REQUEST FOR PROPOSALS

ISSUE DATE: MAY 14, 2018

TITLE: REQUEST FOR PROPOSALS FOR ENTERPRISE REPORTING, DATA DELIVERY AND ANALYTICS SERVICES CALL-IN PROGRAM, THREE (3) YEAR CONTRACT

RFP NO.: 53088

SUBMIT PROPOSALS NO LATER THAN THE DUE DATE AND TIME TO THE ABOVE ADDRESS

QUESTIONS DUE BY: MAY 22, 2018 TIME: 3:00 PM

PROPOSAL DUE DATE: JUNE 12, 2018 TIME: 2:00 PM

CONTACT:

SRIVIDYA DESHPANDE (212) 435-4637 sdehpande@panynj.gov
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MAY 14, 2018

SUBJECT: REQUEST FOR PROPOSALS (RFP) #53088:

REQUEST FOR PROPOSALS FOR ENTERPRISE REPORTING, DATA DELIVERY AND ANALYTICS SERVICES CALL-IN PROGRAM, THREE (3) YEAR CONTRACT

Dear Sir or Madam:

The Port Authority of New York and New Jersey (“Port Authority” or the “Authority”), hereby invites you to submit your Proposal for providing Enterprise Reporting, Data Delivery, and Analytics (EDA) services (“Services” or “EDA Services”) on a “call-in” basis for a three (3) year period from the date of award, as more fully set forth in Attachment E, attached hereto and made a part hereof.

Under the direction of the Chief Technology Officer, The Port Authority maintains and supports existing EDA applications that provide data warehousing (“DW”) and business intelligence (“BI”) solutions to the Port Authority. The Services support the Port Authority’s needs in areas including, but not limited to Capital Planning and Budgeting, Operating Major Works, Labor and Overtime Reporting, Enterprise Asset Management, Port Authority Bus Terminal (PABT) Bus Tracking, and Toll Collection Programs. The work to be performed pursuant to the SOW requires contractors with technical expertise in IBM Cognos & Planning Analytics Suite, Microsoft Reporting & Analytics Suite as well as other relevant toolsets to perform application development and systems administration functions. The Port Authority is seeking firms to provide these services.

The Services to be provided pursuant to this Call-In Agreement are generally envisioned to fall into the following two (2) categories:

Category 1 – Application Maintenance and Support Services (AMSS) – Management and support of existing applications that includes maintenance of Cognos platform, Cognos roles and security, Cognos TM1 models, ETL Jobs, BI reports and an MS SQL data warehouse in production, deployment of code, resolving help tickets in a timely manner and maintaining the stability and good health of applications by troubleshooting any system issues as and when they occur.

Category 2 - Technology Implementation and Integrations Services (TIIS) – Development and enhancement of new major features and applications that significantly extend the capabilities of EDA Service applications, including system integration, user testing, and roll out of significant new features and capabilities by providing required technical and support documents to the AMSS Team.

○ It is generally envisioned, but not guaranteed, that there will be multiple task orders throughout the Call-In Program for various implementation focused tasks.

Important Note–Task Orders under this Call-In Agreement shall be for services only. No products will be secured under the scope of this Call-In Agreement. The Port Authority has separate agreements to secure the required licenses & associated software maintenance.
Also, attached hereto as **Attachment G**, is a copy of the Port Authority General Contract Provisions. Any agreement entered into as a result of this RFP shall be comprised of an award letter, this RFP Cover Letter, all exhibits and attachments hereto as referenced in Table 1 below labeled “RFP Contents” in addition to the Vendor proposal and associated communications (collectively, the “Agreement” “Call-In Agreement” or the “Contract”). You should carefully review the entire RFP, including the award letter, all exhibits, and attachments, as these documents will become part of the Agreement. You should therefore not make any changes to any document comprising this Agreement, nor restate any of its provisions in your Proposal or supporting material. The scope of work for performance of the subject services is set forth in **Attachment E**.

Upon evaluation of the submission, and Port Authority recommendation of your company for an award, the Proposer will be placed on the composite EDA Call-In list and be eligible to participate in the secondary mini-RFP award process for the award of a Call-In Agreement relating to the provision of the Services. Only companies who have been placed on the composite EDA Service Call-In list will be asked to respond to future solicitations on the Call-In Program described below. At its discretion, the Port Authority may retain multiple companies for performance of the subject Services. All companies placed on the Call-In list will be solicited to receive the secondary mini-RFPs for individual Task Orders.

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**1. INFORMATION FOR PROPOSERS ON THIS REQUEST FOR PROPOSALS**

**A. Deadline for Receipt of Proposals**

The due date specified on the cover page is the Proposal Due Date. Closing of due date is 2:00 P.M., Eastern Time.

**PLEASE READ THE FOLLOWING DELIVERY REQUIREMENTS CAREFULLY.** Proposers assume all responsibility for delays or problems in delivery.

Proposal submissions will be received at:

The Port Authority of NY & NJ  
Attention: Proposal Custodian  
Procurement Department  
4 World Trade Center  
150 Greenwich Street, 21st Floor
New York, NY 10007

Clearly mark the solicitation number on the outermost package.

At this address, proposals will be accepted via (1) regular mail, (2) express delivery service (e.g. UPS), or (3) hand delivery.

Express carrier deliveries by commercial vehicles can be made via vendors approved by Silverstein Properties, the 4 World Trade Center (4 WTC) Property Manager, through the Vehicle Security Center (VSC). Presently, UPS is the only delivery vendor with approved recurring delivery times.

There is extensive security at the World Trade Center Site. Individuals must present a valid government-issued photo ID to enter 4 WTC. Individuals without valid identification shall be turned away and their packages not accepted. Individuals without packages or carrying small packages or boxes that can be conveyed by hand or on a hand truck may enter through the lobby. All envelopes, packages and boxes may be subject to additional security screening.

There is no parking available at 4 WTC/150 Greenwich Street, and parking in the surrounding area is extremely limited.

The Port Authority assumes no responsibility for delays caused by any delivery service.

B. Vendor Profile

To ensure maximum opportunities, it is vitally important that Proposers 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. Proposers may update their vendor profile or register as a Port Authority Vendor by accessing the online registration system at https://panynjprocure.com/VenLogon.asp.

C. Submission of Proposals

The Proposal shall be no more than 30 pages double-sided or 60 pages single sided using Times New Roman or Arial (12) point or greater font size not including Resumes and Project Descriptions.

One reproducible original (containing original signatures and clearly designated as such) and ten (10) double-sided copies of the proposal as well as ten (10) flash drives with digital versions of the Proposal and Cost Proposal Forms must be submitted on or before the due date and time in accordance with the information on the cover page of this RFP and sent or delivered to the RFP Custodian at the address specified on the cover page. Each copy of the proposal as well as the parcel(s) used for shipping must be conspicuously marked with the Proposer’s name and address as well as the Proposer’s Vendor Number, if available. In addition, the outside of the package must clearly state the title of this RFP, the number of this RFP and the Proposal Due Date. Failure to properly label proposal submissions may cause a delay in identification, misdirection or disqualification of proposal submissions.
Express carrier deliveries by commercial vehicles can be made via vendors approved by Silverstein Properties, the 4 World Trade Center (4 WTC) Property Manager, through the Vehicle Security Center (VSC). Presently, UPS is the only delivery vendor with approved recurring delivery times.

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Consistent with environmentally preferable procurement practices, the Port Authority requests all documents submitted to be in a form that can be easily recycled (i.e., no plastic covers or binding) and to provide only supporting literature which directly relates to the proposal being submitted.

D. Communications Regarding this RFP

All communications concerning this RFP should be directed to the Buyers listed on the cover page. All questions regarding this RFP should be submitted in writing to the Buyers at the address or Email listed on the cover page no later than 3:00 p.m. Eastern Time on May 22, 2018.

The Buyer is authorized only to direct the attention of prospective Proposers to various portions of this RFP so that they may read and interpret such portions themselves.

Neither the Buyer nor any other employee of the Port Authority is authorized to interpret the provisions of this RFP or give additional information as to its requirements. If interpretation or other information is required, it will be communicated to Proposers by written addenda and such writing shall form a part of this RFP.

E. Proposal Acceptance or Rejection

Acceptance shall be only by mailing to or delivering at the office designated by the Proposer in its proposal, a notice in writing signed by an authorized representative on behalf of the Port Authority specifically stating that the proposal is accepted or by execution of an agreement covering the subject matter of this RFP signed by authorized representatives of the Port Authority and the Proposer. No other act of the Port Authority, its Commissioners, officers, agents, representatives, or employees shall constitute acceptance of a proposal. Rejection of a proposal shall be only by either (a) a notice in writing specifying stating that the proposal is not accepted, signed by an authorized representative of the Port Authority and mailed to or delivered to the Proposer at the office designated in the Proposal, or (b) omission of the Port Authority to accept the proposal within 180 days after the Proposal Due Date. No other act of
the Port Authority, its Commissioners, officers, agents, representatives or employees shall constitute rejection of a proposal.

F. Union Jurisdiction

Proposers 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 Paragraph 35 of the General Contract Provisions (Attachment G of this RFP) entitled “Harmony”.

G. City Payroll Tax

Proposers should be aware of the payroll tax imposed by the:
City of Newark, New Jersey for services performed in Newark, New Jersey;
City of New York, New York for services performed in New York, New York; and
City of Yonkers, New York for services performed in Yonkers, New York.
These taxes, if applicable, are the sole responsibility of the Contractor. Proposers 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 Paragraph 21 of the General Contract Provisions (Attachment G) entitled “Tax Exemptions”, does not apply to these taxes.

H. Personnel Assurance Program and 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 any subcontractors 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 may be reimbursable to the Contractor and its subcontractors as an out-of-pocket expense. Costs for staff that are rejected for a credential for any reason are not reimbursable.

Such background checks shall be performed through the Authority’s personnel assurance program provider. 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.

I. Automated Clearing House Enrollment

The Port Authority of New York and New Jersey is transitioning to an all-electronic method of paying its vendors and contractors via an Automated Clearing House (ACH) funds transfer. The Contractor must complete the Port Authority’s “Authorization Agreement For Direct Deposits And Direct Payments (ACH Credits)” form, which is available at, http://www.panynj.gov/business-opportunities/pdf/ach-authorization-form.pdf in order to receive payment. To avoid delays in payments for commodities and services provided,
vendors and contractors must be enrolled in ACH. Printed accounts payable checks will not be issued. The Authorization Agreement shall remain in full force and effect until the Port Authority has received written notification from the Contractor of its termination in such time and in such manner as to afford the Port Authority and the depository financial institution(s) a reasonable opportunity to act on it. Any questions on this initiative may be directed to the ACH Enrollments contact line at 201 216-6002 or emailed to ACHENROLLMENT@PANYNJ.GOV.

2. PROPOSER PREREQUISITES

The Port Authority shall only consider proposals from Proposers demonstrating compliance with the following:

A. The Proposer shall demonstrate to the satisfaction of the Port Authority that, at the time its proposal is submitted, that it employs a minimum of three (3) staff members each of whom has at least three (3) years of experience in providing EDA (at least one year of which should be Cognos related services) consisting of Category 1 and/or Category 2 skillsets as set forth in Scope of Work, Attachment E. The Proposer shall submit documentation to demonstrate that it meets this prerequisite by completing Attachment C.

B. The Proposer shall demonstrate satisfactory performance of at least three (3) contracts consisting of any combination of Category 1 or Category 2 work. Performance of such contracts must have occurred in the three years immediately preceding the date the Proposer’s proposal is submitted. The Proposer shall complete Attachment D, including any relevant documentation, to demonstrate that it meets this prerequisite.

The Proposer may fulfill these prerequisites (A&B) if it can demonstrate that the persons or entities owning and controlling the Proposer have had a cumulative total of at least the same number of years and type of direct continuous experience immediately prior to the submission of this proposal as is required of the Proposer, or has owned and controlled other entities which meet the requirement.

Experience as a sub-contractor can be counted to satisfy the above prerequisite B. Proposer shall clearly indicate if it performed as a prime or sub-contractor with respect to the contracts provided to satisfy Prerequisite B. Proposer shall attest, signified by a letter signed by someone with the authority to bind the company, that work represented to satisfy Prerequisite B was work directly performed by Proposer staff.

In the event a proposal is submitted by a joint venture the foregoing prerequisites will be considered with respect to such Proposal as follows:

With respect to subparagraphs (A) and (B) above, the prerequisites will be considered satisfied if the joint venture itself, or any of its participants individually, can meet the requirements.

If the Proposal is submitted by a common law joint venture, meaning a joint venture that has not been established as a distinct legal entity, each participant of the joint venture shall be held jointly and severally liable and must individually execute and perform all acts required by this proposal. Documents signed by a common law joint venture, in connection with this proposal, shall include
the names of all participants of the joint venture followed by the words “acting jointly and
severally.” All joint venture Proposers must provide documentation of their legal status.

All Proposers must include documentation that they meet the above prerequisites. By furnishing
this RFP to Proposers, the Port Authority has not made a determination that the Proposers have
met the prerequisites or have otherwise been deemed qualified to perform the Services. In addition,
a determination that a Proposer has met the prerequisites does not guarantee that such Proposer
will be deemed qualified in connection with other proposal requirements included herein.

3. FINANCIAL INFORMATION

The Proposer will be required to demonstrate that it is financially capable of performing the
contract resulting from this RFP (“Contract”). The determination of the Proposer’s financial
qualifications and ability to perform this Contract will be in the sole discretion of the Port
Authority. The Proposer shall submit, with its proposal, the following:

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

(2) Where the certified financial statements in (1) above are not available, then reviewed
    compiled statements from an independent accountant setting forth the aforementioned
    information shall be provided.

Where the statements submitted pursuant to subparagraphs (1) and (2) aforementioned do not
cover a period which includes a date not more than forty-five days prior to the Proposal Due
Date, then the Proposer shall also submit a statement in writing, signed by an executive officer
or his/her designee, that the present financial condition of the Proposer is at least as good as
that shown on the statements submitted.

B. A statement of work which the Proposer has on hand, including any work on which a bid and/or
    proposal has been submitted, containing a description of the work, the annual dollar value, the
    location by City and State, the current percentage of completion, the expected date for
    completion, and the name of an individual most familiar with the Proposer’s work on these
    jobs.

C. The name and address of the Proposer’s banking institution, chief banking representative
    handling the Proposer’s account, the Proposer’s Federal Employer Identification Number (i.e.,
    the number assigned to firms by the Federal Government for tax purposes), the Proposer’s Dun
    and Bradstreet number, if any, the name of any credit service to which the Proposer furnished
    information and the number, if any, assigned by such service to the Proposer’s account.

4. EVALUATION CRITERIA AND RANKING

All Proposals will be reviewed by the Port Authority to determine whether: (1) they adhere to the
format required in this RFP; (2) they contain all required submissions; and (3) the Proposers meet
the prerequisites required for submission of a Proposal. For Proposals meeting such requirements,
the following criteria, set forth in order of importance, will be utilized in the evaluation of Proposals:

A. Staff Experience:

The degree and extent to which the Proposer, its management, and staff have relevant and successful experience in providing the requisite EDA Services for implementing, maintaining and supporting existing applications that provide DW and BI solutions to the Port Authority.

The experience of Proposer and the Proposer’s capability to meet the requirements of this RFP, including, but not limited to, the number and quality of staff certified and experienced in implementing and managing similar services in a similar environment. The quality and depth of the experience and qualifications of the Proposer’s staff including proposed subcontractors, who will be performing services hereunder.

B. Cost:

The overall estimated cost to the Port Authority as submitted on Attachment F, “Hourly Rate Price Sheets.”

Please note, if Proposer does not provide rates for a particular role, then the Proposer shall be precluded from responding to Task Orders containing that role for the duration of the Call-In Program.

It is expected that each firm provide pricing for all roles across Category 1 and Category 2 regardless of special company-wide focus on one category of work over another.

C. Management Approach and Ability to Deliver Services:

The clarity and feasibility of the Proposal, which shall include the Proposer’s management philosophy, a description of project methodologies, approaches, principles and programs to be utilized by the Proposer in performing the Services inclusive of references and past projects. Additionally, the M/WBE subcontractor’s plan, ongoing training programs, support resources, vendor alliances, quality assurance programs, and certifications shall be considered here.

5. MBE/WBE SUBCONTRACTING PROVISIONS

The Port Authority has a long standing practice of encouraging Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) to seek business opportunities with it, either directly or as subcontractors. "Minority business enterprise" or "MBE" means a business entity which is at least fifty-one percent (51%) owned by one (1) or more members of one (1) 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 (1) or more members of one (1) or more minority groups; and whose management and daily business operations are controlled by one (1) or more such individuals who are citizens or permanent resident aliens. "Women-owned business enterprise" or "WBE" means a business which is at least fifty-one percent (51%) owned by one (1) or more women; or, in the case of a publicly held corporation, fifty-one percent (51%) of the stock of which is owned by one (1) or more women; and whose
management and daily business operations are controlled by one (1) or more women 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 Puerto Rican, Mexican, 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. American Indian 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.

The Port Authority has set a goal of twenty percent (20%) participation by qualified and Port Authority certified MBEs and ten percent (10%) to qualified and certified WBEs on technical service projects.

To be "certified" a firm must be certified by the Port Authority’s Office of Business Diversity and Civil Rights (OBDCR).

In order to facilitate the meeting of this goal, the Contractor shall use every good-faith effort to utilize subcontractors who are Port Authority certified MBEs or WBEs to the maximum extent feasible.

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

A. Dividing the services and materials to be procured into smaller portions, where feasible.
B. Giving reasonable advance notice of specific contracting, subcontracting and purchasing opportunities to such MBE/WBEs as may be appropriate.
C. Soliciting services and materials from Port Authority certified MBE/WBE firms.
D. Ensuring that provision is made to provide progress payments to MBE/WBEs in accordance with prompt payment provisions of the Agreement under which services are being provided, if applicable.
E. Observance of reasonable commercial standards of fair dealing in the respective trade or business.

The Port Authority has a list of certified MBE/WBE service firms which is available to you at http://www.panynj.gov/business-opportunities/supplier-diversity.html. The Contractor will be required to submit to the Port Authority’s OBDCR for certification the names of MBE/WBE firms it proposes to use who are not on the list of certified MBE/WBE firms.

MBE/WBE participation goals may be subject to change during the duration of this Agreement and any options or extensions thereof. Any new participation goals determined by the Port Authority shall be applicable to and considered a part of this Agreement. The current participation goals will be posted on the Port Authority’s website at https://www.panynj.gov/business-opportunities/become-vendor.html as PA Form 4250,
“MBE/WBE Participation-Professional Services Call-In.” You must consult PA 4250 prior to proposing on any Task Orders issued under this Agreement.

The Contractor shall include their MBE/WBE Participation Plans (Form PA 3760D) with their Task Order proposals, to be reviewed and approved by the Port Authority’s OBDCR.

The Contractor must submit an MBE/WBE Participation Plan for each MBE/WBE subcontractor. Each Participation Plan shall contain, at a minimum, the following:

• Identification of the MBE/WBE: Provide the name and address of the MBE/WBE. If no MBE/WBEs are identified, describe the process for selecting participant firms in order to achieve the good faith goals under this Agreement.

• Level of Participation: Indicate the dollar value and percentage of MBE/WBE participation expected to be achieved.

• Scope of Work: Describe the specific scope of work the MBE/WBEs will perform.

The MBE/WBE subcontractor listed on each of the MBE/WBE Participation Plans must be certified by the Port Authority in order for the Contractor to receive credit toward the MBE/WBE goals set forth in this Agreement. Please go to http://www.panynj.gov/business-opportunities/sdmwsdbe-profile.html to search for MBE/WBEs by a particular commodity or service. The Port Authority makes no representation as to the financial responsibility of these firms or their ability to perform work under this Agreement.

Subsequent to Agreement award, all changes to any of the MBE/WBE Participation Plans must be submitted via a Modified MBE/WBE Participation Plan to the Manager for review and approval by OBDCR. For submittal of modifications to the MBE/WBE Plan, Contractors are directed to use form PA3760D. The Contractor shall not make changes to any of its approved MBE/WBE Participation Plans or substitute MBE/WBE subcontractors or suppliers for those named in their approved plans 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 MBE/WBE participation goals set forth herein will be monitored throughout the duration of the Agreement.

The Contractor shall also submit to the Project Manager, along with invoices, Attachment I, the “Statement of Subcontractor Payments,” 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 MBE/WBE subcontractor and supplier actually involved in the Agreement, 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 Project Manager in determining the Contractor’s compliance with the foregoing provisions.

MBE/WBE Conditions of Participation

MBE/WBE participation will be counted toward meeting the MBE/WBE agreement goal, subject to all of the following conditions:

A. Commercially Useful Function: An MBE/WBE is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of work on a contract and carries out its responsibilities by actually performing, managing, and
supervising the work involved in accordance with normal industry practice. Regardless of whether an arrangement between the Contractor and the MBE/WBE represent standard industry practice, if the arrangement erodes the ownership, control or independence of the MBE/WBE or in any other way does not meet the commercially useful function requirement, that firm shall not be included in determining whether the MBE/WBE goal is met and shall not be included in MBE/WBE reports. If this occurs with respect to a firm identified as an MBE/WBE, the Contractor shall receive no credit toward the MBE/WBE goal and may be required to backfill the participation. An MBE/WBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed in order to obtain the appearance of MBE/WBE participation. An MBE/WBE may rebut a determination by the Port Authority that the MBE/WBE is not performing a commercially useful function to the Port Authority.

B. Work Force: The MBE/WBE must employ a work force (including administrative and clerical staff) separate and apart from that employed by the Contractor, other subcontractors on the Agreement, or their Affiliates. This does not preclude the employment by the MBE/WBE of an individual that has been previously employed by another firm involved in the Agreement, provided that the individual was independently recruited by the MBE/WBE in accordance with customary industry practice. The routine transfer of work crews from another employer to the MBE/WBE shall not be allowed.

C. Supervision: All Work performed by the MBE/WBE must be controlled and supervised by the MBE/WBE without duplication of supervisory personnel from the Contractor, other subcontractors on the Agreement, or their Affiliates. This does not preclude routine communication between the supervisory personnel of the MBE/WBE and other supervisors necessary to coordinate the Work.

**Counting MBE/WBE Participation**

The value of the Work performed by an MBE/WBE, with its own equipment, with its own forces, and under its own supervision will be counted toward the goal, provided the utilization is a commercially useful function. An MBE/WBE prime contractor shall still provide opportunities for participation by other MBE/WBEs. Work performed by MBE/WBEs will be counted as set forth below. If the Port Authority determines that some or all of the MBE/WBEs work does not constitute a commercially useful function, only the portion of the work considered to be a commercially useful function will be credited toward the goal.

A. Subcontractors: One hundred percent (100%) of the value of the Work to be performed by an MBE/WBE subcontractors will be counted toward the MBE/WBE goal. The value of such Work includes the cost of materials and supplies purchased by the MBE/WBE, except the cost of supplies or equipment leased from the Contractor, other subcontractors or their affiliates will not be counted. When an MBE/WBE subcontracts part of the work of its contract to another firm, the value of the subcontractor work may be counted toward MBE/WBE goals only if the MBE/WBE subcontractor is itself an MBE/WBE. Work that an MBE/WBE subcontractors to a non-MBE/WBE firm does not count toward MBE/WBE goals.

B. Material Suppliers: Sixty percent (60%) of the expenditure to an MBE/WBE material supplier will be counted toward the MBE/WBE goal. Packagers, brokers, manufacturer’s
representatives, or other persons who arrange or expedite transactions are not material suppliers within the meaning of this paragraph.

C. Broker’s/Manufacturer’s Representatives: One hundred percent (100%) of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees for transportation charges for the delivery of materials or supplies provided by an MBE/WBE broker/manufacturer’s representative will be counted toward the MBE/WBE goal, provided they are determined by the Port Authority to be reasonable and not excessive as compared with fees customarily allowed for similar services. The cost of the materials and supplies themselves will not be counted.

D. Services: One hundred percent (100%) of fees or commissions charged by an MBE/WBE for providing a bona fide service, such as professional, technical, contractor, or managerial services, or for providing bonds or insurance specifically required for the performance of the Work will be counted toward the MBE/WBE goal, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.

E. Joint Venture: Joint ventures between MBE/WBEs and non-MBE/WBEs may be counted toward the MBE/WBE goal in proportion to the total dollar value of the Agreement equal to the distinct, clearly defined portion of the work of the Agreement that the MBE/WBE performs with its own forces. Contact OBDCR at (201) 395-3958 for more information about requirements for such joint ventures.

6. PROPOSAL SUBMISSION REQUIREMENTS

In order to expedite the evaluation of proposals, the Proposer’s response to this RFP shall follow the format and order of items, using the same paragraph identifiers, as set forth below.

A. Letter of Transmittal

The Proposer shall submit a letter on its letterhead, signed by an authorized representative, stating its experience and qualifications in meeting the requirements of this RFP. This letter shall include a statement on whether the Proposer is submitting a proposal as a single entity, a joint venture, or is partnering with another firm in a prime/subcontracting relationship. In all cases, information required for a single entity is required for each participant in a joint venture.

The Letter of Transmittal shall contain:

(1) Name and address of the Proposer and an original signature on the Letter of Transmittal by an authorized representative on behalf of the Proposer;

(2) Name(s), title(s) and telephone number(s) of the individual(s) who are authorized to negotiate and execute the Contract;

(3) Name, title and telephone number of a contact person to which the Port Authority can address questions or issues related to this RFP;

(4) Name and address of proposed subcontractors, if any; and
(5) If a corporation: (a) a statement of the names and residences of its officers, and (b) a copy of its Certificate of Incorporation, with a written declaration signed by the secretary of the corporation, with the corporate seal affixed thereto, that the copy furnished is a true copy of the Certificate of Incorporation as of the date of the opening of the Proposals;

If a partnership: a statement of the names and residences of its principal officers, indicating which are general and which are special partners;

If an individual: a statement of residence;

If a joint venture: information on each of the parties consistent with the information requested above; if the Contract is awarded to a common law joint venture (a partnership of business entities) each member will be jointly and severally liable under the Contract.

B. Executive Summary

The Proposer shall submit a summary presenting the major features of its proposal and how the proposal satisfies the requirements contained in this RFP, as well as the special competencies and expertise of the Proposer to meet the requirements of this RFP.

The Statement of Understanding should explain the Proposer’s understanding and interpretation of the key goals and objectives of this RFP, and the Proposer’s understanding of the distinctions between the two categories of work as detailed in Attachment E, “Scope of Work”. Areas not in this RFP, but which the Proposer believes are essential to the effective performance and completion of the required services, should also be addressed here. (2 pages maximum).

C. Attachment A - Agreement on Terms of Discussion

The Proposer shall submit a copy of the “Agreement on Terms of Discussion,” signed by an authorized representative of the Proposer. The Agreement on Terms of Discussion format is included as Attachment A and shall be submitted by the Proposer without any alterations or deviations. Any Proposer who fails to sign the Port Authority’s "Agreement on Terms of Discussion" will not have its proposal reviewed. If the Proposer is a joint venture, an authorized representative of each party must sign the Agreement on Terms of Discussion.

D. Certifications with Respect to the Contractor’s Integrity Provisions

The Proposer, by signing the Letter of Transmittal, makes the certifications in the “Contractor’s Integrity Provisions,” included as Paragraph 38 of Attachment G (General Contract Provisions) of this RFP. If the Proposer cannot make any such certifications, it shall enclose an explanation of that inability.

E. Code of Ethics for Port Authority Vendors

The Proposer’s attention is directed to the Port Authority’s “Code of Ethics for Port Authority Vendors.” Vendors must certify in writing that they will comply with every aspect of this Code. The Proposer should submit an executed Compliance Certification with their proposal. The
Compliance Certification, once executed, will be a material and integral part of any contract resulting from this solicitation. The Code of Ethics and the Compliance Certification can be found on the Port Authority’s website at https://www.panynj.gov/business-opportunities/become-vendor.html.

F. Attachment B - Company Profile

Proposer shall complete and submit Attachment B with Proposal.

G. Documentation of Proposer Prerequisites

The Proposer shall complete and submit Attachments C and D, including relevant additional documentation, to demonstrate that it meets all prerequisites.

H. Proposal

The Proposer must submit a proposal that details and clearly describes its experience and capability to perform the EDA Services on a “call-in” basis, as described in this RFP, its approach to such work, and the cost of such work to the Port Authority. At a minimum, the proposal shall address the following:

1) Staff Experience - Composite Matrix & Individual Resumes

Please provide a cover matrix that clearly defines the number of employees potentially available for work in each of the two categories of work (AMSS and TIIS). This cover matrix shall act as a reference to the supporting resumes. Please also ensure this cover matrix includes an indication as to which individuals, if any, have at the time of Proposal submission IBM Cognos TM1, Microsoft SQL Server, or IBM Cognos BI certification, as well as any other relevant certifications. The matrix and/or individual resumes shall include the specific type of certification and the name and date received along with any/all applicable versions. The Port Authority reserves the right to request copies of the actual certification documents for verification. If a certification cannot be verified by the Port Authority, that certification will not be considered for the purpose of evaluation.

Please provide resumes of the personnel who will be performing the requested Services, clearly indicating their relevant experience and specific areas of expertise. Each resume shall be two (2) pages maximum, single-sided using Times New Roman or Arial 12-point or greater font size and shall include education, professional credentials and employment histories. In addition, include the resumes of subcontractors that will or may be involved in the provision of Services required under this Agreement. Resumes should indicate if personnel have experience with alternate BI software and/or relevant third party BI tools. Experience in these additional asset management platforms may be considered a plus, but is not required. If Sub-Contract firms are relied upon to meet the Contract Pre-requisites, then the appropriate resumes from Sub-Contract firms must be listed.

The cover matrix and resumes shall clearly indicate which category(ies) of experience the individual is capable of providing. The cover matrix should include each individual's name (prime and sub) and indicate the roles those individuals would satisfy and should be
evaluated for this solicitation. Only one copy of each resume shall be provided and the Matrix will indicate if the individual is capable of performing multiple roles.

Proposers are directed to look at Attachment E for Category 1 and 2 descriptions.

Any Non-US citizens that are part of the resources to be used must be authorized to work in the US for the term of the Task Order.

2) Attachment F - “Hourly Rate Price Sheets”

All hourly rate pricing shall be “all inclusive” and firm during the term of the Agreement. Prices quoted shall include, but not be limited to, all labor, training, communications, insurance, and administrative services that you will provide in order to deliver Services that meet or exceed the requirements stated herein.

Key notes –

- The Port Authority is a 24 x 7 operation. While off hour services may be required to respond to production related problems, there shall be no separate off hour or premium rates applied. Specifics with regard to how off hour work will be handled shall be detailed in each subject Task Order.

- The Port Authority does not reimburse or otherwise pay for travel time.

3) Management Approach and Ability to Deliver Services:

Please provide specific relevant experience of your firm and management approach / methodology to be employed in performing the Services. Provide a description of your management philosophy, templates, principles and programs to be utilized in performing the Services, which shall include, but not be limited to the MBE/WBE subcontractor’s plan, ongoing training programs, support resources, vendor alliances, quality assurance programs, and certifications.

Generally, describe the experience, methodologies and/or approaches your firm offers for performing the required Services, being responsive to the Port Authority’s needs, keeping the Port Authority apprised of the project status and ensuring quality for the required Services.

I. Attachment D – Project Description Form; References

Complete and submit the “Project Description Form(s)” annexed hereto as Attachment D: “Project Description Form / Proposer Prerequisite B”

Responses shall include a list of projects for which similar services to those described in Attachment E have been provided to clients of similar size and scope to the Port Authority.
A minimum of three (3) projects listed shall include a client contact for the Port Authority to confirm the information submitted on Attachment D. Individuals listed as client contacts pursuant to this clause shall be currently employed by such client.

The Port Authority may consult any references familiar with the Proposer regarding its current or prior operations and projects, financial resources, reputation, performance, or other matters. Submission of qualification information shall constitute permission by the Proposer for the Port Authority to make such inquiries and authorization to third parties to respond thereto.

J. Acknowledgment of Addenda

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

If the Proposer downloaded this RFP document, it is the responsibility of the Proposer 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.


The Port Authority has attached to this RFP as Attachment G, General Contract Provisions governing the Contract. The Proposer is expected to agree with these General Contract Provisions. However, if the Proposer has any specific exceptions, such exceptions should be set forth in a separate letter included with its response to this RFP. After the proposal due date, the Proposer will be precluded from raising any exceptions unless such exceptions are justified by and directly related to substantive changes in the business or technical requirements and are agreed to by the Proposer and the Port Authority.

L. Attachment H - MBE/WBE Plan

The Proposer shall submit an MBE/WBE Participation Plan (Attachment H) in accordance with the MBE/WBE Subcontracting Provisions hereunder.

It is Port Authority policy that contractors and vendors comply with the legal requirements of the States of New York and New Jersey. Your attention is therefore called to New York State’s requirements that certain contractors, affiliates, subcontractors and subcontractors’ affiliates register with the New York State Department of Taxation and Finance for the purpose of collection and remittance of sales and use taxes. Similarly, New Jersey requires business organizations to obtain appropriate Business Registration Certificates from the Division of Revenue of the State’s Department of the Treasury.

The Port Authority shall not be liable for any costs incurred by the Proposer in the preparation, submittal, presentation, or revision of its qualifications, or in any other aspect of the Proposer’s pre-contract activity. No Proposer is entitled to any compensation except under an agreement for
performance of services signed by an authorized representative of the Port Authority and the Proposer.

The Authority reserves the unqualified right, in its sole and absolute discretion, to reject all Proposals, to undertake discussions and modifications with one or more Contractors and to proceed with that Proposal or modified Proposal, if any, which in its judgment will, under all the circumstances, best serve the public interest.

Proposers are advised that additional vendor information, including, but not limited to forms, documents and other related information, may be found on the Port Authority’s website at http://www.panynj.gov/business-opportunities/vendor-information.html

Also, Proposers are encouraged to periodically access the Port Authority website at http://www.panynj.gov/business-opportunities/bid-proposal-advertisements.html for RFP updates and addenda.

Sincerely yours,

Jeanette Anderson
Operations Manager, Technology
Procurement Department

Attachments included in with this document are as follows:

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ATTACHMENT A – AGREEMENT ON TERMS OF DISCUSSION

AGREEMENT ON TERMS OF DISCUSSION

The Port Authority’s receipt or discussion of any information (including information contained in any proposal, vendor qualification(s), ideas, models, drawings, or other material communicated or exhibited by us or on our behalf) shall not impose any obligations whatsoever on the Port Authority or entitle us to any compensation therefor (except to the extent specifically provided in such written agreement, if any, as may be entered into between the Port Authority and us). Any such information given to the Port Authority before, with or after this Agreement on Terms of Discussion (“Agreement”), either orally or in writing, is not given in confidence. Such information may be used, or disclosed to others, for any purpose at any time without obligation or compensation and without liability of any kind whatsoever. Any statement which is inconsistent with this Agreement, whether made as part of or in connection with this Agreement, shall be void and of no effect. This Agreement is not intended, however, to grant to the Port Authority rights to any matter, which is the subject of valid existing or potential letters patent.

Any information (including information contained in any proposal, vendor qualification(s), ideas, models, drawings, or other material communicated or exhibited by us or on our behalf) provided in connection with this procurement is subject to the provisions of the Port Authority Public Records Access Policy adopted by the Port Authority’s Board of Commissioners, which may be found on the Port Authority website at: http://corpinfo.panynj.gov/documents/Access-to-Port-Authority-Public-Records/. The foregoing applies to any information, whether or not given at the invitation of the Port Authority.

________________________________
(Company)

________________________________
(Signature)

________________________________
(Title)

________________________________
(Date)

ORIGINAL AND PHOTOCOPIES OF THIS PAGE ONLY.
DO NOT RETYPE.
ATTACHMENT B – COMPANY PROFILE

REQUEST FOR PROPOSAL FOR ENTERPRISE REPORTING, DATA DELIVERY AND ANALYTICS CALL-IN PROGRAM

Fill out items 1 through 11 in the Company Profile. As part of your submission, attach your Certificate of Incorporation right after the Company Profile. If your company is a Port Authority Certified M/W/SBE, also include a copy of your Port Authority certification after the Company Profile.

1. Company Name (print or type):
   _____________________________________________________________________

2. Business Address (to receive mail for this RFP):
   _____________________________________________________________________

3. Business Telephone Number:
   _____________________________________________________________________

4. Business Fax Number:
   _____________________________________________________________________

5. Firm website:
   _____________________________________________________________________

6. Federal Employer Identification Number (EIN):
   _____________________________________________________________________

7. Date (MM/DD/YYYY) Firm was Established: _____/_____/______

8. Name, Address and EIN of Affiliates or Subsidiaries (use a separate sheet if necessary):
   _____________________________________________________________________
   _____________________________________________________________________
   _____________________________________________________________________
   _____________________________________________________________________
   _____________________________________________________________________

- 20 -
9. Officers or Principal of Company and Title:

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

10. Name, telephone number, and email address of contact:

Primary:________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________

Backup:_______________________________________________________________
_______________________________________________________________________
_______________________________________________________________________

11. Is your firm certified by the Port Authority as a Minority-Owned, Woman-Owned, or Small Business Enterprise (M/W/SBE)?  ☐ Yes  ☐ No

If yes, please attach the **Port Authority** certification as a part of your profile.

If your firm is an M/WBE not currently certified by the Port Authority, see the Port Authority’s web site [http://www.panynj.gov/business-opportunities/supplier-diversity.html](http://www.panynj.gov/business-opportunities/supplier-diversity.html) to receive information and apply for certification.
ATTACHMENT C – PROPOSER PREREQUISITE A

PROPOSER STAFF EXPERIENCE

The Proposer shall demonstrate to the satisfaction of the Port Authority that, at the time its proposal is submitted, that it employs a minimum of three (3) staff members each of whom has at least three (3) years of experience in providing EDA (at least one year of which should be Cognos related services) consisting of Category 1 or Category 2 skillsets set forth in Scope of Work, Attachment E. The Proposer shall submit documentation to demonstrate that it meets this prerequisite by completing Attachment C.

Name of Proposer: ____________________________________________

Staff Member’s Name: ________________________________________
Contract date(s): _____________________________________________
Category 1 or 2 Skillsets: _____________________________________
Description of work demonstrating EDA Service qualifications and experience:
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Staff Member’s Name: ________________________________________
Contract date(s): _____________________________________________
Category 1 or 2 Skillsets: _____________________________________
Description of work demonstrating EDA Service qualifications and experience:
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Staff Member’s Name: ________________________________________
Contract date(s): _____________________________________________
Category 1 or 2 Skillsets: _____________________________________
Description of work demonstrating EDA Service qualifications and experience:
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
ATTACHMENT D - PROJECT DESCRIPTION FORM / PROPOSER PREREQUISITE B

PROJECT DESCRIPTION FORM

The Proposer shall demonstrate satisfactory performance of at least three (3) contracts consisting of any combination of Category 1 or Category 2 work. Performance of such contracts must have occurred in the three years immediately preceding the date the Proposer’s proposal is submitted. The Proposer shall complete Attachment D, including any relevant documentation, to demonstrate that it meets this prerequisite.

Company Name: _______________________________________________________________

Project Description: _____________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

Project Lead: ________________________________________________________________

Project Value: _________________________________________________________________

Project Timeframe & Duration: _________________________________________________

Project & Customer Reference Details (required for at least 3 Project Descriptions):

Customer Name (if different from above): _______________________________________

Address: _________________________________________________________________

Contact Name and Title: _______________________________________________________

Contact Phone and Fax Numbers: ______________________________________________

Contact Email: _______________________________________________________________

Agreement Date (s): ___________________________________________________________
ATTACHMENT E - SCOPE OF WORK

ENTERPRISE REPORTING, DATA DELIVERY AND ANALYTICS CALL-IN PROGRAM

A. GENERAL INFORMATION: THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

For background with respect to The Port Authority of New York and New Jersey (the Port Authority) see www.panynj.gov. Additionally, the most recent electronic version of the Port Authority’s Annual Report is available at http://www.panynj.gov/corporate-information/annual-reports.html

B. DEFINITIONS & ACRONYMS

The following acronyms have the meanings set forth below and are used throughout the Scope of Work and the remainder of this document:

- AMSS - Application Maintenance and Support Services
- ICMS - Integrated Capital Management System
- OMWP – Operating major works program
- ETL – Extract, Transform, Load
- DEV - Development Environment
- UAT - Testing Environment
- PRD - Production Environment
- SDLC - Software Development Life Cycle
- SND - Sandbox Environment
- TEC - Port Authority Technology Department
- TIIS - Technology Implementation and Integrations Services

C. DESCRIPTION OF WORK

The Port Authority is seeking firms to provide maintenance and support for its continued implementation and development of existing applications that provide DW and BI solutions to various departments throughout the agency. The EDA Services will be performed primarily using Cognos BI, Cognos Planning Analytics (TM1), SSIS, MS SQL, Microsoft Power BI, Tableau, and other ancillary toolsets. The Port Authority is specifically seeking the professional services of technical consulting firms to provide services including:

1. **Category 1** – Application Maintenance and Support Services (AMSS) – Management and support existing applications that includes maintenance of Cognos platform, Cognos roles and security, Cognos TM1 models, ETL Jobs, BI reports and an MS SQL data warehouse in production, deployment of code, resolving help tickets in timely manner and maintaining
the stability and good health of applications by troubleshooting any system issues as and when they occur.

(2) **Category 2**- Technology Implementation and Integrations Services (TIIS) – Development and enhancement of new major features and applications that significantly extend the capabilities of EDA Service applications, including system integration, user testing, and roll out of significant new features and capabilities by providing required technical and support documents to the AMSS Team.

The firm(s) selected for the composite EDA Service Call-In list that are awarded Call-In Agreement(s) will report to the Technology Department (TEC), Enterprise Architecture Unit, and the Manager of Applications Architecture.

**D. CURRENT APPLICATION ENVIRONMENT**

The Port Authority currently utilizes MS SQL Server, the Cognos Platform suite of products, and other software tools as its DW and BI analytical and reporting solutions. The primary application maintained within this environment is the Integrated Capital Management System (ICMS). The ICMS is used to build financial planning and monthly forecast applications on top of actuals, budgeting and planning information. The following are additional products, including a brief description of each, that the Port Authority currently utilizes and that the Contractor will utilize, to perform the Work required by this Scope of Work

A. IBM Cognos TM1 is enterprise planning software used to implement collaborative planning, budgeting and forecasting solutions, as well as analytical and reporting solutions.

B. Microsoft SQL Server relational database platform is used to store transactional and historical data in DW that is extracted and loaded from different sources using SSIS as ETL.

C. IBM Cognos BI suite of enterprise reporting products are used to provide OLAP and BI reporting solutions to different departments in the Port Authority.

D. Azure SQL Server and Power BI Professional software tools are used for the enterprise data delivery and analytics platform.

**E. GENERAL REQUIREMENTS**

1. All services shall be provided at the direction of and subject to the review and approval by the Port Authority Technology Department (TEC). Services and relationship shall be managed by the TEC Manager, Applications Architecture, or his/her designee.

2. All staff assigned to perform Work pursuant to this Scope of Work shall have the qualifications and experience necessary to perform the services required in a competent and professional manner. Contractor shall submit detailed resumes and descriptions of qualifications upon PANYNJ’s request.
3. It is currently anticipated that nearly all of the Work will be performed on-site at 2 Montgomery Street, Jersey City, NJ 07302, provided, however, that on-site Work may be required at other locations.

4. The actual number and category of positions to be staffed throughout the duration of the Contract will be determined based on the Work required in each Task Order.

5. The Port Authority works an 8-hour day. A typical workday is 9:00 AM to 5:45 PM, with 45 minutes for lunch, for which no compensation shall be given. The specific requirements of Task Orders may provide for different hours or other parameters. **There shall be no premium or other compensation for off hour work.** Handling of off hour tasks shall be as defined in each Task Order.

6. All rates quoted in the Hourly Rate Price Sheets are inclusive of all related employee, and support costs, which shall not be compensated for separately. Hourly rate pricing shall be “all inclusive” and firm during the term of the Agreement. Prices shall include, but not be limited to, all labor, equipment, training, communications, insurance, and administrative services that will be provided in order to deliver services that meet or exceed the requirements stated herein.

7. Payment terms shall be as defined more fully in specific Task Orders.

8. There will be no compensation or reimbursement for travel related costs or expenses.

9. Individuals are assumed to be working hourly and shall sign in and out with time in / time out on a sign in sheet developed by the Port Authority and physically located near a workstation utilized by the Port Authority’s Manager of Applications Architecture or his/her designee.

10. Contractors may be required to work outside of normal business work hours and provide on-call availability for off-hour problem resolution and periodic maintenance activity.

11. The Port Authority reserves the right of approval of all personnel performing services under this Agreement, including any substitution of personnel. Work shall be performed in cooperation and conjunction with other contractors, consultants, and/or employees of the Port Authority.

12. No substitution or replacement of Contractor’s staff shall be allowed prior to written notification and approval of the Port Authority. Prior to such replacement(s), the Contractor shall show evidence that the replacement personnel are qualified to work on the Task Order.

13. Work shall be authorized only through fully executed Task Orders. No other agreement, communication or conversation shall constitute commitment of work.

14. Due to the sensitive nature of the Work, all individuals and all firms (inclusive of subcontractors) shall, prior to performing any Work, sign a Port Authority Non-Disclosure
and Confidentiality Agreement and adhere to the terms and conditions thereof. In addition, staff and subcontractors shall comply with the Port Authority Information Security Handbook policies, procedures and security requirements, and may, at Port Authority discretion, require background screening consistent with the terms described elsewhere herein.

15. The Contractor shall provide personnel with the experience identified in each Task Order.

16. Staff shall perform their responsibilities under the following work conditions:

   a. Sitting for extended periods of time.
   b. Dexterity of hands and fingers to operate a computer keyboard and mouse and to handle other computer components.
   c. Working in a dynamic and evolving IT environment, which at times, may be stress-inducing and include response to production-critical situations that shall require immediate response.

F. CATEGORY 1 – APPLICATION MAINTENANCE AND SUPPORT SERVICES (AMSS)

The Application Maintenance and Support Services (AMSS) Team is expected to provide application maintenance and support services for applications that utilize Microsoft SQL Server, SSIS, Cognos Planning Analytics (TM1), Cognos BI and any associated third-party tools that are maintained within the environment. Additionally, the AMSS Team is expected to provide high-level guidance and recommendations to the Port Authority and develop technology system policies and procedures around system administration, implementation, and integration to ensure that the platform remains a supportable, sustainable, and efficient platform for the Port Authority’s reporting objectives.

Any Task Order with the word ‘maintenance’ is envisioned to be for services related to the overall support and maintenance of existing applications. Scope is currently envisioned, but not guaranteed, to be inclusive of application level maintenance tasks, end user support response, access management, promotion of new solutions through non-production environment, and release management/deployment into the production environment. As currently envisioned, items will move from being in implementation to being under the maintenance umbrella with the amount of systems and scope of this work increasing over time.

The tasks to be performed by the Contractor under Category 1 AMSS shall include, but are not limited to, the following:

1. Support Functions - maintain, support, and periodically synchronize the application environments for all modules, interfaces, data, and functions.
2. System Administration – provide maintenance and support services for application platforms.
3. Establishing and maintaining user accounts and security profiles
4. Controlling access to applications and developing and maintaining application system administration policies and procedures.

5. Providing technical workflow and security support as well as second and third level support for the ICMS landscape. This includes, but shall not be limited to, being the focal point for end user contacts for troubleshooting maintenance problems, providing technical support to user department staff at internal and/or external meetings, and providing knowledge transfer to Port Authority personnel on the application and associated business practices.

6. Troubleshooting and Problem Management and Resolution - Logging, documenting, tracking and resolving production problems while ensuring ongoing data integrity with any and all interfaces and/or systems interfacing and/or interacting with the reporting platform ICMS.

7. Disaster Recovery Support – Defining, in conjunction with the Port Authority, the scope of periodic disaster recovery tests. This includes, but is not limited to, coordinating with other Port Authority staff and third parties to ensure all required tasks are covered and conducting and evaluating the components of these tests.

8. Testing - Transport developed code by Implementation Team(s) or others into the landscape (Dev, Build, Test, Train, Prod) and participate in application acceptance testing needed to maintain system integrity.

9. Participating with implementation team(s) on the planning, execution, and testing of data conversions prior to production cut-over with the primary responsibility of ensuring that there are no negative impacts on data quality, integrations and existing functionality.

10. Application Capacity Management and Performance Monitoring - Monitoring the application capacity and performance to ensure that performance and response meet the operational needs of the Port Authority.

11. Application Change/Release Management - Determining that all application system changes are properly authorized, tested, and documented prior to implementation in the production environment using a structured application management methodology acceptable to the Port Authority. The Contractor shall adhere to the Port Authority Change Management processes and controls that are currently in place. Appropriate backout/reversal procedures shall be in place and successfully tested prior to migration to production.

12. System Documentation - Maintaining a documentation library containing all hardcopy and computer readable documentation for software developed during ongoing maintenance. The Contractor shall ensure that all documentation needed for the continued operation and management of the system is accurate and available and is in compliance with Port Authority standards.

13. Business Continuity Support - Working with the Port Authority Contract Manager and appropriate user departments to participate in activities associated with the Port Authority's Business Continuity Plan. The Contractor shall be primarily responsible for the portion of the plan concerned with providing continuing support for the application. The Contractor will participate in any test of the Business Continuity Plan scheduled by the Port Authority, typically, quarterly.

14. Maintenance of Cognos TM1 and BI software that includes installation, patch upgrades, and upgrades to the latest versions of software.
15. Create and manage required ODBC and data source connections that are used to integrate and host different components of ICMS application.

16. Create and maintain Cognos security by creating required groups, roles, users and permissions that restrict access to ICMS Cognos TM1 models, BI packages, and reports.

17. Maintain stability of application databases and monitor for timely and accurate completion of data processes and scheduled ETL jobs.

18. Resolve help tickets in a timely manner and troubleshoot and resolve any production issues by logging and documenting the issue, root cause, and resolution.

19. Maintenance of Cognos TM1 models, cubes, TI, BI packages, reports, and any other Cognos objects in production.

20. Deployment of the Database, ETL, Cognos TM1 and BI objects between environments following application standards.

21. Scripting and automation techniques to ensure administration, maintenance, and support activities are optimized, repeatable, and sustainable.

22. Participate in steering committee and end user group meetings.

23. Performing off-hour/weekend support for patching and other application maintenance activities.

The AMSS Team will consist of the following Roles:

**Cognos TM1 Maintenance Analyst:**

Candidates for this position are expected to meet the following qualifications:

a. Over 3 years of experience in designing, building, testing, and improving Cognos TM1 cubes and dimensions.

b. Experience developing and optimizing TM1 rules and processes for data transformation.

c. Experience with production support for Cognos TM1 issues and strong troubleshooting skills.

d. Experience in Cognos TM1 and BI server installation, configuration and patch updates.

e. Experience in TM1 10+ and Cognos BI 10+ integration.

f. Experience performing capacity planning.

g. Experience with Cognos security development and maintenance.

h. Experience with administration, troubleshooting, tuning, disaster recovery, security, deployment, installation and configuration of Cognos software.

i. Experience on TM1 server monitoring and performance improvement.

j. Knowledge of TM1 10+ tools (TM1 Architect, Web, Perspective, CAFÉ, Go office, Performance modeler, etc.).

k. Experience in Cognos report development using TM1 as source.

l. Ability to query SQL server databases.

m. Experience working with financial systems.

n. Experience in Cognos BI suite of products will be a plus.

o. Bachelor's degree or equivalent combination of education and experience (Bachelor's degree in data management, computer science, or related field preferred).
Cognos Certification is a major plus.

**Cognos BI Maintenance Analyst:**
Candidates for this position are expected to meet the following qualifications:

a. Over 5 years of experience in Cognos TM1 and BI server Installation, Configuration and patch updates.
b. Experience in TM1 10+ and Cognos BI 10+ integration.
c. Experience performing capacity planning.
d. Strong expertise in administration, troubleshooting, tuning, disaster recovery, security, deployment, installation and configuration of Cognos software.
e. Experience working with financial systems.
f. Experience with Framework Manager Dimensional Modeling, Transformer cube, design, and development.
g. Experience with Cognos BI Product Suite in Report Studio, Analysis Studio, Query Studio, Framework Manager, Transformer.
h. Strong experience in Cognos report development using Cognos BI, Transformer and TM1 cubes as source.
i. Advanced knowledge of SQL.
j. Good analytical and problem solving skills for selecting data tools and resolve DW issues.
k. Bachelor's degree in data management, computer science, or related field preferred or equivalent combination of education and experience.
l. Cognos Certification is a major plus.

**SQL Server ETL Maintenance Analyst:**
Candidates for this position are expected to meet the following qualifications:

a. Experience maintaining documentation and performing day to day tasks related to production.
b. Experience monitoring and being responsible for timely and accurate completion of data processes and scheduled jobs in production.
c. Experience monitoring ETL load schedules, proactively managing issues to ensure ETL schedules achieve required service levels.
d. Experience with Windows and MS SQL Server (2012 and higher) technologies (SSIS, SSAS).
e. Experience with Microsoft’s DW, BI, and reporting tools — SQL Server and complex SSIS packages, including knowledge of best practices and techniques for logging, auditing, error handling, and performance tuning.
f. Experience in creating and optimizing database queries, indexes, stored procedures, triggers, and reports.
g. Experience or knowledge with any of BI tools like Cognos, SSRS, Power BI and Tableau.
h. Excellent analytical and problem solving skills.
i. Bachelor's degree in data management, computer science, or related field preferred or equivalent combination of education and experience.
G. CATEGORY 2 - COGNOS TECHNOLOGY IMPLEMENTATIONS, DEVELOPMENT, AND INTEGRATION SERVICES

Significant work has been done toward developing a deployment strategy, plan, and set of standards that will be used to guide the implementation of the ICMS application. The Contractor will play a significant role in leveraging the established implementation framework and their experience in assisting PANYNJ with the expansion of ICMS application capabilities.

Any Task Order with the word ‘implementation’ is envisioned to be an implementation type effort, where scope will be provided and the selected vendor will generally implement the required specification in the Port Authority’s ICMS application environment. It is currently envisioned, but not guaranteed there will be multiple Task Orders for various Port Authority assets of various sizes over the duration of this program.

The ICMS Implementation Teams are expected to deliver best practice technology implementations, development, and integration. The tasks to be performed by Contractor may include, but are not limited to following:

1. Development and implementation of additional capabilities of ICMS application following industry best practices, standard SDLC processes and all relevant governance and implementation standards or guidelines in effect at the time of Task Order inception.
2. Documentation and modification of use cases, business processes, etc. and requirements as applicable for implementation of Cognos TM1 and BI environments.
3. Conduct workshops to define detailed requirements and configuration requirements based on the latest version of Cognos Program Standards and Templates maintained by the Port Authority;
4. Develop requirements traceability matrix from or modify existing based on existing ICMS Platform requirements traceability matrix as a starting point and making any required adjustments for additions/change/modifications to requirements during discovery and system design;
5. Identify any changes required to master data governance requirements and templates (this includes application tables, domains, organization configuration etc.) and document these within the functional specification.
6. Identify gaps in terms of the selected solution’s ability to meet the Port Authority’s requirements and propose solutions (business process changes, workarounds, and as a last resort custom extension to the core software) to address these gaps;
7. Review of requirements documents and ability to perform fit/gap analysis, for migration to Maximo.
8. Work with the AMSS team to develop the data migration plan and update existing data migration scripts for the implementation.
9. Document the functional specification and identify if there are any departures or additions required to the Port Authority-wide system design standard.
10. Document report and dashboard specifications (mockups) and identify if there are any departures or additions required to the reporting and dashboard specification outlined in the Port Authority-wide system design standard.
11. Consolidate the functional specifications, proposed changes to the master data governance requirements, including the data migration plans, and scripts, highlighting any departures/additions to the Port Authority-wide system design standard, and report and dashboard specification into a consolidated design package.

12. Provide a detailed technical design specification document to be reviewed and approved by the AMSS Team prior to proceeding with development.

13. Perform functional and technical design, code and unit test any required custom extensions to the proposed software solution as approved by the Port Authority that are needed to meet Port Authority requirements;

14. Building and maintaining both executive and end-user understanding and commitment to elements of change management & business process transformation that is required.

15. Creation of communications materials, oral, written, video, etc. as may be appropriate for implementation, operation, training, etc. for the short and long term operational success of Cognos at the Port Authority.

16. Ongoing project management to manage, monitor and track project work activities against the approved baseline scope, schedule and budget; perform project status reporting; maintain project documentation; manage issues log and risk register; and manage contract items.

17. Install or assist system administration team with the installation and administration of SND, including relevant third party components;

18. Perform all the necessary unit testing and test plan development for each implementation.

19. Create and/or update migration packages and scripts to move configuration, customization, reports and data to the centrally controlled corporate build environment.

20. Ensure all relevant project implementation data is prepared and ready to load into the development environment.

21. Work with AMSS team to update migration scripts, configuration and deploy across UAT and PROD environments by providing all required documentation on deployment and maintenance of modules and jobs.

22. Provide input to the AMSS Team to create/update a test plan, testing scenarios and test scripts that ensures comprehensive data validation and testing of the application, integration and reports.

23. Undertake defect resolution to the level prescribed by the AMSS team, and undertake re-testing and bug fixes, as necessary.

24. Provide training on the selected software solution(s) for the project team(s) to help the assigned team members become familiar with the software solution as part of the implementation.

25. Plan for and execute unit testing (testing of individual system functions) including development of detailed system test scripts/use cases and expected results.

26. Plan for and execute integration testing (testing of the integrated solution including all interfaces) including development of detailed integration test scripts/use cases and expected results.
27. Plan for and execute user acceptance testing (testing by end-user community) including development of detailed integration test scripts/use cases and expected results.

28. Manage and execute the cut-over to the production environment upon achievement of the system acceptance criteria defined for each implementation task.

29. Provide go-live implementation support and end user knowledge transfer for users who are either new or have been unable to attend training courses.

30. Perform and prepare system updates for any remaining system defects which have not been sufficiently sensitive to delay implementation, with associated testing, and implementation processes.

31. Plan, coordinate, prepare, and conduct training and instruction for application knowledge transfer to both end-users and system administrative staff.

**The TIIS Team will consist of the following Roles:**

**Cognos TM1 Developer/Implementation Contractor:**
Candidates for this position are expected to meet the following qualifications:

a. Experience developing, implementing & supporting TM1 applications using Cognos TM1 suite of products by acting as SME for Cognos TM1 liaising between IT and business to deliver the client a best fit solution.

b. Experience designing and configuring of Cognos TM1 cube and models including writing rules and formulas.

c. Experience on TM1 backup strategy, TM1 10+ and Cognos BI 10+ integration, TM1 authentication configuration and authorization.

d. Experience on TM1 server monitoring and performance improvement, TM1 Application migration.

e. Knowledge of TM1 10+ tools (TM1 Architect, Web, Perspective, CAFÉ, Go office, Performance modeler etc.).

f. Good SQL, PL/SQL programming skills.

g. Bachelor’s Degree or similar demonstrated experience in Computer Science or related field preferred.

h. Cognos TM1 Certification is a desirable.

i. Demonstrated strong oral and written communication skills.

ej. Ability to work independently as well as within a team & ability to handle multiple priorities.

k. Ability to communicate with non-technical staff and translate their needs into appropriate systems, processes and reports.

**Data Warehouse Developer/Implementation Contractor:**
Candidates for this position are expected to meet the following qualifications:

a. Extensive experience in designing Databases, Data Warehouse/Marts using best practices such as dimensional modelling, Inmon and Kimball methodologies.
b. Extensive experience with Microsoft’s DW, BI, and reporting tools — SQL Server and complex SSIS packages, including knowledge of best practices and techniques for logging, auditing, error handling, and performance tuning.

c. Deep expertise in data architecture, data modeling and data operations.

d. Understanding of data related Azure and cloud technologies and concepts.

e. Ability to extract, merge and analyze data from a wide variety of sources (e.g., relational databases, text and unstructured files, real time and sensor data).

f. Experience designing, coding and automating moderately to complex data extraction, transformation and loading (ETL/ELT) process.

g. Proficient in writing complex SQL scripts and stored procedures to create, update and maintain application database.

h. Experience recognizing, investigating, and resolving data discrepancies and anomalies.

i. Familiarity with static and/or interactive data visualization methods such as Cognos, Power BI or Tableau.

j. Exposure to web services like REST API or SOAP.

k. Some programming experience using XML, ASP.net, C# etc. is preferred.

l. Experience providing data support – serving as a technical resource in resolving client issues related to database or other data issues and Other duties assigned.

m. Ability to work independently as well as within a team & ability to handle multiple priorities.

n. Ability to communicate with non-technical staff and translate their needs into appropriate systems, processes and reports.

o. Bachelor's degree in data management, computer science, or related field preferred or equivalent combination of education and experience.

**BI Developer/Implementation Contractor:**

Candidates for this position are expected to meet the following qualifications:

a. Extensive experience with technology implementation, system integration or development experience with solid understanding of Cognos BI OLAP Architecture and Administration.

b. Experience leading, designing and developing BI solutions using Cognos or Microsoft SSRS, SSAS or Power BI technologies.

c. Experience with Framework Manager Dimensional Modeling, Transformer cube, Design, and Development.

d. Experience in dashboard and report development using Cognos.

e. Experience with Cognos BI (Preferably 10.2.2) and/or Microsoft SSRS, SSAS or POWER BI.

f. Experience in scripting / SDK to extend Cognos Capabilities.

g. Advanced knowledge of structured query language (SQL).

h. Bachelor's degree in data management, computer science, or related field preferred or equivalent combination of education and experience.

i. Cognos Certification and/or other BI Certifications is a major plus.
ENTRY OF PRICES:

a. The prices quoted shall be written in figures, in ink, preferably in black ink where required in the spaces provided on the Pricing Sheet(s) attached hereto and made a part hereof. Prices must be quoted in United States Dollars. All figures inserted will be interpreted as being quoted in United States Dollars.

b. All Proposers 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). Proposers are advised that the Items on the Pricing Sheet(s) correspond to the required services set forth in the Specifications hereunder.

d. Proposers 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 Proposals without checking them for mathematical errors or omissions, (2) reject Proposals that contain or appear to contain errors or omissions, and (3) supply corrections to Proposals that contain or appear to contain mathematical errors and omissions.

e. The Maximum hourly rate provided will be used to facilitate the comparisons of Proposals and shall be the maximum rates chargeable by Proposers in the event they are selected for the call-in program.
## HOURLY RATE PRICE SHEET FOR
### CATEGORY 1 - APPLICATION MAINTENANCE AND SUPPORT SERVICES

<table>
<thead>
<tr>
<th>Technical Skill /Specialty</th>
<th>Maximum Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cognos TM1 Maintenance Analyst</td>
<td>$________________ per hour</td>
</tr>
<tr>
<td>Cognos BI Maintenance Analyst</td>
<td>$________________ per hour</td>
</tr>
<tr>
<td>SQL Server ETL Maintenance Analyst</td>
<td>$________________ per hour</td>
</tr>
</tbody>
</table>
# Hourly Rate Price Sheet for Category 2 - Technical Implementations Development, and Integration Services

<table>
<thead>
<tr>
<th>Technical Skill / Specialty</th>
<th>Maximum Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cognos TM1 Developer/Implementation Contractor</td>
<td>$_________________ per hour</td>
</tr>
<tr>
<td>Data Warehouse Developer/Implementation Contractor</td>
<td>$_________________ per hour</td>
</tr>
<tr>
<td>BI Developer/Implementation Contractor</td>
<td>$_________________ per hour</td>
</tr>
</tbody>
</table>
ATTACHMENT G

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GENERAL CONTRACT PROVISIONS

1. GENERAL AGREEMENT
The undersigned (hereinafter referred to as the "Contractor" or “you”) agrees to provide, and The Port Authority of New York and New Jersey (hereinafter referred to as the "Authority") agrees to accept to provide all the necessary supervision, personnel, equipment, materials and all other things necessary to perform the Services required by this Contract as more fully set forth in the Scope of Work attached hereto and made a part hereof. The Scope of Work requires the doing of all things necessary or proper for or incidental to the requirements as set forth in the Scope of Work. All things not expressly mentioned in the Scope of Work but involved in carrying out their intent are required by the Scope of Work and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

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

Authority or Port Authority - means the Port Authority of New York and New Jersey.

Contract, Document or Agreement - 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 by an authorized member of the Procurement Department.

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

Director - means 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.

Facility - Port Authority Facility located at 2 Montgomery Street, Jersey City, NJ 07302

Project Manager (or Manager) - means the individual with day-to-day responsibility for managing the project on behalf of the Port Authority. The Project Manager will be James Mernin or his designee.

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 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.

**Services or Work** - 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, as set forth in the Scope of Work.

**Specifications** - mean all requirements of this RFP, technical and otherwise, for the performance of the Scope of Work and services hereunder.

**Holidays**: The following legal holidays will be observed at Port Authority offices and facilities:

- New Year’s Day
- Martin Luther King, Jr. Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran’s Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

Do not perform any Work unless authorized by the Authority on these days.

**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.

(e) Month - unless otherwise specified, means a calendar month.

**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:

- The principal place of business must be located in New York or New Jersey;
The firm must have been in business for at least three years with activity;

Average gross income limitations by industry as established by the Port Authority.

Subcontractor - 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.

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

Women-owned Business Enterprise (WBE) - shall mean 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.

Work Day- unless otherwise specified, means a day between Monday and Friday with Monday and Friday included.

3. GENERAL PROVISIONS

A. Under no circumstances shall you or your subcontractors communicate in any way with any department, board, agency, commission, or other organization or any person whether governmental or private in connection with the services to be performed hereunder except upon prior written approval and instructions of the Director, provided, however, that data from manufacturers and suppliers of materials, devices and equipment shall be obtained by you when you find such data necessary unless otherwise instructed by the Authority.

B. Any services performed for the benefit of the Authority at any time by you or on your behalf, even if expressly and duly authorized by the Authority, shall be deemed to be rendered under and subject to this Agreement (unless referable to another expressly written, duly executed agreement by the same parties), whether such additional services are performed prior to, during or subsequent to the services described herein, and no rights or obligations shall arise out of such additional services except as provided under this Agreement.

C. The Contractor shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations of the Port Authority now in effect, and such further rules and regulations which may from time to time during the effective period of this Contract, be promulgated by the Port Authority for reasons of safety, health, preservation of property, or maintenance of a good and orderly appearance of the Facilities, or for the safe and efficient operation of the Facilities. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Contractor of every rule and regulation hereafter adopted by it.
D. This Contract does not constitute the Contractor as an agent or representative of the Port Authority for any purpose whatsoever. The Contractor shall perform all services hereunder as an independent Contractor and the Contractor, its officers, and employees shall not be deemed to be agents, servants, employees or “special employees” of the Port Authority.

4. INTELLECTUAL PROPERTY

A. Except as provided below: as between the Port Authority and the Contractor all process flows, codes including, but not limited to scripts, programs, routines, processes, procedures, documentation, estimates, reports, records, data, charts, documents, models, designs, renderings, drawings, specifications, photographs, computations, computer tapes or discs, and other documentation of any type whatsoever, whether electronic or in the form of writing, figures or delineations, which are prepared or compiled in connection with this Agreement, shall become the exclusive property of the Authority, and the Authority shall have the exclusive 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 for herein. With regard to training manuals or any other knowledge transfer documentation, communication or presentation prepared under this Agreement the Authority shall expressly have the right to use, alter and reproduce including electronically, said manuals for its internal business purposes. The Contractor hereby warrants and represents that the Authority will have at all times the ownership and rights provided for in the immediately preceding sentence free and clear of all claims of third persons whether presently existing or arising in the future and whether presently known to either of the parties to this Agreement or not. Any information given to the Port Authority before, with or after submission of the Agreement on Terms of Discussion, either orally or in writing, is not given in confidence and may be used, or disclosed to others, for any purpose at any time without obligation or compensation and without liability of any kind whatsoever except as otherwise set forth in the Agreement On Terms Of Discussion.

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.

B. All preexisting information or documentation including computer programs or code including source code, of the Contractor, utilized by the Contractor hereunder in the performance of his services hereunder shall be deemed licensed to the Authority for the duration and purposes of this agreement, but shall remain the property of the Contractor.

C. 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.

D. Third party software not specially prepared for the purpose of this agreement but utilized by the Contractor hereunder in the performance of his services hereunder shall be licensed to the Contractor and the Authority for the duration and purposes of this agreement but shall remain the property of said third party.
E. The above-described software shall be furnished by the Contractor without additional compensation.

5. PROPRIETARY RIGHTS IN SUBJECT MATTER NOT WITHIN THE INTELLECTUAL PROPERTY CLAUSE

If in accordance with this Contract the Contractor furnishes research, development or consultative services in connection with the performance of the Work and if in the course of such research, development, or consultation patentable or copyrightable subject matter or trade secrets or other proprietary matter is produced by the Contractor, its officers, agents, employees, subcontractors, or suppliers, not custom software, and not covered under clause 6 entitled Intellectual Property, the Authority shall have, without cost or expense to it, an irrevocable, non-exclusive, royalty-free license to make, have made, and use, either itself or by anyone on its behalf, such subject matter in connection with any activity now or hereafter engaged in or permitted by the Authority. Promptly upon request by the Authority, the Contractor shall furnish or obtain from the appropriate person a form of license satisfactory to the Authority, but it is expressly understood and agreed that as between the Contractor and the Authority the license herein provided for shall nevertheless arise for the benefit of the Authority immediately upon the production of said subject matter and shall not await formal exemplification in a written license agreement as provided for above. Such license may be transferred by the Authority to its successors, immediate or otherwise, in the operations of or ownership of any facility now or hereafter operated by the Authority or the Authority but such license shall not be otherwise transferable.

The right of the Authority as well as the Contractor to use all patented material, compositions of matter, manufactures, apparatus, appliances, processes of manufacture or types of construction as well as any copyrightable matter, trade secrets or other proprietary matters, shall be obtained by the Contractor without separate or additional compensation whether the same is patented or copyrighted before, during or after the performance of the Work.

6. INDEMNITY IN REGARD TO INFRINGEMENT MATTER

The Contractor shall indemnify the Authority against and save it harmless from all loss and expense incurred in the defense, settlement or satisfaction of any claims in the nature of patent, copyright, or other proprietary rights infringement arising out of or in connection with the Authority’s use, in accordance with the preceding clause of such patentable subject matter or patented material, compositions of matter, manufactures, apparatus, appliances, processes of manufacture or types of construction, or copyrighted matter or other matter protected as intellectual property. If requested by the Authority and if notified promptly in writing of any such claims, the Contractor shall conduct all negotiations with respect to and defend such claim without expense to the Authority. If the Authority be enjoined from using any of the facilities which form the subject matter of this Contract, and as to which the Contractor is to indemnify the Authority against proprietary rights claims, the Authority may, at its option and without thereby limiting any other right it may have hereunder or at law or in equity, require the Contractor to supply, temporarily or permanently, facilities not subject to such injunction and not infringing any proprietary rights and if the Contractor shall fail to do so, the Contractor shall, at its expense, remove all such facilities and refund the cost thereof to the Authority and otherwise equitably adjust compensation and take such steps as may be necessary to ensure compliance by the Authority with such injunction, to the satisfaction of the Authority.

The Contractor shall promptly and fully inform the Director of any claims or disputes for infringement or otherwise, whether existing or potential, of which it has knowledge relating to any
Intellectual Property used, developed or licensed in connection with the performance of the Work or otherwise in connection with this Contract.

7. **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.

8. **COMPLIANCE WITH WEB SITE TERMS OF USE AND PRIVACY POLICIES**

Subject to all of the provisions of this Contract including, without limitation, the obligations of the Contractor under the section hereof entitled “Indemnification,” the Contractor shall, and shall compel its employees, agents and subcontractors, to strictly abide by and comply with the policies established by the Authority governing the use of the Authority’s web sites as set forth in the Authority web sites Terms of Use and Privacy Statement as the same may be supplemented or amended. The Contractor shall immediately implement all procedures in connection with such policies and in furtherance thereof as directed by the Authority.

9. **TIME IS OF THE ESSENCE**

The Contractor's obligations for the performance and completion of all work within the time or times provided for in this Contract are of the essence of this Contract.

10. **FINAL PAYMENT**

After satisfactory completion of all services required hereunder, and upon receipt from the Contractor of such information as may be required, the Director shall certify in writing to the Contractor the total compensation earned by the Contractor.

If so required, the Contractor shall thereupon furnish to the Authority a detailed sworn statement of all claims, just and unjust, of subcontractors, materialmen and other third persons then outstanding which he has reason to believe may thereafter be made on account of the services provided under this Agreement.

Within thirty days after issuance of such certificate of total compensation earned (or within thirty days after receipt of the documents provided for in the immediately preceding paragraph, if required and if such date is later), the Port Authority shall pay to the Contractor by check the amount stated.
in said certificate, less all other payments and advances whatsoever to or for the account of the Contractor. All prior estimates and payments shall be subject to correction in this payment, which is throughout this Agreement called the Final Payment.

The acceptance by the Contractor, or by anyone claiming by or through him, of the Final Payment shall be and shall operate as a release to the Authority of all claims 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 Authority and others relating to or arising out of the this contract, including claims arising out of breach of the contract and claims based on claims of third persons.

The Contractor's agreement as provided in the immediately preceding paragraph shall be deemed to be based upon the consideration forming part of this Contract as a whole and not to be gratuitous; but in any event even if deemed gratuitous and without consideration, such agreement as provided in the immediately preceding paragraph shall nevertheless be effective. Such release shall include all claims, whether or not in litigation and even though still under consideration by the Authority.

Such release shall be effective notwithstanding any purported reservation of right by the Contractor to preserve such claim. The acceptance of any check designated as "Final Payment" or bearing any similar designation shall be conclusively presumed to demonstrate the intent of the Contractor that such payment was intended to be accepted as final, with the consequences provided in this numbered clause, notwithstanding any purported reservation of rights.

The Contractor agrees that he shall not be entitled to, and hereby waives any right he might otherwise have to, and shall not seek any judgment whether under this Contract or otherwise for any such Final Payment or for an amount equivalent thereto or based thereon, or for any part thereof, if such judgment would have the effect of varying, setting aside, disregarding or making inapplicable the terms of this numbered clause or have the effect in any way of entitling the Contractor to accept such Final Payment or an amount equivalent thereto or based thereon or any part thereof other than in the same fashion as a voluntary acceptance of a Final Payment subject to all the terms of this Contract including this numbered clause, unless and until the Contractor should obtain a judgment on any claim arising out of or in connection with this Contract (including a claim based on breach of contract) for an amount not included in said Final Payment.

11. DEFAULT, REVOCATION OR SUSPENSION OF CONTRACT

A. If one or more of the following events shall occur:
   1. If fire or other event shall destroy all or a substantial part of the Facility, asset or infrastructure necessary to perform the Scope of Work.

   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 therein;

   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 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.

12. WITHHOLDING OF PAYMENT

If (1) the Contractor fails to perform any of its obligations under this Contract or any other agreement between the Authority and the Contractor (including his obligation to the Authority to pay any claim lawfully made against him by any materialman, subcontractor or workman or other person which
arises out of or in connection with the performance of this Contract or any other agreement with the Authority or (2) any claim (just or unjust) which arises out of or in connection with this Contract or any other agreement between the Authority and the Contractor is made against the Authority or (3) any subcontractor under this Contract or any other agreement between the Authority and the Contractor fails to pay any claims lawfully made against him by any materialman, subcontractor, workman or other third person which arises out of or in connection with this Contract or any other agreement between the Authority and the Contractor or if in the opinion of the Authority any of the aforesaid contingencies is likely to arise, then the Authority shall have the right, in its discretion, to withhold out of any payment (final or otherwise and even though such payment has already been certified as due) such sums as the 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 protect it against delay or loss or to satisfy such claims. All sums so applied shall be deducted from the Contractor's compensation. Omission by the 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 Authority does not intend to exercise its right with respect to such contingency. Neither the above provisions for rights of the Authority to withhold and apply monies nor any exercise or attempted exercise of, or omission to exercise, such rights by the Authority shall create any obligation of any kind to such materialman, subcontractors, workman or other third persons.

Until actual payment to the Contractor, its right to any amount to be paid under this Contract (even though such amount has already been certified as due) shall be subordinate to the rights of the Authority under this clause.

13. CONTRACTOR PERSONNEL STANDARDS OF PERFORMANCE

The Contractor shall furnish sufficiently trained management, supervisory, technical and operating personnel to perform the services required of the Contractor under this Contract. If, in the opinion of the Director, any of the Contractor’s personnel are not satisfactory in the performance of services to be furnished hereunder, the Contractor shall remove such personnel and replace them with personnel satisfactory to the Director.

At the time the Contractor is carrying out its operations there may be other persons working physically in the vicinity or in the same logical or technical infrastructure. The Contractor shall so conduct its operations as to work in harmony and not endanger, interfere with or delay the operations of others, all to the best interests of The Authority and others and as may be directed by the Director.

14. 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.

15. 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 pose 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 and Confidentiality 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 and confidentiality 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 of 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.

  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 Port Authority or its designee to perform background checks, and a personal identity verification check. Such authorization shall be in a form acceptable to the Port Authority. The Contractor and subcontractors may also be required to use an organization designated by the Port Authority to perform the background checks.

  In accordance with the Port Authority’s Information Security Handbook, background screening is required when a person has an established need to know or has access to any one of the following types of information or physical locations:

  1) Confidential Privileged Information
  2) Confidential Information related to a security project and/or task
  3) Secure Area of an Authority or PATH facility
  4) Mission critical system
The Contractor shall perform background checks through the Port Authority’s personnel assurance program provider. The Secure Worker Access Consortium (S.W.A.C.) is the only Port Authority approved provider to be used to conduct background screening and personal identity verification, except as otherwise required by federal law and/or regulation (such as Security Identification Display Area (SIDA), the federal regulatory requirements for personnel performing Work at aviation facilities). Information about S.W.A.C., instructions, corporate enrollment, online applications, and location of processing centers is located at http://www.secureworker.com, or S.W.A.C. may be contacted directly at (877) 522-7922 for more information and the latest pricing. The cost for said background checks for staff that pass and are granted a credential may be reimbursable to the Contractor (and its subcontractors) as an out-of-pocket expense as provided herein. Costs for background checks for staff that are rejected for a credential for any reason are not reimbursable.

• Issuance of Photo Identification Credential

No person shall be permitted on or about the Port Authority construction sites or facilities (including rental spaces) without a facility-specific photo identification credential approved by the Port Authority. If the Port Authority requires facility-specific identification credentials for the Contractor and the subcontractor’s staff, the Port 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 Port Authority and shall be returned to the Port 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 subcontractors to immediately report to the Port Authority the loss of any staff member’s individual facility-specific identification credential. The Contractor or subcontractor will 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 Port 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, un laminated social security card for identity 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 subcontractor shall be completed prior to being provided a Photo Identification credential by the personnel assurance program provider.

If any questions should arise as to when a Personnel Assurance Program background check is required, the Port Authority Manager or contract administrator should be contacted for assistance.

• 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 Handbook can be obtained at: http://www.panynj.gov/business-opportunities/pdf/Corporate-Information-Security-Handbook.pdf.

- 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.

16. INSURANCE PROCURED BY THE CONTRACTOR

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The Contractor and its subcontractor(s) shall take out, maintain, and pay the premiums on Commercial General Liability Insurance, for the life of the Contract and such Insurance and shall be written on an ISO occurrence form CG 00 01 0413 or its equivalent covering the obligations assumed by the Contractor under this Contract including but not limited to premise operations, products and 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.
Professional Liability / Cyber and Technology Errors and Omissions - $5 million per claim and in the annual aggregate and including cyber liability coverage for (i) liability arising from theft, dissemination and/or use of confidential information stored or transmitted in electronic form, and (ii) liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer’s or third person’s computer, computer system, network or similar computer-related property and the data, software and programs stored thereon, including product liability; advertising liability with the broadest coverage available; media liability coverage, coverage for copyright infringement, defamation, trademark violations. Such policy shall contain a 5 years extended reporting period option and shall be primary and non-contributory.

The insurance shall be written on an occurrence basis, as distinguished from a “claims made” basis, and shall not include any exclusions for “action over claims” (insured vs. insured) and minimally arranged to provide and encompass at least the following coverages:

- Contractual Liability to cover liability assumed under the Contract;
- Independent Contractor’s Coverage;
- Premise-Operations, Products and Completed Operations Liability Insurance;
- The insurance coverage (including primary, excess and/or umbrella) hereinafter afforded by the Contractor and all subcontractor(s) shall be primary insurance and non-contributory with respect to the additional insureds;
- Excess/umbrella policies shall “follow form” to the underlying policy;
- Excess/umbrella policies shall have a liberalization clause with drop down provision;
- To the extent any coverage the Contractor and subcontractor(s) obtains and/or maintains under this Contract contains “Other Insurance” language or provisions, such language or provisions shall not be applicable to the additional insureds or to any insurance coverage maintained by the additional insureds;
- All insurance policies shall include a waiver of subrogation, as allowed by law, in favor of the additional insureds;
- Defense costs must be outside of policy limits. Eroding limits policies are not permitted;
- In the event the Contractor and/or its subcontractors obtains and/or maintains insurance in an amount greater than the minimum limits required under this Contract, then the full limits of that insurance coverage will be available to respond to any claim asserted against the additional insureds that arises out of or is in any way connected with this Contract;
- Additional insureds coverage shall not be restricted to vicarious liability unless required by controlling law.

In addition, the liability policy (ies) shall be written on a form at least as broad as ISO Form CG 20 10 10 01 (for ongoing operations work) together with ISO Form CG 20 37 10 01 (for completed operations work) or their equivalent and endorsed to and name “The Port Authority of New York and New Jersey and its related entities, their Commissioners, Directors, Superintendents, officers, partners, employees, agents, their affiliates, successors or assigns” Silverstein Properties Inc, Silverstein 2/3/4 WTC Redevelopment LLC, WTC Redevelopment LLC, World Trade Center Properties LLC, 4 World Trade Center LLC, Lessees Association of the World Trade Center, WTC Management and Development LLC, Silverstein WTC Mgmt. Co. LLC, Silverstein WTC Mgmt. Co. 11 LLC, Silverstein WTC Properties LLC, Silverstein WTC Management and Development LLC, Silverstein WTC LLC, WTC Investors LLC, 4 WTC Holdings LLC, WTC Investors Management and Development LLC, World Trade Center
Holdco LLC and 4 WTC Mezz LLC as Insured (as defined in the policy or in an additional insured endorsement amending the policy’s “Who is An Insured” language as the particular policy may provide). The “Insured” shall be afforded coverage and defense as broad as if they are the first named insured and regardless of whether they are otherwise identified as additional insureds under the liability policies, including but not limited to premise-operations, products-completed operations on the Commercial General Liability Policy. Such additional insureds status shall be provided regardless of privity of contract between the parties. The liability policy (ies) and certificates of insurance shall contain separation of insured and severability of interests clauses for all policies so that coverage will respond as if separate policies were in force for each insured. An act or omission of one of the insureds shall not reduce or void coverage to the other insureds. The Contractor is responsible for all deductibles or losses not covered by insurance. Furthermore, any insurance or self-insurance maintained by the above additional insureds shall not contribute to any loss or claim.

If any of the Work is to be done on or at Port Authority facilities by subcontractors and, if the Contractor requires its subcontractors to procure and maintain such insurance in the name of the Contractor, then such insurance as is required herein shall include and cover the additional insureds and it must have insurance limits not lower than those set forth by the Port Authority herein, along with all the insurance requirements in this section known as “Insurance Procured by the Contractor”.

All insurance coverage shall be provided by the Contractor and/or by or for any of its subcontractors at no additional expense to the Port Authority and its related entities. A copy of this section titled “Insurance Procured by the Contractor” shall be given to your insurance agent and subcontractors and shall form a part of the covered contract or subcontract for insurance purposes in furtherance of the insurance requirements under this Contract.

Further, it is the Contractor’s responsibility to maintain, enforce and ensure that the type of coverages and all limits maintained by it and any of all subcontractors are accurate, adequate and in compliance with the Port Authority requirements; and the Contractor is to retain a copy of its subcontractors’ certificates of insurance. All certificates of insurance shall be turned over to the Port Authority prior to the start of work, including subcontractors’ work, and upon completion of the Contract.

The Contractor, its subcontractors, and its insurers 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 and its subcontractor(s) 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 per each accident.

Each policy above shall contain an endorsement that the policy may not be canceled, terminated, or modified without thirty (30) days’ prior written notice to the Port Authority Att: Facility Contract Administrator, at the location where the work will take place with a copy to the General Manager, Risk Finance.
The Port Authority may, at any time during the term of this Contract, change or modify the limits and coverages of insurance. Should the modification or change result in an additional premium, the General Manager, Risk Finance 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 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), including, but not limited to, the cancellation notice endorsement and stating the contract number prior to the start of work. The Contractor is also responsible for maintaining and conforming to all insurance requirements from the additional insureds and their successors or assigns. The General Manager, Risk Finance 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 Finance, 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 the Contractor and all subcontractors shall suspend performance of the Contract at the premises until a satisfactory insurance policy (ies) and certificate of insurance is provided to and approved by Risk Finance, unless the Facility or Project Manager directs the Contractor, in writing, to continue to performing work under the Contract. If the Contract is so suspended, no extension of time shall be due on account thereof.

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

Failure by the Contractor to meet any of the insurance requirements, including the requirement that the Port Authority be afforded the full extent of the insurance obtained under this Contract without limitation, shall be deemed a material breach of contract and may be a basis for termination of this Contract by the Port Authority.

The requirements for insurance procured by the Contractor and subcontractor(s) 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 Port Authority as to the adequacy of the insurance necessary to protect the Contractor against the obligations imposed on it by law or by this or any other contract.

17. ASSIGNMENTS AND SUBCONTRACTS

Any assignment or other transfer by the Contractor of this Contract or any part hereof or of any of his rights hereunder or of any monies due or to become due hereunder and any delegation of any of his duties hereunder without the express written consent of the Director shall be void and of no effect.
as to the Authority, provided, however, that the Contractor may subcontract portions of the Work to such persons as the Director, may, from time to time, expressly approve in writing. For each individual, partnership or corporation proposed by the Contractor as a subcontractor, the Contractor shall submit to the Authority a certification or, if a certification cannot be made, a statement by such person, partnership or corporation to the same effect as the certification or statement required from the Contractor pursuant to the clauses of the “Integrity” Section entitled “Certification of No Investigation 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 Fee”. All further subcontracting by any subcontractor shall also be subject to such approval of the Director.

No consent to any assignment or other transfer, and no approval of any subcontractor, shall under any circumstances operate to relieve the Contractor of any of his obligations; no subcontract, no approval of any subcontractor and no act or omission of the Authority or the Director shall create any rights in favor of such subcontractor and against the Authority; and as between the Authority and the Contractor, all assignees, subcontractors, and other transferees shall for all purposes be deemed to be agents of the Contractor. Moreover, all subcontractors and all approvals of subcontractors, regardless of their form, shall be deemed to be conditioned upon performance by the subcontractor in accordance with this Contract; and if any subcontractor shall fail to perform the Contract to the satisfaction of the Director, the Director shall have the absolute right to rescind his approval forthwith and to require the performance of the Contract by the Contractor personally or through other approved subcontractors.

18. CERTAIN CONTRACTOR'S WARRANTIES

The Contractor represents and warrants:

A. That it is financially responsible and experienced in, and competent to perform this Contract; that no representation, promise or statement, oral or in writing, has induced it to submit its Proposal, saving only those contained in the papers expressly made part of this Contract; that the facts stated or shown in any papers submitted or referred to in connection with his Proposal 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, 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 investigations was adequate;

A. 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;

B. That no Commissioner, officer, agent or employee of the 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 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, existence or location of materials, structures, obstructions, utilities or conditions, which may be encountered at the installation sites; (3) the
nature, quantity, quality or size of the materials, equipment, labor and other facilities needed for
the performance of this Contract; (4) the general or local conditions which may in any way affect
this Contract or its performance; (5) the price of the Contract; or (6) any other matters, whether
similar to or different from those referred to in (1) through (5) 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.

F. That, notwithstanding any requirements of this Contract, any inspection or approval of the
Contractor’s services by the Authority, or the existence of any patent or trade name, the
Contractor nevertheless warrants and represents that the services and any intellectual property
supplied to the Authority hereunder shall be of the best quality and shall be fully fit for the
purpose for which they are to be used. The Contractor unconditionally guarantees against
defects or failures of any kind, including defects or failures in design, workmanship and
materials, excepting solely defects or failures which the Contractor demonstrates to the
satisfaction of the Authority have arisen solely from accident, abuse or fault of the Authority
occurring after issuance of Final Payment hereunder and not due to fault on the Contractor’s
part. In the event of defects or failures in said services, or any part thereof, then upon receipt of
notice thereof from the Authority, the Contractor shall correct such defects or failures as may
be necessary or desirable, in the sole opinion of the Authority, to comply with the above
guaranty.

Moreover, the Contractor accepts the conditions at the sites of 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 Scope of Work or any other part of the Contract is intended as or shall constitute
a representation by the Authority as to the feasibility of performance of this Contract or any part
thereof. Moreover, the Authority does not warrant or represent either by issuance of the Scope
of Work or by any provision of this Contract as to time for performance or completion or
otherwise that the Contract may be performed or completed by the times required herein or by
any other times.

The Contractor further represents and warrants that it was given ample opportunity and time and
by means of this paragraph was requested by the Authority to review thoroughly all documents
forming this Contract prior to execution of 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 clause (though not only such
provisions) are essential to the Authority’s consent to enter into this Contract and that without
such provisions; the Authority would not have entered into this Contract.

19. RIGHTS AND REMEDIES OF THE AUTHORITY

The Authority shall have the following rights in the event the Director shall deem the Contractor
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 other Contractors;
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 other 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 Authority indicating that he cannot or will not perform any one or more of his obligations under this Contract; any act or omission of the Contractor or any other occurrence which makes it improbable at the time that he will be able to perform any one or more of his 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 he will be able to perform any one or more of his obligations under this Contract; any false certification at any time by the Contractor as to any material item certified pursuant to the clauses hereof entitled “Certification of No Investigation (Criminal or Civil Anti-Trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Required Information” and “Non-Collusive Bidding and Code of Ethics Certification; Certification of No Solicitation Based on Commission, Percentage, Brokerage, Contingent or Other Fee”, or the willful or fraudulent submission of any signed statement pursuant to such clauses which is false in any material respect; or the Contractor’s incomplete or inaccurate representation of its status with respect to the circumstances provided for in such clauses.

The enumeration in this numbered clause or elsewhere in this Contract of specific rights and remedies of The 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 stop it from exercising such other rights or remedies.

Neither the acceptance of the work or any part thereof, nor any payment therefor, nor any order or certificate issued under this Agreement or otherwise issued by the Authority, or any officer, agent or employee of the Authority, nor any permission or direction to continue with the performance or work, nor any performance by the authority of any of the Contractor's duties or obligations, nor any aid provided to the Contractor by the Authority in his performance of such duties or obligations, nor any other thing done or omitted to be done by the Authority, its Commissioners, officers, agents or employees shall be deemed to be a waiver of any provision of this agreement or of any rights or remedies to which the Authority may be entitled because of any breach hereof, excepting only a resolution of its Commissioners, providing expressly for such waiver. No cancellation, rescission or annulment hereof, in whole or as to any part of the work, because of any breach hereof, shall be deemed a waiver of any money damages to which the Authority may be entitled because of such breach. Moreover, no waiver by the Authority of any breach of this Agreement shall be deemed to be a waiver of any other or any subsequent breach.

20. 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 Authority, the Contractor expressly agrees that no
default, act or omission of the Authority shall constitute a material breach of this Contract, entitling him to cancel or rescind it or (unless the Director shall so direct) to suspend or abandon performance.

21. **TAX EXEMPTIONS**

Purchases of services and tangible personal property by the Port Authority are exempt from New York and New Jersey state and local sales and compensating use taxes. (Sales Taxes). Therefore, the Port Authority's purchase of the Contractor's services under this Contract is exempt from Sales Taxes. Accordingly, the Contractor must not include Sales Taxes in the price charged to the Port Authority for the contractor's services under this Contract.

22. **TITLE TO EQUIPMENT**

Title to all equipment to be furnished hereunder by the Contractor shall be transferred to the Authority upon its delivery to the installation site.

The Contractor shall furnish such bills of sale and affidavits of title as the Authority shall reasonably request.

23. **NOTICE REQUIREMENTS**

No claim against the Authority shall be made or asserted in any action or proceeding at law or in equity, and the Contractor shall not be entitled to allowance of such claim, unless the Contractor shall have complied with all requirements relating to the giving of written notice and of information with respect to such claim as provided in this clause. The failure of the Contractor to give such written notice and information as to any claim shall be conclusively deemed to be a waiver by the Contractor of such claim, such written notice and information being conditions precedent to such claim. As used herein “claim” shall include any claim arising out of this agreement (including claims in the nature of breach of contract or fraud or misrepresentation before or subsequent to execution of this Agreement and claims of a type which are barred by the provisions of this agreement) for damages, payment or compensation of any nature or for performance of any part of this Agreement.

The requirements as to the giving of written notice and information with respect to claims shall be as follows:

A. In the case of any claims for which requirements are set forth elsewhere in this Agreement as to notice and information, such requirements shall apply.

B. In the case of all other types of claims, notice shall have been given to the Director, as soon as practicable, and in any case within forty eight (48) hours after occurrence of the act, omission, or other circumstances upon which the claim is or will be based, stating as fully as practicable at the time all information relating thereto. Such information shall be supplemented with any further information as soon as practicable after it becomes or should become known to the Contractor, including daily records showing all costs which the Contractor may be incurring or all other circumstances which will affect any claim to be made which records shall be submitted to the Authority.

The above requirements for notices and information are for the purpose of enabling the Authority to avoid waste of public funds by affording it promptly the opportunity to cancel or revise any order, change its plans, mitigate or remedy the effects of circumstances giving rise to
a claim or take such other action as may seem desirable and to verify any claimed expense or circumstance as they occur and the requirements herein for such notice and information are essential to this Agreement and are in addition to any notice required by statute with respect to suits against the Authority.

The above referred to notices and information are required whether or not the Authority is aware of the existence of any circumstances which might constitute a basis for a claim and whether or not the Authority has indicated it will consider a claim.

No, act, omission or statement of any kind shall be regarded as a waiver of any of the provisions of this clause or may be relied upon as such waiver except only either a written statement signed by the Executive Director of the Authority or a resolution of the Commissioners of the Authority expressly stating that a waiver is intended as to any particular provision of this clause, and more particularly, no discussion, negotiation, consideration, correspondence or requests for information with respect to a claim by any Commissioner, officer, employees or agent of the Authority shall be construed as a waiver of any provision of this clause or as authority or apparent authority to effect such a waiver.

Since merely oral notice or information may cause disputes as to the existence or substance thereof, and since notice, even if written, to other than the Authority representative above designated to receive it may not be sufficient to come to the attention of the representative of the Authority with the knowledge and responsibility of dealing with the situation, only notice and information complying with the express provisions of this clause shall be deemed to fulfill the Contractor's obligation under this Agreement.

24. SERVICE OF NOTICES ON THE CONTRACTOR

Whenever provision is made in this Contract for the giving of any notice to the Contractor, its deposit in any post office box, enclosed in a postpaid wrapper addressed to the Contractor at his/her office, or its delivery to his/her office, shall be sufficient service thereof as of the date of such deposit or delivery, except to the extent, if any, otherwise provided in the clause entitled "Submission to Jurisdiction". Until further notice to the Authority the Contractor's office will be that stated in his/her Proposal. Notices may also be served personally upon the Contractor; or if a corporation, upon any officer, director or managing or general agent; or if a partnership upon any partner.

25. NO THIRD PARTY RIGHTS

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

26. 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, Directors, agents, servants, officers, representatives and employees from and against all claims and demands, just or unjust, of third persons (including Contractor’s agents, servants, officers, representatives and employees) arising out of or in any way connected to 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 out of or are in any way connected to the Contractor’s operations or to its performance of work under this Contract, or arise out of the acts, omissions or negligence of the Contractor, the Port Authority, its Commissioners, Directors, agents, servants, officers, representatives or employees, third persons (including Contractor’s agents, servants, officers, representatives and employees), 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 out of or are in any way connected to the Contractor’s operations or to its performance of work under this Contract, or arise out of acts or omissions (negligent or not) of the Contractor, the Port Authority or third persons (including agents, servants, officers, representatives, Commissioners, Directors and employees of the Port Authority and the Contractor) 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 (negligent or not) 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 claims, 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 whether just or unjust of third persons (including agents, servants, officers, representatives, Commissioners, Directors and employees of the Port Authority and the Contractor) arising or alleged to arise out of or in connection with the Contractor’s operations or its 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.

27. **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 any injuries to persons or damage to property or
environmental impairment arising out of its operations.

28. **PORT AUTHORITY TECHNOLOGY STANDARDS AND
GUIDELINES AND SUPPLEMENTAL GUIDELINES FOR THE PORT
AUTHORITY TECHNOLOGY SERVICES DEPARTMENT**

The Contractor and any subcontractors shall follow the Port Authority Technology Standard and
Guidelines and the Supplemental Guidelines for the Port Authority Technology Services
Department attached hereto and made a part hereof, and shall comply with any updates to or changes
in best practices related to such Standards and Guidelines.

29. **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.

30. **APPLICABLE LAW**

This Contract shall be construed in accordance with the laws of the State of New York. The
Contractor hereby consents to the exercise by the courts of the States of New York and New Jersey
of jurisdiction in personam over it with respect to any matter arising out of or in connection with
this Contract and waives any objection to such jurisdiction which it might otherwise have; and the
Contractor agrees that mailing of process by registered mail addressed to it at the address of the Contractor set forth in the Proposal, shall have the same effect as personal service within the States of New York or New Jersey upon a domestic corporation of said State.

31. **AUTHORITY OF THE DIRECTOR**

Inasmuch as the public interest requires that the Project to which this Contract relates shall be performed in the manner which the Authority, acting through the Director deems best, the Director shall have absolute authority to determine what is or is not necessary or proper for or incidental thereto and the Specifications shall be deemed merely the Director’s present determination on this point. In the exercise of this authority, the Director shall have power to alter the Specifications, to require the performance of Work not required by them in their present form, even though of a totally different character from that not required, and to vary, increase and diminish the character, quantity and quality of, or to countermand any Work now or hereafter required. If at any time it shall be, from the viewpoint of the Authority, impracticable or undesirable in the judgment of the Director to proceed with or continue the performance of the Contract or any part thereof, whether or not for reasons beyond the control of the Authority, the Director shall have authority to suspend performance of any part or all of the Contract until such time as the Director may deem it practicable or desirable to proceed. Moreover, if at any time it shall be, from the viewpoint of the Authority impracticable or undesirable in the judgment of the Director to proceed with or continue the performance of the Contract or any part thereof for reasons within or beyond the control of the Authority, the Director shall have authority to cancel this Contract as to any or all portions not yet performed and as to any materials not yet installed even though delivered. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions already satisfactorily performed, but no allowance shall be made for anticipated profits. To resolve all disputes and to prevent litigation, the parties to this Contract authorize the Director to decide all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Contract (including claims in the nature of breach of contract or fraud or misrepresentation before or subsequent to acceptance of the Contractor’s Proposal and claims of a type which are barred by the provisions of this Contract) and such decision shall be conclusive, final and binding on the parties. The Director’s decision may be based on such assistance as she may find desirable. The effect of the decision shall not be impaired or waived by any negotiation or settlement offers in connection with the question decided, whether or not she participated therein, or by any prior decision of her or others, which prior decisions shall be deemed subject to review, or by any termination or cancellation of this Contract.

All such questions shall be submitted in writing by the Contractor to the Director for a decision together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. In any action against the Authority relating to any such question the Contractor must allege in the complaint and prove such submission, which shall be a condition precedent to any such action. No evidence or information shall be introduced or relied upon in such an action that has not been so presented to the Director.

In the performance of the Contract, the Contractor shall conform to all orders, directions and requirements of the Director and shall perform the Contract to her satisfaction at such times and places, by such methods and such manner and sequence as she may require, and the Contract shall at all stages be subject to her inspection. The Contractor shall employ no equipment, materials, methods or men to which she objects, and shall remove no materials, equipment or other facilities from the Authority site without permission. Upon request, she shall confirm in writing any oral order, direction, requirements or determination.
The enumeration herein or elsewhere of particular instances in which the opinion, judgment, discretion or determination of the Director shall control or in which the Contract shall be performed to her satisfaction or subject to her inspection, shall not imply that only the matters of a nature similar to those enumerated shall be so governed and performed, but without exception the entire Contract shall be so governed and performed.

This provision shall be construed in accordance with the laws of the State of New York excluding its conflict of law provisions.

32. APPROVALS BY THE DIRECTOR

The approval by the Director of any service required hereunder, shall be construed merely to mean that at that time the Director knows of no good reason for objecting thereto and no such approval shall release the Contractor from its full responsibility for the satisfactory performance of the services to be supplied. "Approved equal" shall mean approved by the Director.

33. CONTRACT REVIEW AND COMPLIANCE AUDITS

The Contractor, and any subcontractors, shall provide system access and reasonable assistance to the Authority’s External and Internal Audit staff or its consultants in their performance of work under the contract, including producing specific requested information, extraction of data and reports. The Contractor, and any subcontractors, shall support requests related to audits of the agreement and administration tasks and functions covered by this Contract.

The Authority reserves the right to use and load security and system software to evaluate the level of security and vulnerabilities in all systems which control, collect, dispense, contain, manage, administer, or monitor revenue “owned” by the Port Authority.

The Authority reserves the right to use as required and load security and system software to evaluate the level of security and vulnerabilities in any applicable environment-covered under this Contract. If such right is exercised, then both parties shall work in good faith to ensure there is no access or potential access to third party proprietary data within the applicable environment or access to other systems not covered under this Contract.

34. AUTHORITY ACCESS TO RECORDS

The Authority shall have access during normal business hours to all records and documents of the Contractor relating to any service provided under this Agreement, amounts for which it has been compensated, or claims he should be compensated, by The Authority above those included in the lump sum compensation set forth elsewhere herein. All Contractor records shall be kept in the Port District. The Contractor shall obtain for The Authority similar access to similar records and documents of subcontractors. Such access shall be given or obtained both before and within a period of three (3) years after Final Payment to the Contractor, provided, however, that if within the aforesaid one year period The Authority has notified the Contractor in writing of a pending claim by The Authority under or in connection with this Contract to which any of the aforesaid records and documents of the Contractor or of his subcontractors relate either directly or indirectly, then the
period of such right of access shall be extended to the expiration of six (6) 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 shall provide, at no cost to the Authority, access for and reasonable assistance to such auditors from the Authority or the Authority’s external auditors that may, from time to time, be designated to audit detail records which support Contractor charges to the Authority. The Authority shall have access to the detail records that support Contractor charges to the Authority for up to three (3) years following the termination of the Contract.

No provision in this Contract giving The Authority a right of access to records and documents is intended to impair or affect any right of access to records and documents that The Authority would have in the absence of such provision.

35. 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.

36. CLAIMS OF THIRD PERSONS

The Contractor undertakes to pay all claims lawfully made against him by subcontractors, materialmen and workmen, and all claims lawfully made against him 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.

37. NON-DISCRIMINATION REQUIREMENTS

The Contractor shall take all necessary and reasonable steps to ensure non-discrimination in the performance and administration of all aspects of this Contract.

A. Contractor hereby agrees that no person on the ground of race, color, national origin, creed/religion, sex, age or handicap/disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the furnishing of goods or services or in the selection and retention of subcontractors and/or vendors under this Contract. Contractor shall also ascertain and comply with all applicable federal, state and local laws, ordinances, rules, regulations, and orders that pertain to equal employment opportunity, affirmative action, and non-discrimination in employment.

B. Contractor agrees that these “Non-Discrimination Requirements” are a binding part of this Contract. Without limiting the generality of any other term or provision of this Contract, in the event the Authority, or a state or federal agency finds that the Contractor or any of its subcontractors or vendors has not complied with these “Non-Discrimination Requirements”, the Authority may cancel, terminate or suspend this Contract in accordance with Section 11 of these Terms and Conditions entitled “Default, Revocation, or Suspension of Contract.”

C. Contractor agrees to cooperate fully with the Authority’s investigation of allegations of discrimination. Cooperation includes, but is not limited to, allowing the Authority to question employees during the investigation of allegations of discrimination, and complying with directives that the Authority or the State or Federal government deem essential to ensure compliance with these “Non-Discrimination Requirements.”

38. 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. received a less than satisfactory rating on a public or government contract;

d. 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;

e. ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those inserted in the Bid;

f. 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;

g. 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

h. 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. 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.


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

6. **Obligation to Report**

In the event that the Contractor becomes aware of the occurrence of any conduct that is prohibited by the section entitled “No Gifts, Gratuities, Offers of Employment, Etc.”, or if the Contractor knows or should reasonably know that a principal, employee, or agent of the Contractor or of its subcontractor(s) has committed a violation of federal, New York or New Jersey law addressing or governing: antitrust, public contracting, false claims, fraud, extortion, bribery, bid rigging, embezzlement, prevailing wage or minority, woman, small or disadvantaged business enterprises, it shall report such information 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 how to report information to the Office of Inspector General). Failing to report such conduct may be grounds for a finding of non-responsibility. The Contractor shall not take any Retaliatory Action against any of its employees for reporting such conduct.

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.

7. **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.

8. Integrity Monitor

In the event that the Authority hires an Integrity Monitor in connection with the Work under this Contract, the Contractor and any subcontractors shall cooperate fully with the Monitor and the Authority, which includes, but is not limited to, providing complete access to all personnel and records in any way related to the Work performed pursuant to this Contract. Any failure to cooperate may result in the termination of this Contract. The Contractor shall include the provisions of this clause in each subcontract entered into under this Contract.

9. Right to Audit

Notwithstanding anything to the contrary, the Authority, including its Inspector General, Audit Department and Integrity Monitor, or its designee(s) each shall have the right to audit all of the records of the Contractor with respect to the Work and the Contract, including, without limitation, records pertaining to any compensation paid, payable, or to be paid under the Contract. The Contractor shall not be entitled to any reimbursement or other compensation for costs associated with such audit, investigation, or certification. The Contractor shall include the provisions of this clause in each subcontract entered into under this Contract.

The Contractor agrees to pay for the cost of any audit or investigation conducted by the Authority, in which any criminal activity, ethics violations, or professional misconduct by the Contractor or any of its employees, or subcontractors or any of its employees, are discovered. The Contractor shall further agree that should it fail or refuse to pay for any such audit or investigation, the Authority is authorized to deduct from any sum owing the Contractor an amount equal to the cost of such audit and the damages resulting therefrom. The determination of the value of any such costs and decision to withhold any such payments are at the sole discretion of the Authority (including its Inspector General).

10. 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, the Port Authority of New York and New Jersey and its wholly owned subsidiaries 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.

**Retaliatory Action** - Any adverse action taken by, or at the direction of, the Contractor, against any of its employees for reporting any information as set forth in the clause entitled “Obligation to Report,” above.

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; except and until the Contract has been awarded, then it shall mean Contractor;
- **Bidding** - shall mean executing this Contract.
39. 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. Protected Information shall 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), Confidential 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 Protected 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.
40. **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.

41. **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.

42. **NO ESTOPPEL OR WAIVER**

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

43. **NON-LIABILITY OF THE AUTHORITY REPRESENTATIVES**

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

44. **MODIFICATION OF CONTRACT**

No change in or modification, termination or discharge of this Contract, in any form whatsoever, shall be valid or enforceable unless it is in writing and signed by the party to be charged therewith or his duly authorized representative, provided, however, that any change in or modification, termination or discharge of this Contract expressly provided for in this Contract shall be effective as so provided.

45. **M/WBE GOOD FAITH PARTICIPATION**

The Contractor shall use every good-faith effort to provide for participation by Port Authority Certified Minority Business Enterprises (MBEs) and Port Authority Certified Women-owned Business Enterprises (WBEs) in all purchasing and subcontracting opportunities associated with
this Contract, including purchase of equipment, supplies and labor services. If this Contract contains participation goals, the Contractor shall use good faith efforts to achieve the goals.

Good faith efforts to include participation by Port Authority certified MBE/WBEs shall include, but not be limited to 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 MBE/WBEs as may be appropriate.
C. Soliciting services and materials from a Port Authority certified MBE/WBE. 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 MBE/WBEs on a timely basis.
E. Observance of reasonable commercial standards of fair dealing in the respective trade or business.

46. 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 Manager of the Facility, 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.

47. CODE OF ETHICS FOR PORT AUTHORITY VENDORS

Pursuant to the Code of Ethics for Port Authority Vendors (the “Code”), Contractors must execute a Compliance Certification, and provide it to the Port Authority, prior to beginning Work under this Contract. This Compliance Certification, once executed, is a material and integral part of the Contract. A copy of the Compliance Certification must be retained by the Contractor, unless and until the Port Authority indicates that the Certification may be disposed of. Violations of the law or of the Code may subject a Vendor or a Vendor’s Employees to civil or criminal penalties. In addition, in the case of violation of any provision of the law or the Code, the Port Authority may pursue any available remedy, including, but not limited to, determining that a Vendor is in material breach of its contract and/or that, in the future, the Port Authority will have no further commercial dealings with the Vendor. The Code and the Compliance Certification (PA Form 4254) can be found at https://www.panynj.gov/business-opportunities/become-vendor.html.

48. ENTIRE AGREEMENT

This Contract shall be comprised of the documents as set forth in the award letter.
Instructions: Submit one MBE/WBE PARTICIPATION PLAN AND AFFIRMATION STATEMENT form for each MBE/WBE firm used on this Contract. To avoid undue repetition, the following terms, as used in this Agreement, shall be construed as follows: Bidder/Proposer/Respondent - can be used interchangeably and mean any Contractor, Consultant, Supplier, or Vendor who submits a response to this solicitation.

**RFP NUMBER AND TITLE:**

**PROPOSER:**
Name of Firm: ________________________________________________
Address: ____________________________________________________ Telephone: ____________________________
Email Address: ________________________________________________

**MBE/WBE:**
Name of Firm: ________________________________________________
Address: ____________________________________________________ Telephone: ____________________________

Description of work to be performed by MBE/WBE:

Calculation (supply only):

The Proposer is committed to utilizing the above-named MBE/WBE for the work described above. The estimated dollar value of this work is $________ or ____% of the total contract amount of $________. The anticipated start date is _______ and the anticipated completion date is _______

**AFFIRMATION of MBE/WBE**

The above-named MBE/WBE affirms that it will perform the portion of the Contract for the estimated dollar value as stated above.

By: ______________________________________________________ Date: __________________________
Signature of Principal or Officer of MBE/WBE – Print Name and Title

I ___________________ (print name), an officer of ______________________ (company name), certify that I have read the PA 3760C MBE/WBE Participation Plan and Affirmation Statement and the information contained in it is true. I fully understand that any false statement within this submittal may prevent the company and/or the undersigned from being found to be responsible Bidders/Proposers in connection with future agreements. In addition, any false statement within this submittal may subject the company and/or the undersigned to criminal charges in the state and federal courts of New York and New Jersey.

Signature of Proposer __________________________________________ Title __________________ Date ____________

Please Note: Only 60% of the expenditure to a MBE/WBE material supplier will be counted toward the MBE/WBE goal. Please show calculation above. Example: $100,000 x 60% = $60,000 estimated MBE/WBE dollar value of work. Plan cannot be accepted without calculation.

**Officer of Proposer must have ACKNOWLEDGEMENT BY NOTARY PUBLIC completed on the reverse side.**
ACKNOWLEDGEMENT BY NOTARY PUBLIC

PA3760C
MBE/WBE PARTICIPATION PLAN AND AFFIRMATION STATEMENT (reverse)

STATE OF ____________________) S.S.: COUNTY OF ____________________) On the ___day of _________________ in the year 20 , before me, the above undersigned, personally appeared______________, the __________, of ______________________ , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity.

Name of Notary (print)

(Affix Notary Stamp Here)

My Commission Expires __________ (Notary Signature) (Date)

Rev. 03/02/2016
M/WBE Participation Report

**Instructions for Statement of Subcontractor Payment:** To be submitted with every invoice to be used in conjunction with the M/WBE Participation Plan.

<table>
<thead>
<tr>
<th>Subcontractor’s Name</th>
<th>Address &amp; Phone #</th>
<th>Description of Work Performed or Materials Supplied</th>
<th>M/WBE Status</th>
<th>Total Contract Amount Awarded</th>
<th>Total Previous Requests</th>
<th>Amount Paid to Date</th>
<th>Amount of This Request</th>
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In connection with the above-captioned contract: I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of this company, and that the following Minority and Women Business Enterprises have been contracted with and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on the above captioned contract; that there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated; and that this is a full, true, and complete statement of all such MBEs/WBEs and of the amounts paid, due, and to become due to them.

__________________________  ___________________________  ______________________  ________________________
Signature                          Print Name                        Title                              Date