RWD LT (or approved equal)
- two (2) GMC Sierra 1500 (or approved equal) full size pick-up trucks, consisting of a cab and chassis with utility body, keyed alike, side lockable compartments and power lift gate with capability to connect a snow plow and salt spreader
- two (2) Ford Escape hybrid sport utility vehicles(or approved equal)
- one (1) scissor lift, nineteen (19) feet platform height JLG Model ES series (or approved equal)
- one (1) scissor lift, thirty-seven (37) feet platform height Skyjack Model SJ8831 RT (or approved equal)
- one (1) articulating boom man lift one-hundred thirty five (135) feet platform height Self Propelled Articulating Boom Model ZX-135/70 (or approved equal)

- one (1) towable trailer, road ready to transport (135') articulating boom man lift

All vehicles and equipment at the start of the contract must be no more than a maximum of two (2) years old with all documentation showing that vehicles were maintained according to manufacturer's specifications and all vehicles must be continually maintained to manufacturer's specifications during the term of this contract. The exterior appearance of all vehicles must be like new condition and if any damage was to occur it must be repaired in a timely fashion. The color, style and identification of such vehicle shall be subject to the prior and continual approval of the Manager. All costs related to the vehicles, including, but not limited to fuel, oil, maintenance, and any liability insurance shall be borne by the Contractor. Parking of such vehicles and for the Contractor's and subcontractor's personnel assigned to perform Work under the Contract will be available at the Facility.

14. Space Provided the Contractor

The Manager will make office, locker room and storage areas available to the Contractor for his use during the term of the Contract solely in connection with his performance of services under the Contract.

Areas made available to the Contractor may be changed by the Manager at his discretion but with reasonable notice to the Contractor. The Port Authority shall, arrange for such relocation, if required, at no cost to the Contractor, and provide utilities for all such areas made available to the Contractor.

Upon expiration or termination of this Contract or upon the relocation and/or change in size of areas provided to the Contractor by the Manager pursuant to this Contract, the Contractor shall promptly vacate the area, leaving such area in the condition that existed as of the commencement of this Contract, reasonable wear and tear accepted.

The Manager will provide to the Contractor sufficient keys and/provide access to any secured area of the Facility to which the Contractor's access is necessary for performance of Work under the Contract. All such keys shall nevertheless remain the property of the Port Authority. The Contractor shall maintain an up to date record indicating to whom all such keys and/or cards have been issued, and shall periodically inventory all such items and immediately notify the Manager orally and in writing of any lost or missing keys or cards. If a key is lost the Contractor's compensation will be reduced by fifty dollars (\$50.00) per key, and if a lock is broken by the Contractor, the Contractor's compensation shall be reduced by two hundred fifty dollars (\$250) per door lock.

15. Custodial Services

The Cleaner shall perform a variety of duties in the housekeeping/grounds keeping areas. Assigned tasks shall be accomplished either independently or in the company of other higher-level personnel as directed by supervision. Typical duties include, but are not limited to the following:

- Sweeping, mopping, cleaning of office areas and restroom facilities or other areas as assigned.
- Emptying trash receptacles, window washing, grass cutting and snow removal as required.
- May be required to use and operate a variety of housekeeping, cleaning machines such as: powered scrubbing/buffing/vacuum machines.
- May be required to move light office furnishings and supplies.
- Perform other related unskilled housekeeping and/or grounds keeping duties.

16. Operation and Maintenance Services of HVAC, Boilers, and Ancillaries

The Contractor shall furnish and supply all labor, supervision, administration, tools, materials and equipment (except as may be provided otherwise herein), necessary, proper, or desirable for the efficient operation and maintenance of the heating, ventilation and air conditioning systems, and their ancillaries.

The Contractor shall perform the following functions, procedures, tests, inspections and duties and operations at least three (3) times during each eight (8) hour tour of shift, except as noted by the Manager:

- a) Inspect all operations in mechanical and electrical rooms, and other areas as may be directed by the Manager.
- b) Record operating parameter conditions for the following equipment items at a minimum: boilers, compressed air system, domestic hot water system, heating hot water system, fire protection systems and plumbing systems.
- c) Spot relamp all machine rooms as necessary.
- d) Check all circulating pumps, heating and domestic hot water systems for proper operation and leaks.
- e) Inspect all water valves including domestic, heating, and fire protection valves for leakage and adjust as necessary.
- f) Check and record all pressure drops across all air filters and change filters as required.
- g) Inspect and record operating parameters for the Facility compressed air system
- h) Perform operating maintenance as directed and request non-routine maintenance for unusual conditions.
- i) Perform general housekeeping of boiler room, mechanical equipment rooms, electrical rooms and other equipment and storage areas as may be directed by the Manager.
- j) Sample boiler water, analyze and record chemical properties, adjust chemical properties of boiler water as may be determined to be necessary by the service contractor which the Authority anticipates it may retain to perform boiler water treatment.
- k) Inspect the operation of all air handlers, ventilation and exhaust fans units and cabinets heaters, air curtains, unitary air conditioners; observe and record bearing noise, vibration, water or lubricant leaks or other unusual conditions and request necessary repair maintenance as necessary.

- l) Inspect the condition of all plumbing fixtures and devices and record any deficiencies, including leaks, drainage obstructions or other unusual conditions and request corrective maintenance measures.
- m) Inspect the condition of oil storage tanks for unusual conditions and leaks and takes soundings as directed by the Manager.
- n) Observe pressures and temperatures of all operating systems and equipment.
- o) Check boiler auxiliary equipment and associated piping for leaks, vibration, operating levels, pressure and temperatures and the proper operation of safety devices. Blow down air receivers and air coolers.
- p) Observe Facility compressed air system oil pressures and oil levels and system piping for leaks and other defects.
- q) Operate the Facility lightning systems to provide required illumination and conserve electricity during non business hours.

The Contractor shall perform the following functions and such other related procedures, tests, inspections and duties as may be required for the proper operation of the heating, ventilation and air conditioning system:

- a) Operate, maintain, and repair both high and low pressure hot water and steam heating plants, ancillary equipment, and Facility heating and cooling plant chemical water treatment systems.
- b) Operate and maintain all heating, ventilating and air conditioning systems, sub-systems, components, associated pumps and all ancillary equipment, including, but not limited to: heating and ventilating fan units, cabinet and unit heaters, expansion joints, piping supports, temperature, pressure and flow indicating devices, all air vent, gate, globe, check and solenoid valves, all rigid and flexible ductwork, intake and exhaust air grilles and louvers and birdscreens, motorized, manual, fire and gravity dampers, all axial, centrifugal and propeller fans and inertial and vibration isolation equipment and structural support connections for all HVAC systems and equipment.
- c) Adhere to operating requirements specified and such additional operating requirements as may be directed by the Manager during the term of this Contract to meet current New York State requirements or as may be desired by the Manager to assure the continued availability of the heating plant, extend its useful life and comply with the recommendation of the Manufacturer.
- d) Check and record all refrigeration and packaged air conditioning machinery meters and gauge readings and make necessary adjustments, as directed by the Manager. Maintain a refrigeration log and have licensed chlorofluorocarbon (CFC) staff member handle refrigerants.
- e) Be available to respond and correct HVAC complaints generated by tenants and/or the Port Authority.
- f) Spot relamp, mechanical and electrical rooms and offices as necessary.
- g) Check all pumps for proper operation, adjust packing glands, and rebuild pumps as required.
- h) Note and correct any unusual item; notify the Manager, as required.
- i) In the absence of a full service contract for the complete service of the facility heating plant, establish and implement a comprehensive water treatment

program for the mechanical systems and furnish the labor, materials, supplies and equipment, supervision and administration necessary and proper for the satisfactory performance and said program to include, but not limited to, the functions specified below.

- i. The Contractor shall have available the technical service of a qualified water treatment subcontractor approved by the Manager, such water treatment subcontractor being retained for the purpose of reviewing the Contractor's water treatment program and providing periodic reports not less than every three (3) months on said program along with any recommendations for revisions to the Contractor's procedures.
- ii. The Contractor shall take water samples on a periodic basis, at least weekly, for the inlet water of the boilers and for the closed water systems at not more than every two (2) days and furnish the Manager on a periodic basis not less than once each month, a written report of his findings and recommendations, highlighting any unusual determinations.
- iii. The Manager will provide the Contractor with a copy of ASME CSCD-1 code for recommended checking of boiler safeties which must be followed.
- iv. The Contractor shall furnish and supply all labor, supervision, administration, tools, materials, and equipment, except as may be provided otherwise herein, necessary, proper or desirable for the efficient operation and maintenance of the Automatic Temperature Control System.

The Contractor shall furnish and supply all labor supervision, administration, tools, equipment, and materials, except as may be provided otherwise herein, necessary or proper for the testing, operation and maintenance of fire protection and sprinkler systems.

The Contractor shall perform the following functions as may be required for the proper operation of the fire protection and sprinkler systems.

- a) Test, operate and maintain the complete fire standpipe, form and sprinkler systems for all buildings and hangars.
- b) Check and maintain fire extinguishers for all buildings and hangars.

17. Operation and Maintenance Services of the Plumbing Systems

The Contractor shall furnish and supply all labor, supervision, administration, tools, equipment, and materials, except as may be provided otherwise herein, necessary or proper for the operation and maintenance of the plumbing systems.

The Contractor shall perform the following functions procedures, tests, inspections and duties as may be required for the proper operation of the plumbing system.

Operate and maintain all plumbing systems and ancillary equipment, including:

- a) Sanitary drainage and venting systems, including all sewage ejectors and sump pump assemblies and pits.
- b) Storm drainage systems, which convey storm water from roof drains, area and trench drains, terrace drains, various sumps, plenum drains, oil interceptors for the drainage system and all related pumping equipment.
- c) Domestic cold water distribution systems with connections to all fixtures and equipment requiring cold water and including water service connections, house pumps and water heaters, and plumbing fixtures.
- d) Domestic hot water distribution systems with connections to all fixtures and equipment requiring hot water, including water heaters, exhaust ducting and breaching, etc, various domestic hot water recirculation systems, complete with hot water circulating pumps, balancing rigs, etc.
- e) Waste oil and lubricant storage tanks, related pumping equipment, collection pits, grating, strainers, valves, gauges, piping and hose connections and miscellaneous equipment.
- f) Complete gas distribution system from the facility gas meter, including the connections to all gas fixtures and equipment, gas service connections, gas metering equipment and boiler accessories.

18. Operation and Maintenance Services of Electrical Systems

The Contractor shall furnish and supply all labor, supervision, administration, tools, equipment and materials except as may be provided otherwise herein, necessary or proper for the operation and maintenance of the electrical system.

The Contractor shall perform the following functions, procedures, tests, inspections and duties as may be required for the proper operation of the electrical systems:

- a) Operate and maintain the Facility electrical power distribution system, including main electrical service components, items of equipment and sub-systems.
- b) Spot relamp, reballast or perform emergency lighting repairs as directed by the Manager.
- c) Maintain, repair or replace all electric motors and controllers for the following: heating, ventilating and air conditioning systems, fire pumps, domestic water pumps, mechanical systems, miscellaneous motors.
- d) Maintain, repair or replace all duct reheat and controls.
- e) Maintain, repair or replace miscellaneous systems, including but not limited to illuminated signs and directories, column mounted interior and exterior signs, lighting protectors and all miscellaneous electrical systems.

The Contractor shall not be required to maintain the Facility's high-tension systems located in the Facility Substation, which will be maintained by the Port Authority. Such equipment includes all high voltage switchgear, transformers, and buss.

19. Operation and Maintenance Services: General Utility Maintenance

The Contractor shall furnish and supply all labor, supervision, materials, tools and equipment, except as may be provided otherwise herein, necessary or proper for general utility maintenance and repair at the Facility.

The Contractor shall perform the following functions, procedures, tests and duties as may be required for the proper functioning of Facility:

- a) Repair and/or replace defective door hardware, including but not limited to door hinges and closers.
- b) Remove and replace defective (as determined by the Manager) ceramic and resilient flooring materials, including vinyl quarry and mosaic tile. All carpet tile repairs and broadloom repairs of a “minor” nature, determined by the Manager, shall be made by the Contractor.
- c) Repair and maintain all miscellaneous metals, including handrails, stairways, protective guards, shower benches and wood trim.
- d) Refinish interior surfaces, and repaint mechanical and electrical equipment, piping, and surfaces, all as required.
- e) Repair and maintain all covered, painted and tiled wall surfaces.
- f) Repair and/or replace acoustical ceiling materials, including ceiling tiles, grid work and hangers.
- g) Repair and/or refinish all aluminum surfaces, soffits, covers and trim.
- h) Erection of barriers or otherwise securing of areas of the site or within any of the buildings or structures on the site as required to ensure the safety of the Contractor’s employees, the Port Authority’s employees, agents, consultants or others at the site.
- i) Assist Port Authority employees, agents, consultants or others engaged in maintenance or engineering activities at the site.
- j) Set up holiday and special event displays, signs and posters furnished by the Port Authority, as directed by the Manager.
- k) Repair damaged roadways, roadway barricades, and parking pavement and markings as directed. Repair of Facility roadways, traffic control devices, roadway signs and stripping shall be as directed by the Manager.
- l) Perform plumbing repairs as directed by the Superintendent, including repairs required in all restrooms and toilet areas.
- m) Maintain current chart showing the location of all electrical switches and circuit breakers and plumbing shutoff valves.
- n) Remove snow and/or ice from Facility access areas so that utilities can be checked.
- o) Maintain and repair the dispensers for toilet tissue and sanitary napkins as well as the disposals for sanitary napkins.
- p) Log utilities meter readings once a month.
- q) Repair miscellaneous concrete items such as sidewalks, concrete decks, columns, etc., due to deterioration, as required.
- r) Maintain and repair masonry, including brick, concrete block and granite block.
- s) Maintain and repair all miscellaneous and ornamental metal items, including architectural expansion joints covers, chain link fences, steel ladders, deck drains, aluminum louvers, grilles and panels, guard rails, corner guards, crash barriers, fascias, soffits, and skirt panels.
- t) Maintain and repair doors including hollow metal doors, glass entrance doors, aluminum doors, rolling wire mesh and aluminum doll-up and hangar doors.

- u) Maintain and repair all stairways, including masonry stair treads, risers and landings.
- v) Maintain and repair all roof drains, expansion joints, gutters, down spouts and skylights.
- w) Maintain and repair all roofing, waterproofing and weatherproofing items, including weather-stripping.
- x) Such other general maintenance duties as may be directed by the Manager.

The Contractor shall furnish all labor and supervision to coordinate the use of hangars which are operated and maintained by the Contractor. Services will be included but not limited to the following:

- a) Coordinate with Port Authority staff or airline personnel with their use of hangars which are operated and maintained by this Contract.
- b) Coordinate with Port Authority staff or airline personnel with opening or closing of hangar doors.
- c) Maintain a log of aircraft use of hangars or ramps.
- d) Check area when aircraft leave site to insure that area was left in the same condition as when the aircraft first entered.

20. Contractor's Responsibilities for Anticipated Service Contracts

In order to assure the effective and efficient operation, maintenance, inspection and repair of the Facility's building equipment, systems, subsystems, and components, the Port Authority may enter into various contracts for the performance of inspections, maintenance and repairs with service contractors.

The Manager may direct the Contractor to assist in procuring the service of such service contractors. The Contractor shall document the service contractor's performance and the maintenance of all information, e.g.; correspondence, logs, fuel/energy consumption reports, etc., relating to such contract.

In the event of a breakdown and/or necessary repair having to be made at one of the buildings or hangars which are not included in the scope of Work, the Contractor may be required to contact a designated Supervisor to render such work. Should this take place, the Contractor shall be responsible for overseeing/administration the work being performed by service contractor. In addition to ascertaining that services are being rendered by other contractors, the Contractor will keep a log of all such services having been rendered, e.g., boiler control calibration, water treatment and conditioning, snow removal, fire extinguisher equipment, hybrid fire alarm and fire fighting systems and other such related mechanical and structural systems.

21. Directed Subcontractors

If certain work ordered by the Manager in writing, whether required by this Contract (i.e., at the time of acceptance of the Contractor's bid) or additional thereto, cannot be performed by the Contractor, then in such event such work shall be performed by a subcontractor. The Contractor shall solicit proposals for such work and must demonstrate to the satisfaction of the Manager that at least three (3) bids from qualified subcontractors have been obtained. In the event that the Contractor is unable to obtain three (3) bids the Contractor shall so notify the Manager and shall

demonstrate to the satisfaction of the Manager that three (3) bids are not obtainable. No proposals for such work shall be solicited and no such work shall be performed except pursuant to written orders from the Manager expressly and unmistakably indicating his/her intention to have the work described therein performed by a subcontractor, and approving the subcontract and the compensation to be paid to such subcontractor.

Compensation for the work required by this clause shall be the cost to the Contractor as approved by the Manager plus the Contractor's markup as inserted on the Pricing Sheets.

22. Response to Emergency Conditions

The Contractor's employees shall respond immediately to all emergency conditions at the Work site in such a manner as to reduce or eliminate any and all injury, loss of life and damage or loss of property. To that end, the Contractor's employees shall exercise prudent judgment with regard to the operation and maintenance of the work site during emergency conditions and shall make timely notification to the Port Authority's management and operating personnel to expedite the resolution of such emergency conditions. The Contractor shall immediately comply with any directive issued by the Manager to resolve the emergency.

If directed by the Manager to perform Extra Work in the case of an emergency, as determined by the Manager, the Contractor shall respond as soon as possible, but in any event, not more than two (2) hours following his receipt of the Manager's oral order to perform Extra Work.

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STANDARD CONTRACT TERMS AND CONDITIONS

PART I GENERAL DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART II GENERAL PROVISIONS

1. Facility Rules and Regulations of The Port Authority

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

2. Contractor Not An Agent

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

times an independent Contractor and the officers, agents and employees of the Contractor shall not be or be deemed to be agents, servants or employees of the Port Authority.

3. Contractor's Warranties

The Contractor represents and warrants:

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

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

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

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

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

4. Personal Non-Liability

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

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

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

6. Rights and Remedies of the Port Authority

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

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

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

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

7. Rights and Remedies of the Contractor

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

8. Submission To Jurisdiction

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

The Contractor agrees that the service of process on the Contractor in relation to such jurisdiction may be made, at the option of the Port Authority, either by registered or certified mail addressed to it at the address

of the Contractor indicated on the signature sheet, or by actual personal delivery to the Contractor, if the Contractor is an individual, to any partner if the Contractor be a partnership or to any officer, director or managing or general agent if the Contractor be a corporation.

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

9. Harmony

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

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

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

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

10. Claims of Third Persons

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

lawfully made against them.

11. No Third Party Rights

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

12. Provisions of Law Deemed Inserted

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

13. Costs Assumed By The Contractor

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

14. Default, Revocation or Suspension of Contract

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

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

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

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

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

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

its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any State thereof; or

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

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

c. If any of the following shall occur:

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

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

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

e. No payment by the Port Authority of any monies to the Contractor for any period or periods after

default of any of the terms, covenants or conditions hereof to be performed, kept and observed by the Contractor and no act or thing done or omitted to be done by the Port Authority shall be deemed to be a waiver of the right of the Port Authority to terminate this Contract or of any other right or remedies to which the Port Authority may be entitled because of any breach thereof. No waiver by the Port Authority of any default on the part of the Contractor in the performance of any of the terms, covenants and conditions hereof to be performed, kept or observed by the Contractor shall be or be construed to be a waiver by the Port Authority of any other subsequent default in the performance of any of the said terms, covenants and conditions.

- f. In addition to all other rights of revocation or termination hereunder and notwithstanding any other provision of this Contract the Port Authority may terminate this Contract and the rights of the Contractor hereunder without cause at any time upon five (5) days written notice to the Contractor and in such event this Contract shall cease and expire on the date set forth in the notice of termination as fully and completely as though such dates were the original expiration date hereof and if such effective date of termination is other than the last day of the month, the amount of the compensation due to the Contractor from the Port Authority shall be prorated when applicable on a daily basis. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions already performed but no allowance shall be made for anticipated profits.
- g. Any right of termination contained in this paragraph, shall be in addition to and not in lieu of any and all rights and remedies that the Port Authority shall have at law or in equity consequent upon the Contractor's breach of this Contract and shall be without prejudice to any and all such other rights and remedies. It is hereby specifically agreed and understood that the exercise by the Port Authority of any right of termination set forth in this paragraph shall not be or be deemed to be an exercise by the Port Authority of an election of remedies so as to preclude the Port Authority from any right to money damages it may have for the period prior to the effective date of termination to the original expiration date of the Contract, and this provision shall be deemed to survive the termination of this Contract as aforesaid.
- h. If (1) the Contractor fails to perform any of its obligations under this Contract or any other agreement between the Port Authority and the Contractor (including its obligation to the Port Authority to pay any claim lawfully made against it by any supplier, subcontractor or worker or other person which arises out of or in connection with the performance of this Contract or any other agreement with the Port Authority) or (2) any claim (just or unjust) which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor is made against the Port Authority or (3) any subcontractor under this Contract or any other agreement between the Port Authority and the Contractor fails to pay any claims lawfully made against it by any supplier, subcontractor, worker or other third person which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor or if in the opinion of the Port Authority any of the aforesaid contingencies is likely to arise, then the Port Authority shall have the right, in its discretion, to withhold out of any payment (final or otherwise) such sums as the Port Authority may deem ample to protect it against delay or loss or to assure the payment of just claims of third persons, and to apply such sums in such manner as the Port Authority may deem proper to secure such protection or satisfy such claims. All sums so applied shall be deducted from the Contractor's compensation. Omission by the Port Authority to withhold out of any payment, final or otherwise, a sum for any of the above contingencies, even though such contingency has occurred at the time of such payment, shall not be deemed to indicate that the Port Authority does not intend to exercise its right with respect to such contingency. Neither the above provisions for rights of the Port Authority to withhold and apply monies nor any exercise or attempted exercise of, or omission to exercise, such rights by the Port Authority shall create any obligation of any kind to such supplier, subcontractors, worker or other third persons. If, however, the payment of any amount due the Contractor shall be improperly delayed, the Port Authority shall pay the Contractor interest thereon at the rate of 6% per annum for the period of the

delay, it being agreed that such interest shall be in lieu of and in liquidation of any damages to the Contractor because of such delay.

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

15. Sales or Compensating Use Taxes

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

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

16. No Estoppel or Waiver

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

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

17. Records and Reports

The Contractor shall set up, keep and maintain (and shall cause its subcontractors to set up, keep and maintain) in accordance with generally accepted accounting practice during the term of this Agreement and

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

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

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

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

18. General Obligations

- a. Except where expressly required or permitted herein to be oral, all notices, requests, consents and approvals required to be given to or by either party shall be in writing and all such notices, requests, consents and approvals shall be personally delivered to the other party during regular business hours or forwarded to such party by United States certified mail, return receipt requested, addressed to the other party at its address hereinbefore or hereafter provided. Until further notice the Contractor hereby designates the address shown on the bottom of the Contractors Signature Sheet as their address to which such notices, requests, consents, or approvals may be forwarded. All notices, requests, consents, or approvals of the Contractor shall be forwarded to the Manager at the Facility.
- b. The Contractor shall comply with the provisions of all present and future federal, state and municipal laws, rules, regulations, requirements, ordinances, orders and directions which pertain to its operations

under this Contract and which affect the Contract or the performance thereof and those engaged therein as if the said Contract were being performed for a private corporation, except where stricter requirements are contained in the Contract in which case the Contract shall control. The Contractor shall procure for itself all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Contractor's operations hereunder which may be necessary for the Contractor's operations. The Contractor's obligation to comply with governmental requirements are not to be construed as a submission by the Port Authority to the application to itself of such requirements.

- c. The Contractor shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed on its property or operations hereunder or income therefrom, and shall make all applications, reports and returns required in connection therewith.
- d. The Contractor shall, in conducting its operations hereunder, take all necessary precautions to protect the general environment and to prevent environmental pollution, contamination, damage to property and personal injury. In the event the Contractor encounters material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or any other hazardous material, in conducting its operations hereunder, the Contractor shall immediately stop Work in the area affected and report the condition in writing to the Manager. Work in the affected area shall not thereafter be resumed by the Contractor except upon the issuance of a written order to that effect from the Manager.
- e. The Contractor shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, standard orders and directions of the American Insurance Association, the Insurance Services Office, National Fire Protection Association, and any other body or organization exercising similar functions which may pertain or apply to the Contractor's operations hereunder.

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

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

aid service in case of accidents to its personnel who may be injured in the furnishing of service hereunder. The Contractor shall maintain standing arrangements for the removal and hospital treatment of any of its personnel who may be injured.

19. Assignments and Subcontracting

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

20. Indemnification and Risks Assumed By The Contractor

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

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

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

equipment), materials and possessions of the Contractor's agents, employees, materialmen and others performing work hereunder.

- d. The risk of claims for injuries, damage or loss of any kind just or unjust of third persons arising or alleged to arise out of the performance of work hereunder, whether such claims are made against the Contractor or the Port Authority.

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

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

21. Approval of Methods

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

22. Safety and Cleanliness

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

23. Accident Reports

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

24. Trash Removal

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

25. Lost and Found Property

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

26. Property of the Contractor

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

27. Modification of Contract

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

28. Invalid Clauses

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

29. Approval of Materials, Supplies and Equipment

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

At anytime during the Solicitation, pre-performance or performance periods, the Contractor may propose the use of an alternate product or products to those on the Approved Products List – Environmental Protection Supplies, which product(s) shall be subject to review and approval by the Port Authority. Any alternate

product so approved by the Port Authority may be used by the Contractor in performing the Services hereunder. Until such approval is given, only products on the Approved Products List – Environmental Protection Supplies may be used.

30. Intellectual Property

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

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

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

31. Contract Records and Documents – Passwords and Codes

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

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

32. Designated Secure Areas

Services under the Contract may be required in designated secure areas, as the same may be designated by the Manager from time to time (“Secure Areas”). The Port Authority shall require the observance of certain security procedures with respect to Secure Areas, which may include the escort to, at, and/or from said high security areas by security personnel designated by the Contractor or any subcontractor’s personnel required to

work therein. All personnel that require access to designated secure areas who are not under positive escort by an authorized individual will be required to undergo background screening and personal identity verification.

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

33. Notification of Security Requirements

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

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

- Execution of Port Authority Approved Non-disclosure Agreements

At the direction of the Port Authority, the Contractor shall be required to have its principals, staff and/or subcontractor(s) and their staff, execute Port Authority approved non-disclosure agreements.

- Contractor/ Subcontractor identity checks and background screening

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

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

As of January 29, 2007, the Secure Worker Access Consortium (S.W.A.C.) is the only Port Authority approved provider to be used to conduct background screening and personal identity verification, except as otherwise required by federal law and/or regulation (such as the Transportation Worker Identification Credential for personnel performing in secure areas at Maritime facilities). Information about S.W.A.C., instructions, corporate enrollment, online applications, and location of processing centers can be found at <http://www.secureworker.com>, or S.W.A.C. may be contacted directly at (877) 522-7922 for more information and the latest pricing. The cost for said background checks for staff that pass and are granted a credential shall be reimbursable to the Contractor (and its subcontractors) as an out-of-pocket expense as provided herein. Staff that are rejected for a credential for any reason are not reimbursable.

- Issuance of Photo Identification Credential

No person will be permitted on or about the Authority construction site or facility (including rental spaces) without a facility-specific photo identification credential approved by the Authority. If the authority requires facility-specific identification credential for the Contractor's and the subcontractor's

staff, the Authority will supply such identification at no cost to the Contractor or its subcontractors. Such facility-specific identification credential shall remain the property of the Authority and shall be returned to the Authority at the completion or upon request prior to completion of the individual's assignment at the specific facility. It is the responsibility of the appropriate Contractor or subcontractor to immediately report to the Authority the loss of any staff member's individual facility-specific identification credential. The Contractor or subcontractor shall be billed for the cost of the replacement identification credential. Contractor's and subcontractor's staff shall display Identification badges in a conspicuous and clearly visible manner, when entering, working or leaving an Authority construction site or facility.

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

- Access control, inspection, and monitoring by security guards

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

- Compliance with the Port Authority Information Security Handbook

The Contract may require access to Port Authority information considered Protected Information ("PI") as defined in the Port Authority Information Security Handbook ("Handbook"), dated October, 2008, corrected as of November 14, 2013, 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 PI if at any point during the lifecycle of the project or solicitation it becomes necessary for the Contractor to have access to PI. 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 Protected Information categorized and protected as per the Handbook;
- (2) require that individuals needing access to PI be required to undergo a background check, pursuant to the process and requirements noted in § 3.2 of the Information Security Handbook.
- (3) require Contractors and commercial enterprises to attend training to ensure security awareness regarding Port Authority information;
- (4) specific guidelines and requirements for the handling of PI to ensure that the storage and protection of PI;
- (5) restrictions on the transfer, shipping, and mailing of PI;
- (6) prohibitions on the publication, posting, modifying, copying, reproducing, republishing, uploading, transmitting, or distributing PI 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 PI, from viewing such information;
- (7) require that PI be destroyed using certain methods, measures or technology pursuant to the requirements set forth in the Handbook;
 - (8) require the Contractor to mandate that each of its subcontractors maintain the same levels of security required of the Contractor under any Port Authority awarded contract.
 - (9) prohibit the publication, exchange or dissemination of PI developed from the project or contained in reports, except between Contractors and subcontractors, without prior approval of the Port Authority;
 - (10) require that PI only be reproduced or copied pursuant to the requirements set forth in the Handbook.

- Audits for Compliance with Security Requirements

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

34. Construction In Progress

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

35. Permit-Required Confined Space Work

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

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

36. Signs

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

37. Vending Machines, Food Preparation

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

38. Confidential Information/Non-Publication

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

b. Confidential information shall also mean and include collectively, as per *The Port Authority of New York & New Jersey Information Security Handbook (October 15, 2008, corrected as of November 14, 2013)*, Protected Information, Confidential Proprietary Information, Confidential Privileged Information and information that is labeled, marked or otherwise identified by or on behalf of the Authority so as to reasonably connote that such information is confidential, privileged, sensitive or proprietary in nature. Confidential Information shall also include all work product that contains or is derived from any of the foregoing, whether in whole or in part, regardless of whether prepared by the Authority or a third-party or when the Authority receives such information from others and agrees to treat such information as Confidential.

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

d. The Contractor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or to the fact that goods have been, are being or will be provided to it and/or that services have been, are being or will be performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

39. Time is of the Essence

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

40. Holidays

The following holidays will be observed at the Site:

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

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

41. Personnel Standards

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

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

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

42. General Uniform Requirements for Contractor’s Personnel

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

43. Labor, Equipment and Materials Supplied by the Contractor

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

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

The Port Authority by its officers, employees and representatives shall have the right at all times to examine the supplies, materials and equipment used by the Contractor, to observe the operations of the Contractor, its

agents, servants and employees and to do any act or thing which the Port Authority may be obligated or have the right to do under this Contract or otherwise.

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

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

44. Contractor's Vehicles – Parking - Licenses

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

45. Manager's Authority

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

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

46. Price Preference

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

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

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

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

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

47. M/WBE Good Faith Participation

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

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

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

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

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

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

PART III CONTRACTOR'S INTEGRITY PROVISIONS

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

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

- a. been indicted or convicted in any jurisdiction;
- b. been suspended, debarred, found not responsible or otherwise disqualified from entering into any contract with any governmental agency or been denied a government contract for failure to meet standards related to the integrity of the Bidder;
- c. had a contract terminated by any governmental agency for breach of contract or for any cause

- based in whole or in part on an indictment or conviction;
- d. ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those inserted in the Bid;
 - e. had any business or professional license suspended or revoked or, within the five years prior to bid opening, had any sanction imposed in excess of 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, including an inspector general of a governmental agency or public authority.

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 March 11, 2014, or as may be revised, (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 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 in this Part III, Sections 1 and 2, shall be deemed to have been 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 Chief Procurement Officer 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 March 11, 2014, or as may be revised (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 Chief Procurement Officer in writing of such situation giving the full details thereof. Unless the Contractor receives the specific written approval of the Chief Procurement Officer, the Contractor shall not take the contemplated action which might be viewed as or give the appearance of a conflict of interest. The Chief Procurement Officer 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 Chief Procurement Officer and shall become a requirement, as though fully set forth in this Contract. In the event the Chief Procurement Officer 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 Chief Procurement Officer to be no longer appropriate because of such preclusion, then the Chief Procurement Officer 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.