

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT
4 WORLD TRADE CENTER, 21ST FL.
150 GREENWICH STREET
NEW YORK, NY 10007

INVITATION FOR BID/PUBLIC BID OPENING

BID INFORMATION

TITLE: Repair, replacement and ongoing preventative and remedial maintenance to support the Multi-Facility Security Systems and Equipment (MFSSE), consisting of Leneel OnGuard Computerized Access Control System' (CACs), Verint Nextiva Closed Circuit Television (CCTV), identification/badging, surveillance, analytic and associated field equipment at JFK, LGA, EWR and SWF.

BID NO.: # 57074

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

BID DUE DATE: 5/30/2019

TIME: 11:00 AM

BUYER(s) NAME: Carmen D. Rein, CPPO
Runy M. Thomas

EMAIL: CRein@panynj.gov
RMthomas@panynj.gov

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

(NAME OF BIDDING ENTITY)

(ADDRESS)

(CITY, STATE AND ZIP CODE)

(REPRESENTATIVE TO CONTACT - NAME & TITLE)

(TELEPHONE)

(FEDERAL TAX I.D. NO.)

(FAX NO.)

____ BUSINESS CORPORATION ____ PARTNERSHIP ____ INDIVIDUAL

____ OTHER (SPECIFY): _____

INVITATION FOR BID

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

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

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

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

2. Form and Submission of Bid

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

All Bids must be received by the bid custodian on or before the due date and time specified on the cover page, at which time they will be publicly opened and read. Bids

are only accepted Monday through Friday, excluding Port Authority holidays, between the hours of 8:00 a.m. and 5:00 p.m., via (1) regular mail, (2) express delivery service (e.g. UPS), or (3) hand delivery.

Express carrier deliveries by commercial vehicles can be made via vendors approved by Silverstein Properties, the 4 World Trade Center (4WTC) 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. If a Bid is to be hand-delivered or if an individual is planning to attend the formal bid opening, please note that only individuals with valid photo identification will be permitted access to the Port Authority's offices. Individuals without valid identification shall be turned away and their packages not accepted. 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.

Bids that are not received by the bid custodian by the scheduled bid opening date will be considered late.

3. Vendor Profile

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

4. Acknowledgment of Addenda

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

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

5. Firm Offer

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

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

6. Acceptance or Rejection of Bids

The acceptance of a Bid will be by a written notice signed by an authorized representative on behalf of the Authority. No other act of the Port Authority, its Commissioners, officers, agents or employees shall constitute acceptance of a Bid. The Port Authority reserves the unqualified right, in its sole and absolute discretion, to reject any or all Bids or to accept any Bid, which in its judgment will best serve the public interest and to waive defects in any Bid. No rights accrue to any Bidder unless and until its Bid is accepted.

7. Bidder's Questions

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

8. Additional Information To and From Bidders

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

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

9. Union Jurisdiction

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

10. Assessment of Bid Requirements

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

11. Bidder's Prerequisites

Only Bids from Bidders that can satisfactorily demonstrate meeting the prerequisites specified within Part II hereof at the time of bid submission will be considered. By furnishing this document to the Bidder, the Port Authority has not made a determination that the Bidder has met the prerequisites or has otherwise been deemed qualified to perform the services. A determination that a Bidder has met the prerequisites is no assurance that it will be deemed qualified in connection with other bid requirements included herein.

12. Qualification Information

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

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

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

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

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

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

2. Bidder's statement of work on hand, including any work on which a bid has been submitted, and containing a description of the work, the annual dollar value, the location by city and state, the current percentage of completion, the expected date

for completion, and the name of an individual most familiar with the Bidder's work on these jobs.

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

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

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

13. Contractor's Integrity Provisions

By submitting a Bid, Bidders shall be deemed to have made the certifications contained in the clauses entitled "Certification of No Investigation (criminal or civil anti-trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of

Other Information,” and “Non-Collusive Bidding, and Code of Ethics Certification, Certification of No Solicitation Based On Commission, Percentage, Brokerage, Contingent or Other Fees” contained within the Standard Terms and Conditions within these bid documents. If the Bidder is unable to make the certifications contained therein the Bidder shall submit a statement with its Bid explaining why any such certification(s) cannot be made. Such a submission shall be submitted in a separate envelope along with your Bid, clearly marked “CERTIFICATION STATEMENT.”

14. Code of Ethics for Port Authority Vendors

Bidder’s attention is directed to the Port Authority’s “Code of Ethics for Port Authority Vendors” (the “Code”). The Code of Ethics can be found on the Port Authority’s website at <https://www.panynj.gov/business-opportunities/become-vendor.html>.

15. Facility Inspection

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

16. Available Documents - General

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

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

17. Pre-award Meeting

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

18. Price Preference

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

19. MBE/WBE Subcontracting Provisions

Bidders shall use every good-faith effort to provide for participation by Port Authority certified Minority Business Enterprises (MBEs) and Port Authority certified Woman-owned Business Enterprises (WBEs) in all purchasing and subcontracting opportunities associated with this Contract, including purchase of equipment, supplies and labor services, in accordance with the “MBE/WBE Subcontracting Provisions” contained

within Part III, and the section of the Standard Terms and Conditions entitled “MBE/WBE Good Faith Participation.”

20. Certification of Recycled Materials

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

Recycling Definitions:

For purposes of this numbered section, the following definitions shall apply:

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

21. City Payroll Tax

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

- a. City of Newark, New Jersey for services performed in Newark, New Jersey;

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

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

22. Automated Clearing House Enrollment

The Port Authority of New York and New Jersey has transitioned to an electronic method of paying its vendors, contractors and consultants via an Automated Clearing House (“ACH”) funds transfer. It is the Port Authority’s expectation that all vendors, contractors and consultants will be paid via an ACH funds transfer. To avoid delays in payment, vendors, contractors, and consultants should enroll in ACH and complete the Port Authority’s “Authorization Agreement For Direct Deposits And Direct Payments (ACH Credits)” form, which is available at <https://www.panynj.gov/business-opportunities/pdf/Vendor-ACH-auth-form.pdf>. The Authorization Agreement shall remain in full force and effect until the Port Authority has received written notification from the vendor, contractor or consultant 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 process may be directed to the Comptrollers’ Department ACH Enrollments contact line at 201 216-6002 or emailed to ACHENROLLMENT@PANYNJ.GOV.

23. Additional Bidder Information

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

24. Safe Vehicle Operation

The Bidder may be required to demonstrate that it has a satisfactory Federal Motor Carrier Safety Administration (FMCSA) safety record and vehicle maintenance program. If applicable, the Bidder shall submit this safety information as may be required by the Port Authority, including, but not limited to:

1. Information about their overall FMCSA safety program;
2. Information about their drivers training program;
3. Information about their vehicle maintenance program;
4. Results of Commercial Vehicle inspections;
5. Information about actions taken to remedy safety issues and violations.

The determination that the Bidder's safety record and safety programs are satisfactory will be made by the Port Authority at its sole discretion.

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PART II - CONTRACT SPECIFIC INFORMATION FOR BIDDERS

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

1. Service(s) Required

The Port Authority is seeking to retain a single firm to provide services and materials for the enhancement and maintenance of its Multi-Facility Security Systems and Equipment (MFSSE). The Contractor shall be responsible for the service, repair and/or device replacement and ongoing preventative and remedial maintenance to support the MFSSE. The MFSSE consists of Lenel OnGuard 'Computerized Access Control System' (CACs), Verint Nextiva Closed Circuit Television (CCTV), identification/badging, surveillance, analytic and associated field equipment.

2. Location(s) Services Required

LaGuardia Airport (LGA), John F. Kennedy International Airport (JFK), Newark Liberty International Airport (EWR) and Stewart International Airport (SWF) with the possible addition of performing the same services at Teterboro Airport (TEB), as more fully described in the definition of "Facility" in Part V (the "Specifications").

3. Expected Date of Commencement of Contract

On or about August 20, 2019

4. Contract Type

Services Contract

5. Duration of Contract

Five Years, to expire on or about August 19, 2024

6. Price Adjustment during Base Term (Index Based)

No price adjustment during the Base Term

7. Option Period(s)

There shall be up to two (2), One-Year Option Periods

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

No price adjustment during the Option Periods

9. Extension Period

120 day extension applicable

10. Facility Inspection

There are three (3) scheduled Facility Inspections. Please contact Courtney Fong at cfong@panynj.gov and Andrew Park at apark@panynj.gov to confirm attendance and/or receive travel directions. Failure to RSVP will result in denial of facility

inspection admittance as arrangements (buses, etc.) must be pre-coordinated as individuals must be pre-cleared to enter the secured areas of the airports.

Attendance is strongly recommended. Information conveyed may be useful to Bidders in preparing their bids and Bidders not attending assume all risks which may ensue from non-attendance.

A maximum of five (5) individuals per Bidder are allowed to attend. Two (2) valid forms of photo ID are required with one form being a driver's license, state issued identification (non-driver) or passport to attend the Facility inspections.

Individuals should RSVP and must include the following information:

- A) Legal First and Last name
- B) Company Name
- C) Date of Birth (MM/DD/YYYY)
- D) Phone Numbers (work and cell)
- E) Email address
- F) Which facility inspection(s) he/she will attend

1. The first Facility Inspection with a Pre-Bid meeting is scheduled to be held at John F. Kennedy International Airport, Port Authority Administration Building #14, (General Aviation Way), 2nd Floor, Conference Room K, Jamaica, NY 11430 on Wednesday, May 15, 2019 at 9:00 a.m.
2. The second Facility Inspection is scheduled to be held at LaGuardia Airport, Hangar 7, Port Authority Administration Building, 3rd Floor, General Manager's Conference Room, Flushing, NY 11371 on Wednesday, May 16, 2019 at 10:00 a.m.
3. The third Facility Inspection is scheduled to be held at Newark Liberty International Airport, Port Authority Administration Building # 1 Conrad Road (off Brewster Road), 2nd Floor, Small General Manager's Conference Room on Monday, May 17, 2019 at 9:00 a.m.

Any questions concerning this bid should be submitted in writing. prior to the first Facility Inspection so the Port Authority may prepare responses in advance of the meeting. No questions will be permitted at the Facility Inspections, however, questions may be submitted in writing and responses may be provided at a later date by written addenda.

A Facility Inspection allows Bidders to tour and physically inspect the actual site(s) of work prior to the submission of bids.

11. Specific Bidder's Prerequisites

Only Bidders who can demonstrate that they comply with the following prerequisites should submit responses, as only responses from such Bidders will be considered.

- a. The Bidder shall have had at least 5 year(s) of continuous experience immediately prior to the date of submission of its Bid in the management and operation of a business which provides systems design, purchasing, installation, and hardware maintenance services and during that time shall have actually engaged in providing said or such services to commercial or industrial accounts under contract.

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

- b. During the time period stated in (a) above, the Bidder, or persons or entities owning and controlling the Bidder, shall have satisfactorily performed or shall be performing under at least one contract(s) requiring similar services of similar scope to those required under this Contract for each system. Bidders may satisfy this prerequisite by demonstrating to the Port Authority that they have:
 1. **One combined contract** covering Lenel OnGuard Enterprise System and the Verint Nextiva System. This contract shall be for the design, purchase, installation, and hardware maintenance of the Lenel OnGuard Enterprise System and the Verint Nextiva system, combined. The combined contract shall demonstrate such services were provided for a system comprised of a minimum of two hundred (200) cameras and two hundred fifty (250) access points; or
 2. **Two separate contracts**, one covering Lenel OnGuard Enterprise System and the second one covering the Verint Nextiva System. The Lenel OnGuard Enterprise System contract shall be for the design, purchase, installation and hardware maintenance of the system and demonstrate such services were provided for a system comprised of a minimum of two hundred fifty (250) access points. The Verint Nextiva contract shall be for the design, installation and hardware maintenance for the Verint Nextiva System and shall demonstrate such services were provided for a system comprised of a minimum of the two hundred (200) cameras.
- c. The Bidder shall have had in its last fiscal year, or the last complete calendar year immediately preceding the opening of its Bid, a minimum of Thirty Million Dollars (\$30,000,000) annual gross income.
- d. In the event a bid is submitted by a joint venture the foregoing prerequisites will be considered with respect to such Bid as follows: The prerequisite in subparagraph

(a) and (b) above, will be considered satisfied if the joint venture itself, or any of its participants individually, can meet the requirements. The prerequisite in subparagraph (c) above, will be considered satisfied if the gross income of the joint venture itself meets the prerequisite or the gross income of the participants in the joint venture cumulatively meets the prerequisite. If a joint venture which has not been established as a distinct legal entity submits a bid, it and all participants in the joint venture shall be bound jointly and severally and each such participant in the joint venture shall execute the bid and do each act and thing required by this Invitation for Bid. On the original bid and wherever else the Bidder's name would appear, the name of the joint venture Bidder should appear if the joint venture is a distinct legal entity. If the Bidder is a common law joint venture, the names of all participants should be listed followed by the words "acting jointly and severally". All joint venture Bidders must provide documentation of their legal status.

12. Background Qualification Questionnaire (BQQ)

The Bidder shall submit a completed Background Qualification Questionnaire (BQQ), required for itself and all subcontractors and vendors known to the Bidder at the time of bid submission. This document and instructions for submitting the completed BQQ to the Authority's Office of Inspector General can be obtained at the Authority's website through the following link: <http://www.panynj.gov/inspector-general/inspector-general-programs.html>

13. 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 Port Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Port 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.

14. Attached Documents

The following documents will be made available for reference and examination

- a) CACS/CCTV to AMS Contractor Responsibilities Listing
- b) Information Security Handbook

- c) Technology Department (TD) Standards and Guidelines for Port Authority Technology
- d) Port Authority Audit Control Requirements

These documents were not prepared for the purpose of providing information for Bidders upon the present Contract but they were prepared for other purposes, such as for other contracts or for design purposes for this or other contracts, and they do not form a part of this Contract. The Port Authority/PATH makes no representation or guarantee as to, and shall not be responsible for their accuracy, completeness or pertinence, and, in addition, shall not be responsible for the conclusions to be drawn therefrom. They are made available to the Bidders merely for the purpose of providing them with such information as is in the possession of the Port Authority/PATH, whether or not such information may be accurate, complete or pertinent or of any value to the bidders.

15. INTENT TO BID

If you intent to bid on this solicitation please submit the enclosed LETTER OF INTENT TO SUBMIT prior to submitting your bid and prior to the due date.

LETTER OF INTENT TO SUBMIT

PURPOSE OF DOCUMENT REQUEST – Please check one

SUBMISSION OF A PRIME BID **SUBCONTRACTOR** **VENDOR**

OTHER (Please specify) _____

This form should be submitted to the Buyer, referenced below. Please submit this form as soon as possible, and make every effort to ensure it is submitted no later than 1 weeks before Bids are due.

Procurement Department
Port Authority of New York and New Jersey
4 World Trade Center
150 Greenwich Street, 21st Floor
New York, NY 10007

Attention: **NAME** **Carmen D Rein, CPPO**
 EMAIL- **crein@panynj.gov**

Reference: #57074 - Repair, replacement and ongoing preventative and remedial maintenance to support the Multi-Facility Security Systems and Equipment (MFSSE), consisting of Lenel OnGuard Computerized Access Control System' (CACs), Verint Nextiva Closed Circuit Television (CCTV), identification/badging, surveillance, analytic and associated field equipment at JFK, LGA, EWR and SWF.

This is to notify you that it is our present intent to **submit** / **not submit** (check one) a response to the above referenced document. The individual to whom information regarding the above referenced submission status should be transmitted is:

Name: _____
Company: _____
Address: _____
City, State & Zip: _____
Phone Number: _____
Facsimile Number: _____
E-mail Address: _____

Sincerely,

Name

Date

Name & Title of Representative

Name of Company

***If declining to submit, please state reason(s) why:**

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

1. General Agreement

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

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

2. Duration

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

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

3. Payment

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

- a) Payment shall be made in accordance with the prices for the applicable service (during the applicable Contract year) as they appear on the Pricing Sheet(s), as the same may be adjusted from time to time as specified herein, minus any deductions for services not performed and/or any liquidated damages to which the invoice may be subject and/or any adjustments as may be required pursuant to increases and decreases in areas or frequencies, if applicable. All Work must be completed within the time frames specified, or as designated by the Manager.
- b) The Contractor shall submit to the Manager by the fifth day of each month following the month of commencement of this Contract and on or by the fifth day of each month thereafter (including the month following the termination, revocation or expiration of this Contract) a complete and correct invoice for the Work performed during the preceding month accompanied by such information as may be required by the Manager for verification. The invoice must show the Contractor's Federal Tax Identification Number. Payment will be made within sixty (60) days of Port Authority verification of the invoice.
- c) No certificate, payment, acceptance of any Work or any other act or omission of any representative of the Port Authority shall operate to (1) release the Contractor from any obligation under or upon this Contract, or to (2) estop the Port Authority from showing at any time that such certificate, payment, acceptance, act or omission was incorrect or to (3) preclude the Port Authority from recovering any monies (a) paid in excess of those lawfully due or (b) to which the Port Authority may be entitled on account of and any damage sustained by the Port Authority.

- d) In the event an audit of received invoices should indicate that the correct sum due the Contractor for the relevant billing period is less than the amount actually paid by the Port Authority, the Contractor shall pay to the Port Authority the difference promptly upon receipt of the Port Authority's statement thereof. The Port Authority may, however, in its discretion elect to deduct said sum or sums from any subsequent monthly payments payable to the Contractor hereunder.

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

4. Price Adjustment

No adjustment for the Contract term.

5. Liquidated Damages

The Contractor's obligations for the performance and completion of the Work within the time or times provided for in this Contract are of the essence of this Contract. The below listed Liquidated Damages are applicable per facility and/or per system (CACS, CCTV, etc.). In the event that the Contractor fails to satisfactorily perform all or any part of the Work required hereunder in accordance with the requirements set forth in the Specifications (as the same may be modified in accordance with provisions set forth elsewhere herein) then damages for breach by the Contractor may be liquidated, but only at an amount which is reasonable in the light of the anticipated or actual harm caused by the breach, the difficulties of proof of loss, and the inconvenience or non-feasibility of otherwise obtaining an adequate remedy, as follows:

| Service | Service Level | Liquidated Damages resulting from non-compliance |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Operational Availability | The CACS/CCTV application shall have an uptime availability of 99.99% per year. This means the application shall not have more than 52 minutes, 34 seconds of downtime per year. | \$150.00 per hour for each percentage point or part thereof below the 99.99%. |
| Preventative Maintenance | The Contractor shall provide scheduled preventative maintenance in accordance with requirements in the scope of work (Part V). | <p><u>Hardware Partial Service or Non-Performance:</u> If the Contractor fails to perform all services on any equipment, Contractor payment will be reduced by 100% of the unit price to maintain such items of equipment that Contractor failed to maintain for such month.</p> <p><u>Software Partial Service or Non-Performance:</u> If the Contractor fails to perform all services on any MFSSE software/application, \$200 per day, per occurrence until the service is performed.</p> |
| <p>Response, Non-Critical (Type 1)</p> <p>A Non-Critical failure is defined as an incident which has redundant systems to provide coverage (no single point of failure). An example is if there is a camera angle/view and a redundant camera is able to capture the same/similar angle/view.</p> | The Contractor shall respond to repair service calls (call back or be on-site) with a qualified technician within eight (8) hours from notification by the Port Authority. The Port Authority shall determine if a call back will suffice or if the technician needs to be on-site. | \$100 per hour or part thereof by which the Contractor's response exceeds the required response time. |

| Service | Service Level | Liquidated Damages resulting from non-compliance |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| <p>Resolution Time, Non-Critical (Type 1)</p> | <p>Resolve issues identified in the service calls from the Authority or its designee within seventy-two (72) hours from notification.</p> | <p>\$150 per hour or part thereof by which the Contractor's resolution time exceeds the required resolution time.</p> |
| <p>Response, Critical (Type 2)</p> <p>A Critical failure is defined as an incident which affects a system's operational availability in whole or part inclusive of CACS application failures which cause the airport to operate the ISCs in stand-alone mode. For CCTV, a critical failure is defined as no recording and/or no view capability. Areas which have single points of failure (no redundancy) are considered critical. An example is an access control point with a single reader. If this reader fails, then access to the secured areas to the airport is affected. Therefore, this incident is considered critical.</p> <p>The Port Authority reserves the right to prioritize Contractor resources in response to critical failures.</p> | <p>The Contractor shall respond (on site) to emergency repair services calls with a qualified technician within two (2) hours from notification by the Port Authority.</p> | <p>\$250 per hour or part thereof by which the Contractor's response exceeds the required response time.</p> |

| Service | Service Level | Liquidated Damages resulting from non-compliance |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Resolution Time, Critical (Type 2)</p> | <p>The Contractor shall resolve issues identified in the service calls from the Port Authority or its designee within twenty-four (24) hours from notification.</p> <p>If the problem cannot be resolved in twenty-four (24) hours, the Port Authority may recommend the Contractor obtain manufacturer technical resources to be on-site.</p> <p>Note: Manufacturer expenses/costs are not reimbursable.</p> | <p>\$250 per hour or part thereof by which the Contactor’s resolution time exceeds the required resolution time.</p> |
| <p>Work Order Requests</p> <p>Note: It is anticipated that, no more than one (1) work order request will be submitted per airport in a month (total three per month).</p> | <p><u>Normal:</u> Written proposal for normal priority work order to Port Authority within 15 business days of agreed upon scope of work between the Port Authority and the Contractor.</p> <p><u>Priority:</u> Written proposal for high priority work order to PA within 7 business days of agreed upon scope of work between the Port Authority and the Contractor.</p> | <p>Normal: \$100 per business day starting on the 16th business day until a written proposal is submitted.</p> <p>Priority: \$100 per business day starting on the 8th business day until a written proposal is submitted.</p> |

| Service | Service Level | Liquidated Damages resulting from non-compliance |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Establishment of:</p> <ol style="list-style-type: none"> 1. A 24x7x365 Call Center so the Port Authority may obtain technical phone support, request service and to report incidents as well as emergency and Non-emergency events. 2. An email distribution list to the appropriate parties within the Contractor company for use by the Port Authority for reporting incidents and Emergency and Non-Emergency events. | <p>By the commencement of the Contract Term.</p> | <p>\$100 per day for every day a call center is not installed and deployed after contract commencement.</p> |
| <p>Preventative Maintenance</p> | <p>Perform and complete Preventative Maintenance in accordance with the Contractor's PM Schedule and the Specifications</p> | <p>\$500 per occurrence where Preventative Maintenance is not performed according to the Contractor's PM Schedule and/or the Specifications, as applicable.</p> |

| Service | Service Level | Liquidated Damages resulting from non-compliance |
|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Equipment Delivery | All equipment ordered under this Contract shall be delivered to a specified Port Authority location within 30 days from order placement; unless an alternative delivery schedule is mutually agreed to prior to order placement or if equipment is back ordered. | 5% of equipment value per business day (excluding PA Holidays) beyond the delivery day. |
| Equipment Installation – Work Order | <p>Installation Commencement: All installation services shall be scheduled and start within 6 business days of equipment arriving at the specified location unless alternate scheduling is agreed upon prior to work order approval.</p> <p>Installation Completion: Installation services must be completed within 30 calendar days of equipment arriving at the specified location unless alternate scheduling is agreed upon prior to work order approval.</p> | <p>Installation Commencement: \$200 per business day (excluding PA Holidays), starting at day 7 (or business day following the 7th day or mutually agreed date) until installation services are started at designated site.</p> <p>Installation Completion: \$200 per business day (excluding PA Holidays), starting on the 31st calendar day (or other mutually agreed date) until installation services are successfully completed at designated site.</p> |

| Service | Service Level | Liquidated Damages resulting from non-compliance |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| Returning Equipment Keys | Contractor is required to return the keys in an undamaged condition upon the expiration of the Contract. | \$1,000 per occurrence. |
| Performance Services | The Contractor shall, within twenty-four (24) hours, comply with any oral or written requests given by the Airport Security Manager and/or Program Manager to correct or remedy a condition or situation deemed by the Airport Security Manager and/or Program Manager to require action | \$200 per occurrence. |
| Safety Provisions | Within thirty (30) days after Contract commencement, the Contractor shall submit its Safety Program to the Port Authority for review and approval. | \$200 per day starting on the 31 st day until the Contractor submits its Safety Program. |

The above services refer specifically to the work described hereunder which is the Contractor's responsibility. The Port Authority will actively monitor the Contractor's performance and enforce contracted non-compliance and non-performance clauses by assessing liquidated damages. The Contractor shall not be charged with delay, or assessed Liquidated Damages for delay or failure, which occurs for reasons beyond the reasonable control of the Contractor or Subcontractors as determined by the Port Authority.

- a) The Contractor shall track, calculate, monitor and report on performance against the Service Levels above and adjust invoices accordingly.
- b) Computation of on-line availability and resolution of calls refers specifically to work covered in this Contract which is the Contractor's responsibility.
- c) The Port Authority shall determine whether the Contractor has performed in a satisfactory manner and their determination shall be final, binding and conclusive upon the Contractor.

- d) Failure of the Port Authority to impose liquidated damages shall not be deemed Port Authority acceptance of unsatisfactory performance or a failure to perform on the part of the Contractor or a waiver of its remedies hereunder.

6. Insurance

Insurance Procured by the Contractor

Cits#5446N

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 any autos in the following minimum limits:

Commercial General Liability Insurance - \$ 25 million combined single limit per occurrence for bodily injury and property damage liability.

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

Cyber and Technology Errors and Omissions - \$50 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. Technology Errors & Omissions insurance, including cover for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should cover liabilities, punitive damages, and claim expenses arising from acts, errors and omissions, in rendering or failing to render all services and in the provision of all products in the performance of the Agreement, including the failure of products to perform the intended function or serve the intended purpose. Services insured, at a minimum, include (1) systems analysis (2) systems programming (3) data processing (4) systems integration (5) outsourcing including outsourcing development and design (6) systems design, consulting, development and modification (7) training services relating to computer software or hardware (8) management, repair and maintenance of computer

products, networks and systems (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor. This policy shall include coverage for loss, disclosure and theft of data in any form: media and content rights infringement and liability, including but not limited to, software copyright infringement; network security failure, including but not limited to, denial of service attacks and transmission of malicious code. Coverage shall include data breach regulatory fines and penalties, the cost of notifying individuals of a security or data breach, the cost of credit monitoring services and any other causally-related crisis management expense for up to one (1) year. Coverage shall contain severability for the insured organization for any intentional act exclusions. If this coverage is provided on a claims-made basis, then it must be maintained for a period of five (5) years after acceptance of the deliverables and/or services provided in connection with this Agreement. Additionally, such policy shall cover consequential or vicarious liabilities (e.g., claims brought against the Authority or its Affiliated Companies and their respective directors, officers, and employees due to the wrongful acts and failures committed by you) and direct losses (e.g., claims made by the Authority and its Affiliated Companies and their respective directors, officers, and employees against you for financial loss due to your wrongful acts or failures). This policy shall have the "Insured v. Insured" exclusion amended to allow an "Additional Insured" to bring a claim against the Named Insured.

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;
- Coverage for explosion, collapse and underground property damage (XCU);
- Deletion of the pollution exclusion;
- 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 and the City of New York 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 commercially procured insurance. Any portion of the coverage to be provided under a Self-Insured Retention (SIR) of the Contractor is subject to the review and approval of the General Manager, Risk Financing. 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 Attn: Facility Contract Administrator, at the location where the work will take place with a copy to the General Manager, Risk Financing.

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 results in an additional premium, the General Manager, Risk Financing for the Port Authority may consider such cost as an out-of-pocket expense.

Within five (5) days after the award of this Contract and prior to the start of work, the Contractor must submit an original certificate of insurance to the Port Authority 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 Financing must approve the certificate(s) of insurance before any work can begin. Upon request by the Port Authority, the Contractor shall furnish to the General Manager, Risk Financing, a certified copy of each policy, including the premiums.

If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as above required, then 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 Financing, 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 Financing must approve the renewal certificate(s) of insurance before work can resume on the facility. If at any time any of the certificates or policies shall become unsatisfactory to the Port Authority, the Contractor shall promptly obtain a new and satisfactory certificate and policy 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.

CITS# 5446N

7. Increase and Decrease in Areas or Frequencies

The Manager shall have the right, at any time and from time to time in their sole discretion, to increase or decrease the frequencies of all or any part of the services required hereunder and/or to add areas not described herein in the Specifications or to remove areas or parts of areas which are hereunder so described. In the event the Manager decides to change any frequencies or areas such change shall be by written

notice given to the Contractor not less than forty-eight (48) hours prior to the effective date of said changes, said changes to be effective upon the date specified in said notice.

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

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

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

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

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

8. Extra Work

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

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

The Contractor is required to perform Extra Work pursuant to a written order of the Manager expressly recognizing such work as Extra Work. If Lump Sum or Unit Price compensation cannot be agreed upon by the parties in writing prior to the start of Work, the Contractor shall perform such Extra Work and the Contractor's compensation shall be increased by the sum of the following amounts and such amounts only: (1) the actual net cost, in money, of the labor, and material, required for such Extra Work; (2) **ten percent (10%)** of the amount under (1) above; (3) such rental as the Manager deems

reasonable for plant and equipment (other than small tools) required for such Extra Work; (4) if the Extra Work is performed by a subcontractor, an additional **five percent (5%)** of the sum of the amounts under (1) through (3) above.

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

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

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

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

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

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

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

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

The Contractor shall supply the amount of materials, supplies, equipment and personnel required by the Manager within twenty-four (24) hours following the receipt of written or verbal notice from the Manager, or in the case of an emergency as determined by the Manager, within twelve (12) hours following the receipt by the Contractor of the Manager's written or oral notification. Where oral notification is provided hereunder, the Manager will thereafter confirm the same in writing.

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

9. MBE/WBE Subcontracting Provisions

The Port Authority has a long-standing practice of making its business opportunities available to Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) and has taken affirmative steps to encourage such firms to seek business opportunities with the Port Authority. 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.

The Contractor shall use good faith efforts to achieve participation equivalent to twenty percent (20%) of the total Contract price for Port Authority certified MBEs and ten percent (10%) of the total Contract price for Port Authority certified WBEs.

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 a Port Authority certified MBE/WBE. To access the Port Authority's Directory of MBE/WBE Port Authority certified firms go to <http://www.panynj.gov/business-opportunities/sd-mwsdbe-profile.html>.

- d. Ensuring that provision is made to provide progress payments to MBE/WBEs as defined in the prompt payment provision below.
- e. Observance of reasonable commercial standards of fair dealing in the respective trade or business.

Bidders are directed to use form PA3760A as the recording mechanism for the MBE/WBE Participation Plan, annexed hereto Exhibit I or may be downloaded at <http://www.panynj.gov/business-opportunities/become-vendor.html>. Bidders shall include with their bids a MBE/WBE Participation Plan for each MBE/WBE subcontractor, to be reviewed and approved by the Authority's Office of Business Diversity and Civil Rights (OBDCR).

Each MBE/WBE Participation Plan submitted by the Contractor to the Port Authority shall contain, at a minimum, the following:

- Identification of the MBE/WBE: Provide the name and address of MBE/WBE included in the Plan. If none are identified, describe the process for selecting participant firms in order to achieve the good faith goals under this Contract.
- Level of Participation: Indicate the 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 subcontractors listed on 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 Contract. Please go to <http://www.panynj.gov/business-opportunities/sd-mwsdbe-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 Contract.

Subsequent to Contract 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 the Authority's Office of Business Diversity and Civil Rights. For submittal of modifications to the MBE/WBE Participation Plans, Contractors are directed to use form PA3760B, which may be downloaded at <http://www.panynj.gov/business-opportunities/become-vendor.html>. The Contractor shall not make changes to its approved MBE/WBE Participation Plan or substitute MBE/WBE subcontractors or suppliers for those named in their approved plan without the Manager's prior written approval. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the Contractor's own forces, shall be a violation of this section. Progress toward attainment of MBE/WBE participation goals set forth herein will be monitored throughout the duration of this Contract.

The Contractor shall also submit to the Manager, along with invoices a Statement of Subcontractor Payments (PA3968) 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 Contract, a description of the work performed and/or product or service supplied by each such subcontractor or supplier, the date and amount of each expenditure, and such other information that may assist the Manager in determining the Contractor's compliance with the foregoing provisions.

Prompt Payment/Retainage

The Contractor agrees to pay each subcontractor under this Contract, for satisfactory performance of its subcontract, no later than ten (10) days from the receipt of each payment the Contractor receives from the Authority. The Contractor agrees further to return retainage payments, if any, to each subcontractor within ten days after the subcontractors' work is satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval of the Authority.

MBE/WBE Conditions of Participation

MBE/WBE participation will be counted toward meeting the MBE/WBE contract 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 Authority that the MBE/WBE is not performing a commercially useful function to the 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 contract, 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 Contract, 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 contract, 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.

- D. **Equipment:** MBE/WBE subcontractors may supplement their equipment by renting or leasing additional equipment in accordance with customary industry practice. If the MBE/WBE obtains equipment from the Contractor, their affiliates and other subcontractors performing Work on the Contract, the MBE/WBE shall provide documentation to the Authority demonstrating that similar equipment and terms could not be obtained at a lower cost from other customary sources of equipment. The required documentation shall include copies of the rental or leasing agreements, and the names, addresses and terms quoted by other sources of equipment.

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 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 subcontractor 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 subcontracted work may be counted toward MBE/WBE goals only if the MBE/WBE subcontractor is itself an MBE/WBE. Work that an MBE/WBE subcontracts to a non-MBE/WBE firm does not count toward MBE/WBE goals.
- B. **Manufacturers/Fabricators.** One hundred percent (100%) of the expenditure to an MBE/WBE manufacturer or fabricator will be counted towards the MBE/WBE goal.
- C. **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.
- D. **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/manufacture's representative will be counted toward the MBE/WBE goal, provided they are determined by the 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.

- E. **Services.** One hundred percent (100%) of fees or commissions charged by an MBE/WBE for providing a bona fide service, such as professional, technical, consultant, 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.
- F. **Trucking Operations.** If using an MBE/WBE firm for trucking operations, the MBE/WBE trucking firm of record is the firm that is listed on the MBE/WBE Participation Plan. The MBE/WBE trucking firm shall own and operate at least one registered, insured, and fully operational truck used for the performance of the Work and shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting the MBE/WBE goal. The MBE/WBE trucking firm of record shall control the day-to-day MBE/WBE trucking operations for performance of the Work, and shall be responsible for (1) negotiating and executing rental/leasing agreements; (2) hiring and terminating the work force; (3) coordinating the daily trucking needs with the Contractor; and (4) scheduling and dispatching trucks.
1. **MBE/WBE Owned/Leased Trucks.** One hundred percent (100%) of the value of the trucking operations the MBE/WBE provides for the performance of the Work using trucks it owns or leases on a long-term basis that are registered, insured, and operated by the MBE/WBE using drivers it employs, will be counted toward the MBE/WBE goal.
 2. **MBE/WBE Short-Term Leased Trucks.** The MBE/WBE may lease trucks on a short-term basis from another MBE/WBE, including an owner/operator who is Port Authority certified as an MBE/WBE. One hundred percent (100%) of the value of the trucking operations that the lessee MBE/WBE provides will be counted toward the MBE/WBE goal.
 3. **Non-MBE/WBE Trucks.** The MBE/WBE may lease trucks on a short-term basis from a non-MBE/WBE, including an owner-operator. One hundred percent (100%) of the fee or commission the MBE/WBE receives as a result of the lease arrangement will be counted toward the MBE/WBE goal. The value of the trucking operations provided by the lessee will not be counted toward the MBE/WBE goal.

- G. **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 contract equal to the distinct, clearly defined portion of the work of the contract that the MBE/WBE performs with its own forces. Please contact the Office of Business Diversity and Civil Rights at (201) 395-3958 for more information about requirements for such joint ventures.

10. Code of Ethics for Port Authority Vendors

The Port Authority has adopted a Code of Ethics for Port Authority Vendors (the “Code”). The Code is hereby made a part of this Agreement. The Code can be found at <https://www.panynj.gov/business-opportunities/become-vendor.html>.

MBE/WBE PARTICIPATION PLAN AND AFFIRMATION STATEMENT **PA 3760A /3-16**

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 used interchangeably and mean any Contractor, Consultant, Supplier, or Vendor who submits a response to this solicitation.

BID NUMBER AND TITLE: _____

BIDDER:
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 Bidder 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 3760A 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 Bidder _____ 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 Bidder must have ACKNOWLEDGEMENT BY NOTARY PUBLIC completed on the reverse side.

ACKNOWLEDGEMENT BY NOTARY PUBLIC

PA 3760A

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)

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

1. SIGNATURE SHEET

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

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

Bidding Entity's Legal Business Name_____

Bidder's Address_____

City, State, Zip_____

Telephone No._____ FAX_____

Email_____ EIN#_____

SIGNATURE_____ Date_____

Print Name and Title_____

ACKNOWLEDGEMENT:

STATE OF: _____

COUNTY OF: _____

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

Notary Public

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

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

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

2. NAME AND RESIDENCE OF PRINCIPALS SHEET

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

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

3. PRICING SHEET(S)

Entry of Prices

Please submit your pricing electronically in the given excel spreadsheet which can be accessed at: http://www.panynj.gov/business-opportunities/pdf/2019.05.01_PARTIV_PartB_PricingSheets.xlsx. You should also submit your pricing in hard copy. In case of a conflict between or among the hard copy and electronic pricing sheets, the hard copy shall prevail. All figures inserted will be interpreted as being quoted in United States Dollars. There are several sheets:

- a. **Pricing Sheet Summary** – All the preventative maintenance, remedial maintenance and other costs (General and Administrative, Materials and Equipment and Markup) costs are summarized on this sheet. No input is required on this sheet from Bidders.
- b. **Work Order Sheet** – Bidders must insert the Net Cost Percentage on this sheet for each airport and Contract Year. Note this Net Cost Percentage must match the Corrective/Remedial Net Cost Percentage.
- c. **Preventative Maintenance Pricing Sheet** – Bidders must insert the preventative maintenance costs on this sheet for the following items for each airport and Contract year:
 1. Project Overhead
 2. Computerized Maintenance Management System
 3. Reports

Other parts of the pricing sheets will populate automatically from the data input for the above three items.

- d. **Corrective/Remedial Maintenance Pricing Sheet** – Bidders must insert:
 1. **Labor** - Cost per hour for each title listed by Contract year on the pricing sheet.
 2. **Net Cost (Materials and Supplies)** – Cost for all items in this section by Contract year.
 3. **Net Cost Percentage** – This field will auto populate based on the percentage entered on the Net Cost Percentage field in the Work Order Sheet.
- e. **CCTV Summary Sheet** – This sheet is for informational purposes only.
- f. **CCTV Maintenance Services Pricing Sheets Years 1 – 5** – These sheets list the CCTV counts by airport. Bidders must insert unit pricing by CCTV category (fixed, PTZ, etc.) for each Contract year. The information on these detailed pricing sheets are then summarized on the Preventative Maintenance Pricing Sheet and the Pricing Sheet Summary.
- g. **CACS Summary Sheet** – This sheet is for informational purposes only.

- h. **CACS Maintenance Services Pricing Sheets Years 1 – 5** – These sheets list the CACS category counts (Access Control and Monitored Doors, Badging Stations, CACS Workstations, ISC Cabinets, Servers, Guard Posts, Duress Alarms, Environment Room Monitoring, Roof Hatch Alarms, Power Support Devices, Disaster Recovery Plan Testing, Escort Lights at Podiums, etc.) by airport. Bidders must insert unit pricing by CACS category. The information on these detailed pricing sheets are then summarized on the Preventative Maintenance Pricing Sheet and the Pricing Sheet Summary.
- i. All Bidders are asked to ensure that all charges quoted for similar operations in the Contract are consistent.
- j. Bidders are advised that the Items on the Pricing Sheet(s) correspond to the required services set forth in the Specifications hereunder.
- k. Bidders must insert all figures as required and verify all computations for accuracy. The Port Authority in its sole judgment reserves the right to: (1) reject Bids without checking them for mathematical errors or omissions, (2) reject Bids that contain or appear to contain errors or omissions, and (3) supply corrections to Bids that contain or appear to contain mathematical errors and omissions, and in this case the Port Authority reserves the right to recompute the Total Estimated Contract Price (which amount shall then govern in all cases) based upon the Unit Prices inserted by the Bidder.
- l. In the event that a Bidder quotes an amount in the Total Estimated column but omits to quote a Unit Price for that amount in the space provided, the Port Authority reserves the right to compute and insert the appropriate Unit Price.
- m. The Total Estimated Contract Price is solely for the purpose of facilitating the comparisons of Bids. Compensation shall be in accordance with the section of this Contract entitled “Payment”.
- n. The Total Estimated Contract Price shall be obtained by adding the Estimated Annual Contract Price for the first year of the Contract, to the Estimated Annual Contract Price for each subsequent year, including in the Estimated Annual Contract Price for the following years, if applicable, adjustments in the price due to a percentage increase or decrease for the years following the first year of the Contract to be inserted by the Bidder as described hereinbefore.

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

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1. SPECIFIC DEFINITIONS

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

“Airport Security Manager”, “Airport Security Managers”, “Program Manager”, “Manager” shall mean the person designated by the Director to manage all aspects of this Contract, or his/her successor in duties for the purpose of this Contract or his/her duly authorized representative. No persons shall be deemed a representative of the Manager except to the extent specifically authorized in an express written notice to the Contractor signed by the Manager. No person shall be deemed a successor in duties of the Manager unless the Contractor is so notified in writing signed by the Port Authority.

“AMS Provider” shall mean the Port Authority’s Applications Maintenance Services Provider for Lenel and Verint Systems.

“AOA” shall mean the Air Operations Area.

“Authority”, “Port Authority”, “PA” or “Agency” shall mean the Port Authority of New York and New Jersey.

“CACS System” shall mean the Computerized Access Control Security System or Computerized Access Control System.

“CCTV” shall mean Closed Circuit Television.

“Critical Failure” shall mean an incident which affects a system’s operational availability in whole or part on the airport inclusive of CACS application failures which cause the airport to operate the Intelligence System Controllers (ISC) in stand-alone mode. Areas which have single points of failure are considered critical. An example is an access control point with a single reader. If this reader fails, then access to the secured areas to the airport is affected. Therefore, this incident is considered critical. The Port Authority reserves the right to prioritize Contractor resources in response to critical failures.

“Non-Critical Failure” shall mean an incident which has redundant systems to provide coverage (no single point of failure). An example is if there is a camera angle/view and a redundant camera is able to capture the same/similar angle/view.

“Director” shall mean the Director of the Port Authority Security Operations and Programs Department (SOPD) for the purpose of this Contract or one of his/her authorized representatives for the purpose of this Contract. No persons shall be deemed a representative of the Director except to the extent specifically authorized in an express written notice to the Contractor signed by the Director.

Further, no person shall be deemed a successor in duties of the Director unless the Contractor is so notified in writing signed by the Port Authority's Chief Procurement Officer. No person shall be deemed a successor in duties of the Director unless the Contractor is so notified in writing signed by the Director.

“Facility”, “Work Site” or “On Site” or words of similar terms shall mean individually or collectively as the context indicates: Newark Liberty International Airport (EWR) in the Cities of Newark and Elizabeth, State of New Jersey; LaGuardia Airport (LGA) and John F. Kennedy International Airport (JFK) in the Borough and County of Queens in the City and State of New York; Stewart International Airport (SWF) in Orange County in the City of Newburgh in the State of New York; and if applicable, at the option of the Port Authority, Teterboro Airport (TEB) in the Cities of Teterboro and Moonachie, State of New Jersey, and shall include property, which may have been heretofore or may hereafter be acquired or leased by the Port Authority and made a part of any such Facility.

"ISC" shall mean Intelligent Security Controller.

“Lenel” or “LNL” shall mean Lenel Systems International, Inc.

“Maintenance” or “Service”, or words of similar import, shall mean the aggregate of the following: services listed under this Contract such as Preventative Maintenance, Remedial Maintenance, on-call repairs, periodic inspection, testing and remedial repairs of the Systems, software and equipment as specified herein.

“Manager’s Authority” or words of similar import, as used herein, shall mean the Port Authority shall have the right to approve/disapprove of individuals under this Contract. For more information, see Section 41 of the Standard Terms and Conditions

“Materialmen” or “Materialman” shall mean anyone who furnishes materials, plant or equipment (including temporary or consumable materials) to the Contractor or any Subcontractor for use at or about the work site in the performance of work.

“Multi-Facility Security Systems and Equipment” (MFSSE) shall mean the system comprised of Lenel OnGuard CACS System, Verint Nextiva CCTV, identification/badging, surveillance, analytic, and associated field equipment.

“Notice” shall mean a written statement, whether such written statement is delivered in hardcopy or electronically.

“Operational Availability” shall mean the time in which CACS System and CCTV (and their component equipment) are in a normal functioning condition, in accordance with the manufacturers’ stated functionality and performance.

“Overtime Working Hours” shall mean hours worked in excess of eight (8) hours per day and hours worked in excess of forty (40) hours per Week.

“Preventative Maintenance” shall mean the inspection, testing, lubricating, filter replacements, equipment cable management, cleaning electronic cabinets (inside and outside) and removing any particles such as dust, adjusting and cleaning of all related MFSSE in accordance with contract documents, industry best practices and manufacturers’ suggested preventative maintenance recommendations found on manufacturers’ website.

“PTZ” shall mean CCTV features pan, tilt and zoom.

“Problem” or “Issue” shall mean, but not be limited to mean, failure, error condition, or malfunction whereby Systems or equipment are not operating satisfactorily and/or are not performing properly as determined by the Port Authority.

“Regular Working Hours” shall mean hours worked up to eight (8) hours per day and hours worked up to forty (40) hours per Week. Thirty-Two (32) hours of the forty (40) hour work week shall be performed during Tour B and eight (8) hours of the forty (40) hour work week shall be performed during either Tour A, Tour B, or Tour C at the Port Authority’s sole discretion.

Tour Hours are listed below:

| Tour | Hours |
|------|-----------|
| A | 0000-0800 |
| B | 0800-1600 |
| C | 1600-0000 |

“Remedial Maintenance” shall mean unscheduled maintenance necessary for any portion of the MFSSE to function at a level equal to or better than manufacturers’ specifications and performance standards.

“SIDA” shall mean the Security Identification Display Area.

“Systems” shall mean all, but shall not be limited to, the following: components, parts, system units, electronic and electrical hardware, mounting brackets, firmware, field devices, hierarchal groups or individual element associations, and other constituent elements that comprise the CACS System and CCTV systems and equipment that provide operational availability and performance.

“TEC” or “TD” shall mean to the Port Authority’s Technology Department.

“Verint” shall mean to Verint Systems, Inc.

“Working Order” shall mean the condition of equipment where it function consistent with its intended purpose and consistent with manufacturers’ performance specifications.

2. SCOPE OF WORK SUMMARY

The Contractor shall be responsible for the performance of all Work as set forth in these Specifications and shall meet or exceed all specified performance standards. Failure to meet these performance standards may result in liquidated damages.

Work performed on the MFSSE must be in full compliance with the Port Authority's Airport Rules and Regulations, Port Authority's Rules, Code of Federal Regulations (CFR) Title 49 Part 1542, Transportation Security Administration (TSA) Security Directives, and all other applicable federal regulations as they are enacted by any applicable governing agency, and any amendments, revisions, or similar updates to any of the foregoing that may occur from time to time while this Contract is in effect.

The Contractor shall perform Maintenance on and for all equipment comprising the Port Authority's MFSSE located at the Facilities, including hardware support as more particularly set forth in the scope of work. In connection with performing Maintenance, the Contractor shall coordinate, supervise, perform Move/Add/Change activities and Time and Material work, and support applicable project work efforts by participating in site surveys and planning meetings as necessary. All Contractor work is subject to Port Authority approval.

The MFSSE provides the Port Authority's airports with an essential, effective and efficient means to monitor and control access to the SIDA/AOA, that includes CCTV surveillance to designated critical and/or security sensitive locations at LGA, JFK, SWF and EWR Airports with the possible addition of performing the same services at Teterboro (TEB) Airport. The Contractor shall maintain the SWF CACS system. There is a possibility the Contractor will be required to maintain the SWF CCTVs at a later date. LGA, JFK, EWR and SWF have computers, subsystems and field equipment which operate independently of one another.

The present MFSSE system at LGA, JFK and EWR consists of the following:

- a) CACS System manufactured by Lenel.
- b) ID badging system comprised of CrossMatch hardware/software and Lenel software.
- c) Mobile ID verification system by MorphoTrak.
- d) CCTV system and its associated peripherals, interfaces, modular components manufactured by or presently used by or integrated to Verint.
- e) CCTV cameras (analog and or IP versions) as approved, certified and multicast enabled on the latest version of the Airports Verint Systems at the Port Authority Airports as well as the latest Engineering specifications (13710) and the Port Authority's CCTV Standards.

The Contractor shall perform all of its Work, and shall ensure that the MFSSE system is, in compliance with the Port Authority Technology Department Standards and Guidelines and Port Authority Audit Control Requirements.

The Systems and equipment under this Contract consist primarily of field equipment such as access control devices, serial and optical interfaces, panels, access control and lock power supplies, batteries,

cabling, connectors, terminations points, as well as video surveillance cameras, other physical security field devices, CCTV encoders, decoders, camera power supplies, power injectors, switches, and any other security systems peripherals (i.e., analytics and infrared lighting, optical interfaces) and/or of similar type. All Work shall be performed in accordance with the requirements and specifications included in this Contract as well as manufacturer recommendations resulting from upgrades, updates, and patches.

The Contractor shall coordinate all work involving hardware and software application components in harmony with all necessary parties (Application Maintenance Services (AMS), Network & Computer Management providers (Presidio and Pomeroy), etc.) to resolve the problem in the most efficient and timely manner resulting in the best possible outcome for the Port Authority (refer to Standard Contract Terms & Conditions, Harmony section).

The Contractor shall develop and maintain access control and CCTV system topologies depicting core hardware components essential for the performance of maintenance services for all systems and equipment hardware under this Contract. Updated topology drawings shall be submitted to the Port Authority for archiving based on latest conditions at a minimum on an annual basis.

The Port Authority at any time may elect to conduct/participate in system pilot projects. The Contractor shall work in harmony with the pilot system vendor and other associated stakeholders. In addition, the Contractor may be required to purchase equipment to test in the pilot project and report such test results to the Port Authority. The Port Authority will reimburse the Contractor for such equipment provided the Contractor can provide supporting documentation which meets Port Authority approval.

3. CONTRACTOR QUALIFICATIONS AND STAFFING REQUIREMENTS

Below is the minimum Contract start support staff (Technician and Program Management) the Contractor will need to provide. The Contractor is responsible to provide the required level of service as stipulated in the Scope of Work. Failure to provide service may result in Liquidated Damages.

LGA: Field Engineer/Technician(s): 1, Program Managers: 1

JFK: Field Engineer/Technician(s): 3, Program Managers: 1

EWR: Field Engineer/Technician(s): 2, Program Managers: 1

SWF: Field Engineer/Technician(s): 1, Program Manager: 1

If option for TEB is engaged, the Contractor shall provide 1 Field Engineer/Technician and 1 Program Manager.

The Contractor shall provide a dedicated Account Manager to cover all airports.

All Contractor (and subcontractor) staff who perform work pursuant to this Contract on-site must be certified to perform maintenance on the type of system(s) or equipment that they are performing work on which will be Lenel. Verint certification is desired but not mandatory.

4. AIRPORT SECURITY SYSTEMS DESCRIPTION

Upon Contract award, the Contractor shall begin performing maintenance and all other Work as may be required herein on the MFSSE identified in a detailed equipment list that will be provided to the Contractor (the "Detailed Equipment List").

From time to time during the term of this Contract, the Manager, in his/her sole discretion, may determine that certain Systems and equipment no longer require services under this Contract. If that is the case, the Manager will provide at least seven (7) days' notice to the Contractor, specifying what Systems and/or equipment no longer require service, and the Contractor shall reduce the monthly invoice to reflect the change as applicable for each Facility.

From time to time during the term of this Contract, the Manager, in his/her sole discretion, may determine new equipment should be added to the Detailed Equipment List and will require Maintenance. In such case, the Manager will provide at least seven (7) days' notice to the Contractor specifying what equipment should be added to the Detailed Equipment List. The Contractor shall quote a price for the Maintenance of such equipment. If the proposed price is accepted by the Port Authority, the Contractor shall begin performing maintenance services on such new equipment. The price quoted and accepted by the Port Authority shall not be adjusted at any time during the Contract unless the Port Authority provides written approval for such an adjustment. It is the Contractor's responsibility to update the Detailed Equipment List accordingly with such updates occurring no later than the last day of the month in which such new equipment was added to the Contract. The Contractor shall also update its monthly Preventative Maintenance cost following the month in which such new equipment was added.

Description of Present MFSSE

A. CACS System - Access Control

The CACS System is comprised of the Lenel On-Guard application software running on master servers. The system employs two (2) servers at each of the airports (LGA, JFK and EWR), which are logically configured as Primary and Stand-By (redundant), with automatic fail over in the event of a computer system (server) failure. No operator intervention is required to implement the switch from Primary to Stand-By. Both the Lenel master servers, primary and secondary, are located at each of the airports (LGA, JFK, and EWR).

The Lenel application provides management and configuration of each CACS System. Presently, the Port Authority is using the AMS Provider to perform Lenel OnGuard software application programming and configuration services. The Lenel application combines independent multiple-site access control, alarm monitoring, ID badging, and mobile ID verification into a single, distributed, and security management solution.

The Port Authority has a data conduit which allows the Port Authority CACS System to communicate with the tenant access control systems so Port Authority can transmit cardholder information with its tenants. Datalink is currently used at JFK Terminals 4

and 5 and Building 78. It is currently anticipated that Datalink will be expanded to all JFK terminals. The Contractor shall have a strong technical knowledge and understanding of data conduit level of functionalities in order to assist, support with any Port Authority required field support.

B. CACS System - Credentialing

The ID Badging System is used to design and produce badges, record cardholders' data, pictures, and biometric information. Equipment includes badge printers and its components, digital cameras, biometric fingerprint capture readers (CrossMatch ID500), and DesFire Encoders.

Aviation security is currently working with a vendor, Intellisoft, to develop and implement an Identity Management and Credential Issuance System (IdM-CIS). This new system shall interface with the CACS System and be implemented no later than the end of 2019. After implementation, the CACS System will only perform access control and alarm monitoring functions. Credentialing information will be obtained from the IdM-CIS. Therefore, Intellisoft will maintain the application and its associated peripherals (ID Card printers, ID Card cameras, etc.). The Port Authority's Helpdesk vendor will maintain the badging servers and workstations.

C. Mobile ID Verification System (MorphoTrak Handhelds)

The mobile ID verification system (MorphoTrak Handhelds) are mobile units used by Aviation Security, Operations, and our contract staff (Auditors) to perform ID verification checks on the airport secured areas. For the MorphoTrak Handheld specifications, please see Equipment Inventory Summary attached here to as Attachment A.

D. CCTV System

There are several CCTV systems at the airports. Each CCTV system consists of Verint Nextiva and/or Loronix Video Management platform/ applications, which are comprised of the following system components: a primary server, and/or a backup server, Analog and IP cameras (fixed and PTZ), video monitors, digital video recorders (DVRs), VCRs, and video matrix switches, encoders and decoders, serial and optical interfaces and workstations. These systems are displayed and viewed at the Port Authority Operations Control Centers/Security Operations Center, airport terminals, and other designated locations within each of the airports. These systems operate via the Port Authority's Network.

Presently, the Port Authority is using the AMS Provider to perform Verint Video Management software application programming and configuration services. The AMS Provider will program and configure, add, delete, update/modify, etc. the Verint applications software. Configurations include the integration, modification and removal of related field devices (CCTV Cameras, Encoders Decoders, interfaces, etc.).

E. MFSSE System Components

Each airport is equipped with the following components/specifications controlled by the MFSSE. For more system component information, please refer to Attachment A.

- Access Control Panels, cabling, and associated hardware and software
- Single and/or Double Doors Electronic Locking Hardware & associated electrical hinges, adapters, power supplies, etc.
- Single and/or Double Doors Contacts and Magnetic Bond Sensors
- Door Lock Override Key Switch
- Cabinet Tamper Switch
- Tamper-proof Sensor Door Contacts
- Emergency Release Panic Bars
- Power Supplies and batteries for the power supplies, UPS and UPS batteries
- Badge workstations and printers
- Handheld units
- Intelligent system controllers
- Dorado Readers (serviced by others) - Note these readers are being phased out for HID Desfire Readers
- HID/Desfire Readers
- Biometric Readers
- Strobes and lights
- Fixed and PTZ cameras
- Communication Equipment from and to field devices
- Uninterruptible Power Supply/Source (UPS)

5. CHANGE CONTROL

Change control refers to a process whereby changes are proposed, assessed, reviewed and applied. It provides stability and safety to ensure the system continues to operate properly. The Contractor shall manage the change control process as follows:

- All changes to the system shall be the Contractor's responsibility.
- The Contractor shall assist AMS Provider (when required) as it relates to change management procedures and recommendations that may be necessary to ensure all system changes (upgrades, service packs and patches, etc.) are properly executed.
- The Contractor shall work with AMS provider (when required) to ensure all vendors properly follow change management procedures, which shall include, but not be limited to, completion and submission of change request forms and documenting the action(s) taken to complete the change request (time for each task/subtask). If the work cannot be accomplished in the specified time frame, the Contractor will have to revert to a previous revision.

- Provide a method for accepting changes to the system and rejecting changes which may degrade the system.
- Provide revision control and recovery plans for the system.
- Allow all parties affected by the proposed change to assess resources, schedule, quality and impact.
- Coordinate with AMS Provider regarding system-wide upgrades, updates, patches and expansions, resolving any system maintenance issue(s), twice a year at minimum for major version update. All changes must also be coordinated with the Aviation Application Administrator. In an effort to mitigate loss of functionality, Aviation Security may require the above referenced work be performed with 'After Hours' support. Therefore, the Contractor shall include the necessary cost to support service maintenance activities.
- Provide an audit trail of the system.
- Provide a change proposal to the Airport Security Manager. The change proposal shall identify the work, description of the change, dependencies, description of the impact, schedule, parties affected, description of leaving the system as-is compared with the suggested change and recommendation.
- Ensure all new hardware for physical security systems is configured, programmed, setup and tested before installing into the production environment. The Contractor shall submit a test plan to the Port Authority.
- Make provisions for the orderly implementation of hardware changes and updates minimizing the disruption of system services or users. Oversee and control changes to the hardware configuration and be responsible for the area where the work is being performed during installation.
- Provide and maintain detailed drawings of a high-level system configuration/architecture/map of the CACS System and CCTV systems including the number and type of equipment, IP and MAC addresses, Switch Port assignments and end point connections at installed locations for each Site.

6. STAKEHOLDER RELATIONSHIPS

During the Contract term, the Contractor shall maintain relationships with several stakeholders as they supply equipment, software, Aviation application management and administration of services to sustain the MFSSE.

The Contractor must support and maintain the equipment and software provided by these stakeholders. Such support shall include contacting the manufacturer for consultation on product

installation as well as escalating of problems for resolution. In addition, the Contractor shall provide all services to support the system and end user support.

7. ADDS, MOVES, AND CHANGES

The AMS Provider will program and configure, add, delete, update/modify Lenel Access Control field devices upon completion of appropriate Inventory and Change Request forms. These forms will be the responsibility of the Contractor to complete and submit for Airport Security Manager's approval two weeks prior to commencing work involving Lenel Field devices. Furthermore, the Contractor shall be required to provide all necessary local programming, configuration, setup, testing, troubleshooting, etc. from one location at each airport involving Lenel field devices, associated peripherals such as but not limited to ISC Controllers, Serial Interfaces, Readers, Mobile Stations (e.g., handheld devices), Master Servers, Redundant Servers, Workstations.

The Contractor shall coordinate all processes involving the programming and configuration of the Lenel software application with the AMS Provider. A minimum of two-week advance notification to the AMS Provider is required. In the event of an emergency, the Contractor shall adhere to existing facility protocols to engage the services of all technical teams that may be required to support and rectify the emergency.

Programming and configuration will be based upon the completion and submittal of appropriate Inventory and Change Request forms. These forms will be the responsibility of the Contractor to complete and submit for the Airport Security Manager's approval two weeks prior to commencing work involving Verint Video Surveillance Field devices. Moreover, the Contractor shall coordinate all processes involving the programming and configuration of the Verint software application with the AMS Provider.

Furthermore, the Contractor shall provide all necessary local programming involving Verint Systems field devices, associated peripherals such as but not limited to Encoders, Decoders, keyboards, Serial Interfaces, etc. This includes responsibility for both A/D matrix switches at both JFK and EWR airports. Please reference the TEC Security Application Matrix for more information as Part V, Attachment B.

8. WORK ORDER SERVICES

The Contractor shall provide upgrades/changes/modifications to the Lenel security access systems, ID Badging System, Verint CCTV and components and ID Verification system and their components at the airports. The Contractor must receive prior Port Authority approval before implementing any upgrades/changes/modifications to any of these systems and such upgrades/changes/modifications shall be compatible with these systems. It is anticipated that on average, no more than one (1) work order request will be submitted per airport in a month (total three per month).

There are two types of work orders: 1) Normal and 2) High Priority. The Contractor shall submit normal work order pricing to the Port Authority no later than 15 business days from agreed upon scope of work between the Port Authority and the Contractor. The Contractor shall submit high priority work order pricing to the Port Authority no later than 7 business days from agreed upon

scope of work between the Port Authority and the Contractor. Failure to adhere to the specified times may result in the imposition of liquidated damages.

The Contractor shall support and maintain a calling center, available 24x7x365, for the processing, acknowledgement of service maintenance, work order calls issued by the Port Authority either through the Authority's Help Desk calling Center or via command control centers, end users, managers, etc. The Contractor's calling center shall maintain logs of any tickets issued by the Port Authority's help desk center. In addition, the call center shall issue work order/ticket numbers upon receipt of service maintenance, emergency, user request calls. Furthermore, the Contractor shall 'Close' a ticket by notifying the Port Authority's Help Desk Center and by issuing a 'closed ticket' report to individual facility manager(s).

Depending upon the scope of work in the work order, the Contractor may be required to pull/install fiber conduit and Ethernet runs, etc. and wireless communications at new locations or to correct any failures. The Port Authority shall reimburse the Contractor for such work performed provided proper evidence thereof is submitted.

The Contractor's Work Order price will be a final all-inclusive price. This includes all labor (standard and after hours), materials, equipment, supplies, profit, overhead and all direct and indirect costs. All Work Order price quotations, must contain the following information:

- Work order document (Scope of Work) - includes work order number, airport and date.
- Task Order document (Cost Proposal).
 - a) Date, Title, Work Order Number and Objective.
 - b) Equipment (Make, Model, Description and Quantity of equipment)
 - i. Maintenance - provide total increment/decrement of monthly cost.
 - ii. Unit price, Extended Cost Subtotals (total = qty x unit price).
 - c) Schedules and Labor
 - i. Milestone schedule.
 - ii. Staffing schedule - breakdown staffing by hours and category (Contractor and subcontractor), indicate if standard or premium time is required by title.
 - d) Engineering drawings depicting details of equipment installations to be performed as work of each individual Work Order, including, but not limited to, cabinet elevations, site plans, building plan drawings, equipment cabling connection schematic diagrams, configuration diagrams, and telecommunications interconnectivity diagrams. As built engineering drawings shall be provided once the Work Order is completed and accepted by the Port Authority.
 - e) Miscellaneous items such as equipment rental.

- f) Three (3) price quotes from different vendors/subcontractors for each work order. One quote shall be from the state (GSA) unless the Port Authority approves an exception.
- g) Warranty statement.
- h) Line for Port Authority signature approval.
- i) Indicate the changes to the maintenance schedule as a result of the Work Order. Indicate addition/deletion of specific items from the schedule. In addition, provide a total increment/decrement of the monthly preventative maintenance cost.
- j) Pricing summary.

The Port Authority will use reasonable efforts to provide all CAD drawings in electronic or other format for all locations. Please note the Port Authority Engineering Department is progressing towards the use of a Building Information Modeling (BIM) process. This process enables architecture, engineering and construction professionals to more efficiently plan, design, construct and manage buildings and infrastructure. The Contractor shall submit any installation/modification drawings in BIM and CAD format to the Port Authority. The Contractor shall submit any exception requests to this requirement to the Port Authority for approval.

In regards to LGA airport, Hangar 1 work, the Port Authority will only pay for work order services until June 2021 unless LaGuardia Gateway Partners (LGP) assumes responsibility of Hangar 1 sooner.

a) Work Order Compensation

The negotiated amount for each Work Order to be stated as a lump sum amount, herein called the "lump sum", is full consideration for the performance of all the Contractor's obligations for each individual Work Order executed under this Contract. This lump sum amount shall not be exceeded without express written approval from the Port Authority.

Work Orders under \$200,000.00

The Contractor shall receive 50% of the lump sum amount for mobilization and the remainder upon satisfactory completion of the Work Order. If Contractor spends more than the agreed to lump sum prior to receiving Port Authority approval, the Port Authority will not pay the difference unless the Contractor provides a satisfactory reason(s). The Contractor shall submit the final invoice with supporting documentation for performed work order services no later than six months from system acceptance.

Work Orders \$200,000.00 or higher

The Contractor shall receive the following percentages:

- Work Order Approval: 25%.
- Completion of Installation/Equipment Modification: 25%.

- Completion of System/Equipment Acceptance Testing: 25%.
- Acceptance of System/Equipment (Notice of System Acceptance Form signed) 25%

The Contractor shall submit the final invoice with supporting documentation for performed work order services no later than six months from system acceptance.

b) Performance of Services

The Airport Security Manager and/or Program Manager shall have authority to increase, decrease, modify and suspend the performance of any work for any period during which he/she deems it undesirable to proceed therewith for any reason, whether or not either of the parties is responsible for such reason; and the Director may cancel this Contract as to any work not yet performed if he/she deems it undesirable to proceed therewith for any reason, without prejudice to rights and obligations arising out of work already performed.

The Contractor shall, within twenty-four (24) hours, comply with any oral or written requests given by the Airport Security Manager and/or Program Manager to correct a condition or situation deemed by the Airport Security Manager and/or Program Manager to require action. These requests will address conditions that threaten the safety of people, the facilities or the system availability. Response shall be expected of the Contractor's personnel for any condition or situation determined by the Airport Security Manager and/or Program Manager to constitute an emergency. For response times, please see Part III, Section 5, entitled "Liquidated Damages." The Contractor shall submit to the Airport Security Manager and/or Program Manager on the first day of each calendar month during the term of this Contract a written report (Operational Performance and Availability) listing and describing the actions taken by the Contractor with respect to any matters which the Airport Security Manager and/or Program Manager may have, during the preceding month, requested the Contractor to correct or remedy.

c. System Performance Standards

The Contractor shall maintain System Performance Standards as defined below. All work delivered by the Contractor is expected to be implemented without deteriorating these performance standards. Contractor's delivered work product shall not diminish the ability of the system to meet its throughput capability, its capacity, and its availability requirements. The Contractor shall only perform work approved by the Port Authority.

The CACS System/CCTV application shall have an uptime availability of 99.99% per year. This means the application shall not have more than 52 minutes, 34 seconds of downtime. Downtime scheduled by the Port Authority will not be counted for purposes of calculating uptime availability.

At a minimum, the Contractor must maintain the MFSSE performance profile in the following areas for all implemented work products:

1) CACS System

- Must be Port Authority approved.
- Must be compatible with Lenel.
- CACS System devices and their parts must be serialized and recorded.
- External and internal reader(s) must have weather seal protection.
- Display a single alarm received by the host computer within one second under normal conditions and within three seconds maximum under extreme conditions (such as when multiple alarms are occurring simultaneously), after detection device activation.
- Accept and process, a minimum, of five access requests, either from a Remote Processing Controller (RPC), or resulting from an operator query, within one second.
- Be user configurable to filter the number of repetitive or spurious alarms from a single device in a specified period of time. The frequency of alarms shall not be cause for system degradation.
- Process log-on transactions at the system host within 5 seconds as measured from the time the entry key is depressed after input of the password until a system acknowledgment is displayed on the operator's monitor.
- Process all operator entered commands within one second and update the appropriate transaction record on the database within two seconds.
- Process accesses to the card database for validation within 2 seconds to provide real-time response and action as a result of an access and update the database with the results within 5 seconds.
- Ensure that the system shall have sufficient capacity to handle 150% of the expected peak hour transaction rate (access points and card swipes) over the communications network, while processing the most complex report generation and data queries, archives and badging.
- Ensure a sub-system that shall have the capability to produce seventy-five (75) ready to use badges per hour, per airport.
- CACS System equipment must pass all tests and inspections including:
 1. Keypad Function Test
 2. Duress Alarm Test

3. Reader Tamper Test
4. Electro-Mechanical Door Locking Test
5. Lock's Magnetic Bond Test
6. Door Contact Alignment Validation
7. Door Crash Bar Test
8. Door Emergency Release Test
9. ACP BATT DC/AMP load Test
10. ACP 12VDC Power Supply Test
11. Lock 24VDC Power Supply Test Other DC power Supplies Test
12. REQ to Exit Motion Sensor Test
13. Interior and Exterior Security Sensors Test
14. Equipment Cabling Inspection

2) CCTV

- Must be Port Authority approved and comply with Port Authority's CCTV Standards as well as Engineering's Camera Specifications.
- Must be compatible, multicast ready, certified and approved with Verint Version 6.4 or higher.
- Must be replaced by present camera type. The Contractor shall specify what improved/new features the new camera has compared to the old one. In addition, any camera replacement must be Port Authority approved prior to work commencement.
- Cameras and all associated parts must be serialized and recorded.
- Lens type of each camera shall be listed.
- Camera locations shall be included.
- Both external and internal cameras must have weather seal protection.
- The system shall record video at 4 CIF 15 FPS 7 X 27 for 31 days.
- The system shall not experience any major failure within a 24-hour period, exceeding the duration of the allowable downtime for any individual equipment category. The allowable downtime calculation shall be based on manufacturer's published data with respect to the anticipated or established failure rates.
- The system must be free from dust, moisture and all interferences that impedes or affect the reliability of the system.

- The system shall have a health monitoring feature and capability to notify Port Authority management as well as to the service provider.
- CCTV equipment must pass all tests and inspections including:
 1. Camera Field of View Inspection, Categorize, Archive and Maintain Active Log.
 2. PTZ Functions Test.
 3. PTZ Presets Test – Categorize, Archive and Maintain Active Log.
 4. Camera 24VDC Power Supply Test.
 5. Other Camera Power Supply Test (Re: Power Injectors, Encoder/Decoder, etc.).
 6. Camera Surge Suppress Inspection.
 7. Camera Fiber Optic Modules Inspection.
 8. Equipment Cabling Inspection.

d) Work Order Warranty

The Port Authority requires all new work performed pursuant to a Work Order be warranted against defects in material and workmanship for a period of at least twelve (12) months (the “Work Order Product Warranty Period”). The Contractor shall provide details concerning its warranty coverage in its proposal.

During the Work Order Product Warranty Period, commencing upon Port Authority’s signing of a System Acceptance Form, the Contractor shall provide Warranty Service on all equipment and software furnished under the Contract such that the Work Order product will perform in accordance with the specifications as defined and specified in the Contractor’s Work Order, twenty-four (24) hours a day, seven (7) days a week, including Holidays. Such performance of the MFSSE shall be referred to as performing in “Working Order”.

During the Work Order Product Warranty Period, the Contractor shall provide, but not be limited to providing, the following:

- 1) On-site diagnosis and repair of defects in the equipment and software furnished herein
- 2) Technical support regarding the operational use of the Multi-Facility Security Systems and equipment
- 3) Provide diagnosis and fault isolation
- 4) Participate with technician staff in all intra or inter facility (internal/external) communications troubles affecting the MFSSE, whether maintenance is provided by the Contractor or a third party. Furthermore, such staff shall participate in resolution of all communication trouble issues

- 5) In the event the MFSSE is not in Working Order, the Contractor shall dispatch service personnel to the Work Site. Response times are specified in Part III, Section 5, entitled “Liquidated Damages”
- 6) Inasmuch as the loss to the Port Authority which will result from delays in completing diagnosis and repair work within the time herein stipulated will include items whose loss will be difficult or impossible to accurately calculate, the parties agree that damages to the Port Authority shall be liquidated as specified in Part III, Section 5, entitled “Liquidated Damages”

9. PREVENTATIVE MAINTENANCE SERVICES

The Contractor shall be the single point of contact for operating and maintaining the Systems including interfacing with other manufacturer equipment and/or third party vendors.

The Contractor shall perform all MFSSE operations and maintenance including, but not limited to, furnishing all labor, transportation/travel, supervision, materials, supplies, parts, equipment, warning signs and other safety devices and all other things necessary for proper maintenance and to perform the services in these Specifications described herein and any future changes therein. The Port Authority will provide keys to rooms housing equipment necessary for performing work hereunder. The Contractor shall return all keys in an undamaged condition upon expiration of the Contract. Any travel expenses/costs to work locations are not billable. Any exception to this rule will need written approval from the Port Authority. The Contractor shall provide a remote notification capability to the Port Authority via phone or a phone app when an application experiences downtime.

The Port Authority made every reasonable effort to identify all MFSSE as described in this Contract and listed in the Detailed Equipment List. After Contract award, the Port Authority will provide a detailed equipment inventory to the Contractor. The counts in the detailed equipment inventory may slightly vary from the equipment inventory summary as equipment may be subsequently/de-installed in response to airport needs. Upon receipt of the detailed equipment inventory, the Contractor shall conduct a detailed site survey and complete any missing information in said inventory. It is also the Contractor's responsibility to inventory and maintain the entire MFSSE, which includes prior engineering project installations, updates, enhancements, revisions, patches and subsequent engineering/maintenance changes. Please note the Contractor shall be responsible for installed MFSSE equipment once the Port Authority accepts it.

Within five (5) business days of Contract commencement, the Contractor shall provide the Port Authority with a Preventative Maintenance Schedule with a Staff Resource Plan (in this Section, the “PM Schedule” or "Schedule") for all equipment under this Contract. The PM Schedule shall include at a minimum the job responsibilities, hours by month to complete the schedule, etc.

The PM Schedule shall be based on the equipment manufacturers’ recommendations. In the event that no recommendations are available for certain equipment, the PM Schedule for such equipment shall be based on the Contractor’s experience in maintaining the same or similar equipment and in

agreement with the Port Authority. At a minimum, the PM Schedule shall have the Contractor perform PM services at least once a quarter on all equipment with the exception of the Uninterruptable Power Supply (UPS). The Contractor shall perform PM services on Aviation Security's UPS devices once a month. The Port Authority reserves the right to unilaterally modify the schedule frequency.

Preventative Maintenance on any equipment which interfaces with **Lenel** shall be performed by qualified technicians who (1) were formally trained by the equipment manufacturer(s) to perform such maintenance and (2) who are certified by Lenel to perform such maintenance. Preventative Maintenance on any equipment which interfaces with **Verint** shall be performed by technicians qualified to perform such maintenance. The Port Authority prefers, but does not require, such technicians to have Verint certification. The Contractor shall maintain technical certifications of all of its field engineer/technicians up to date as well as familiarized with latest manufacturer's product deployments, updates, upgrades, etc.

Except as otherwise provided or directed, the Contractor shall perform all preventative maintenance during Regular Working Hours unless otherwise advised. For more information on Regular Working Hours, please see Part V, Section 1, "Specific Definitions."

Any equipment such as bucket trucks, etc. used in the performance of maintenance services shall be invoiced separately as Extra Work. Usage of such equipment must be approved in advance by the Port Authority.

The Contractor shall perform maintenance services off hours or require coordination with stakeholders in certain locations (passenger screening checkpoints, etc.). The Port Authority shall give the Contractor a date/time range of such time availability by location. However, these dates and times are subject to change pending upon site operations. The Contractor shall include the cost to perform such maintenance services during off hours into the monthly maintenance invoice amount. In performing Preventative Maintenance, the Contractor shall, at a minimum:

1. CACS System and CCTV Mapping – The Contractor shall provide airport maps in BIM and CAD format where CCTV and CACS System equipment is installed unless the Port Authority provides written approval for an exception.
2. Inspect and maintain the equipment per the manufacturers' specifications, performance, recommendations and firmware updates. This includes the inspection of all physical connections and terminations and verification of all application, error and system logs.
3. Isolate, perform measurements and readings, inspections, troubleshoot, diagnose problems, perform repairs and error corrections.
4. Run applicable diagnostics programs on the equipment to determine problems.

5. If the Contractor needs to access to a local device the Contractor shall coordinate in advance with the AMS provider for a 'temporary field device' password release. Upon completion of preventative field device(s) settings/adjustments, the Contractor shall inform the AMS Provider that preventative work is completed. The field device access settings will then be password locked.
6. Repair or replace failed equipment and correct error conditions to ensure operational availability and performance of the equipment.
7. Maintain all equipment items, including but not limited to uninterruptible power supply (UPS), fittings, weather stripping, seals, vents, mounting brackets, calibrations, filters, cabinets, enclosures, camera domes, cable pigtailed, and connector terminations. Maintenance may include realignment, cleaning, lubrication, adjustments of mounting brackets, calibrations, vacuuming, etc. Replace and dispose of Aviation Security owned UPS devices with all supporting batteries every 3 years or sooner if:
 - The devices fail earlier.
 - The manufacturer recommends earlier replacement.
8. Vacuum CACS System and CCTV server and communication switch cabinet areas inside and out, including any dust, dirt and/or debris that may cover equipment components. Change any air filters within the cabinet areas once a month or sooner as needed. Ensure use of any appropriate antistatic and grounding method(s). The Contractor shall ensure its field engineer/technician staff adheres to and/ or applies to all necessary measures to avoid static discharges when performing work.
9. Realign and adjust the equipment to ensure operational availability and performance
10. When requested by the Port Authority, schedule and perform the cleaning of equipment at no additional cost to the Port Authority.
11. Replace barcode (or other tracking) labels on the equipment, if the original barcode (or other tracking) labels are illegible. The Contractor shall have an electronic system to assist in the tracking of preventative maintenance performed. The electronic system shall have an audit trail feature.
12. When requested by the Port Authority, provide consumables (laminates, cartridges, ribbons, cards and any other items) to maintain Security ID Office operation. The Port Authority shall reimburse the Contractor for the purchase of such consumables.
13. Dispose of used consumables (ribbons, laminate rolls, discs, Solid State Drive storage (SSD) which contains non-volatile flash memory used in place of a hard disk, etc.) in a manner so a card cannot be reproduced. The Contractor shall keep a record of all disposed consumables received from the Security ID Offices. In addition, the Contractor shall supply this report to the Port Authority once a month.

14. Verify recording devices are operational once a quarter. If the Aviation Application Management and Administration of Services (AAMAS) group notifies the Contractor there is an issue with a device, the Contractor shall maintain harmony and work with the AAMAS group to troubleshoot and correct the error within the Contract Service Levels.
15. When approved by the Port Authority, replace parts which are approaching unserviceable status using trouble report log and manufacturer's recommended end of life determination.

16. Software

- **Updates** - The Contractor shall maintain the current system software which includes the supervision of updates, ensure the software is maintained at a release level supported by the Application Manufacturer (within two release levels of the most current release) no later than 30 days after the most current release date. The Contractor shall also provide the Port Authority with an analysis of the potential effects the update(s) will have on the system. The analysis shall include, at a minimum, the following:
 - Compatibility of the application software with the new system or third-party software.
 - Potential increases or decreases in system performance.
 - The availability of product support for the current version of the operating system or third party software.
 - Testing required validating the hardware/software change will perform as expected.

The Port Authority will determine if it wants to implement the updates and if so, when the updates should be implemented. The Contractor shall then perform the recommended testing, install the updates and prepare the test report.

- **Support** - The Contractor shall compensate third-party software support providers, communicate system modification requests and report required fixes to correct software deficiencies. The Contractor shall maintain records and track the status of all requests, maintain contact with third-party software support providers to keep current on the latest software releases and fixes and keep the Airport Security Manager informed of the status of all such releases, fixes and requests through regularly scheduled status meetings and written documentation.
- **Error Correction** - In the event the system software modifications do not perform in accordance with the software manufacturer's recommendations or deviates from the system design intent, the Contractor shall be responsible to notify the software support provider. The Contractor acting on Port Authority's behalf shall be responsible for all arrangements including the compensation between the Contractor and Application Manufacturer (e.g. Lenel and Verint) and other software providers/vendors.

Errors shall include but are not limited to flaws in operations and errors due to system design, application software, triggers or other special requested software written and supported by the Contractor or Manufacturer and coding flaws. Notification of the error(s) shall be made to the Airport Security Managers and the Application Manufacturer and other software providers followed by documentation (email or hard copy report) briefly describing the identified error condition. The Contractor shall coordinate with the Application Manufacturer and other software providers to repair, replace and correct all errors. If the error cannot be corrected in 24 hours, the Port Authority may require the Contractor to obtain manufacturer technical resources to be on site.

The Contractor shall submit a test plan, schedule the software modification release and test results prior to releasing the corrected software into the production system. Such software corrections shall be provided at no additional cost to the Port Authority. The Contractor agrees to coordinate, execute and complete the performance of such error corrections. Failure to do so may result in the implementation of Liquidated Damages.

Below are the PM tasks.

| PMT-1: Access Controlled Doors | | |
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| A. | Power supplies and Battery back-up | <ol style="list-style-type: none"> 1. Visual inspection of equipment and environment; clean off equipment and vacuum out enclosure; clean or replace enclosure filter if necessary; check heaters and fans for proper operations if equipped; check for loose connections; check power supply voltages, amperage. Maintain data to enable validation report for test devices. Include appropriate service tags when devices have been inspected/maintained 2. Maintain active log of battery Back-up Amperage and Voltage tests. 3. Replace deficient batteries as required. Battery replacement and disposal shall be every 3 years and be listed in the Contractor Preventative Maintenance schedule. |
| PMT-2: Monitored Doors | | |
| A. | Power supplies and Battery back-up | <ol style="list-style-type: none"> 1. Visual inspection of equipment and environment; clean off equipment and vacuum out enclosure; clean or replace enclosure filter if necessary; check heaters and fans for proper operations if equipped; check for loose connections; check power supply voltages and loads (amperage); 2. Replace deficient batteries as required. Battery replacement and disposal shall be every 3 years and be listed in the Contractor Preventative Maintenance schedule. |

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| PMT-3: Badging Stations (Once the Identity Management Credentialing System is implemented, these Preventative Maintenance Tasks do not need to be performed as this equipment resides in the Security ID Offices) | | |
| a. | Card printers | <ol style="list-style-type: none"> 1. Visual inspection of equipment and environment 2. check card count and perform maintenance as per NiSCA guidelines |
| b. | Cameras and lenses | <ol style="list-style-type: none"> 1. Clean and inspect 2. Verify proper operation 3. Make adjustments as necessary 4. Clean and adjust lens |
| c. | Lights | <ol style="list-style-type: none"> 1. Clean and adjust 2. Verify proper operation |
| d. | Cables and connectors | <ol style="list-style-type: none"> 1. Check all connections and cables 2. Secure or replace as necessary |
| e. | Back-up power supplies | <ol style="list-style-type: none"> 1. Visual inspection of equipment and environment 2. Clean off equipment and vacuum out enclosure 3. Clean or replace enclosure filter if necessary 4. Check heaters and fans for proper operations if equipped 5. Check for loose connections 6. Check power supply voltages 7. Replace deficient batteries as required. Battery replacement and disposal shall be every 3 years and be listed in the Contractor Preventative Maintenance schedule. |
| f. | Video cards in workstations | <ol style="list-style-type: none"> 1. Verify proper operation |
| PMT-4: Workstations | | |
| a. | Computer | <ol style="list-style-type: none"> 1. Review event logs and perform repairs |
| b. | Back-up power supplies | <ol style="list-style-type: none"> 1. Visual inspection of equipment and environment 2. Clean off equipment 3. Check voltages and verify proper operation under load conditions through UPS software 4. Replace deficient batteries as required. Battery replacement and disposal shall be every 3 years and be listed in the Contractor Preventative Maintenance schedule. |
| PMT-5: ISC Cabinets | | |
| a. | LNL 1000, LNL 1100, LNL 1200, LNL 1320, LNL 2000, LNL 2200, LNL 3300 and any other LNL panels | <ol style="list-style-type: none"> 1. Update firmware as required, or as directed by the Port Authority |

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| b. | Memory support batteries | 1. Replace batteries annually |
| c. | Secondary batteries | 1. Replace batteries annually |
| d. | Heaters, blowers, fans and filters | 1. Verify proper operation 2. Replaces filters once a month or sooner as needed |
| e. | Power supplies and Battery back-up | 1. Visual inspection of equipment and environment 2. Clean off equipment and vacuum out enclosure 3. Clean or replace enclosure filter if necessary 4. Check heaters and fans for proper operations if equipped 5. Check for loose connections 6. Check power supply voltages and loads (Amperage) 7. Replace deficient batteries as required. Battery replacement and disposal shall be every 3 years and be listed in the Contractor Preventative Maintenance schedule. |
| f. | Tamper switches | Verify proper operation; check for loose connections |
| g. | Locks | Verify proper operation |
| h. | Panel checks | Check field panel diagnostic LED to verify the blinking works in accordance with their uses |
| i. | Load test standby battery | 1. With battery disconnected load test battery with battery tester and document result 2. Replace deficient batteries as required. Battery replacement and disposal shall be every 3 years and be listed in the Contractor Preventative Maintenance schedule. |
| PMT-6: Servers | | |
| a. | Computer | 1. Visual inspection of equipment and environment (room temperature) 2. Clean off equipment and vacuum out enclosure 3. Clean or replace enclosure filter if necessary 4. Check heaters and fans for proper operations if equipped 5. Check for loose connections |
| b. | Tape back-up (if applicable and directed by the Port Authority) | 1. Clean 2. Run cleaning tape one cycle 3. Backup and restore files to verify proper operation |
| c. | Power supplies and Battery back-up | 1. Visual inspection of equipment and environment, clean off equipment; 2. Check voltages and verify proper operation under load conditions through UPS software 3. Replace deficient batteries as required. Battery replacement and disposal shall be every 3 years and be listed in the Contractor Preventative Maintenance schedule. |
| PMT-7: Guard Posts | | |
| a. | Duress alarm devices | 1. Verify proper operation 2. Check for loose connections and mounting |

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| b. | Power supplies and Battery back-up | <ol style="list-style-type: none"> 1. Visual inspection of equipment and environment 2. Clean off equipment and vacuum out enclosure 3. Clean or replace enclosure filter if necessary 4. Check heaters and fans for proper operations if equipped 5. Check for loose connections 6. Check power supply voltages 7. Replace deficient batteries as required. Battery replacement and disposal shall be every 3 years and be listed in the Contractor Preventative Maintenance schedule. |
| PMT-8: Duress Alarm Devices (not at TSA Checkpoints) | | |
| a. | Buttons | <ol style="list-style-type: none"> 1. Verify proper operation 2. Secure any loose connections and mounting |
| PMT - 9: Environment Room Monitoring/Guard Posts | | |
| a. | Temperature alarm devices | <ol style="list-style-type: none"> 1. Verify proper operation 2. Secure any loose connections and mounting 3. Check heat/AC is correctly working once a quarter |
| PMT-10: Roof Hatch Alarms – LGA Only | | |
| a. | Position switches | <ol style="list-style-type: none"> 1. Verify proper operation 2. Secure any loose connections and mounting |
| b. | Horns and strobes | <ol style="list-style-type: none"> 1. Verify proper operation 2. Secure any loose connections and mounting |
| PMT-11: Power Support Devices | | |
| a. | Batteries | Inspect and load test; replace as per manufacturer recommendations |
| b. | UPS Note: The Contractor shall perform PM services on Aviation Security UPS devices once a month. | The Contractor must follow manufacturer recommendations and perform the below listed PM services: <ol style="list-style-type: none"> 1. Check battery life 2. Test battery switch over 3. Visually inspect equipment for loose connections, burned insulation or any other signs of wear 4. Visually check for contamination (liquid, other) from batteries and/or capacitors: <ol style="list-style-type: none"> a. Clean and vacuum UPS equipment enclosures b. Check HVAC equipment and performance related to temperature and humidity c. Clean or replace enclosure filter(s) monthly 5. Conduct thermal scans on electrical connections to ensure all are tight and not generating heat which is the first and sometimes the only |

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| | | <p>problem indicator. A non-evasive diagnostic tool helps technicians identify hot spots invisible to the human eye. Technicians should re-torque if the thermal scan provides evidence of a loose connection.</p> <p>Provide a complete operational test of the system, including a monitored battery-rundown test to determine if any battery strings/cells are near the end of their lives</p> <ol style="list-style-type: none"> 6. Test UPS transfer switches, circuit breakers and maintenance bypasses 7. Test with generator as part of the building’s emergency power system which feeds the UPS during each generator test <p>Replace UPS devices and all associated batteries every 3 years or earlier if requested by the Port Authority</p> |
| c. | Alarm output interface | Clean; check connections and mounting; check input voltage |
| d. | Indicator panel lights | Verify all lamps are working |
| PMT-12: Disaster Recovery Plan Testing | | |
| a. | Disaster Recovery Plan Testing | Work in harmony with associated stakeholders (Application Management vendor, etc.) to conduct such testing on an annual basis and update the Disaster Recovery Plan Testing document. |
| PMT-13: Escort Lights at Podiums - Not Used at JFK | | |
| a. | Escort lights installed at podiums throughout the airports in the Sterile Area for access control purposes | <ol style="list-style-type: none"> 1. Verify proper operation 2. Replace lamps or full assembly if necessary |
| PMT-14: CCTV | | |
| a. | CCTV | <ol style="list-style-type: none"> 1. Verifying if the video recording is working via monitors and connected to the Verint system 2. Check to ensure power and connections are working 3. If a lens/cover is dirty, perform cleaning or as required by the Port Authority 4. If PTZ cameras are installed, check to ensure PTZ functions work 5. If camera is fuzzy/not focused or loses color, Technician will adjust camera or replace with a Port Authority approved camera 6. If the camera fully fails, replace |

10. REMEDIAL MAINTENANCE SERVICES

The Contractor shall provide remedial maintenance when equipment fails or is not functioning according to its specifications or intended use. The Contractor shall be available at all times (24 hours per day, 7 days per week, 365 days per year) to provide remedial maintenance onsite, as necessary, to restore the equipment to its specified operational availability and intended use in accordance with the manufacturer's stated functionality and performance. Such Remedial Maintenance shall include the furnishing and replacing of any parts or items of equipment that may be required to keep all the Systems and equipment in working order, twenty-four (24) hours a day, seven (7) days a week. However, such Maintenance shall not include the furnishing and replacing of any parts or items of Systems and equipment that may be required as the result of damage caused by accident, abuse or negligence not attributable to employees of the Contractor as is demonstrated to the satisfaction of the Manager, which shall constitute Extra Work.

The Contractor shall establish and provide an escalation contact list with an organizational chart to the Port Authority to ensure the Port Authority has adequate alternative access to Contractor's staff in the event Contractor staff fail to respond to remedial maintenance issues.

At no cost to the Port Authority, the Contractor shall provide a 24 hours per day, 7 days a week staffed toll-free telephone number for the Port Authority to call when equipment is malfunctioning. In addition, the Contractor shall provide a secure website for the Port Authority to log remedial maintenance and work order requests. The Contractor shall respond to all remedial maintenance requests within the timeframes specified in Part III, Section 5 "Liquidated Damages." If the issue requires onsite resolution, the Contractor shall dispatch a qualified technician to the location of the respective equipment. The Airport Security Manager or designee will determine if the issue requires onsite resolution.

The Contractor shall use its Computerized Maintenance Management System to record all information (e.g. date, time, location, contact persons, problem description, equipment description, resolution, etc.) pertaining to the remedial maintenance request. All information entered into the system shall be available for the Port Authority's review and records. For more information on the system requirements, please see the Computerized Maintenance Management System section of these Specifications.

Please note the Port Authority Technology Department has an Application Systems Management (AMS) contract. The AMS Provider will perform certain functions which are related to this Contract. Therefore, if equipment fails (ex. encoder), the Contractor shall program the equipment so it interfaces with the Port Authority Wide Area Network (PAWANET) and the Lenel/Verint Applications.

In performing remedial maintenance, the Contractor shall, at a minimum, perform the following services:

- a. Maintain, at a minimum or better, the equipment in accordance with manufacturers' specifications and recommendations to ensure it is performing at appropriate levels.

Such maintenance shall be performed to ensure the equipment is not out of service or adversely affected beyond the applicable times stipulated in Part III, Section 5.

- b. **Respond to and Resolve Type 1 (non-critical issues).** Type 1 (non-critical) issues refer to instances when minor function(s) of the equipment are not working as expected. Such failures adversely affect, but do not prevent the operational or mission essential function(s), as determined solely by the Port Authority (e.g. a CCTV live view image is grainy, loss of color functionality, splitting or otherwise unstable, etc.). Typically, a workaround solution is available.
- c. **Respond to and Resolve Type 2 (critical issues).** Type 2 (critical) issues refer to instances when the equipment has failed or is unavailable for use, or major function(s) of the equipment are not working as expected (e.g. a CCTV camera has to view or a connection cannot be established with a camera). Such failures affect or prevent operational or mission-essential function(s), as determined solely by the Port Authority. Typically, a workaround solution is not available. The Port Authority reserves the right to prioritize Contractor resources in response to critical failures. Please refer to the System Performance Standards for CACS System and CCTV Application availability.
- d. Repair or replace failed equipment and correct error conditions to ensure operational availability and performance of the equipment. When necessary, the Contractor shall replace the failed equipment with identical equipment or approved equal by the Port Authority. If identical equipment is unavailable and only upon approval of the Port Authority, the Contractor shall replace the equipment in kind or better. If the equipment fails more than three (3) times within a period of thirty (30) days after its initial repair or replacement, the Contractor shall repair or replace the equipment at no additional cost to the Port Authority.
 - i. Replacement of failed equipment shall be payable according to the Net Cost provisions of this Contract.
 - ii. For equipment that failed from unexpected events (e.g. power surge, weather damage, or vandalism), the Contractor shall document the cause of the failure. Contactor shall also report the cause of the failure of equipment other than unexpected events described above.
 - iii. If critical equipment device is out of service for more than sixty (60) continuous minutes, the Contractor shall notify the Port Authority, provide periodic (hourly) progress reports and estimate the time the equipment is expected to be placed back online for operational availability and performance.

For CCTV systems, the following remedial maintenance activities shall include but are not limited to:

Troubleshooting, repairing and or replacing the following hardware components:

- Master File Servers
- Analytics File Servers
- Storage Array Units
- Ethernet Switches
- Video Encoders and Decoders
- Workstations
- Monitors
- System Administration PC /Terminal and KVM
- CCTV Power Supply
- Encoder Power Supply
- Power Distributors
- Uninterruptible Power Supply
- Fixed and Pan Tilt Zoom (PTZ) Cameras

Troubleshooting and repairing the following Nextiva application software components:

- Nextiva Recorder Servers
- Nextiva Control Center
- Nextiva Review

11. CONTRACTOR REQUIREMENTS WHILE ONSITE AT THE PORT AUTHORITY'S PREMISES

The Contractor's personnel shall report to the Port Authority's designated point of contact upon arrival at the Facility and departure from the Facility.

The Contractor shall not repair or replace equipment before informing the Port Authority of its diagnosis of the problem affecting the equipment. The Contractor shall repair or replace equipment only after receiving written approval from the Port Authority.

If the Contractor is implementing a system change, the Contractor shall ensure all vendors properly follow change management procedures. Procedures shall include, but not be limited to, completion and submission of change request forms and documenting the action(s) taken to complete the change request (time for each task/subtask). If the work cannot be accomplished in the specified time frame, the Contractor will have to revert to a previous revision.

The Contractor shall create and submit a sample service form to the Port Authority for approval. The Contractor shall provide the Port Authority with a detailed descriptive timeline of the service performed and submit a signed service form to the Port Authority for review and approval.

The service form shall provide at a minimum:

- A ticket number
- Location of service (airport, terminal, guard post, etc.)
- Onsite arrival date and time

- Departure date and time
- Notification timestamp
- Completion timestamp
- Description of issue
- Technician's name
- Material and total hours to resolve issue
- Description of resolution
- Port Authority signature

For preventative services performed in areas leased by or to the Port Authority, the Contractor shall submit notice to the Airport Security Manager in writing, via email a minimum of forty-eight (48) hours of its intention to perform services under this Contract so the Port Authority may coordinate with applicable stakeholders (e.g., security, construction, etc.). This notice shall include, at a minimum, the following information: expected hours of work, required service, and Contractor's equipment and staff onsite. The Port Authority reserves the right to change the minimum hours required for notice.

The Contractor shall be a site contact for Network Operations during Regular Working Hours, and shall provide confirmation of power and basic environmental conditions in communications rooms and at other On Site locations housing networking equipment.

12. PREVAILING WAGES

The Contractor shall provide (and shall cause all sub-contractors to pay or provide) to its workers, including but not limited to, electricians, laborer, carpenter or mechanic (who are employed by it to work on an hourly or daily basis at any trade or occupation at or about the Facility) at least the prevailing rate of wage and supplements for others engaged in the same trade or occupation in the locality in which the Services are being performed at the time the Work is being performed and notwithstanding that such rate may be higher than the rate in effect on the date of the opening of the Bids/ receipt of Proposals.

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

For the purposes of this Contract, for work being performed in the State of New Jersey, Contractors and Subcontractors are directed to utilize the State of New Jersey, Department of Labor and Workforce Development prevailing wage levels established pursuant to the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.) for workers engaged in public works projects in the Counties of Bergen, Essex, Hudson and Union. The applicable prevailing wage rates shall be those, which are in effect for the locality and for the period of time in which the work is to be performed. Current prevailing wage rates may be downloaded at:
http://lwd.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html

In the event Stewart Airport requires Work under this Contract, the applicable prevailing wages shall be those established by the New York State Department of Labor for ORANGE County, for the time period for which the Work is being performed. The rates may be downloaded at: <http://wpp.labor.state.ny.us/wpp/publicViewPWChanges.do>

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

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

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

13. SPARE PARTS

Within three (3) months following Contract commencement, the Contractor shall prepare and submit to the Airport Security Manager a list of required spare parts, which are needed to keep the system and equipment in operational condition.

The Contractor will provide or purchase, for each airport, the necessary, critical spare parts inventory which shall be compatible with the MFSSE and identify the cost by airport on the CACS System Maintenance Services Pricing Sheet under the "Other" category. The Contractor shall maintain a sufficient inventory of spare parts and other materials for preventative and remedial maintenance services to ensure Operational Availability compliance as specified in Part III, Section 5, entitled "Liquidated Damages."

The Contractor must purchase this equipment from authorized resellers and warehouse the purchased equipment at designated locations at each airport facility or within 2 miles of the airport. If the Contractor needs to hold the spare parts in a location greater than 2 miles of the airport, the Contractor shall submit a request to the Port Authority and may use such storage locations only if the request is granted. Such requests will be granted or denied at the sole discretion of the Port Authority. The Contractor shall stock, maintain, store at manufacturer's recommended environmental conditions, secure, inventory, and have quick access to frequently used parts and materials, tools or other equipment as may be necessary to make replacements and repairs consistent with the terms described herein. Any delay in performing any of the requirements of this Contract resulting from lack of necessary parts, and/or materials may result in the assessment of liquidated damages. It is also the Contractor's responsibility to secure the inventory and have it available for use at all times (24 hours per day, 7 days a week).

If a spare part is installed, the Contractor shall not charge the Port Authority for the spare part cost. The Contractor shall only replace spare parts with "equivalent to new" or new parts. "Equivalent to new" is defined as a new part originally installed in Port Authority facilities, used and then subsequently refurbished and certified as "equivalent to new" by its original manufacturer. All spare parts shall be in working order. The Port Authority reserves the right to request an upgraded spare parts version as replacements are made. The Contractor will notify the Port Authority when a part, unit or assembly has an upgraded capability or better.

The Contractor shall be compensated for the maintenance of the spare parts. However, it is the Contractor's responsibility to demonstrate to the Port Authority such maintenance was performed on said parts.

All parts used from said inventory shall be replaced such that the available spare parts remain at a constant quantity suitable for ensuring that the system maintains its mandated availability requirements as identified in Part III, Section 5 entitled "Liquidated Damages." The Contractor shall inspect inventoried spare parts on a scheduled basis and assure that these parts are in working order. The spare parts inventory report shall be maintained. The inventoried spare parts report shall be submitted to the Manager in hard copy and/or in electronic format each month.

The Contractor shall maintain inventory records, determine re-orders, maintain supplier information, and provide an inventory report which also includes a spare parts inventory to the Port Authority with the monthly invoices. The inventory must list all parts and subparts by serials number. If a part does not have a serial number, the part shall be connected as a sub to the next largest part and the largest part serial number shall be used. All parts must have such required information. Otherwise, the Contractor shall notify the Port Authority of the reason(s) as to why such information is not able to be captured.

Any delay in performing any of the requirements of this Contract resulting from lack of necessary parts, and/or materials, and/or inventory information may result in the assessment of liquidated damages.

The Port Authority reserves the right to audit such spare parts on a regular basis.

14. EQUIPMENT INVENTORY AND IDENTIFICATION

Part V, Attachment A entitled “Equipment Inventory Summary” summarizes the equipment at the facilities. The Port Authority made a reasonable effort to identify all equipment.

After Contract award, the Port Authority will provide a detailed equipment inventory to its Contractor. The counts in the detailed equipment inventory may slightly vary from the equipment inventory summary as equipment may be subsequently installed/de-installed in response to airport needs. Upon receipt of the detailed equipment inventory, the Contractor shall conduct a detailed site survey/inventory check and complete any missing information in said inventory within 3 months following contract award. As the Contractor performs an inventory check, the Contractor shall, in coordination with the Port Authority, place barcode labels on each piece of equipment. The Contractor will provide the barcode labels. At the conclusion of the inventory check, the Contractor shall provide the Port Authority with a computerized file of the equipment inventory including all barcode label information.

The Port Authority reserves the right to increase/decrease the equipment inventory in response to increased/decreased security requirements. Please note the Contractor shall be responsible for applicable installed MFSSE equipment once the Port Authority accepts it. The Port Authority shall inform the Contractor if the installed MFSSE equipment will fall under this Contract. The Contractor shall accurately maintain and update the detailed equipment inventory unless otherwise directed by the Port Authority.

The Contractor shall maintain inventory records, determine re-orders, maintain supplier information, and provide an inventory report which also includes a spare parts inventory to the Port Authority with the monthly invoices. The inventory must list all parts and subparts by serials number. If a part does not have a serial number, the part shall be connected as a sub to the next largest part and the largest part serial number shall be used.

15. EQUIPMENT DISPOSAL

The Contractor is responsible for removing and properly disposing of equipment, as approved by the Port Authority, from the location of the equipment. Removal and disposal shall be in accordance with all applicable federal, state and local laws, codes and regulations. The Contractor shall provide a list of the equipment to be removed and disposed of prior to taking such action, and such removal and disposal of equipment is subject to the Port Authority’s preapproval.

The Contractor shall provide the Port Authority with sufficient information to track the disposal of the equipment. Such information shall include but not be limited to: Date of Decommission; Date of Disposal; Make, Model and Serial Numbers of the disposed equipment; Description of the equipment; third-party recycle/disposal documentation.

16. QUALITY ASSURANCE

The Contractor shall develop and implement a Quality Assurance Program to ensure full compliance with the Contract service requirements. The Contractor shall provide a report on this program within 30 days following Contract commencement. The report shall describe the policies, methods, techniques and control which will be used during the Contract period.

17. COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM

- A. The Contractor shall have and use, at no cost to the Port Authority, a secure computerized maintenance management system (CMMS) to manage and record all work provided under this Contract. In addition to recording all work, the CMMS shall include preventative maintenance schedules. This system shall be off-the shelf system. If the Contractor cannot propose an off-the shelf system, then the Contractor may propose a customized system subject to Port Authority approval. The Contractor shall provide a Port Authority accepted CMMS no later than six (6) months from the Contract commencement. If the Contractor does not have a CMMS at Contract commencement, the Contractor must manually keep files for Port Authority inspection and approval. The CMMS shall experience no more than seventy-two (72) hours of downtime in a calendar month.
- B. The Port Authority shall own all rights to all data within the CMMS database that relates to or concerns this Contract or is otherwise about or related to the Port Authority. The Contractor shall be prohibited from utilizing the CMMS, its database, or its data for any purposes other than for Port Authority business.
- C. Software must be compatible with the Port Authority's implementation of Maximo, an IBM Asset Management CMMS, such that the Contractor's CMMS data can be accepted and imported into the Authority's CMMS.
- D. The Contractor shall provide the Port Authority with access to the CMMS.
- E. The CMMS shall have the following minimum characteristics and capabilities:
 - 1. Provide time/date stamping for all services provided under the Contract, from beginning to completion of the service.
 - 2. Provide an audit trail and accessible computer log recording all data entry and changes.
 - 3. Be web-based and permit the Port Authority with the flexibility to submit, query and schedule reports by events (e.g., Service ticket: unique ticket number, start date/times, end date/time, location, work description, parts, materials and labor hours).

4. Provide monthly, yearly reports of calls containing information such as:
 - a. Date and time start of call.
 - b. Date the Contractor staff arrived to conduct the first troubleshooting session.
 - c. Date the Contractor staff arrived to conduct the second troubleshooting session.
 - d. Date for any other future troubleshooting sessions related to this ticket.
 5. Provide the Port Authority with the capability to run reports at any time (24 hours per day, 7 days per week, 365 days per year).
 6. Provide reporting in a format approved by the Port Authority (e.g. Microsoft Word, Microsoft Excel, Adobe PDF, ASCII text). In addition, computer records shall have the export capability to allow such records to be imported into another Port Authority system.
 7. Provide for equipment inventory tracking. Equipment inventory tracking shall include information on all parts and components within the equipment.
 8. Provide for the ability to track each part and component by supplier, by location, serial number, part/component ID, warranty tracking, and obsolescence data. The parts shall be identified by location, such as warehouse, service van, repair shop, or any other location where equipment is stored. Location also extends to the field location where the equipment is installed. All parts and components shall be tracked by serial numbers. Information shall be maintained so that parts associated with a work order can be tracked.
 9. Enable assigning parts as “installed”, “available spare”, “damaged”, “on-hold” or “other status” as required by the Port Authority.
 10. Use drop down boxes (or similar objects) to input data. The exception will be memo/description fields. Memo/description fields shall be populated via text boxes that permit the user to enter text freely. The Contractor shall list all data fields proposed, and catalog the proposed input method for each data field. The input method proposed for each data field shall be subject to Port Authority approval.
 11. Track all security systems software, version and license numbers. Please note the systems software must be within two release levels of the most current release.
- F. The CMMS shall have, at a minimum, the following data fields (or something similar) for maintenance activity:
- Work Order ID
 - Work Order Type (Corrective, Preventative, Monitoring)

- Location ID
- Notification Timestamp
- Notification Source (Automated Alert, Answering Service, Contractor Staff, Port Authority Staff)
- Notification Notes (Description provided by the notification source)
- Technician Notes (Description of Problem, Cause, and Solution provided by the Technician)
- Problem ID
- Cause ID
- Solution ID
- Work Order Created Timestamp
- Tech Responded Timestamp
- Tech Onsite Timestamp
- Work Order Completed Timestamp
- Work Order Closed Timestamp
- Technician ID
- Resolved Remotely (Yes, No)
- Parts and Materials
- Actual Labor Hours
- Work order status. Completed, Incomplete, Cancelled, etc.

Note: Immediately upon completion or cancellation of this Contract, complete CMMS data shall be provided to the Port Authority Manager electronically.

18. DOCUMENTATION

The Contractor shall manage, maintain, and update the documentation for the equipment (e.g., electrical and mechanical drawings sets, make/model/version of -firmware and hardware components, manuals, and other similar information). When directed by the Port Authority, the Contractor shall perform field surveys to ensure accuracy of the documentation along with photographs of the equipment. The documentation shall be in an electronic format approved by the Port Authority. All such documentation shall be available (in both hardcopy and electronic formats) on demand for the Port Authority.

19. REPORTS

The Contractor shall be responsible for providing the following reports to the Port Authority in an approved computer format (e.g. Microsoft Word, Microsoft Excel, Adobe PDF, ASCII text, etc.):

1. **Operational Performance and Availability (Monthly to Central Office and Airports)** - All documentation pertaining to the operational performance and availability of the equipment.
2. **Preventative Maintenance Schedules (Monthly to Central Office and Airports)** - Detailed preventative maintenance schedules for all equipment. The documentation

shall list the scheduled daily, weekly, monthly and annual visits per facility. For each item in the schedule, the documentation shall list, at minimum:

1. **Scope of Services** – Brief description on the services the Contractor is performing for the Port Authority.
2. **Contractor Team** – List the Contractor staff who are performing such services by airport.
3. **Application Availability** – Display in chart format the application availability by application, availability percentage, date by airport.
4. **Application Downtime** – Display in chart format the application downtime by application by airport. The chart shall have the following columns:
 - a. Date
 - b. Start Time
 - c. End Time
 - d. Duration
 - e. % of Time
 - f. Remark
5. **Major Activities Summary** – A listing summarizing the major activities performed during the month by application by airport.
6. **Service Level Management** – State if the Contractor met all required service levels specified in the Contract by airport. If not, provide reason(s) why.
7. **Incident Reports Summary** – Display in chart format the monthly incidents by airport. The chart shall have the following columns:
 - a. Incident No.
 - b. Application
 - c. Submission Date
 - d. Incident Description
 - e. Action/Resolution
 - f. User Impact
 - g. Status
 - h. Date Closed

8. **Updates/Upgrades, Service Pack/Patches Maintenance Summary** – Display in chart format by airport the implemented updates, upgrades, packs and patches. The chart shall have following subcategories and columns:

a. Critical Security/Operating Patches:

- i. Airport
- ii. Application
- iii. Patch/Version Upgrade
- iv. Date Applied
- v. Date Approved
- vi. Servers Applied
- vii. Status

b. Virus Updates/Upgrades:

- i. Airport
- ii. Application
- iii. Patch/Version Upgrade
- iv. Date Applied
- v. Date Approved
- vi. Servers Applied
- vii. Status

c. Software Version Upgrades:

- i. Airport
- ii. Application
- iii. Patch/Version Upgrade
- iv. Date Applied
- v. Date Approved
- vi. Servers Applied
- vii. Status

9. **Consumables** - List all the consumables which were disposed of by airport and type.

10. **Special Activities** – List any special activities performed by airport.

3. **Preventative Maintenance Schedules – Year End Results (Annually to Central Office and Airports).**

4. **Preventative Maintenance Test Procedures (Upon Port Authority Request to Central Office and Airports)** - Preventative maintenance test procedures.
5. **Remedial Maintenance (For Each Ticket to Central Office and Airports)** - All documentation associated with the performance of remedial maintenance. Such documentation shall include, at a minimum:
 - a. Service date
 - b. Technician name who provided maintenance
 - c. Make, Model and Serial Number of the serviced equipment
 - d. Description of the problem and its resolution
 - e. Components or parts replaced
 - f. Duration (time) for repair or resolution
 - g. An authorized Port Authority staff signature on the remedial maintenance ticket
6. **Unavailability (Monthly to Central Office and Airports)** - Reports on the unavailability (downtime) of the systems and equipment.
7. **Operational Availability (Monthly to Central Office and Airports)** - The Operational Availability of the CACS System /CCTV applications shall meet the percentages stipulated below per year throughout the Contract term:
 - a. 99.99% which equates to 52 (Fifty-Two) minutes, 34 (Thirty-Four) seconds per year.
 - b. In the event that Operational Availability fails to meet the percentage stipulated herein, damage amounts for unavailability for operation are set forth in Part III, Section 5.
8. **Change Control and Configurations (24 Hours from Changes/Configurations to Central Office and Airports)** - Reports on change control and configuration changes shall be available to the Airport Security Manager within twenty-four (24) hours of such changes.

All changes must be coordinated with the Aviation Application Administrators and all changes must be documented and receive written approval of the documentation. The documentation must also include script breaking down all change element(s) and have a minimum of:

- a. Time needed to implement the change.
 - b. Time to fall back in case the implemented change has a negative result which impacts security operations.
9. **Spare Parts Inventory (Monthly to Central Office and Airports)** – The Contractor shall submit any documentation regarding spare parts and changes to the spare part

inventory. Such documentation may include a consumed inventory report conveying the following information:

- a. Part Number (Serial Number).
- b. Vendor/Manufacturer.
- c. Beginning balance of spare parts.
- d. Spare parts added during the period.
- e. Spare parts used during the period.
- f. Positive and/negative adjustments made to reconcile with physical inventory count.
- g. Ending balance of spare parts.
- h. Equipment replenishment level (at what point does the Contractor replenish its equipment spare parts supply).
- i. A Physical Inventory Report detailing the results of the manual count of spare inventory. The Physical Inventory Report shall include information on serial number, part number, vendor, manufacturer and quantity.

10. Health-Check Procedures (Upon Port Authority Request to Central Office and Airports) - Systems and equipment health-check procedures.

11. Monthly Performance Overview Report (Monthly to Central Office and Airports) – On the last day of each month under this Contract, the Contractor shall provide the Port Authority with a summary report of all maintenance activity, to include at a minimum:

- a. Total service calls (tickets) performed each month by facility.
- b. Total service calls (tickets) performed each month by facility.
- c. Total preventative maintenance service calls (tickets) performed each month by facility.
- d. Total remedial maintenance service calls (tickets) performed each month for by facility.
- e. Total Operational Availability by system type each month by facility.

12. Succession Plan (Once a year – January to Central Office and Airports) – The plan shall include:

- a. Listing detailing the existing CACS System/CCTV equipment conditions and other associated items which connect to the CACS System/CCTV equipment (fiber infrastructure) needed to maintain airport operations.
- b. Recommendations on which items/equipment needs to be replaced while taking into consideration PA Technology Standards, equipment availability and manufacturer equipment life span. In addition, the recommendations shall include total pricing by budget year broken down by airport and device.

13. Technology Refresh Plan (Once a year – mid-December to Central Office and Airports)- The plan shall be submitted in mid-December so its costs can be included into the Aviation Security budget. The plan shall encompass recommendations on

which CACS System/CCTV equipment needs to be “refreshed” with a Lenel or Verint certified new generation PA approved make/model as the existing equipment can no longer be maintained due to age [end of life]/breakage, etc. These recommendations shall include/take into consideration the below listed items:

- a. An approximate price quote comprised of several lines: (1) to remove the non-functional/old equipment, (2) purchase and (3) install the new equipment and (4) its associated preventative maintenance cost.
- b. The existing airport technology/fiber infrastructure/power availability environment.
- c. Any potential equipment/system threats/flaws which can be detrimental to the PA.

14. Status Reports (Once a week to Airports) – The report shall include:

- a. 1 week look back- Past events/actions the Contractor took during the week related to this contract which are pertinent to airport operations.
- b. 2 week look ahead- Upcoming events/ actions the Contractor will have to conduct within 2 weeks.

If the Contractor fails to submit the weekly status report, he/she shall include the missed week(s) into the next status report.

15. Quality Assurance Plan (Once a Quarter) - The Contractor shall submit a report regarding the quality assurance activity during the past quarter by airport.

20. SAFETY PROVISIONS

Within thirty (30) days after Contract commencement, the Contractor shall submit its safety program to the Port Authority for review and approval. The safety program shall comply with all applicable federal, state, municipal, and local regulations pertaining to employee safety, including but not limited to: United States Environmental Protection Agency (USEPA), Occupational Safety and Health Administration (OSHA), New Jersey Department of Environmental Protection (NJDEP), New Jersey Department of Health (NJDOH), New Jersey Department of Labor (NJDOL), New York State Department of Environmental Conservation (NYSDEC), New York State Department of Health (NYSDOH), New York State Department of Labor (NYSDOL) and New York City Department of Environmental Protection (NYCDEP).

The safety program shall ensure that the Contractor provides the necessary criteria and guidelines for providing a consistent, organized and systemic approach to emphasizing safety within all operations under this Contract. The Contractor is responsible for the ongoing implementation of its safety training programs, procedures and activities. In addition, the Contractor is responsible for its training and certification records and any other necessary documentation to continue the services required in this Contract.

The Contractor shall update the safety program once a year and as necessary during the Contract duration.

The Contractor shall observe and obey (and direct its subcontractors, officers and employees and those doing business with this Contract to observe and obey) the rules and regulations of the Port Authority and such further rules and regulations which may from time to time during the effective term 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 work areas and property of the Work Site.

The Contractor shall furnish to the Port Authority copies of all hazardous and non-hazardous manifests and bill of lading for all waste materials generated by its work, including universal waste material.

The Contractor shall furnish copies of the equipment manufacturer's Material Safety Data Sheets (MSDS) for all chemical and other potential hazardous material brought on site.

The Contractor shall obtain and display at the place of work one copy of the MSDS conforming to the requirements of 29 CFR 1910.1200(g) for each chemical utilized for work under this Contract.

The Contractor shall provide vehicles, cones, delineators, warning signs, barricades and any other equipment as required to demarcate work areas.

With respect to Contractor access to all Facility areas and roadways, the Contractor shall meet with the Port Authority to learn about the existing rules of each individual Work Site for safe operations. This shall include but not be limited to: OSHA safety regulations, safety plans and work plans, local, city, and state regulations, Facility rules, and Maintenance of traffic. The Contractor shall adhere to all Port Authority safety rules and operation procedures.

21. MANAGEMENT OF THE WORK

The Contractor shall be responsible for the effective management of the work described herein and of the staff assigned to the work.

a) Organization:

The Contractor shall be responsible for establishing and maintaining an organizational and operational structure appropriate to the work to be performed under this Contract. This shall include but not be limited to:

- i. Assigning staff with requisite skills, acceptable to the Port Authority, for the tasks to be performed.
- ii. Supplying direct supervision of the staff assigned to carry out the work as defined herein.

The Contractor shall submit organizational charts twice a year to the Port Authority if there is a staffing change. The first organizational chart shall be submitted no later than 30 days after Contract commencement. If there are changes to the organization

chart throughout the Contract duration, the Contractor shall submit a revised organizational chart within 30 days of the change(s).

b) Labor Force:

i. Contractor and Subcontractor Employee Requirements and Qualifications

The Port Authority operates facilities and systems at which terrorism or other criminal acts may have a significant impact on life safety and key infrastructures. The Port Authority reserves the right to impose multiple layers of security requirements and qualifications on the performance of the Work, including on the Contractor, its staff and representatives and all of their respective subcontractors and their staff and representatives, depending upon the level of security required, as determined by the Port Authority. The Contractor and Subcontractor staff shall meet the following Contract requirements and qualifications. If, in the opinion of the Director, any of the Contractor's or Subcontractor's personnel are not satisfactory in the performance of services or do not meet the employee requirements and qualifications, they shall be replaced by the Contractor or Subcontractor within twenty-four (24) hours following the Contractor's receipt of the Manager's request for such replacement. Failure to comply with these requirements and qualifications shall result in Liquidated Damages unless the Port Authority provides written approval of an exception.

The Port Authority has the right to approve or disapprove, at its sole discretion, any potential Contractor or Subcontractor employee who would directly service this Contract.

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

a) Secure Worker Access Consortium (SWAC)

As directed by the Manager, the Contractor is required to have of its own and subcontractor staff, materialmen, visitors or others over whom the Contractor/subcontractor has control, authorize the Port Authority and/or PATH or its designee to perform background checks and a personal identity verification check. As of January 29, 2007, the Secure Worker Access Consortium (S.W.A.C.) is the only Port Authority approved provider to be used to conduct background screening and personal identity verification, except as otherwise required by federal law and/or regulation (such as the Transportation Worker Identification Credential for personnel performing in secure areas at Maritime facilities). Information about S.W.A.C., instructions, corporate enrollment, online applications, and location of processing centers can be found at <http://www.secureworker.com>, or S.W.A.C. may be

contacted directly at (877) 522-7922 for more information and the latest pricing. The cost for said background checks for staff that pass and are granted a credential may be reimbursable to the Contractor (and its subcontractors), if approved in advance by the Manager in writing. Staff that are rejected for a credential for any reason are never reimbursable.

Only Contractor and Subcontractor staff who do not physically work on the Airport premises or who do not have a Port Authority Security Airport ID Card, shall obtain a SWAC ID card with a "High" SWAC approval level.

b) Security Airport ID Card

Any Contractor and Subcontractor staff working on this Contract at the airports shall obtain a Port Authority Security Airport ID card (SIDA) with driver privileges and a CBP seal within 3 months of assignment. In addition to all provisions of this Contract relating to security requirements, all personnel assigned by the Contractor and/or its Subcontractors to provide services on about the Facilities under this Contract must successfully complete, initially and continually, the background investigation, training and testing required to receive a Port Authority Security Airport ID Card with appropriate privileges as required by Title 49 Part 1542 of the Code of Federal Regulation (CFR), and Port Authority Rules and Regulations, as well as policies, and procedures pertaining to security. Personnel assigned by the Contractor and/ or its Subcontractors must have in their possession at all times while providing services on about the facilities under this Contract, their company ID card and approved Port Authority Security Airport ID Card. The cost to obtain a Security Airport ID Card is not reimbursable.

c) Airport Familiarization

The Contractor's and Subcontractor's personnel assigned to Port Authority Airports, such as technical and managerial staff, shall, within 30 days of receiving an Airport ID Card (SIDA badge) familiarize themselves with each facility and the locations of essential communications infrastructure.

d) Trained Contractor and Subcontractor staff

The Contractor and any Subcontractor staff shall furnish competent and sufficiently trained management, supervisory, and technical personnel to perform the services required under this Contract, with all such personnel subject to review and approval by the Port Authority.

e) U.S. Citizen/Legally Authorized to work in U.S.

The Contractor and all Subcontractor staff must be a U.S. citizen or an alien legally authorized to work in the U.S. and in possession of a valid Social Security Number.

f) U.S. High School Diploma/U.S. General Equivalency Diploma

The Contractor and all Subcontractor staff must possess a U.S. high school diploma or a U.S. general equivalency diploma.

g) Lenel and Verint Certification

Contractor and/or Subcontractor technician staff must be Lenel and Verint certified. The Contractor shall submit all proposed technician resumes and receive PA approval prior to technician deployment at the airports.

h) Experience

Contractor and/or Subcontractor technician staff shall also have at least three (3) years of experience in maintaining the type of equipment comprising the Security Systems under this Contract.

i) Business Continuity

The Contractor shall be responsible for maintaining the appropriate knowledge, skills and abilities of its staff assigned to support the Port Authority by providing a regular ongoing training program appropriate to the needs of the staff assigned.

j) Security Requirement/Qualification Modifications

The Port Authority may impose, increase and/or upgrade security requirements/qualifications for the Contract, Subcontractors and their staff during the term of this Contract to address changing security conditions and/or new governmental regulations.

k) Communication in English

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

l) Drug Testing

The Contractor is required to have 100% of its staff assigned to this Contract randomly drug tested on an annual basis. A Port Authority approved third party shall conduct the testing. The Contractor shall propose the third part of the Port Authority. No Contractor shall work on this Contract unless he/she successfully pass the test.

All positions on this Contract hereunder shall pass drug screening tests, including a comprehensive ten panel drug screen or its equivalent, to include screens for the following:

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

The tests shall be administered by and at the sole cost and expense of the Contractor, at the commencement of the Contract, and prior to hiring of all new employees. The drug- screening test shall be conducted by an independent firm other than the Contractor, who shall be approved by the Port Authority. This shall be conducted at no cost to the Port Authority.

In each year of the Contract, all Contractor personnel working on this Contract hereunder shall be randomly tested at least once per year in each year of the contract. The Contractor also has the ability to perform a drug test based upon reasonable suspicion. Reasonable suspicion testing is performed when supervisors have evidence or reasonable cause to suspect an employee of drug use. Evidence is based upon direct observation, either by a supervisor or another employee.

Part 40 of Title 49 of the Code of Federal Regulations, describes required procedures for conducting workplace drug and alcohol testing for the Federally regulated transportation industry. Please refer to the regulation for specific information and procedures:

https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title49/49cfr40_main_02.tpl

ii. Position Duties

- a) The Port Authority may pursue Certification or Designation under the Safety Act for any or all of the facilities and/or services listed in this Contract. The Contractor hereby agrees to furnish any required support, documentation of services required in order to assist the Port Authority in obtaining such Certification or Designation.”

- b) The Contractor and Subcontractor staff must comply with Port Authority Rules and Regulations, TSA federal regulations and TSA Security Directives.
- c) The Contractor staff will only report to the Aviation Security unless informed in writing otherwise.
- d) As directed by Airport Security Manager, technicians needs to be on site during expected inclement weather (snow, rain, etc.) or for urgent/emergency nonstandard operations.
- e) The Contractor shall disclose all contact it has with other entities (internal groups/departments or external groups) at Port Authority airports.
- f) Dedicated Contractor staff are precluded from working on another access control or CCTV contract (PA or non-PA) on a Port Authority airport without receiving Port Authority written approval.
- g) The Contractor and Subcontractor shall provide its employees distinctive uniforms. Dress in uniform at all times while on duty. For more information on uniforms, please refer to Section 24, Employee Uniforms.
- h) The Contractor's and Subcontractor's employees under this Contract shall have manufacturers' training and certification, and must possess a minimum of three (3) years of experience in maintaining Systems and equipment of similar type and complexity to those covered under this Contract. The Contractor shall maintain manufacturers' training and certifications.

iii. Program Management, Appointment of Staff:

- a) The Contractor shall appoint member(s) of its organization to oversee the management of the Contract. The Contractor shall consult with the Port Authority on any changes to assigned personnel during the duration of the Contract, before such changes are made. No more than 15% of Contractor personnel may be transitioned off the Contract during the Contract term.
- b) The Contractor shall assign a full-time, technically proficient, English-speaking, experienced and fully qualified account manager ("Account

Manager”); any change from the person set forth in the proposal is subject to the approval of the Authority. The Contractor shall manage and schedule meetings (e.g., weekly) per the direction of the Port Authority.

- c) The Port Authority reserves the right to relieve any Contractor employee without cause as this falls under Manager’s Authority.
- d) The Contractor shall provide a detailed timeline of the Services performed as related to an event impacting operational availability and performance to Systems and equipment as requested by the Port Authority. The Contractor, for all Services, shall submit a Service form (e.g., Preventative and Remedial Maintenance tickets) and a summary form to the Port Authority for review and approval.
- e) The Contractor shall track all work and provide documentation of services performed (e.g., Service ticket: ticket number, onsite arrival date and time, and departure date and time, notification timestamp, completion timestamp, categorize problem (e.g. camera), technician name(s), work location, detail description of work, materials and total hours to resolve problem and detailed description of resolution).
- f) Removal or reassignment of the Account Manager shall be subject to the Port Authority’s preapproval.
- g) The Contractor shall provide and maintain an escalation list of contacts and phone numbers of its personnel assigned to this Contract.

iv. Quality Assurance:

The Contractor shall establish and maintain a quality assurance program to ensure all performed work is in accordance with the Contract terms. The Contractor shall employ procedures to assure the timely and effective execution of all tasks required by this Contractor. The quality assurance program is expected to include a measurement plan which tracks the quality and productivity of services provided by the Contractor. The Contractor shall issue reports regarding this Quality Assurance activity each quarter.

v. Security:

a) Physical Access

Maintaining lists of authorized personnel: The Contractor shall maintain a list of its employees authorized to enter the AOA, Sterile and Secured areas and shall maintain communication with the Port

Authority as to changes in its employees' employment status, which may require updating of said list. The Contractor shall notify the Port Authority no later than 24 hours of changes in its employees' employment status.

b) System Access

Maintaining lists of authorized users: The Contractor shall maintain a list of Contractor employees authorized by the Port Authority to access the equipment only to the minimum extent necessary to perform the job function. The Contractor shall also provide a means for immediate communication with the Port Authority when changes in employment status or assignments occur, which may require updating the list. The Contractor shall notify the Port Authority no later than 24 hours of changes in its employees' employment status

The Contractor shall maintain a list of authorized Port Authority users, and assign appropriate access privileges to users in accordance with the user's roles and responsibilities.

The Contractor shall maintain user IDs and passwords in accordance with the Standard and Guidelines of the Port Authority Technology and Audit Controls.

c) Data Security

1) Safeguarding Data:

All information concerning the business of the Port Authority which becomes accessible, or known, to the Contractor, its employees or subcontractors including, but not limited to, financial information, customers, customer lists, business plans, operational plans, data and computer programs, documentation, engineering/technical data, design process, pricing, research and development, strategic plans, and operating data resident on magnetic media, or other media processed, stored, archived or maintained, shall be protected from loss, erroneous alteration, and shall be held in strict confidence and protected from unauthorized access. Data security shall be provided in accordance with the provisions of the Port Authority of New York and New Jersey's Information Security Handbook, October 15, 2008, Corrected as of November 14, 2013 (<http://www.panynj.gov/business-opportunities/pdf/Corporate-Information-Security-Handbook.pdf>), as the same may be modified or supplemented from time to time without the approval of the Contractor. In the event of any non-authorized

access, modification, disclosure, loss, or inability to account for any Port Authority data, the Contractor shall provide immediate notification to the Port Authority's Contract Manager.

2) Cyber Security Insurance

Contractor shall maintain a current Cyber Liability Insurance policy with a policy limit that is fully compliant with requirements identified by the Port Authority. Please see Part III, Insurance section for more information.

22. TRANSITION PLANNING FROM CURRENT CONTRACTORS

The Contractor shall support an orderly transition from the existing vendor providing the services to the new Contract. This means the Contractor shall coordinate all work in harmony with all necessary parties in the most efficient manner resulting in the successful Contract transition. The minimum transition period shall be 60 days, maximum transition period shall be 120 days, or less/more as determined feasible by the Port Authority. The Contractor shall actively participate in discussions and agree to written plans which specify the transition period and responsibilities.

23. TRANSITION PLANNING TO FUTURE CONTRACTORS

The Contractor shall support an orderly transition to future vendors that will provide the services described herein. This means the Contractor shall coordinate all work in harmony with all necessary parties in the most efficient manner resulting in the successful Contract transition. The minimum transition period shall be 60 days, maximum transition period shall be 120 days, or less/more as determined feasible by the Port Authority. The Contractor shall actively participate in discussions and agree to written plans which specify the transition period and responsibilities.

The Contractor must assist with the transition to the new vendor to minimize service interruption at the end of this Contract. Reasonable costs associated with this transition may be paid through the Extra Work provisions of this Contract. The Contractor shall request Port Authority approval prior to incurring such expenses.

All information (data, procedures, documentation materials, etc.) gathered/developed, etc. during the Contract period is Port Authority property. Upon termination/expiration of the Contract, the Contractor shall provide such data to the new vendor at no cost. The Contractor shall hold such information for seven (7) years as the Port Authority reserves the right to audit such records.

24. EMPLOYEE UNIFORMS

Uniforms must be worn at all times during which the services are being performed hereunder. The Contractor agrees its employees will present a neat, clean and orderly appearance at all times. Uniforms shall include the Contractor's identification badge with picture ID bearing the employee's name. All uniforms, colors, types and styles shall be subject to the prior approval of the Manager. The Contractor will also be responsible to ensure its employees are wearing appropriate shoes.

The Manager shall have the right to require removal of any employee who fails to adhere to uniform and shoe policy, and the exercise of this right shall not limit the obligation of the Contractor to perform the services or to furnish any required number of employees at a specific location at the specified sites.

25. CONTRACTOR'S VEHICLES/CONSTRUCTION EQUIPMENT

Contractor's Vehicles – Parking/Licenses

The Contractor shall have vehicles available within 24 hours in order to perform any remedial maintenance and/or preventative maintenance at no additional cost to the Port Authority.

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

Construction Equipment

The Contractor shall have available construction equipment (bucket truck, scissor lifts, etc.) to perform maintenance services no later than 45 days from Contract commencement.

26. SPACE PROVIDED TO THE CONTRACTOR

Subject to availability, the Port Authority may furnish to the Contractor, without charge, exclusive or non-exclusive space at a location or locations at the Facility (to be designated by the Port Authority) (the "Space") to be used by the Contractor for the storage of the Contractor's equipment, materials and supplies used at the Facility. The Contractor must supply the office furniture, supplies, telephone equipment and telephone service for the Space. The Contractor shall keep the Space at all times in a clean and orderly condition and appearance. The use of the Space shall be subject to all the terms, provisions and conditions of this Contract, including, but not limited to, indemnification, repair and removal of property.

The Port Authority by its officers, employees and representatives shall have the right at all times to enter upon the Space for the purpose of inspecting the same, for observing the performance of the Contractor of its obligations under this Contract, and for the doing of any act or thing which the Port Authority may be obligated to or have the right to do under this Contract or otherwise. The Contractor shall repair all damage to the Space and all damage to fixtures, improvements, and personal property of the Port Authority which may now or may hereafter be located thereon, which may be caused by the operations of the Contractor under this Contract or by any acts or omissions of the Contractor, its officers, agents, employees or representatives, whether the damage occurs during the course of their employment by the Contractor or otherwise. Without limiting the generality of the

foregoing, the Port Authority shall have the right, for its own benefit and for the benefit of others at the Facility, to maintain existing and future utility systems or portions thereof on the Space and to enter upon the Space at all reasonable times to make such repairs, replacements, additions or alterations as may, in the opinion of the Port Authority, be deemed necessary or advisable. It is understood that the foregoing shall not impose or be construed to impose upon the Port Authority any obligations to inspect, construct or maintain the Space or to make repairs, replacements, alterations or additions to the Space, nor shall it create any liability for any failure to do so.

Upon the expiration or earlier termination or revocation of this Contract or upon the substitution by the Port Authority of any of the Space, the Contractor shall promptly vacate the facilities and the Space and leave the same in the condition existing as of the commencement of the Contractor's occupancy and use thereof, reasonable wear and tear excepted. Upon the expiration or earlier termination or revocation of this Contract, the Contractor shall remove its equipment, materials, supplies and other personal property from the Space and elsewhere at the Facility. If the Contractor shall fail to remove its property on or before the expiration, termination or revocation of this Contract, the Port Authority may remove such property to a public warehouse for deposit or retain the same in its own possession, and in either case may dispose of the same as waste material or sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, second to any sums owed by the Contractor with any balance remaining to be paid to the Contractor; if the expenses of such removal, storage and sale exceed the proceeds of sale, the Contractor shall pay such excess to the Port Authority upon demand. Without limiting any other term or provision of this Contract, the Contractor shall indemnify and hold harmless the Port Authority, its Commissioners, officers, agents, employees and Contractors from all claims of third persons arising out of the Port Authority's removal and disposition of property pursuant to this Section, including claims for conversion, claims for loss of or damage to property, claims for injury to persons (including death), and claims for any other damages consequential or otherwise include, among other things, the designation by the Contractor of a qualified individual to administer such Safety Program.

Part V - Attachment A
Equipment Inventory Summary
As of 2/16/18

Below is an equipment inventory summary. The Port Authority made a reasonable effort to identify all equipment.

After Contract award, the Port Authority will provide a detailed equipment inventory to its Contractor. The counts in the detailed equipment inventory may slightly vary from the equipment inventory summary as equipment may be subsequently installed/de-installed in response to airport needs. Upon receipt of the detailed equipment inventory, the Contractor shall conduct a detailed site survey/inventory check and complete any missing information in said inventory within 3 months of contract award. The Contractor shall accurately maintain and update the detailed equipment inventory unless otherwise directed by the Port Authority.

If the Contractor performs any maintenance services off hours or requires coordination with stakeholders in certain locations (passenger screening checkpoints, etc.) the Port Authority shall give the Contractor a date/time range of such time availability by location. However, these dates and times are subject to change pending upon site operations.

Any equipment such as bucket trucks, etc. used in the performance of maintenance services shall be invoiced separately as Extra Work. Usage of such equipment must be Port Authority pre-approved. Travel to the work locations is not billable.

The Port Authority reserves the right to increase/decrease the equipment inventory in response to increased/decreased security requirements. Please note the Contractor shall be responsible for applicable installed MFSSE equipment once the Port Authority accepts it. The Port Authority shall inform the Contractor if the installed MFSSE equipment will fall under this Contract.

Currently the LGA, EWR and JFK Dorado card readers are being maintained by the Port Authority Communications, Security & Electronics Group (COMSEG). The Dorado card readers are currently being transitioned to HID card readers. The Contractor shall perform maintenance on each HID card reader beginning at the time such card reader is transitioned from being a Dorado card reader.

LGA

LGA Airport currently has the following systems:

1. CCTV
2. CACS
 - a. MorphoTrak
 - b. Badging

1. CCTV

The existing CCTV system provides security surveillance and safety application for the Port Authority. LGA uses Verint Nextiva Video Technology version 6.4.2811.0 which is on PAWANET. The CCTV system is comprised of multiple components:

- a) Verint Nextiva System
- b) Stand Alone CCTVs at Port Authority Guard Posts

LGA currently has approximately 758 cameras throughout the airport which use a mix of IP and analog connections. The Contractor is responsible for all of them. Aviation Security intends to add more cameras in the near future in response to increased security requirements. Cameras are strategically located throughout the airport and are programmed to record 24 hours a day, 7 days a week. The cameras record at 15 Frames Per Second (FPS) and 4 Common Intermediate Format (CIF) and retain video for 30 days.

Currently LaGuardia Gateway Partners (LGP) manages the security and operational functions of Terminal B (Central Terminal Building [CTB]) with the exception of the CCTV system. The CACS equipment within the CTB is connected to Port Authority's CACS system and are LGP's responsibility and are maintained by LGP's integrator. Aviation Security's Contractor shall coordinate all work in harmony with all necessary parties (LGP's integrator, Port Authority's Application Management vendor, etc.) to resolve any CACS/CCTV problem in the most efficient manner resulting in the best possible outcome for the Port Authority (refer to Standard Contract Terms & Conditions, Harmony section).

The Port Authority will only pay for LGA airport, Hangar 1 preventative and remedial maintenance services until June 2021 unless LGP assumes responsibility of Hangar 1 before 2021.

a) Verint Nextiva System

| System Components | Description/Quantity |
|-------------------------------------------------------------------------------------|----------------------|
| Verint Nextiva Application Master Server Hardware / Software (Maintained by Others) | 2 |
| Verint Nextiva Network Management (NMS) Server - Hardware / Software | 2 |

| | |
|--------------------------------------------------------------|--------------------------------------------------------|
| Verint Nextiva Video Recorder Servers (Maintained by Others) | 10 |
| Total Verint Servers at LGA | 13 |
| Verint Encoders | 336 |
| Verint Decoders | 1 - Verint Decoder 5 - Verint - Nextiva HDR Premium |
| Viewing Workstations | 16 - IBM Intelli-station M Pro |
| Fixed Cameras - Interior Located | 358 |
| Fixed Cameras - Exterior Located | 370 |
| Total Fixed Cameras | 728 |
| | |
| PTZ Cameras - Interior Located | 15 |
| PTZ Cameras - Exterior Located | 15 |
| Total PTZ Cameras | 30 |
| | |
| Other - Interior Located | 0 |
| Other - Exterior Located | 0 |
| Total Other Cameras | 0 |
| | |
| Total - Interior Located (Fixed + PTZ + Other) | 373 |
| Total - Exterior Located (Fixed + PTZ + Other) | 385 |
| Grand Total Cameras | 758 |

b) **Stand Alone CCTVs at Port Authority Guard Posts**

LGA has three (3) Guard Posts which each have their own stand-alone CCTV system, inventory listing below. These CCTVs are in the process of being replaced and connected to PAWANET along with additional CCTVs. Please note, GP 2 will be demolished no later than the end of 2020 and a new GP 2 will subsequently be constructed in a new location no later than the end of 2020. The Contractor will be responsible for the performance of maintenance services on the new GP 2.

Old Configuration – Stand Alone

| | |
|------|------------------------------------------------------------------------------------------------|
| GP 1 | 2 Booths Booth 1 = 4 fixed analog cameras, 1 DVR Booth 2 = 4 fixed analog cameras, 1 DVR |
| GP 2 | 1 Booth = 3 fixed analog cameras, 1 DVR |

| | |
|------|-----------------------------------------|
| GP 3 | 1 Booth = 3 fixed analog cameras, 1 DVR |
|------|-----------------------------------------|

New Configuration – After connection to PAWANET

All existing analog cameras at the GPs will be replaced with ip cameras. The DVRs will be replaced with network switches. Please note switches will be maintained by the Port Authority Technology Department.

| | |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| GP 1 | <p>2 Booths Booth 1 = 5 ip cameras, 1 network switch will be installed inside booth Booth 2 = 5 ip cameras, 1 network switch will be installed inside booth 1 PTZ will cover Booths 1 and 2.</p> <p>There is a possibility of an additional booth being built. If the booth is built, the number of cameras and network location will be determined and the Contractor will be responsible for maintenance and work order services on the new booth.</p> |
| GP 2 | <p>The booth design (number and location of cameras, switch, etc.) is to be determined.</p> <p>The Contractor will be responsible for maintenance and work order services on the new GP.</p> |
| GP 3 | <p>1 Booth = 5 ip cameras, 1 network switch will be installed inside booth. 1 PTZ will cover the Booth.</p> |

2. CACS

The CACS system runs on Lenel OnGuard version 7.0 and provides functions for both (a) Access Control and Alarm Monitoring (Static and Mobile) and (b) Badging:

a) Access Control and Alarm Monitoring (Static and Mobile)

The CACS currently interfaces with external systems for updates and Security ID Card access revokes and is capable of producing both standard and custom reports. The system is comprised of several field access control components:

- i. Intelligent system controllers (ISC) LNL1000, LNL2000, LNL2220, LNL 3300
- ii. Dual Reader Interface Module (DRIM) – LNL 1320, etc.
- iii. Alarm Input and Output Panels (LNL 1100 and LNL 1200)
- iv. Dorado Readers (Wiegand) – Specific Port Authority reader
- v. HID Desfire Readers – Specific Port Authority reader
- vi. Biometric Readers (Sagem – Morpho Access)
- vii. MorphoTrak PIV Class Mobile ID Verification System with Hand Held Units

In regards to access control doors, the Contractor is responsible to ensure all devices are working and are on-line (PAWANET).

The CACS Lenel OnGuard application, CACS servers, workstations, network equipment, and operating system software will be maintained by others and are listed in the table below for reference only.

Maintained by Others

| CACS System | Description & Quantity |
|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Host Servers at LGA | The host servers communicate to client workstations and Lenel OnGuard Pro ISCs using TCP/IP protocol via a 10 Mbps/ 100Mbps Ethernet LAN routed via the fiber network maintained by others. The primary and secondary hosts maintain database synchronization through a separate 1G bps Ethernet LAN with the use of the NEC Express Cluster X Server software from NEC Corporation- This link is used to bring the repaired server up to date when recovering from a server failure. This 1G bps Ethernet segment consists of a dedicated fiber link between the two servers via CISCO Switches. |
| Lenel Application Server Hardware | 2 - redundant IBM Servers with Microsoft Windows 2012 Standard Edition R2 for the operating system. The database manager is Microsoft SQL Server 2014 Standard Edition Database Management system. The application software is Lenel OnGuard Pro 7.0 |
| Domain Controller Server Hardware | 2 - redundant IBM Blade Servers with Microsoft Windows 2003 Enterprise Server for authenticating users to the CACS system domain environment. (This will be migrated to PA Corp Domain soon) |
| MorphoTrak Server Hardware | 1 |
| Verint Servers | 20 |
| Total Host Servers | 25 |

The Contractor shall maintain the below listed CACS equipment:

| CACS Components | Description and Quantities |
|---------------------|--------------------------------------------------------------------------|
| Client Workstations | Lenovo Think Centre computers. The operating system is Microsoft Windows |

| | |
|--------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | 7 or 10. The applications software is Lenel On Guard 7.0 |
| Administration/Alarm Monitoring Workstations | 28 However, since Terminal B is in the process of being redeveloped, the number of workstations may change, pending upon Aviation Security and Operational needs. |
| Alarm Monitoring Laptops | 5, 1 for each booth: 2 for GP 1 (2 booths) 1 for GP 2 (to be reduced when GP is demolished) 1 for GP 3 1 for Fuel Farm |
| Enrollment and Badging Workstations | 3 – Enrollment Workstations. However, Aviation Security is in the process of adding a fourth enrollment and badging workstation. Installation will be completed by the end of 2019. 5 – Badging Workstations (data entry) |
| Total Workstations | 39, to be increased to 41 when the 5 workstations are installed |
| Badge Printers | 3 - High Speed Card Printers NISCA |
| Encoding Module | 16 encoders are currently installed. Total 2 encoders per enrollment and badging workstation 1 – resides in each printer (for magnetic stripe encoding) 1 – interfaces with the smart card to program the biometric and pin onto the chip 2 encoders per workstation x 8 workstations = 16 encoders. |
| Heat Rollers | NISCA |
| Number of Intelligent System Controllers (ISC's) | 55 |
| Total Alarm Inputs | 591 |
| Total Alarm Outputs | 165 |
| Total Dorado + HID Readers | 374 |

MorphoTrak PIV Class Mobile ID Verification System with Hand Held Units

The MorphoTrak system consists of hardware, software, interface equipment and mobile hand held units to scan Security Airport ID cards. The system operates as a complete, off the shelf system as an added component of the CACS system. Database synchronization occurs through the CACS networked base station cradles. Cradle locations for synchronization have network connections to CACS and PAWANET.

The MorphoTrak handhelds will eventually have cellular capability which will enable Security staff to synchronize them to the CACS database without need for manual connection to Cradles.

| | JFK | LGA | EWR | Total |
|---------------------|-----|-----|-----|-------|
| Number of Handhelds | 24 | 15 | 15 | 54 |

| ITEM | JFK | LGA | EWR |
|------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| Server | IBM Intel Xeon Server | IBM Intel Xeon Server | IBM Intel Xeon Server |
| Operating System | Microsoft Windows 2008 | Microsoft Windows 2008 | Microsoft Windows 2008 |
| Database | Microsoft SQL Server 2008 Edition | Microsoft SQL Server 2008 Edition | Microsoft SQL Server 2008 Edition |
| Application | PIV | PIV | PIV |

b) Badging

The CACS system also currently provides badging functions. Aviation Security is currently working with a vendor, Intellisoft, to develop and implement an Identity Management and Credential Issuance System (IdM-CIS). This new system shall interface with the CACS system and be implemented no later than the end of 2019. After implementation, the CACS system will only perform access control and alarm monitoring functions. Credentialing information will be obtained from the IdM-CIS. Therefore, Intellisoft will maintain the application and its associated peripherals (ID Card printers, ID Card cameras, etc.). The Port Authority’s Technology Computing Resources vendor will maintain the badging servers and workstations.

The Contractor shall make all necessary changes, additions, modifications in the CACS Lenel system at no extra cost (or request those changes from Lenel) to continue the two-way communications of the necessary applicant information

from the Intellisoft IdM-CIS credentialing system once the system is implemented. Presently the two Lenel services being used to transmit information are Web Services and Data Conduit. However other services may be needed in the future to expand the security of the airport.

The current badging set up is comprised of Lenel's ID Credential Center workstation, CrossMatch Fingerprint Enrollment Readers, Nisca Printers, Lenel Encoders (for Smartcard). The digital camera used to take badge identification photographs is a Canon Powershot ELPH 180. This camera uses transcom software to integrate with the badging system.

JFK

JFK Airport currently has the following systems:

1. CCTV
2. CACS
 - a. MorphoTrak
 - b. Badging

1. CCTV

The existing CCTV system provides security surveillance and safety application for the Port Authority. JFK uses Verint Nextiva Video Technology version 6.4.2811.0 which is on PAWANET.

JFK currently has approximately 1,297 cameras throughout the airport which use a mix of IP and analog connections. The Contractor is responsible for all of them. Aviation Security intends to add more cameras in the near future in response to increased security requirements. Cameras are strategically located throughout the airport and are programmed to record 24 hours a day, 7 days a week. The cameras record at 15 Frames Per Second (FPS) and 4 Common Intermediate Format (CIF) and retain video for 30 days.

a) Verint Nextiva System

| System Components | Description & Quantity |
|----------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| Verint LVN Application Master Server Hardware (Maintained by Others) | 1 – Verint Nextiva master server with Nextiva master server software, Nextiva Map Support License and Enterprise storage manager software-site license. |
| Verint LVN ESM Fiber Channel Server (Maintained by Others) | 2 – Verint Nextiva ESM Fiber Channel Servers |
| Verint Disk Array | 3 – Verint 42 bay 18TB SATA Beast disk array |
| Verint LVN Recorder Server (Maintained by Others) | 33 Verint Nextiva SCSI recorder servers |
| Total Verint Servers at JFK | 34 |
| Fixed Cameras - Interior Located | 1,061 |
| Fixed Cameras - Exterior Located | 93 |
| Total Fixed Cameras | 1,154 |
| | |
| PTZ Cameras - Interior Located | 115 |
| PTZ Cameras - Exterior Located | 24 |
| Total PTZ Cameras | 139 |
| | |
| Other - Interior Located | 3 |
| Other - Exterior Located | 1 |
| Total Other Cameras | 4 |
| | |
| Total - Interior Located | 1,179 |

| | |
|---------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (Fixed + PTZ + Other) | |
| Total - Exterior Located (Fixed + PTZ + Other) | 118 |
| Grand Total Cameras | 1,297 |
| Encoders | 205 |
| Digital Video Multiplexer | 4– Panasonic |
| CCTV System Availability | 99.99% |
| Power Supply | 4 – Pelco WCS1-4 single output 24VAC four-amp power supply |
| Monitors | 79 |
| Video Walls | 1 Please note the video wall is being maintained under a different contract. The video wall is listed here for information only. However, the Aviation Security Contractor is responsible for the maintenance of the encoders which connect to the video wall. |

2. CACS

The CACS system runs on Lenel OnGuard version 7.0 and provides functions for both (a) Access Control and Alarm Monitoring (Static and Mobile) and (b) Badging.

a) Access Control and Alarm Monitoring

The CACS currently interfaces with external systems for updates and Security ID Card access revokes and is capable of producing both standard and custom reports. The system is comprised of several field access control components:

- i. Intelligent System Controllers (ISC) LNL1000, LNL2000, LNL 2220, LNL 3300
- ii. Dual Reader Interface Module (DRIM) – LNL 1320, etc.
- iii. Alarm Input and Output Panels (LNL 1100 and LNL 1200)
- iv. Dorado Readers (Wiegand) – Specific Port Authority reader
- v. HID Desfire Readers () – Specific Port Authority reader
- vi. Biometric Readers (Sagem – Morpho Access)
- vii. MorphoTrak PIV Class Mobile ID Verification System with Hand Held Units

The CACS Lenel OnGuard application, CACS servers, workstations, network equipment, and operating system software will be maintained by others and are listed in the table below for reference only.

Maintained by Others

| System Components | Description & Quantity |
|-------------------|------------------------|
|-------------------|------------------------|

| | |
|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Host Servers at JFK | The host servers communicate to client workstations and Lenel OnGuard Pro ISCs using TCP/IP protocol via a 10 MBS Ethernet LAN routed via the fiber network maintained by others. The primary and secondary hosts maintain database synchronization through a separate 1G bps Ethernet LAN with the use of the NEC Express Cluster X Server software from NEC Corporation- This link is used to bring the repaired server up to date when recovering from a server failure. This 1G bps Ethernet segment consists of a dedicated fiber link between the two servers via CISCO Switches. |
| Lenel Application Server Hardware | 2 - redundant IBM Servers with Microsoft Windows 2012 Standard Edition R2 for the operating system. The database manager is Microsoft SQL Server 2012 Standard Edition Database Management system. The application software is Lenel OnGuard Pro 7.0 |
| Domain Controller Server Hardware | 2 - redundant IBM Blade Servers with Microsoft Windows 2003 Advanced Server for authenticating users to the CACS system domain environment. (This will be migrated to PA Corporate Domain soon. When this happens, these servers will be eliminated from the inventory.) |
| MorphoTrak Hardware Server | 1 |
| Datalink Server | 1 |
| Verint Servers | 63 |
| Total Host Servers at JFK | 69 |

JFK has a CCTV Video Wall Display system in Building 145, the General Aviation Terminal (GAT), Operations Control Center (OCC). The current vendor, Securitas/Kratos/HBE, is responsible for the maintenance of this system with the exception of the video wall encoders. The Contractor is responsible for the maintenance of these encoders and shall work in harmony with Securitas/Kratos/HBE vendor and all associated stakeholders.

The Contractor shall maintain the below listed CACS equipment:

| CACS Components | Description & Quantity |
|----------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| Client Workstations | IBM Think Centre computers. The operating system is Microsoft Windows 7 or 10. The applications software is Lenel On Guard 7.0 |

| | |
|--------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Administration/Alarm Monitoring Workstations | 30 |
| Alarm Monitoring Laptops | 13 |
| Enrollment and Badging Workstations | 7 – Enrollment and Badging Workstations 20 – Workstations (data entry) 5 – Workstations (data entry) to be installed no later than the end of 2019. |
| Total Workstations | 72 |
| Badge Printers | 6 - High Speed Card Printers NISCA 1 - NiSCA Card Printer |
| Encoding Module | 54 encoders currently installed. After another 5 workstations are installed, the encoder count will increase to 64. Total 2 encoders per enrollment and badging workstation 1 – resides in each printer (for magnetic stripe encoding) 1 – interfaces with the smart card to program the biometric and pin onto the chip 2 encoders per workstation x 27 workstations = 54 encoders. |
| Heat Rollers | NISCA |
| DesFire Card Encoders | 7 – IE DesFire Contactless Card Encoders are used to encode the FASCN information along with the biometric template on the contactless DesFire card. |
| Number of Intelligent System Controllers (ISC's) | 81 |
| Total Alarm Inputs | 683 |
| Total Alarm Outputs | 159 |
| Total Dorado Card Readers | 213 |
| Total HID Desfire Card Readers | 1 – This card reader is located in the Security ID Office |

MorphoTrak PIV Class Mobile ID Verification System with Hand Held Units

The MorphoTrak system consists of hardware, software, interface equipment and mobile hand held units to scan Security Airport ID cards. The system operates as

a complete, off the shelf system as an added component of the CACS system. Database synchronization occurs through the CACS networked base station cradles. Cradle locations for synchronization have network connections to CACS and PAWANET.

The MorphoTrak handhelds will eventually have cellular capability which will enable Security staff to synchronize them without need for manual Cradle connection to the CACS database.

| | JFK | LGA | EWR | Total |
|---------------------|-----|-----|-----|-------|
| Number of Handhelds | 24 | 15 | 15 | 54 |

| ITEM | JFK | LGA | EWR |
|------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| Server | IBM Intel Xeon Server | IBM Intel Xeon Server | IBM Intel Xeon Server |
| Operating System | Microsoft Windows 2008 | Microsoft Windows 2008 | Microsoft Windows 2008 |
| Database | Microsoft SQL Server 2008 Edition | Microsoft SQL Server 2008 Edition | Microsoft SQL Server 2008 Edition |
| Application | PIV | PIV | PIV |

b) Badging

The CACS system also currently provides badging functions. Aviation Security is currently working with a vendor, Intellisoft, to develop and implement an Identity Management and Credential Issuance System (IdM-CIS). This new system shall interface with the CACS system and be implemented no later than the 4th Quarter, 2018. After implementation, the CACS system will only perform access control and alarm monitoring functions. Credentialing information will be obtained from the IdM-CIS. Therefore, Intellisoft will maintain the application and its associated peripherals (ID Card printers, ID Card cameras, etc.). The Port Authority’s Helpdesk vendor will maintain the badging servers and workstations.

The Contractor shall make all necessary changes, additions, modifications in the CACS Lenel system at no extra cost (or request those changes from Lenel) to continue the two-way communications of the necessary applicant information from the Intellisoft IdM-CIS credentialing system once the system is implemented. Presently the two Lenel services being used to transmit information are Web Services and Data Conduit. However other services may be needed in the future to expand the security of the airport.

The current badging set up is comprised of Lenel’s ID Credential Center workstation, CrossMatch Fingerprint Enrollment Readers, Nisca Printers, Lenel

Encoders (for Smartcard). There are two digital camera types used to take badge identification photographs: 1) Canon Powershot ELPH 180 and 2) Cannon E05 Rebel XS. This camera uses transcom software to integrate with the badging system.

EWR

EWR Airport currently has the following systems:

1. CCTV
2. CACS
 - a. MorphoTrak
 - b. Badging

1. CCTV

The existing CCTV system provides security surveillance and safety application for the Port Authority. EWR uses Verint Nextiva Video Technology version 6.4.2811.0. The CCTV system is comprised of multiple components which use PAWANET:

- a) Verint Nextiva System
- b) Video Display Wall System

EWR currently has approximately 1,297 cameras throughout the airport which use a mix of IP and analog connections. The Contractor is responsible for approximately 1,210 of them. The remaining cameras are maintained by the Port Authority COMSEG. Aviation Security intends to add more cameras in the near future in response to increased security requirements. Cameras are strategically located throughout the airport and are programmed to record 24 hours a day, 7 days a week. The cameras record at 15 Frames Per Second (FPS) and 4 Common Intermediate Format (CIF) and retain video for 30 days.

a) Verint Nextiva System

- i. Total Recorders: 16
- ii. Total Servers: 17 (16 Recorders, 1 Master Server)

| System Components | Description & Quantity |
|--------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| Verint Nextiva Application Master Server Hardware (Maintained by Others) | 1 – Verint Nextiva master server with Nextiva master server software, Nextiva Map Support License and Enterprise storage manager software-site license. |
| Verint Nextiva ESM Fiber Channel Server (Maintained by Others) | 2 – Verint Nextiva ESM Fiber Channel Servers |
| Total Verint Servers at EWR | 3 |
| Fixed Cameras - Interior Located | 374 |
| Fixed Cameras - Exterior Located | 0 |
| Total Fixed Cameras | 374 |
| PTZ Cameras - Interior Located | 11 |
| PTZ Cameras - Exterior Located | 30 |
| Total PTZ Cameras | 41 |
| | |

| | |
|---------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Other - Interior Located | 706 |
| Other - Exterior Located | 89 |
| Total Other Cameras | 795 |
| | |
| Total - Interior Located (Fixed + PTZ + Other) | 1,091 |
| Total - Exterior Located (Fixed + PTZ + Other) | 119 |
| Grand Total Cameras | 1,210 |
| | |
| Encoders | 47 – All video encoders are Verint |
| Power Supply | There is a mixture of power supplies throughout the airport. This mixture is comprised of Power Over Ethernet (POE) Injectors, Plug in Transformers and 4 channel power supplies. |
| Video Wall Monitors | 16 |
| Video Walls | 1 |
| Video Wall Workstations | 1 |

b) Video Display Wall System

The video display wall system is currently maintained and will continue to be maintained by the Radio Shop. However, the Contractor is responsible for the maintenance of the encoders to the video display wall system.

The video wall display system has approximately 20 monitors (16 analog, 4 are tvs). The 16 monitors only work with American Dynamics technology. The 4 remaining monitors are used to view different items (AirTrain map, new feeds [CNN, etc.], system maps, etc.).

2. CACS

The CACS system runs on Lenel OnGuard version 7.0 and provides functions for both (a) Access Control and Alarm Monitoring (Static and Mobile) and (b) Badging.

a) Access Control and Alarm Monitoring

The CACS currently interfaces with external systems for updates and Security ID Card access revokes and is capable of producing both standard and custom reports. The system is comprised of several field access control components:

- i. Intelligent system controllers (ISC) LNL1000, LNL2000, LNL 2220, LNL 3300
- ii. Dual Reader Interface Module (DRIM) – LNL 1320, etc.
- iii. Alarm Input and Output Panels (LNL 1100 and LNL 1200)
- iv. Dorado Readers (Wiegand) – Specific Port Authority reader
- v. HID Desfire Readers () – Specific Port Authority reader
- vi. Biometric Readers (Sagem – Morpho Access)

vii. MorphoTrak PIV Class Mobile ID Verification System with Hand Held Units

The CACS Lenel OnGuard application, CACS servers, workstations, network equipment, and operating system software will be maintained by others and are listed in the table below for reference only.

Maintained by Others

| CACS Components | Description & Quantity |
|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Host Servers at EWR | The host servers communicate to client workstations and Lenel OnGuard Pro ISCs using TCP/IP protocol via a 10 MBS Ethernet LAN routed via the Intellect OC-3 network. The primary and secondary hosts maintain database synchronization through a separate 1G bps Ethernet LAN with the use of the NEC Express Cluster X Server software from NEC Corporation. This link is used to bring the repaired server up to date when recovering from a server failure. This 1G bps Ethernet segment consists of a dedicated fiber link between the two servers via CISCO Switches. |
| Lenel Application Server Hardware | 2 - Lenovo System x3650 M5 Intel Xeon CPU E5-2690 (2 processors) 64GB RAM with Microsoft Windows 2012 Standard for the operating system. The database manager is Microsoft SQL Server 2014 Standard Edison 64bit Database Management system. The application software is Lenel OnGuard 7.0. |
| Morphotrak Server Hardware | 1 |
| Verint Servers | 36 |
| Total Host Servers at EWR | 39 |
| | |

The Contractor shall maintain the below listed CACS equipment:

| CACS Components | Description & Quantity |
|----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| Client Workstations | IBM Think Centre computers. The operating system is Microsoft Windows 7 or 10. The applications software is Lenel On Guard 7.0 |
| Administration/Alarm Monitoring Workstations | 27 |
| Alarm Monitoring Laptops | 18 |
| Enrollment and Badging Workstations | 5 – Enrollment and Badging Workstations 4 – Workstations (data entry) |

| | |
|--------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Total Workstations | 45 |
| Badge Printers | 5 - NiSCA Card Printer |
| Encoding Module | 18 encoders Total 2 encoders per enrollment and badging workstation 1 – resides in each printer (for magnetic stripe encoding) 1 – interfaces with the smart card to program the biometric and pin onto the chip 2 encoders per workstation x 9 workstations = 18 encoders |
| Heat Rollers | 5 –Heat Rollers |
| Total Biometric Readers | 5 – CrossMatch ID 5000 are used to capture fingerprints and are located in the badging office |
| DesFire Card Encoders | 5 - IE DesFire Contactless Card Encoders are used to encode the FASCN information along with the biometric template on the Contactless DesFire Card |
| | |
| Number of Intelligent System Controllers (ISC's) | 52 |
| Total Alarm Inputs | 798 |
| Total Alarm Outputs | 155 |
| Total Card Readers | 233 |

MorphoTrak PIV Class Mobile ID Verification System with Hand Held Units

The MorphoTrak system consists of hardware, software, interface equipment and mobile hand held units to scan Security Airport ID cards. The system operates as a complete, off the shelf system as an added component of the CACS system. Database synchronization occurs through the CACS networked base station cradles. Cradle locations for synchronization have network connections CACS and PAWANET.

The MorphoTrak handhelds will eventually have cellular capability which will enable Security staff to not manually synchronize them to the CACS database.

| | JFK | LGA | EWR | Total |
|---------------------|------------|------------|------------|--------------|
| Number of Handhelds | 24 | 15 | 15 | 54 |

| ITEM | JFK | LGA | EWR |
|------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| Server | IBM Intel Xeon Server | IBM Intel Xeon Server | IBM Intel Xeon Server |
| Operating System | Microsoft Windows 2008 | Microsoft Windows 2008 | Microsoft Windows 2008 |
| Database | Microsoft SQL Server 2008 Edition | Microsoft SQL Server 2008 Edition | Microsoft SQL Server 2008 Edition |
| Application | PIV | PIV | PIV |

b) Badging

The CACS system also currently provides badging functions. Aviation Security is currently working with a vendor, Intellisoft, to develop and implement an Identity Management and Credential Issuance System (IdM-CIS). This new system shall interface with the CACS system and be implemented no later than the end of 2019. After implementation, the CACS system will only perform access control and alarm monitoring functions. Credentialing information will be obtained from the IdM-CIS. Therefore, Intellisoft will maintain the application and its associated peripherals (ID Card printers, ID Card cameras, etc.). The Port Authority’s Helpdesk vendor will maintain the badging servers and workstations.

The Contractor shall make all necessary changes, additions, modifications in the CACS Lenel system at no extra cost (or request those changes from Lenel) to continue the two-way communications of the necessary applicant information from the Intellisoft IdM-CIS credentialing system once the system is implemented. Presently the two Lenel services being used to transmit information are Web Services and Data Conduit. However other services may be needed in the future to expand the security of the airport.

The current badging set up is comprised of Lenel’s ID Credential Center workstation, CrossMatch Fingerprint Enrollment Readers, Nisca Printers, Lenel Encoders (for Smartcard). The digital camera used to take badge identification photographs is a Logitech HD720P with a USB communications interface cable.

SWF

SWF Airport currently has the following systems:

1. CCTV
2. CACS
 - a. MorphoTrak
 - b. Badging

1. CCTV

The existing stand-alone CCTV system provides security surveillance and safety application for the Port Authority/AvPorts. The CCTV system is manufactured by ExacQvision and is maintained by another vendor. There are currently 5 32-inch CCTV monitors in use: 3 monitors are used by Operations and 2 are used by NY State Troopers.

Maintained by Others

| | |
|------------------------------------------------|-----------|
| Fixed Cameras - Interior Located | 43 |
| Fixed Cameras - Exterior Located | 4 |
| Total Fixed Cameras | 47 |
| PTZ Cameras - Interior Located | 2 |
| PTZ Cameras - Exterior Located | 8 |
| Total PTZ Cameras | 10 |
| Other - Interior Located | 0 |
| Other - Exterior Located | 0 |
| Total Other Cameras | 0 |
| Total - Interior Located (Fixed + PTZ + Other) | 45 |
| Total - Exterior Located (Fixed + PTZ + Other) | 12 |
| Grand Total Cameras | 57 |

Note the Port Authority may elect at any time to have the Contractor perform CCTV work order and/or maintenance services.

2. CACS

a) Access Control and Alarm Monitoring

SWF is in the process of having their Win DSX access control and badging system replaced by a Lenel OnGuard system. The Lenel system will run on OnGuard version 7.0 and provide the access control and alarm monitoring functions (Static and Mobile).

The Contractor shall maintain the below listed CACS equipment:

| CACS Components | Description & Quantity |
|----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| Client Workstations | IBM Think Centre computers. The operating system will be Microsoft Windows 7 or 10. The applications software will be Lenel On Guard 7.0 |
| Administration/Alarm Monitoring Workstations | 3 – 1 for the Police, 1 for Operations and 1 for the Airport Manager |

| QTY | Manufacturer | Part # | Description |
|-----|--------------|-------------------|--------------------------------|
| 2 | Lenel | LNL-AL400ULX | Power Supply with Enclosure 4A |
| 6 | Lenel | LNL-1100 | Input Module |
| 6 | Lenel | LNL-1200 | Output Module |
| 11 | Lenel | LNL-3300 | Intelligent System Controller |
| 19 | Lenel | LNL-AL600ULX-4CB6 | Power Supply with Enclosure 6A |
| 19 | Lenel | ABT-12 | Battery Kit |
| 68 | Lenel | LNL-1320 | Dual Reader Interface Module |
| 130 | HID | | Card Reader |

MorphoTrak PIV Class Mobile ID Verification System with Hand Held Units

After the Win DSX system is replaced by the Lenel OnGuard system, SWF will look to subsequently purchase, install and use MorphoTrak handheld readers.

The MorphoTrak system consists of hardware, software, interface equipment and mobile hand held units to scan Security Airport ID cards. The system operates as a complete, off the shelf system as an added component of the CACS system.

b) Badging

The CACS system also currently provides badging functions which will be activated until the new Identity Management and Credential Issuance system (IdM-CIS) is installed. This new system shall interface with the CACS system and be implemented no later than the end of 2019. After implementation, credentialing information will be obtained from the IdM-CIS. Therefore, Intellisoft, Port Authority’s badging system contractor, will maintain the application and its associated peripherals (ID Card printers, ID Card cameras, etc.). The Port Authority’s Helpdesk vendor will maintain the badging servers and workstations.

The Contractor shall make all necessary changes, additions, and modifications in the CACS Lenel system at no extra cost (or request those changes from Lenel) to continue the two-way communications of the necessary applicant information from the Intellisoft IdM-CIS credentialing system once the system is implemented. Presently the two Lenel services being used to transmit information at the other airports are Web Services and Data Conduit. The SWF CACS system will use such services. However other services may be needed in the future to expand the security of the airport.

The current badging set up is listed below.

Badging Materials & Commissioning

| QTY | Manufacturer | Part # | Description |
|-----|--------------|---------|-------------------------------------|
| 1 | Unitech | K19U | Keyboard |
| 1 | Silk | SLU9000 | Tripod for Camera |
| 1 | Nisca | | Magnetic Encoder |
| 1 | Morpho Trak | | Morphosmart Optic 350 PIV Compliant |
| 1 | Lenel | | Heat Roller |
| 1 | Lenel | | Badging Printer |
| 1 | Canon | | Digital Camera |