

July 22, 2013

SUBJECT: REQUEST FOR PROPOSALS FOR THE PERFORMANCE OF EXPERT PROFESSIONAL ASBESTOS AND LEAD SERVICES AS REQUESTED ON A "CALL-IN" BASIS DURING 2014 (RFP# 33850)

Dear Sir or Madam:

The Port Authority of New York and New Jersey (the "Authority") hereby invites your Proposal for performance of the subject services as part of the Materials Engineering Consultant Program ("Program"). The selected firm ("Consultant") shall enter into an agreement with the Authority for the year 2014.

As part of this Program, the Authority requests your Proposal for furnishing the subject services on a "call-in" basis. Attached hereto is a copy of an Authority standard agreement including Attachment A thereto which should be carefully reviewed by you as it forms the basis for the submission of Proposals and is the form of agreement that shall be signed by the selected Consultant(s).

At the Authority's discretion, the Consultant may be required to enter into a new agreement for each of the following three years (2015, 2016, and 2017). Such new agreement(s) shall be identical to the agreement for 2014 unless otherwise mutually agreed upon by the parties. Subsequent agreements shall be sent to the Consultant as noted above at least 30 days prior to the end of the current term.

I. PROPOSER REQUIREMENTS:

The Authority will consider only those firms who are able to meet and document the following minimum qualification requirements:

- A. Must have New York State Department of Health (NYSDOH) – Environmental Laboratory Accreditation Program (ELAP), National Voluntary Laboratory Accreditation Program (NVLAP), and American Industry Hygiene Association (AIHA) certifications for all methods cited in [Exhibit I, Pricing Schedule](#) (link to spreadsheet);
- B. Must have a minimum of three (3) years of successful participation in proficiency testing by certifying agencies;
- C. Must own all analytical instrumentation and support devices required by the methods cited in Exhibit I;
- D. Must have performed within the last five (5) years a minimum of twenty (20) of the analyses methods, as described in Attachment A.

II. PROPOSAL FORMAT REQUIREMENTS:

To respond to this Request for Proposals (RFP), the Proposer shall submit a concise Proposal complying with the following basic format criteria:

- A. To be acceptable, this Proposal shall be of no more than 25 pages single-sided using 12 point or greater font size. The page limit pertains only to Letter F in Section III, below. Each resume shall be 2-page maximum, single-sided using 12 point or greater font size. The Proposal pages shall be numbered and bound, or in a 3-ring binder, with “Your Firm Name”, and **RFP Number 33850** clearly indicated on the cover.
- B. Separate each section of the Proposal with a tab divider that is labeled in accordance with the submission requirements specified below.
- C. All Proposals must be delivered in sealed envelopes and/or packages addressed to: The Port Authority of New York and New Jersey, 2 Montgomery Street, 3rd Floor, Jersey City, NJ 07302, **Attention: RFP Custodian**. Do not address your Proposal to any other name. You are required to submit one (1) reproducible original and three (3) copies, along with four (4) compact disc copies, of your Proposal for review. In case of conflict, the reproducible original of the Proposal and the written hard copy Agreement, if awarded, shall take precedence over material on the compact disc.
- D. In each submission to the Authority, including any return address label, information on the compact disc and information on the reproducible original and copies of the proposal, the Proposer shall use its **FULL LEGAL NAME WITHOUT ABBREVIATIONS**. Failure to comply with this requirement may lead to delays in contract award and contract payments, which shall be the responsibility of the Proposer.
- E. Your Proposals must be received in sufficient time so that the Authority receives it **no later than 2:00 p.m. on August 15, 2013**. The outermost cover of your submittal must include the RFP Number and the RFP title as indicated in “Subject” above. The Authority assumes no responsibility for delays caused by any delivery services.
- F. If your Proposal is to be hand-delivered, please note that only individuals with proper identification (e.g. photo identification) will be permitted access to the Authority’s offices. Individuals without proper identification shall be turned away and their packages not accepted.

III. SUBMISSION REQUIREMENTS:

To respond to this RFP, provide the following information:

In the front of your Proposal, a copy of Attachment B (Agreement on Terms of Conditions), signed by an officer of your company.

- A. A completed copy of Attachment C (Company Profile).
- B. Demonstrate your compliance with the prequalification requirements listed in “Proposer Requirements” as noted above. Include copies of all certifications, as appropriate.
- C. Submit Exhibit I filled out in its entirety.
- D. List and provide the number of all analytical instruments and support equipment, as required by the methods outlined in Attachment A, Exhibit I.

- E. Include the resumes, including technical qualifications (certifications), of all full-time engineering and technical personnel of your firm who will be assigned to perform the requested services.
- F. Identify the experience of your firm in providing services similar to those contemplated herein. For all projects referenced, include the name of the company, a contact person and current telephone number for verification purposes, and indicate whether said projects were completed on schedule and within budget.
- G. The Consultant's proposed management approach to performing the required services, being responsive to the client's needs, keeping the client apprised of the project status and ensuring the quality of the work product, particularly in sample management and analysis of short Turn-Around-Time (TAT) samples. Demonstrate history meeting 24/7 analysis requests.
- H. A complete list of your firm's affiliates.
- I. If the Proposer or any employee, agent or subcontractor of the Proposer may have, or may give the appearance of a possible conflict of interest, the Proposer shall include in its proposal a statement indicating the nature of the conflict. The Authority reserves the right to disqualify the Proposer if, in its sole discretion, any interest disclosed from any source could create, or give the appearance of, a conflict of interest. The Authority's determination regarding any question(s) of conflict of interest shall be final.
- J. The selected Consultant(s) shall comply with the requirements of the standard agreement and its terms and conditions. You should therefore not make any changes in this standard agreement, nor restate any of its provisions in your Proposal or supporting material. ***However, if the Proposer has any specific exceptions, such exceptions should be set forth in a separate letter included with its response to this RFP.*** The Authority is under no obligation to entertain or accept any such specific exceptions. Exceptions raised at a time subsequent to proposal submission will not be accepted. The scope of the tasks to be performed by you are set forth in Attachment A to the Authority's standard agreement.

IV. SELECTION PROCESS:

The review, rating and ranking of Proposals shall be based upon the following technical criteria (listed in order of importance), and subsequently cost, as appropriate. After consideration of these factors the Authority may enter into negotiations with the firm (or firms) deemed best qualified in terms of the forgoing factors to perform the required services.

- A. qualifications and experience of the staff performing services hereunder;
- B. qualifications and experience of the firm; and
- C. management approach for the performance of the contemplated services.

V. ADDITIONAL INFORMATION:

If your firm is selected for performance of the subject services, the agreement you will be asked to sign will include clauses entitled "Certification of No Investigation (Criminal Or Civil Anti-Trust), Indictment, Conviction, Debarment, Suspension, Disqualification and

Disclosure Of Other Information” And “Non-Collusive Proposing, And Code Of Ethics Certification; Certification Of No Solicitation Based On Commission, Percentage, Brokerage, Contingent Or Other Fees”. By submitting a Proposal, the firm shall be deemed to have made the certifications contained therein unless said firm submits a statement with its Proposal explaining why any such certification(s) cannot be made. Such a submission shall be submitted in a separate envelope along with your Proposal, clearly marked “CERTIFICATION STATEMENT”.

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

Your attention is directed to Paragraph 23 of the Authority’s Standard Agreement in which the Chief Engineer has stated the goals for Minority Business Enterprise participation. A listing of certified MBE/WBE firms is available at: <http://www.panynj.gov/business-opportunities/sd-mini-profile.html>.

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

Should you have any questions, please e-mail them to Ms. Isabel Amado, Principal Contract Specialist, at iamado@panynj.gov. All such emails must have “**RFP #33850**” in the subject line. All questions must be received at least five (5) working days prior to the Proposal due date. Neither Ms. Amado or any other employee of the Authority is authorized to interpret the provisions of this RFP or accompanying documents or give additional information as to their requirements. If interpretation or additional information is required, it will be communicated by written addendum issued by the undersigned, and such writing shall form a part of this RFP, or the accompanying documents, as appropriate. Addenda to the RFP, if any, will be posted at <http://www.panynj.gov/business-opportunities/bid-proposal-advertisements.html?tabnum=6>.

You should therefore monitor the advertisement on said website, as appropriate, to ensure you are aware of changes, if any.

Proposal preparation costs are not reimbursable by the Authority. The Authority shall have no obligation to a firm except under a duly authorized agreement executed by the Authority.

No rights accrue to any Proposer except under a duly authorized agreement for performance of the specified services.

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

Sincerely,

Tim Volonakis
Assistant Director
Procurement Department

Attachments

ATTACHMENT A

PERFORMANCE OF EXPERT PROFESSIONAL ASBESTOS AND LEAD ANALYSES SERVICES AS REQUESTED ON A “CALL-IN” BASIS DURING 2014

I. BACKGROUND

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

II. SCOPE OF WORK

The services of the Consultant shall generally consist of but are not limited to providing expert technical and analytical services relating to asbestos and lead investigations and/or analyses.

The Consultant shall perform analysis of environmental samples (in air, water, soil, sediment, and sludge matrices) and analysis of building materials for the presence, type and proportion of asbestos and or lead. All analyses shall be performed in accordance with analytical test procedures approved by federal and state regulatory agencies and as directed by the Authority.

III. DESCRIPTION OF CONSULTANT’S TASKS

The Consultant's tasks may include, but are not limited to, the following environmental and material sample analysis services:

A. Sample Pick-Up/Transport

Provide immediate pick-up services at the request of the Authority. This is defined as a time frame no greater than one (1) hour from the time a request is made, until the sample is returned to the Consultant’s laboratory and analysis initiated. Costs for sample pick-up and transportation are to be included in the unit price for each analysis (see Exhibit I). Pickups shall be made at the project site. All project sites are within the Port District.

B. Parameters, Matrices and Pricing

Analyze various parameters on samples of air, building materials, groundwater, surface water, sediment, sludge and/or soil matrices. Some samples may contain hazardous levels of volatile organics, aromatics, metals or other toxins. The Authority Project Manager will provide the laboratory Project Manager with all site background information when available. The cost of sample disposal is to be included in the unit prices.

Payment for all analyses will be made at the unit prices on the attached Exhibit I.

If an analysis is requested that does not appear on this schedule, the Consultant shall submit to the Authority a unit price prior to the performance of the requested service. Upon approval of the unit price, the Consultant may proceed with the performance of the requested service.

IV. TURNAROUND TIME & DELIVERABLES

A. Turn-Around-Time (TAT)

Provide results to the Authority Project Manager in the form of a facsimile transmittal within the requested turn-around time. Result datasets are to be placed on the Authority's document management system called Live Link (LL). LL is a secure web-based application. One point of contact from your laboratory will be given access to the LL system and training associated with use of LL. The laboratory will upload results within the required TAT to LL. Instructions detailing the file uploading procedure will be provided following an awarded contract. The format of the electronic submission of the results will comply with the Earthsoft EZEDD format. An example of the EZEDD format is included in Appendix A-1. A final, signed report as specified in C.1. below for each sample delivery group, accompanied by the invoice for the analysis completed, shall be in the hands of the Authority contract administrator within four (4) working days after the end of each billing cycle. For the purpose of turn-around time, the counting of hours begins at the time the samples are received by the laboratory. Service shall be available twenty-four (24) hours a day, seven (7) days a week including holidays.

Samples that reach the laboratory without explicit required turnaround, either as specified on the chain-of-custody document or verbally by the Project Manager, shall be assumed to be for 24- hour TAT.

The TATs given in Exhibit I shall be the only ones used by the Consultant unless prior written and specific approval is given by the Authority. In the case of a turnaround request other than those in Exhibit I, the turnaround shall be at the next longer TAT in the schedule.

B. Liquidated Damages

Since actual damages to the Authority are difficult and/or impossible to compute, failure to meet the mutually agreed upon schedule for performance of requested services shall result in a reduction of ten percent (10%) in the applicable unit prices for the achieved turnaround (as contained in Exhibit I) for the requested services as liquidated damages.

C. Deliverables

1. Hard Copy

Facsimile report shall be made within the requested TAT. Final report shall be posted on LL by the end of the billing cycle. Formal, signed report(s) are to be attached to the corresponding invoice(s) and received by the Authority within four (4) working days of the end of the billing cycle. The Consultant's report submittals shall conform to the Authority standard report format. The Authority Standard Report, also known as a Data Summary Format, includes the following:

- The Authority's project name, and sample identification on the title page
- Identification of the methods used for analysis
- Results, listed by sample number
- Copies of all the Authority's chain of custody documents and field documents delivered with the samples

In certain instances, priority TAT may require an immediate hard copy deliverable. The laboratory will be informed of these needs prior to the project inception.

2. Electronic Deliverables

The Authority will provide the successful Consultant(s) with the format for transmittal of electronic files.

D. Detection Limits

The Consultant will be informed of the regulatory impetus or project detection requirements for each assignment. In general, each sample shall be required to meet the published limits of detection. All reasonable efforts shall be made to meet the regulatory requirements and/or published detection limits.

The Authority reserves the right to withhold payment for samples which are diluted beyond the point of determining regulatory compliance without receiving acceptable justification.

E. Sample Retention

Unless otherwise specified, the Consultant shall retain all Authority samples for the period of time required by federal, state and local regulations, after which time all sample material shall be properly disposed of in strict accordance with all applicable federal, state and local requirements.

F. Subcontracting & Non-Routine Analytical Services

The Consultant shall perform the majority of the analyses in-house. Testing performed by subconsultant(s) shall be so designated on the Exhibit I by inserting the name of the subconsultant in the appropriate column of the Exhibit I. The Authority reserves the right to disapprove the use of specific subconsultants at its sole discretion. The Consultant is responsible for ensuring that all subconsultants are duly certified for the parameter/method of interest by the appropriate agencies.

G. Certification Requirements

All laboratories performing environmental and materials testing services for the Authority shall possess the following certifications for the parameters indicated on the Exhibit I, where applicable.

- NYSDOL ELAP
- NVLAP
- AIHA

H. Billing

At the end of each billing cycle all charges related to a given Authority charge code shall be listed together, referenced by sample delivery group and sample numbers, on separate invoice, one for each charge code, together with each and every final report as specified in C.1. above that are referenced in that invoice.

V. CONDITION AND PRECAUTIONS

A. General

The Consultant shall immediately inform the Authority of any unsafe condition discovered at any time during the course of this work.

Aircraft movements and operations, control tower operations, vehicular use of tunnels and bridges, use of storage warehouse, train service and all other Authority and tenant operations shall always have priority over any and all of the Consultant's operations. The Consultant shall coordinate its inspections of the structures with the Chief Engineer as not to delay, endanger or interfere with Authority or tenant operations.

B. Work Area

The Consultant shall limit its work to the areas necessary for the performance of such work and shall not interfere with the operation of facility without first obtaining specific approval from the Chief Engineer.

C. Work Hours

The Consultant shall perform the work at the site contingent upon the Consultant's scheduling and/or facility availability.

All activities in tenant exclusive and concession areas must be coordinated with the tenants through the Chief Engineer.

EarthSoft - EDD Format Definition

EQUS Chemistry Simple Import Formats

EDD Version 3.1, 30 March 2004
 Document Version 3.4, 30 March 2004
 Prepared by EarthSoft, Inc.
 Spreadsheet Template: EZ Formats.xls

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Introduction

The purpose of this document is to describe the ‘simple’ import templates and formats available in EQUS Chemistry. The Electronic Data Deliverable, or EDD, referred to is EZ Formats.xls. This Microsoft Excel spreadsheet contains 3 tabs, each with a format for importing various data into different parts of the EQUS Chemistry data structure. Each template has a corresponding import format available by the same name in the EQUS Chemistry General Import module. It should be noted that, technically, the EDD is simply a data format. EarthSoft distributes the format as a Microsoft Excel document, but it could be created in Lotus or any other spreadsheet. Ultimately, the files that are actually imported into EQUS Chemistry must be saved from the EDD as text (.txt) or comma-delimited (.csv) files, terminated with a carriage return.

In the following tables, fields with **Y** in the **Req** column are required but are not part of the key. Fields with **Y/K** in the **Req** column are part of the key and are used to determine the uniqueness of the row in the EDD file. A **/K?** indicates that the field may be part of the import’s key if it is set up for the project as a required field. This applies to key fields in the dt_test table that are set in the System Administration module’s Project Maintenance function, when the project is created.

All data to be imported into EQUS Chemistry must be stored in an ASCII file using the following standard format. The data fields may be separated from each other by either tabs or commas. Whichever separator is used must be used consistently throughout the given EDD file. If commas are used, then each data field must be enclosed in double quotes (“”). Data fields with no information may be represented by two tabs (or commas). For example, if “Analysis Date” has no value and commas are used, the record might look like this:

“12345”,,”12:50”,”MSD”,”2222”,... (and so on)

Maximum length of the field is listed under “DataType” column. If the information is less than the maximum length, do not pad the record with spaces. In the example above, even though “Project Number” can accommodate up to 20 characters, only 5 characters are included in the record.

APPENDIX A-1

EarthSoft - EDD Format Definition

EQUS Chemistry Simple Import Formats

Each record must be terminated with a carriage return. The file can be produced using any software with the capability to create ASCII files. Date is reported as MM/DD/YY or MM/DD/YYYY (month/day/year) and time as HH:MM (hour:minute). Time uses a 24 hour clock, thus 3:30 p.m. will be reported as 15:30.

Lookup table indicates the use of controlled values contained in the listed table. In EQUS the actual table name will have a prefix of **rt_**.

Questions about this document or the EZ Formats EDD may be referred to the EarthSoft Help Desk at help@earthsoft.com.

APPENDIX A-1

EarthSoft - EDD Format Definition

EQUS Chemistry Simple Import Formats

EQUS_UST Import Format

Strict adherence to the specifications in this document is mandatory.

Pos#	Field Name	Data Type	Req.	Lookup Table	Description
1	sys_sample_code	Text40	Y/K		Unique sample identifier. Each sample must have a unique value, including spikes and duplicates. Laboratory QC samples must also have unique identifiers. The laboratory and the EQUS Chemistry user have considerable flexibility in the methods they use to derive and assign unique sample identifiers, but uniqueness throughout the database is the only restriction enforced by EQUS Chemistry.
2	sample_type_code	Text20	Y	sample_type	Code which distinguishes between different types of samples. For example, normal field samples must be distinguished from laboratory method blank samples, etc.
3	sample_matrix_code	Text10	Y	matrix	Code which distinguishes between different types of sample matrix. For example, soil samples must be distinguished from ground water samples, etc.
4	sample_date	Date	N		Date sample was collected (in MM/DD/YYYY format for EDD).
5	sample_time	Text5	N		Time of sample collection in 24-hr (military) HH:MM format.
6	sys_loc_code	Text20	N		Soil boring or well installation location. * Field should be null if field QC sample (e.g., field blank, trip blank, etc.)
7	lab_name_code	Text20	Y	subcontractor	Unique identifier of the laboratory.
8	lab_anl_method_name	Text35	Y/K	anl_mthd_var	Laboratory analytic method name or description. The method name should be sufficient to reflect operation of the laboratory. For example both "SW8080-pest" and "SW8080-PCB" may be necessary to distinguish between laboratory methods, while "SW8080" may not provide sufficient detail.
9	analysis_date	Date	Y/K?		Date sample was analyzed (in MM/DD/YYYY format for EDD).
10	test_type	Text10	Y/K?	test_type	Type of test. Typical values may include initial, reextract, reanalysis, dilution1, dilution2, etc.

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EarthSoft - EDD Format Definition

EQUS Chemistry Simple Import Formats

Pos#	Field Name	Data Type	Req.	Lookup Table	Description
11	lab_sample_id	Text20	Y		Unique sample Id internally assigned by the laboratory.
12	basis	Text10	Y		Enter "Wet" for wet-weight basis reporting, "Dry" for dry-weight basis reporting, or "NA" for tests which this distinction is not applicable.
13	cas_rn	Text15	Y/K	analyte	<p>Unique analyte identifier. Use assigned CAS number when one is identified for an analyte.</p> <p>Tentatively Identified Compounds (TICs) are not assigned a standard CAS number. The laboratory is required to assign a UNIQUE identifier for each TIC. The unique identifier must be placed in this field. Since retention time for TICs are unique per sample and sample analysis method, this information is the recommended value to use as the unique identifier.</p>
14	chemical_name	Text60	Y		Name of analyte or parameter analyzed.
15	result_value	Text20	N		Must only be a numeric value. It is stored as a string of characters so that significant digits can be retained. Must be identical with values presented in the hard copy. Analytical result is reported left justified. It may be blank for non-detects.
16	result_unit	Text15	Y	unit	This format assumes that the result value and detect limit have the same units.
17	detect_flag	Text2	Y		Enter "Y" for detected analytes or "N" for non-detected analytes.
18	reporting_detection_limit	Text20	Y	unit	Must only be a numeric value. Use the value of the Reported Detection Limit (RDL), Practical Quantitation Limit (PQL), or Contract Required Quantitation Limit. Value is stored as a string to retain significant figures. Unit of measure must be identical with the "Result Unit" field.
19	lab_qualifiers	Text7	N	qualifiers	Qualifier flags assigned by the laboratory. This is an optional field for the laboratory EDD unless otherwise specified by the EQUS project manager. EQUS does not enforce a controlled vocabulary on the values of this field, although a list of valid values may optionally be provided by the EQUS project manager.
20	result_comment	Text20	N		Result comment.

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EarthSoft - EDD Format Definition

EQUS Chemistry Simple Import Formats

EDD File To EQUS Table Distribution

EQUS Table	Field	Field#	Required by EQUS	Reference Table/Values
dt_result	sys_sample_code	1	T	
	lab_anl_method_name	8	T	rt_anl_method_var
	analysis_date	9	T	
	cas_rn	13	T	rt_analyte
	result_value	15	F	
	result_unit	16	T	rt_unit
	detect_flag	17	T	
	reporting_detection_limit	18	T	
	lab_qualifiers	19	F	rt_qualifiers
	result_comment	20	F	
dt_test	sys_sample_code	1	T	
	lab_name_code	7	T	rt_subcontractor
	lab_anl_method_name	8	T	rt_anl_method_var
	analysis_date	9	F	
	test_type	10	T	rt_test_type
	lab_Sample_id	11	T	
	basis	12	T	
dt_test_batch_ assign	sys_sample_code	1	T	
	lab_anl_method_name	8	T	rt_anl_method_var
	analysis_date	9	F	
dt_sample	sys_sample_code	1	T	
	sample_type_code	2	T	rt_sample_type
	sample_matrix_code	3	T	rt_matrix
dt_field_sample	sys_sample_code	1	T	
	sample_date	4	F	
	sample_time	5	F	
	sys_loc_code	6	F	
dt_lab_sample	sys_sample_code	1	T	
none	chemical_name	14	T	

EQUS_UST Revision History

Draft 1.0 (11/25/2002)

- initial version

APPENDIX A-1

EarthSoft - EDD Format Definition

EQuIS Chemistry Simple Import Formats

EZ Result Import (EZEDD)

Version 1.2k, 3/30/2004

Provided by EarthSoft, Inc.

Spreadsheet Template: EZ Formats.xls (EZEDD Tab)

Former Title: Analytical Results - Electronic Data Transfer Format (EZEDD Format)

Strict adherence to the specifications in this document is mandatory.

Pos#	Field Name	Data Type	Req.	Lookup Table	Description
1	project_code	Text20	N		Unique identifier assigned to a project site or delivery order
2	sample_name	Text30	Y		<p>This field contains the sample number as written in the Analysis Request and Chain of Custody (AR/COC) form sent to the laboratory with the field samples for analysis. This is a unique number assigned to each sample by sampling personnel.</p> <p>It is critical to the operation of EQuIS (TM) that sample numbers appearing on the AR/COC form be identical with the entry in this field.</p> <p>For laboratory blanks or samples, use the unique laboratory sample id.</p>
3	sys_sample_code	Text40	Y/K		Uniquely identifies a field or lab sample. For field samples, use the Field Sample Id. For laboratory blanks or samples, the laboratory may use Lab Sample Id only if the Lab Sample Id is unique. Otherwise, the lab must come up with a way to generate a unique lab sample id to be entered in this field.
4	sample_date	Date	N		Date sample was collected in the field in mm/dd/yyyy format. Date information must be identical with the date from the AR/COC form. Leave blank for lab samples. Year may be entered as yy.
5	sample_time	Text5	N		Time sample was collected in the field in hh:mm format (24-hour clock, e.g. 3:40 pm is 15:40). Time information must be identical with the time from the AR/COC form. Leave blank for lab samples.
6	analysis_location	Text2	Y		Must be either "FI" for field instrument or probe, "FL" for mobile field laboratory analysis, or "LB" for fixed-based laboratory analysis.

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EarthSoft - EDD Format Definition

EQUS Chemistry Simple Import Formats

Pos#	Field Name	Data Type	Req.	Lookup Table	Description
7	lab_name_code	Text20	Y	subcontractor	Laboratory that performed the analysis.
8	lab_sample_id	Text20	Y		Unique sample ID internally assigned by the laboratory.
9	sample_type_code	Text20	Y	sample_type	Specifies sample type. For field samples, enter N (regular environmental sample). Otherwise, use values listed in the sample type reference table. For example, normal field samples must be distinguished from laboratory method blank samples, etc. IRPIMS-style sample type codes are understood by EQUS, and other valid sample types can be added by the EQUS user. Field sample types (e.g., field duplicates, field blanks, etc.) might be submitted blind to the laboratory; in such cases the laboratory may report all field samples as if they were all normal field samples. The laboratory is not required to export data for a spike if a spike duplicate is exported (unless the EQUS project manager requests all spikes).
10	lab_del_group	Text20	N		Tracking code used by the laboratory. Most commonly called Sample Delivery Group ID (SDG).
11	lab_batch_number	Text20	N		Tracking number used by the laboratory to identify a group of samples analyzed in the same batch. This field, in conjunction with laboratory blank id, is used to link the relationship between field samples and laboratory blank and other QC samples.
12	lab_anl_method_name	Text35	Y/K	anl_mthd_var	Test method used in the analysis of the analyte.
13	cas_rn (CAS_Number)	Text15	Y	analyte	<p>Unique analyte identifier. Use assigned CAS number when one is identified for an analyte.</p> <p>Tentatively Identified Compounds (TICs) are not assigned a standard CAS number. The laboratory is required to assign a UNIQUE identifier for each TIC. The unique identifier must be placed in this field. Since retention time for TICs are unique per sample and sample analysis method, this information is the recommended value to use as the unique identifier.</p>
14	chemical_name	Text60	Y		Name of analyte or parameter analyzed.

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EarthSoft - EDD Format Definition

EQUS Chemistry Simple Import Formats

Pos#	Field Name	Data Type	Req.	Lookup Table	Description
15	result_value	Text20	N		<p>Must only be a numeric value. It is stored as a string of characters so that significant digits can be retained. Must be identical with values presented in the hard copy. Analytical result is reported left justified.</p> <p>It may be blank for non-detects.</p>
16	lab_qualifiers	Text7	N		<p>Qualifier flags assigned by the laboratory. This is an optional field for the laboratory EDD unless otherwise specified by the EQUS project manager. EQUS does not enforce a controlled vocabulary on the values of this field, although a list of valid values may optionally be provided by the EQUS project manager.</p>
17	result_unit	Text15	Y	unit	<p>This format assumes that the result value and detect limit have the same units.</p>
18	result_type_code	Text10	Y	result_type	<p>Type of result (TIC, target analyte, etc.)</p>
19	detect_flag	Text2	Y		<p>Enter "Y" for detected analytes or "N" for non-detected analytes.</p>
20	reporting_detection_limit	Text20	N		<p>Must only be a numeric value. Use the value of the Reported Detection Limit (RDL), Practical Quantitation Limit (PQL), or Contract Required Quantitation Limit. Value is stored as a string to retain significant figures.</p> <p>Unit of measure must be identical with the "Result Unit" field.</p>
21	dilution_factor	Single	N		<p>Must be a numeric entry. The factor by which the sample was diluted as part of the preparation process. If no dilution was done, enter the value 1. Value is stored as a string to retain significant figures.</p>
22	sample_matrix_code	Text10	Y	matrix	<p>Code which distinguishes between the different type of sample matrix. For example, soil samples must be distinguished from ground water samples, etc. IRPIMS-style sample matrix codes are understood by EQUS, and other valid sample types can be added by the EQUS user. The matrix of the sample as analyzed may be different from the matrix of the sample as retrieved (e.g., TCLP) but this EDD asks only for the matrix as sampled.</p>

APPENDIX A-1

EarthSoft - EDD Format Definition

EQUIS Chemistry Simple Import Formats

Pos#	Field Name	Data Type	Req.	Lookup Table	Description
23	total_or_dissolved	Text1	N/K?		Must be "T" for total metal concentration, "D" for dissolved or filtered metal concentration, or "N" for organic (or other) parameters for which neither "total" nor "dissolved" is applicable.
24	basis	Text10	Y		Enter "Wet" for wet-weight basis reporting, "Dry" for dry-weight basis reporting, or "NA" for tests for which this distinction is not applicable.
25	analysis_date	Date	N/K?		Date sample was analyzed in mm/dd/yy format.
26	analysis_time	Text5	N/K?		Time sample was analyzed in hh:mm format (24-hour clock, e.g. 3:40pm is 15:40).
27	method_detection_limit	Text20	N		Must be a numeric value. Use the Method Detection Limit (MDL) for Organic compounds, or the Instrument Detection Limit (IDL) for Inorganic compounds. The value is stored as a string of characters in order to retain significant digits. Unit of measure must be identical with the "Result Unit" field.
28	lab_prep_method_nName	Text35	N	prep_mthd_var	Description of sample preparation or extraction method.
29	prep_date	Date	N		mm/dd/yy. This field, in conjunction with extraction time, is used to determine whether holding times for field samples have been exceeded.
30	prep_time	Text5	N		hh:mm. This field, in conjunction with extraction date, is used to determine whether holding times for field samples have been exceeded.
31	test_batch_id	Text20	N		Sample preparation batch number assigned by the laboratory.
32	result_error	Text20	N		Applicable only when reporting radiological sample results
33	TIC_retention_time	Text8	N		For tentatively identified compounds. May be used in the CAS number field to identify individual TICs as long as each retention time per sample per method of analysis is unique.
34	qc_level	Text10	N		Laboratory QC level associated with the analysis

APPENDIX A-1

EarthSoft - EDD Format Definition

EQUS Chemistry Simple Import Formats

Pos#	Field Name	Data Type	Req.	Lookup Table	Description
35	result_comment	Text255	N		Any comments related to the analysis.
36	parent_sample_code	Text40	N		The value of "sys_sample_code" that uniquely identifies the sample that was the source of this sample.

EDD File To EQUS Table Distribution

EQUS Table	Field	Field#	Required by EQUS	Reference Table/Values
dt_sample (parent table)	Sample_Name	2	F	
	Sys_Sample_Code	3	T	
	Sample_Type_Code	9	T	rt_sample_type
	Sample_Matrix_Code	22	T	rt_matrix
	Parent_Sample_Code	36	F	dt_sample
	Sample_Source	n/a		Field or Lab (set by Import)
dt_field_sample (parent table)	Sys_Sample_Code	3	T	dt_sample
	Sample_Date	4	F	
	Sample_Time	5	F	
	Sample_Time	9	F	
dt_lab_sample (parent table)	Sys_Sample_Code (Field OR Lab sample will be created, depending on Sample Type)	3	T	dt_sample
dt_test (parent table)	Sys_Sample_Code	3	T	dt_sample
	Analysis_Location	6	F	FI, FL or LB
	Lab_Name_Code	7	F	rt_subcontractor
	Lab_Sample_Id	8	F	
	Lab_Anly_Method_Name	12	T	rt_anly_mthd_var rt_std_analytic_method
	Dilution_Factor	21	F	
	Total_Or_Dissolved	23	F	T, D or N
	Basis	24	F	Wet, Dry, NA
	Analysis_Date	25	F	
	Analysis_Time	26	F	
	Lab_Prep_Method_Name	28	F	rt_prep_mthd_var rt_std_prep_method
	Prep_Date	29	F	
	Prep_Time	30	F	
	QC_Level	34	F	
Column_Number	n/a	F	(may be set as Default)	
Test_Type	n/a	F	rt_test_type	
dt_result (primary table)	Sys_Sample_Code	3	T	dt_sample
	Lab_Anly_Method_Name	12	T	rt_anly_mthd_var rt_std_analytic_method

APPENDIX A-1

EarthSoft - EDD Format Definition

EQUS Chemistry Simple Import Formats

EQUS Table	Field	Field#	Required by EQUS	Reference Table/Values
dt_result	Cas_Rn	13	T	rt_analyte
	Result_Value	15	F	
	Lab_Qualifiers	16	F	
	Result_Unit	17	F	rt_unit
	Result_Type_Code	18	F	rt_result_type_code
	Detect_Flag	19	F	Y, N, TR or <
	Reporting_Detection_Limit	20	F	
	Total_Or_Dissolved	23	F	T, D or N
	Analysis_Date	25	F	
	Analysis_Time	26	F	
	Method_Detection_Limit	27	F	
	Result_Error_Delta	32	F	
	TIC_Retention_Time	33	F	
	Result_Comment	35	F	
Column_Number	n/a	F	(may be set as Default)	
Test_Type	n/a	F	rt_test_type	
dt_test_batch_assign	Lab_AnI_Mthd_Name	12	T	rt_anl_mthd_var rt_std_analytic_method
	Total_Or_Dissolved	23	F	T, D or N
	Analysis_Date	25	F	
	Analysis_Time	26	F	
	Test_Batch_Id	31	T	dt_test_batch
	Test_Type	n/a	F	rt_test_type
	Column_Number	n/a	F	(may be set as Default)
dt_test_batch	Test_Batch_Type	n/a	F	rt_test_batch_type
	Test_Batch_Id	31	T	
none (fields in EDD but not in EQUS db)	Project_Code	1	F	can be checked by Import
	Lab_Del_Group	10	F	
	Lab_Batch_Number	11	F	
	Chemical_Name	14	F	

EZEDD Revision History

Draft 1.2k (3/30/2004)

- added parent_sample_code to the EZEDD format

Draft 1.2j (2/26/2002)

- changed sys_sample_code from Text20 to Text40
- changed sample_type from Text10 Text20
- changed sample_time from Time to Text5
- changed lab_name_code from Text10 to Text20
- changed analysis_time from Time to Text5
- changed prep_time from Time to Text5

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EarthSoft - EDD Format Definition

EQuIS Chemistry Simple Import Formats

Draft 1.2i (11/1/2001)

- replaced rt_lab with rt_subcontractor
- changed System_Sample_Code to Sys_Sample_Code
- changed Laboratory_Delivery_Group to Lab_Del_Group
- changed Laboratory_Batch_Name to Lab_Batch_Number
- changed Lab_Analysis_Method_Name to Lab_Anly_Method_Name
- changed Lab_Preparation_Method_Name to Lab_Prep_Method_Code
- changed Prep_Batch_Number to Test_Batch_ID

Draft 1.2h (12/28/1999)

- replaced EquiS references with EQuIS
- updated header/footer

Draft 1.2g (05/07/1998)

- ProjectCode is not required

Draft 1.2f (11/12/1997)

- added EDD File to EQuIS Table Distribution map

Draft 1.2e (10/01/1997)

- added Revision History section
- changed Result Qualifier to not be required
- added description to Result Qualifier
- format renamed to EZEdD from EFWDefault
- added Revision History section
- changed Result Qualifier to not be required
- added description to Result Qualifier

ES Basic Import (ESBasic)

Version 1.0d, 2/26/2002

Provided by EarthSoft, Inc.

Spreadsheet Template: EZ Formats.xls (ESBasic tab)

Former Title: Analytical Results - Electronic Data Transfer Format (ES Basic Format)

This import format does not fully support Total_or_Dissolved or Column_Number as parts of the Test Key. If this data is typically received in your imports, then you most likely should not be using this import format. This import format does allow for setting Total_or_Dissolved and/or Column_Number for all rows by specifying a single default value. This might be a useful approach if you receive your data from other formats that do support those fields, but use this format occasionally.

Strict adherence to the specifications in this document is mandatory.

Pos#	Field Name	DataType	Req.	Lookup Table	Description
1	sys_sample_ code	Text40	Y/K		Uniquely identifies a field or lab sample. For field samples, use the Field Sample Id. For laboratory blanks or samples, the laboratory may use Lab Sample Id only if the Lab Sample Id is unique,

APPENDIX A-1

EarthSoft - EDD Format Definition

EQUS Chemistry Simple Import Formats

Pos#	Field Name	Data Type	Req.	Lookup Table	Description
					otherwise, the lab must come up with a way to generate unique lab sample id to be entered in this field.
2	sample_type_code	Text20	Y	sample_type	Specifies sample type. For field samples, enter N (regular environmental sample), otherwise, use values listed in the sample type reference table For example, normal field samples must be distinguished from laboratory method blank samples, etc. IRPIMS-style sample type codes are understood by EQUS, and other valid sample types can be added by the EQUS user. Field sample types (e.g., field duplicates, field blanks, etc.) might be submitted blind to the laboratory; in such cases the laboratory may report all field samples as if they were all normal field samples. The laboratory is not required to export data for a spike if a spike duplicate is exported (unless the EQUS project manager requests all spikes).
3	sample_matrix_code	Text10	Y	matrix	Code which distinguishes between different type of sample matrix. For example, soil samples must be distinguished from ground water samples, etc. IRPIMS-style sample matrix codes are understood by EQUS, and other valid sample types can be added by the EQUS user. The matrix of the sample as analyzed may be different from the matrix of the sample as retrieved (e.g., TCLP) but this EDD asks only for the matrix as sampled.
4	sample_date	Date	N		Date sample was collected in the field in mm/dd/yyyy format. Date information must be identical with the date from the AR/COC form. Leave blank for lab samples. Year may be entered as yy.
5	sample_time	Text5	N		Time sample was collected in the field in hh:mm format (24-hour clock, e.g. 3:40 pm is 15:40). Time information must be identical with the time from the AR/COC form. Leave blank for lab samples.
6	sys_loc_code	Text20	N	location	Sample collection location.
7	lab_name_code	Text20	Y	subcontractor	Laboratory that performed the analysis.
8	lab_anal_	Text35	Y/K	anl_mthd_var	Test method used in the analysis of the analyte.

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EarthSoft - EDD Format Definition

EQUS Chemistry Simple Import Formats

Pos#	Field Name	Data Type	Req.	Lookup Table	Description
	method_name				
9	analysis_date	Date	N/K?		Date sample was analyzed in mm/dd/yy format. .
10	analysis_time	Text5	N/K?		Time sample was analyzed in hh:mm format (24-hour clock, e.g. 3:40pm is 15:40).
11	test_type	Text10	N	test_type	Type of test. This field may be defaulted at import.
12	test_batch_id	Text20	N		Tracking number used by the laboratory to identify a group of samples analyzed in the same batch. This field, in conjunction with laboratory blank id, is used to link the relationship between field samples and laboratory blank and other QC samples.
13	lab_sample_id	Text20	Y		Unique sample Id internally assigned by the laboratory.
14	basis	Text10	Y		Enter "Wet" for wet-weight basis reporting, "Dry" for dry-weight basis reporting, or "NA" for tests which this distinction is not applicable.
15	lab_prep_method_name	Text35	N	prep_mthd_var	Description of sample preparation or extraction method.
16	prep_date	Date	N		mm/dd/yy. This field, in conjunction with extraction time, is used to determine whether holding times for field samples have been exceeded.
17	prep_time	Text5	N		hh:mm. This field, in conjunction with extraction date, is used to determine whether holding times for field samples have been exceeded.
18	cas_rn (CAS_Number)	Text15	Y/K	analyte	<p>Unique analyte identifier. Use assigned CAS number when one is identified for an analyte.</p> <p>Tentatively Identified Compounds (TICs) are not assigned a standard CAS number. The laboratory is required to assign a UNIQUE identifier for each TIC. The unique identifier must be placed in this field. Since retention time for TICs are unique per sample and sample analysis method, this information is the recommended value to use as the unique identifier.</p>

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EarthSoft - EDD Format Definition

EQUS Chemistry Simple Import Formats

Pos#	Field Name	Data Type	Req.	Lookup Table	Description
19	chemical_name	Text60	Y		Name of analyte or parameter analyzed.
20	result_value	Text20	N		Must only be a numeric value. It is stored as a string of characters so that significant digits can be retained. Must be identical with values presented in the hard copy. Analytical result is reported left justified. It may be blank for non-detects.
21	result_unit	Text15	Y	unit	This format assumes that the result value and detect limit have the same units.
22	detect_flag	Text2	Y		Enter "Y" for detected analytes or "N" for non-detected analytes.
23	detection_limit_used	Text20	N		<p>Must only be a numeric value. Use the value of the Reported Detection Limit (RDL), Practical Quantitation Limit (PQL), or Contract Required Quantitation Limit.</p> <p>Value is stored as a string to retain significant figures.</p> <p>Unit of measure must be identical with the "Result Unit" field.</p>
24	lab_qualifiers	Text7	N		Qualifier flags assigned by the laboratory. This is an optional field for the laboratory EDD unless otherwise specified by the EQUS project manager. EQUS does not enforce a controlled vocabulary on the values of this field, although a list of valid values may optionally be provided by the EQUS project manager.
25	comment	Text255	N		Any comments related to the analysis.
26	parent_sample_code	Text40	N		The value of "sys_sample_code" that uniquely identifies the sample that was the source of this sample.

EDD File To EQUS Table Distribution

EQUS Table	Field	Field#	Required by EQUS	Reference Table/Values
dt_sample	Sys_Sample_Code	1	T	
(parent table)	Sample_Type_Code	2	T	rt_sample_type

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EarthSoft - EDD Format Definition

EQUS Chemistry Simple Import Formats

EQUS Table	Field	Field#	Required by EQUS	Reference Table/Values
	Sample_Matrix_Code	3	T	rt_matrix
	Parent_Sample_Code	26	F	
	Sample_Source	n/a		Field or Lab (set by Import)
dt_field_sample (parent table)	Sys_Sample_Code	1	T	dt_sample
	Sample_Date	4	F	
	Sample_Time	5	F	
	Sys_Loc_Code	6	F	
dt_lab_sample (parent table)	Sys_Sample_Code (Field OR Lab sample will be created, depending on Sample Type)	1	T	dt_sample
dt_test (parent table)	Sys_Sample_Code	1	T	dt_sample
	Lab_Name_Code	7	F	rt_subcontractor
	Lab_AnI_Method_Name	8	T	rt_anI_mthd_var rt_std_analytic_method
	Analysis_Date	9	F	
	Analysis_Time	10	F	
	Test_Type	11	F	rt_test_type
	Lab_Sample_Id	13	F	
	Basis	14	F	Wet, Dry, NA
	Lab_Prep_Method_Name	15	F	rt_prep_mthd_var rt_std_prep_method
	Prep_Date	16	F	
	Prep_Time	17	F	
	Total_Or_Dissolved	n/a	F	set to blank in Defaults. If it is part of key, it should be set to 'T'
	Column_Number	n/a	F	set to blank in Defaults. If it is part of key, it should be set to '1C' or 'PR'
	Analysis_Location	n/a		set to 'LB' in Defaults
	Dilution_Factor	n/a		set to '1' in Defaults
dt_result (primary table)	Sys_Sample_Code	1	T	dt_sample
	Lab_AnI_Method_Name	8	T	rt_anI_mthd_var rt_std_analytic_method
	Analysis_Date	9	F	
	Analysis_Time	10	F	
	Test_Type	11	F	rt_test_type
	Cas_Rn	18	T	rt_analyte
	Result_Value	20	F	
	Result_Unit	21	F	rt_unit
	Detect_Flag	22	F	Y, N, TR or <
	Reporting_Detection_Limit	23	F	
	Lab_Qualifiers	24	F	
	Result_Comment	25	F	
	Total_Or_Dissolved	n/a	F	set to blank in Defaults. If it is part

APPENDIX A-1

EarthSoft - EDD Format Definition

EQUS Chemistry Simple Import Formats

EQUS Table	Field	Field#	Required by EQUS	Reference Table/Values
	Column_Number	n/a	F	of key, it should be set to 'T' set to blank in Defaults. If it is part of key, it should be set to '1C' or 'PR'
dt_result	Result_Type_Code	n/a		rt_result_type
dt_test_batch_assign	Sys_Sample_Code	1	T	dt_sample
	Lab_Anly_Method_Name	8	T	rt_anly_mthd_var rt_std_analytic_method
	Analysis_Date	9	F	
	Analysis_Time	10	F	
	Test_Type	11	F	set to 'initial' in Defaults
	Test_Batch_Id	12	F	dt_test_batch
	Total_Or_Dissolved	n/a	F	set to blank in Defaults. If it is part of key, it should be set to 'T'
	Column_Number	n/a	F	set to blank in Defaults. If it is part of key, it should be set to '1C' or 'PR'
	Test_Batch_Type	n/a		set to 'Analysis' in Defaults
dt_test_batch	Test_Batch_Id	12	F	
	Test_Batch_Type	n/a		set to 'Analysis' in Defaults
none	Chemical_Name	19	F	

EZ Formats (ESBasic) Revision History

Draft 1.0f (3/30/2004)

- added parent_sample_code to the ESBasic format

Version 1.0e (5/9/2003)

- Added EQUS_UST import format
- Renamed *.doc and *.xls to EZ Formats

Version 1.0d (2/26/2002)

- changed Sys_Sample_Code from Text20 to Text40

Draft 1.0c (11/1/2001)

- changed System Sample Code to Sys_Sample_Code
- changed Location Code to Sys_Loc_Code
- replaced rt_lab with rt_subcontractor
- changed Analysis Batch Number to Test_Batch_ID
- changed Laboratory Sample ID to Lab_Sample_ID
- changed Preparation Method to Lab_Prep_Method_Name
- changed Laboratory_Batch_Name to Lab_Batch_Number
- changed Lab_Analysis_Method_Name to Lab_Anly_Method_Name

Draft 1.0b (12/29/1999)

EarthSoft - EDD Format Definition

EQiS Chemistry Simple Import Formats

- replaced references to EQiS with EquiS
- updated Header/Footer
- fixed some formatting

Draft 1.0a (05/08/1998)

- added test_type as a part of the EDD file

Draft 1.0 (05/07/1998)

- cloned from EZEDD and simplified

EQulS Chemistry Simple Import Formats WorkSheet Template

Templates Version 3.1 - 3/30/2004

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This WorkBook is for entering data into EQulS Chemistry (Chem) using the 'simple' formats. These worksheets are designed for use with simple data sets. For entering more complex data sets, including but not limited to QA/QC data sets, the 4 file format (EFWEDD01.xls) is recommended. There is a brief description of each format below. Columns that are required are highlighted in red. The columns that hold date or time values have their formats set to date (mm/dd/yy) or time (hh:mm) respectively. The data type of the field is shown on the second line. The first two lines are discarded by Chem when the data is imported.

After the data has been entered, it should be exported as a tab separated text file. The worksheets must be exported into text files one by one. To export a worksheet, select the **File/Save As** function. Set the **Save as type** to the *Text(Tab delimited)(*.txt)* selection. Navigate to the directory where you want to save the new text file and enter a name for it (the text file for each worksheet should have its own name). Now click **Save** then **File/Close** and you're done. You can then either export another worksheet or run the EQulS Chem Import function and import the files into the project's temporary database.

If your data only requires using some of these formats, you may want to create your own template WorkBook with worksheets for just the relevant format or formats. To do this, create a new workbook with **Edit/Move or Copy Sheet**. Be sure to put a check in the **Create Copy** box. Next, select the name of the WorkBook you want to copy the worksheet to. Finally, select the sheet in the new WorkBook that you want the format worksheet to appear in front of. Press **Ok** and the specified format worksheet will be copied to the new WorkBook. Another approach would be to copy this entire WorkBook and then delete the worksheets you don't need from the copy.

The EarthSoft formats and valid values included in this WorkBook are:

Format Name	Document	Description
EQulS_UST	EZ Formats.doc	EarthSoft Import for UST Style work
ESBasic	EZ Formats.doc	EarthSoft Basic Result Import, with location
EZ-EDD	EZ Formats.doc	EarthSoft Simple Result Import

APPENDIX A-1
EZ-EDD

project_code	sample_name	sys_sample_code	sample_date	sample_time	analysis_location	lab_name_code	lab_sample_id
Text [20]	Text [30]	Text [40]	Date	Text [5]	Text [2]	Text [20]	Text [20]

APPENDIX A-1
EZ-EDD

sample_type_code Text [20]	lab_del_group Text [20]	lab_batch_number Text [20]	lab_anl_method_name Text [35]	cas_rn Text [15]	chemical_name Text [60]	result_value Text [20]	lab_qualifiers Text [7]
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APPENDIX A-1
EZ-EDD

result_unit	result_type_code	detect_flag	reporting_detection_limit	dilution_factor	sample_matrix_code	total_or_dissolved	basis
Text [15]	Text [10]	Text [2]	Text [20]	Text [6]	Text [10]	Text [1]	Text [10]

APPENDIX A-1
EZ-EDD

analysis_date	analysis_time	method_detection_limit	lab_prep_method_name	prep_date	prep_time	test_batch_id	result_error_delta
Date	Text [5]	Text [20]	Text [35]	Date	Text [5]	Text [20]	Text [20]

APPENDIX A-1
EZ-EDD

TIC_retention_time	qc_level	result_comment	parent_sample_code
Text [8]	Text [10]	Text [255]	Text [40]

P.A. AGREEMENT #*-14-*****

DATE

FIRM

ADDRESS

CITY, ST ZIP

Attention: CONTACT, TITLE

SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL ASBESTOS AND LEAD ANALYSES SERVICES AS REQUESTED ON A "CALL-IN" BASIS DURING 2014

Dear CONTACT:

1. The Port Authority of New York and New Jersey (the "Authority") hereby offers to retain FIRM NAME ("the Consultant" or "you") to provide expert professional services as more fully set forth in Attachment A, which is attached hereto and made a part hereof, on a "call-in" basis during 2014.

At the Authority's discretion, the Consultant may be required to enter into a new agreement for each of the following three (3) years: 2015, 2016, and 2017. Said agreement(s) shall be identical to this Agreement unless otherwise mutually agreed upon by the parties. Subsequent agreements shall be sent to the Consultant as noted above, at least thirty (30) days prior to the end of the current term.

The Authority does not guarantee the ordering of any services under this Agreement and specifically reserves the right, in its sole discretion, to use any person or firm to perform the type of services required hereunder.

This Agreement shall be signed by you and the Director of Procurement. As used herein "Chief Engineer" shall mean the Chief Engineer, or the Deputy Chief Engineer of the Authority, acting either personally or through his duly authorized representatives acting within the scope of the particular authority vested in them unless specifically stated to mean acting personally.

For the purpose of administering this Agreement, the Chief Engineer has designated DAR NAME, Chief of Materials Engineering, to act as his duly authorized representative. The Project Manager for this project is NAME, tel. (***)***-****, or e-mail address ***@panynj.gov.

2. Your services shall be performed as expeditiously as possible and at the time or times required by the Chief Engineer. Time is of the essence in the performance of all your services under this Agreement.

3. In response to a request for specific services hereunder and prior to the performance of any such services, you shall submit in writing to the Chief Engineer for approval an estimated cost and staffing analysis of such services to the Authority. The Chief Engineer shall have the right to determine that specified services shall be performed on a Unit Price basis pursuant to Exhibit

I. Approval of such cost and direction from the Chief Engineer in writing to proceed shall effectuate the performance of services under this Agreement. After the point at which your expenditures for such services reach such approved estimated cost, you shall not continue to render any such services unless you are specifically authorized in writing to so continue by the Chief Engineer and you shall submit to him for approval a revised written estimated cost of such services. If no such authorization is issued, the performance of the specifically requested services under this Agreement shall be terminated without further obligation by either of the parties as to services not yet performed, but you shall be compensated as hereinafter provided for services already completed. It is understood, however, that this limitation shall not be construed to entitle you to an amount equal to the approved estimated cost. Preparation of the cost estimate and staffing analysis mentioned in the first sentence of this paragraph shall not be a compensable service hereunder.

4. In order to effectuate the policy of the Authority, the services provided by the Consultant shall comply with all provisions of Federal, State, municipal, local and departmental laws, ordinances, rules, regulations, and orders which would affect or control said services as if the services were being performed for a private corporation, unless the Authority standard is more stringent, in which case the Authority standard shall be followed, or unless the Consultant shall receive a written notification to the contrary signed by the Chief Engineer personally, in which case the requirements of said notification shall apply.

5. The Consultant shall meet and consult with Authority staff as requested by the Chief Engineer in connection with the services to be performed herein. Any Contract Drawings and Technical Specifications and other items to be submitted or prepared by the Consultant hereunder shall be subject to the review of the Chief Engineer. The Chief Engineer may disapprove, if, in his sole opinion said items are not in accordance with the requirements of this Agreement, sound engineering principles, or professional standards, or are impractical, uneconomical, or unsuited in any way for the purpose for which the contemplated construction, or services is intended. If any of the said items or any portion thereof are so disapproved, the Consultant shall forthwith revise them until they meet the approval of the Chief Engineer, but the Consultant shall not be compensated under any provision of this Agreement for performance of such revisions. No approval or disapproval or omission to approve or disapprove, however, shall relieve the Consultant of his responsibility under this Agreement to furnish in accordance with an agreed upon schedule, a complete, practical, economical design and Contract Drawings and Technical Specifications, and corrections and changes therein which are best suited for the contemplated construction, or services are done in accordance with sound engineering principles and are signed and sealed by a licensed Professional Engineer.

6. When the services to be performed by the Consultant include the preparation of contract documents, or the performance of post award services, the Consultant shall submit its specific Quality Control/Assurance Program to the Chief Engineer prior to the performance of said services. Upon completion of specific services requested hereunder the Consultant shall submit

a letter to the Chief Engineer certifying the Consultant's conformance with the aforementioned Quality Control/Assurance Program.

7. When the services to be performed by the Consultant include the preparation of computer aided design and drafting (CADD) documents, said documents must be prepared using the latest available revision of Autodesk's "AUTOCAD" software or as directed by the Chief Engineer prior to the performance of specific services. All drawings shall be prepared in strict conformance to the Port Authority CAD Standards. All submissions of CAD drawings shall be submitted to the Authority on compact discs, uploaded to the Project Website, or as otherwise required in DWG and DWF format in accordance with the Port Authority CAD Standards.

8. You shall not continue to render services under this Agreement after the point at which the total amount to be paid to you hereunder including reimbursable expenses reaches the combined total of each of the approved estimated costs unless you are specifically authorized in writing to so continue by the Chief Engineer. If no such authorization is issued, this Agreement shall be terminated without further obligation by either of the parties as to services not yet performed, but you shall be compensated as hereinafter provided for services already completed.

9. As full compensation for all your services and obligations in connection with this Agreement, the Authority will pay you the total of the amounts computed under subparagraphs A, B, and C below, subject to the limits on compensation and provisions set forth in paragraphs 3 and 8 above. Subject to the terms and conditions below, travel time is not reimbursable under subparagraphs A and B hereunder.

A. When the method of compensation hereunder, as approved in advance and in writing by the Chief Engineer, is on a unit price basis, said unit price shall include all labor, materials, profit and overhead or other expenses relative to the performance of the required services as indicated in Exhibit I, included herewith and made a part hereof.

B. Amounts actually paid to subconsultants hereunder who have been retained after the written approval by the Chief Engineer of the subconsultant and the compensation to be paid the subconsultant. The Consultant shall submit a copy of the terms and conditions of the subconsultant's compensation (including multiplier, if applicable), as well as an estimate of the number of hours required by the subconsultant to perform his services, as part of any request for approval of the subconsultant.

The Consultant shall verify that its employees, or subconsultants, working under this Agreement are legally present and authorized to work in the United States, as per the federally required I-9 Program. Furthermore, upon request of the Authority, federal Form I-9 (Employment Eligibility Verification) for each individual hired by the Consultant, performing services hereunder. This includes citizens and noncitizens.

C. Out-of-pocket expense, approved in advance by the Chief Engineer, necessarily and reasonably incurred and actually paid by you in the performance of your services hereunder. Out-of-pocket expenses are expenses that are unique to the performance of your services under

this Agreement and generally contemplate the purchase of outside ancillary services, except that for the purpose of this Agreement, out-of-pocket expenses do include amounts for mailing and delivery charges for submittal of drawings, specifications and reports; long distance telephone calls; rentals of equipment; travel and local transportation; and meals and lodging on overnight trips.

Notwithstanding the above, the Authority will pay an amount approved in advance by the Chief Engineer and computed as follows for the reproduction of submittal drawings, specifications and reports:

1) If the Consultant uses its own facilities to reproduce such documents, an amount computed in accordance with the billing rates the Consultant customarily charges for reproduction of such documents on agreements such as this, or

2) If the Consultant uses an outside vendor for the reproduction of such documents, the actual, necessary and reasonable amounts for the reproduction of such documents.

The Authority will not pay for expenses that are usually and customarily included as part of the Consultant's overhead. For the purposes of this Agreement out-of-pocket expenses do not include amounts for typing, utilization of computer systems, computer aided design and drafting (CADD), cameras, recording or measuring devices, flashlights and other small, portable equipment, safety supplies, phones, telephone calls, electronic messaging including FAX, Telex and telegrams, or expendable office supplies. Unless otherwise indicated, required insurance is not a reimbursable expense.

When the Consultant uses his personal vehicle to provide services within the Port District the Consultant shall be reimbursed for travel expenses beyond normal commuting costs at a rate not higher than the Annual Federal Mileage Reimbursement Rate, as determined by the General Services Administration (GSA) - <http://www.gsa.gov/portal/content/100715>, per mile traveled by auto.

When the Consultant is asked to provide services outside the Port District, the actual cost of transportation as well as the cost for hotel accommodations and meals shall be reimbursable hereunder when approved in advance in writing by the Chief Engineer. If the Consultant chooses to travel each day to an assignment, where it would be more economical to take a hotel room near the assignment, the maximum reimbursable travel expenses shall not exceed the daily cost for meals and lodging. Reimbursable travel as provided herein shall be limited to one round trip per week's service except when otherwise approved in advance and in writing by the Chief Engineer. The total number of reimbursable travel hours (for travel outside the Port District) will be calculated by reducing the actual travel time by three hours. The cost for all meals and lodging on approved overnight trips are limited to the amounts established by the United States General Services Administration for that locality.

General Services Administration (GSA) Rates:

Domestic Rates: <http://www.gsa.gov/portal/category/21287>

You shall obtain the Chief Engineer's written approval prior to making expenditures for out-of-pocket expenses in excess of \$1,000 per specific expenditure and for all overnight trips, which are reimbursable expenditures as set forth above. You shall substantiate all billings for out-of-pocket expenses in excess of \$25 with receipted bills and provide said receipts with the appropriate billing except as follows: as approved by the Chief Engineer in advance, receipts for compensable meals may not be required.

D. As used herein:

"Port District" is an area comprised of about 1,500 square miles in the States of New York and New Jersey, 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.

"Salaries paid to employees" or words of similar import shall mean salaries and amounts actually paid (excluding payments or factors for holidays, vacations, sick time, bonuses, profit participations and other similar payments) to architects, engineers, designers, drafters or other professional and technical employees of the Consultant for time actually spent directly in the performance of technical services hereunder and recorded on daily time records which have been approved by the employee's immediate supervisor, excluding the time of any employee of the Consultant to the extent that the time of such employee of the Consultant is devoted to typing/word processing, stenographic, clerical or administrative functions. Such functions shall be deemed to be included in the unit price referred to in subparagraph A above.

10. You shall keep, and shall cause any subconsultants under this Agreement to keep, daily records of the time spent in the performance of services hereunder by all persons whose salaries or amounts paid thereto will be the basis for compensation under this Agreement as well as records of the amounts of such salaries and amounts actually paid for the performance of such services and records and receipts of reimbursable expenditures hereunder, and, notwithstanding any other provisions of this Agreement, failure to do so shall be a conclusive waiver of any right to compensation for such services or expenses as are otherwise compensable hereunder. The Authority shall have the right to audit all such records.

The Authority shall have the right to inspect your records, and those of your subconsultants, pertaining to any compensation to be paid hereunder, such records to be maintained by you and your subconsultants for a period of one year after completion of services to be performed under this Agreement.

11. On or about the fifteenth day of each month, you shall render a bill for services performed and reimbursable out-of-pocket expenses incurred in the prior month, accompanied by such records and receipts as required, to the Project Manager. Each invoice shall bear your taxpayer number and the purchase order number provided by the Chief Engineer. Upon receipt of the foregoing, the Chief Engineer will estimate and certify to the Authority the approximate amount of compensation earned by you up to that time. As an aid to you the Authority shall, within

fifteen days after receipt of such certification by the Chief Engineer, advance to you by check the sum certified minus all prior payments to you for your account.

12. The Authority may at any time for cause terminate this Agreement as to any services not yet rendered, and may terminate this Agreement in whole or in part without cause upon three (3) days notice to you. You shall have no right of termination as to any services under this Agreement without just cause. Termination by either party shall be by certified letter addressed to the other at its address hereinbefore set forth. Should this Agreement be terminated in whole or in part by either party as above provided, you shall receive no compensation for any services not yet performed, but if termination is without fault on your part, the Authority shall pay you as the full compensation to which you shall be entitled in connection with this Agreement the amounts computed as above set forth for services completed to the satisfaction of the Chief Engineer through the date of termination, minus all prior payments to you.

13. You shall not issue or permit to be issued any press release, advertisement, or literature of any kind, which refers to the Authority or to the services performed in connection with this Agreement, unless you first obtain the written approval of the Chief Engineer. Such approval may be withheld if for any reason the Chief Engineer believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

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

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

16. No certificate, payment (final or otherwise), acceptance of any work nor any other act or omission of the Authority or the Chief Engineer shall operate to release you from any obligations under or upon this Agreement, or to estop the Authority from showing at any time that such certificate, payment, acceptance, act or omission was incorrect or to preclude the Authority from recovering any money paid in excess of that lawfully due, whether under mistake of law or fact or to prevent the recovery of any damages sustained by the Authority.

17 Mylars of the contract drawings, originals of technical specifications, estimates, reports, records, data, charts, documents, renderings, computations, computer tapes or disks, and other

papers of any type whatsoever, whether in the form of writing, figures or delineations, which are prepared or compiled in connection with this Agreement, shall become the property of the Authority, and the Authority shall have the right to use or permit the use of them and of any ideas or methods represented by them for any purpose and at any time without other compensation other than that specifically provided herein. The Consultant hereby warrants and represents that the Authority will have at all times the ownership and rights provided for in the immediately preceding sentence free and clear of all claims of third persons whether presently existing or arising in the future and whether presently known to either of the parties to this Agreement or not. This Agreement shall not be construed, however, to require the Consultant to obtain for the Consultant and the Authority the right to use any idea, design, method, material, equipment or other matter which is the subject of a valid patent, unless owned by the Consultant, or subconsultant, or an employee of either. Whether or not your Proposal is accepted by the Authority, it is agreed that all information of any nature whatsoever which is in any way connected with the services performed in connection with this Agreement, regardless of the form in which it has been or may be given by you or on your behalf, whether prior or subsequent to the execution of this Agreement, to the Authority, its Commissioners, officers, agents or employees, is not given in confidence and may be used or disclosed by or on behalf of the Authority without liability of any kind, except as may arise under valid existing or pending patents, if any.

18. If research or development is furnished in connection with the performance of this Agreement and if in the course of such research or development patentable subject matter is produced by the Consultant, his officers, agents, employees, or subconsultants, the Authority shall have, without cost or expense to it, an irrevocable, non-exclusive royalty-free license to make, have made, and use, either itself or by anyone on its behalf, such subject matter in connection with any activity now or hereafter engaged in or permitted by the Authority. Promptly upon request by the Authority, the Consultant shall furnish or obtain from the appropriate person a form of license satisfactory to the Authority, but it is expressly understood and agreed that, as between the Authority and the Consultant the license herein provided for shall nevertheless arise for the benefit of the Authority immediately upon the production of said subject matter, and shall not await formal exemplification in a written license agreement as provided for above. Such license agreement may be transferred by the Authority to its successors, immediate or otherwise, in the operation or ownership of any real or personal property now or hereafter owned or operated by the Authority but such license shall not be otherwise transferable.

19. Notwithstanding anything to the contrary herein, the work product of the Consultant, its officers, agents, employees, or subconsultants which is produced in accordance with the Agreement, whether it consists of computer programming or documentation thereof, including source code, and on any media whatsoever, shall be deemed to belong exclusively to the Authority, and the Authority shall have the exclusive right to obtain and to hold in its own name any and all copyrights, patents, trade secrets or other proprietary rights and protection as may be produced as part of this work product, including the right to extensions or renewals, where

appropriate. The work product shall not be destroyed or released to anyone outside of the Engineering Department without express written authorization of the Chief Engineer. The Authority shall have the exclusive right to use or permit the use of them and any ideas or methods represented by them for any purpose and at any time without other compensation than that specifically provided for herein. You agree to contract with your employees for the benefit of the Authority to insure that the Authority has such rights and to give to the Authority or any party designated by the Authority all assistance reasonably required to perfect the rights herein above stated. You shall indemnify and hold harmless the Authority against any claims of proprietary rights infringement arising out of such use of your work product.

20. You shall promptly and fully inform the Chief Engineer, in writing, of any intellectual property disputes, whether existing or potential, of which you have knowledge, relating to any idea, design, method, material, equipment or other matter related to the subject matter of this Agreement or coming to your attention in connection with this Agreement.

21. You shall promptly and fully inform the Chief Engineer in writing of any patents or patent disputes, whether existing or potential, of which you have knowledge, relating to any idea, design, method, material, equipment or other matter related to the subject matter of this Agreement or coming to your attention in connection with this Agreement.

22. This Agreement being based upon your special qualifications for the services herein contemplated, any assignment, subletting or other transfer of this Agreement or any part hereof or of any moneys due or to become due hereunder without the express consent in writing of the Authority shall be void and of no effect as to the Authority, provided, however, that you may sublet services to subconsultants with the express consent in writing of the Chief Engineer. All persons to whom you sublet services, however, shall be deemed to be your agents and no subletting or approval thereof shall be deemed to release you from your obligations under this Agreement or to impose any obligation on the Authority to such subconsultant or give the subconsultant any rights against the Authority.

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

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

A. Black persons having origins in any of the Black African racial groups not of Hispanic origin;

B. Hispanic persons of Puerto Rican, Mexican, Dominican, Cuban, Central or South American culture or origin, regardless of race;

C. Asian and Pacific Islander persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands;

D. American Indian or Alaskan Native persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

The Chief Engineer has set a goal of 12 percent participation by qualified and certified MBEs and 5 percent to qualified and certified WBEs on technical service projects.

To be "certified" a firm must be certified by the Authority's Office of Business Diversity and Civil Rights.

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

The Authority has a list of certified MBE/WBE service firms which is available to you at <http://www.panynj.gov/business-opportunities/supplier-diversity.html>. The Consultant shall be required to submit to the Authority's Office of Business Diversity and Civil Rights for certification the names of MBE/WBE firms he proposes to use who are not on the list of certified MBE/WBE firms.

24. NOTIFICATION OF SECURITY REQUIREMENTS

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

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

- Consultant/Subconsultant identity checks and background screening

The Consultant may be required to have its staff, and any subconsultant's staff, visitors or others over whom the Consultant/subconsultant has control, authorize the Authority or its designee to perform background checks, and a personal identity verification check. Such authorization shall

be in a form acceptable to the Authority. The Consultant and subconsultant may also be required to use an organization designated by the Authority to perform the background checks.

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

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 is located at <http://www.secureworker.com>, or S.W.A.C. can be contacted directly at (877) 522-7922 for more information and the latest pricing. If approved by the Project Manager, the cost for said background checks for staff that pass and are granted a credential shall be reimbursable to the Consultant (and its subconsultants) as an out-of-pocket expense as provided herein. Staff that are rejected for a credential for any reason are not reimbursable.

- Issuance of Photo Identification Credential

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

Staff may be required to produce not less than two forms of valid/current government issued identification having an official photograph and an original, non-laminated social security card for identify and SSN verification.

- Designated Secure Areas

Services under the Agreement may be required in designated secure areas, as the same may be designated by the Port Authority ("Secure Areas"). The Port Authority shall require the observance of certain security procedures with respect to Secure Areas, which may include the

escort to, at, and/or from said high security areas by security personnel. All personnel that require access to designated Secure Areas who are not under escort by an authorized individual will be required to undergo background screening and personal identity verification.

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

- Access control, inspection, and monitoring by security guards

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

- Compliance with the Port Authority Information Security Handbook

The Agreement may require access to Port Authority information considered Confidential Information ("CI") as defined in the Port Authority Information Security Handbook ("Handbook"), dated October, 2008, corrected as of February, 2009, and as may be further amended. The Handbook and its requirements are hereby incorporated into this agreement and will govern the possession, distribution and use of CI. Protecting sensitive information requires the application of uniform safeguarding measures to prevent unauthorized disclosure and to control any authorized disclosure of this information within the Port Authority or when released by the Port Authority to outside entities. The Handbook can be obtained upon request or at: <http://www.panynj.gov/business-opportunities/pdf/Corporate-Information-Security-Handbook.pdf>

- Audits for Compliance with Security Requirements

The Port Authority may conduct random or scheduled examinations of business practices under this section and the Handbook in order to assess the extent of compliance with security requirements, Confidential Information procedures, protocols and practices, which may include,

but not be limited to, verification of background check status, confirmation of completion of specified training, and/or a site visit to view material storage locations and protocols.

25. The Consultant assumes the following distinct and several risks to the extent arising from the negligent or willful intentional acts or omissions of the Consultant or its subconsultants in the performance of services hereunder:

A. The risk of loss or damage to Authority property arising out of or in connection with the performance of services hereunder;

B. The risk of loss or damage to any property of the Consultant or its subconsultants arising out of or in connection with the performance of services hereunder;

C. The risk of claims, arising out of or in connection with the performance of services hereunder, whether made against the Consultant or its subconsultants or the Authority, for loss or damage to any property of the Consultant's agents, employees, subcontractors, subconsultants, materialmen or others performing services hereunder;

D. The risk of claims, just or unjust, by third persons made against the Consultant or its subconsultants or the Authority on account of injuries (including wrongful death), loss or damage of any kind whatsoever arising in connection with the performance of services hereunder including claims against the Consultant or its subconsultants or the Authority for the payment of workers' compensation, whether such claims are made and whether such injuries, damage and loss are sustained at any time both before and after the completion of services hereunder.

The Consultant shall indemnify the Authority against all claims described in subparagraphs A through D above and for all expense incurred by it in the defense, settlement or satisfaction thereof, including expenses of attorneys. If so directed, the Consultant shall defend against any claim described in subparagraphs B, C and D above, in which event he shall not without obtaining express advance permission from the General Counsel of the Authority raise any defense involving in any way jurisdiction of the tribunal, immunity of the Authority, governmental nature of the Authority or the provisions of any statutes respecting suits against the Authority, such defense to be at the Consultant's cost.

The provisions of this clause shall also be for the benefit of the Commissioners, officers, agents and employees of the Authority, so that they shall have all the rights which they would have under this clause if they were named at each place above at which the Authority is named, including a direct right of action against the Consultant to enforce the foregoing indemnity, except, however, that the Authority may at any time in its sole discretion and without liability on its part cancel the benefit conferred on any of them by this clause, whether or not the occasion for invoking such benefit has already arisen at the time of such cancellation.

Neither the completion of services hereunder nor the making of payment (final or otherwise) shall release the Consultant from his obligations under this clause. Moreover, neither the enumeration in this clause or the enumeration elsewhere in this Agreement of particular risks assumed by the Consultant or of particular claims for which he is responsible shall be deemed (a) to limit the effect of the provisions of this clause or of any other clause of this Agreement

relating to such risks or claims, (b) to imply that he assumes or is responsible for risks or claims only of the type enumerated in this clause or in any other clause of this Agreement, or (c) to limit the risks which he would assume or the claims for which he would be responsible in the absence of such enumerations.

No third party rights are created by the Agreement, except to the extent that the Agreement specifically provides otherwise by use of the words "benefit" or "direct right of action".

Inasmuch as the Authority has agreed to indemnify the Cities of New York and Newark against claims of the types described in subparagraph D above made against said cities, the Consultant's obligation under subparagraph D above shall include claims by said cities against the Authority for such indemnification.

26. LIABILITY INSURANCE AND WORKERS' COMPENSATION INSURANCE

A. Commercial Liability Insurance:

1. The Consultant shall take out and maintain at his own expense Commercial General Liability Insurance including but not limited to Premises-Operations, Completed Operations and Independent Contractor coverages in limits of not less than \$5,000,000 combined single limit per occurrence for Bodily Injury Liability and Property Damage Liability. And if vehicles are to be used to carry out the performance of this Agreement, then the Consultant shall also take out, maintain and pay the premiums on Automobile Liability Insurance covering all owned, non-owned and hired autos in not less than \$5,000,000 combined single limit per accident for bodily injury and property damage. Any/all activities performed airside must, at all times, be performed while under security escort as approved in advance, and in writing by the Project Manager. If at any time, the Consultant is directed to perform services airside in absence of an approved escort, the Commercial General Liability Insurance and Automobile Liability Insurance provided by the Consultant must contain limits of not less than \$25,000,000 combined single limit per occurrence, as provided in item 2) (a) below. In addition, the liability policies (other than Professional Liability) shall include the "Port Authority of New York and New Jersey and its related entities as additional insured and shall contain an endorsement that the policy may not be canceled, terminated or modified without thirty (30) days written advance notice to the Project Manager as noted below. Moreover, the Commercial General Liability policy shall not contain any provisions (other than a Professional Liability exclusion, if any) for exclusions from liability other than provisions or exclusions from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy (ies) and certificate of insurance shall contain separation of insured condition (cross-liability) and severability of interests provisions so that coverage will respond as if separate policies were in force for each insured.

Further, the certificate of insurance and the liability Policy (ies) shall be specifically endorsed that "*The insurance carrier(s) shall not, without obtaining the express*

advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.”

2. Additional Coverages: The Consultant shall have the policy endorsed when required by the Chief Engineer for specific services hereunder and include the additional premium cost thereof as an out-of-pocket expense:
 - a) If the services of the Consultant, as directed by the Authority, require the performance of services airside, the Commercial General Liability and Automobile Liability coverage limits stipulated in subparagraph 1, above, shall be increased to an amount not less than \$25,000,000 per occurrence as provided herein.
 - b) Endorsement to eliminate any exclusions applying to the explosion, collapse, and underground property damage (XCU) hazards.
 - c) Endorsement to eliminate any exclusions on account of ownership, maintenance, operation, use, loading or unloading of watercraft.
 - d) Coverage for work within 50 feet of railroad.

B. Workers' Compensation Insurance:

1. The Consultant shall take out and maintain Workers' Compensation Insurance in accordance with the requirements of law and Employer's Liability Insurance with limits of not less than \$1,000,000 each accident. A waiver of subrogation in favor of the Authority and its related entities, as allowed by law, shall be included.
2. Additional Coverages: The Consultant shall have the policy endorsed when required by the Chief Engineer for specific services hereunder and include the additional premium cost thereof as an out-of-pocket expense:
 - a) United States Longshoremen's and Harbor Workers' Compensation Act Endorsement.
 - b) Coverage B Endorsement - Maritime (Masters or Members of the Crew of Vessels), in limits of not less than \$1,000,000 per occurrence.
 - c) Amendments to Coverage B, Federal Employers' Liability Act in limits of not less than \$1,000,000 per occurrence.

C. Professional Liability Insurance:

Not less than \$5 million each occurrence, covering acts, errors, mistakes, and omissions arising out of the work or services performed by Consultant, or any person employed by Consultant. All endorsements and exclusions shall be evidenced on the certificate of insurance.

The coverage shall be written on an occurrence basis or may be written on a claims made basis with a minimum of a three-year reporting/discovery period.

D. Compliance:

Prior to commencement of work at the site, the Consultant shall deliver a certificate from its insurer evidencing policies of the above insurance stating the title of this Agreement, the P. A. Agreement number and containing a separate express statement of compliance with each of the requirements above set forth, via e-mail, to the Project Manager.

1. Renewal certificates of insurance or policies shall be delivered to the Facility Contract Administrator, Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Management must approve the renewal certificate(s) of insurance before work can resume on the facility. If at any time any of the certificates or policies shall become unsatisfactory to the Port Authority, the Consultant shall promptly obtain a new and satisfactory certificate and policy.
 2. If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as above required, then, if the Project Manager shall so direct, the Consultant shall suspend performance of the Agreement at the premises. If the Agreement is so suspended, no extension of time shall be due on account thereof. If the Agreement is not suspended (whether or not because of omission of the Project Manager to order suspension), then the Authority may, at its option, obtain insurance affording coverage equal to the above required, the cost of such insurance to be payable by the Consultant to the Authority.
 3. Upon request of the General Manager, Risk Management/Treasury, the Consultant shall furnish to the Authority a certified copy of each policy itself, including the provisions establishing premiums.
 4. The requirements for insurance procured by the Consultant shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Consultant under this Agreement. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Consultant against the obligations imposed on them by law or by this or any other Agreement.
 5. The Port Authority may at any time during the term of this Agreement change or modify the limits and coverages of insurance. Should the modification or change results in an additional premium, The General Manager, Risk Management for the Port Authority may consider such cost as an out-of-pocket expense.
27. CERTIFICATION OF NO INVESTIGATION (CRIMINAL OR CIVIL ANTI-TRUST), INDICTMENT, CONVICTION, DEBARMENT, SUSPENSION, DISQUALIFICATION AND DISCLOSURE OF OTHER INFORMATION

By proposing on this Agreement, each Consultant and each person signing on behalf of any Consultant certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, that the Consultant and each parent and/or affiliate of the Consultant has not:

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

28. NON-COLLUSIVE PROPOSING, AND CODE OF ETHICS CERTIFICATION, CERTIFICATION OF NO SOLICIATION BASED ON COMMISSION, PERCENTAGE, BROKERAGE, CONTINGENT OR OTHER FEES

By proposing on this Agreement, each Consultant and each person signing on behalf of any Consultant certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that:

- A. the prices in its proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other consultant or with any competitor;
- B. the prices quoted in its proposal have not been and will not be knowingly disclosed directly or indirectly by the Consultant prior to the official opening of such proposal to any other consultant or to any competitor;
- C. no attempt has been made and none will be made by the Consultant to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition;

D. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996 (a copy of which is available upon request to the Authority), nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;

E. no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Consultant for the purpose of securing business, has been employed or retained by the Consultant to solicit or secure this Agreement on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency;

F. the Consultant has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Agreement; and

G. no person or organization has been retained, employed or designated on behalf of the Consultant to impact any Authority determination with respect to (i) the solicitation, evaluation or award of this Agreement; or (ii) the preparation of specifications or request for submissions in connection with this Agreement.

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

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

* if the Consultant is a partnership, such certification shall be deemed to have been made not only with respect to the Consultant itself, but also with respect to each partner.

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

In any case where the Consultant cannot make the foregoing certifications, the Consultant shall so state and shall furnish with the signed proposal a signed statement, which sets forth in detail the reasons therefor. If the Consultant is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its proposal, setting forth in such statement the reasons for its uncertainty. With respect to the foregoing certification in paragraph "28G.", if the Consultant cannot make the certification, it shall provide, in writing, with the signed proposal: (i) a list of the name(s), address(es), telephone number(s), and place(s)

of principal employment of each such individual or organization; and (ii) a statement as to whether such individual or organization has a “financial interest” in this Agreement, as described in the Procurement Disclosure policy of the Authority (a copy of which is available upon request to the Director of the Procurement Department of the Authority). Such disclosure is to be updated, as necessary, up to the time of award of this Agreement. As a result of such disclosure, the Authority shall take appropriate action up to and including a finding of non-responsibility.

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

Notwithstanding that the Consultant may be able to make the foregoing certifications at the time the proposal is submitted, the Consultant shall immediately notify the Authority in writing during the period of irrevocability of proposals on this Agreement or any extension of such period of any change of circumstances which might under this clause make it unable to make the foregoing certifications or require disclosure. The foregoing certifications or signed statement shall be deemed to have been made by the Consultant with full knowledge that they would become a part of the records of the Authority and that the Authority will rely on their truth and accuracy in awarding this Agreement. In the event that the Authority should determine at any time prior or subsequent to the award of this Agreement that the Consultant has falsely certified as to any material item in the foregoing certifications, has failed to immediately notify the Authority of any change in circumstances which might make it unable to make the foregoing certifications, might render any portion of the certifications previously made invalid, or require disclosure, or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certifications required to be disclosed, the Authority may determine that the Consultant is not a responsible Consultant with respect to its proposal on the Agreement or with respect to future proposals on Authority agreements and may exercise such other remedies as are provided to it by the Agreement with respect to these matters. In addition, Consultants are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see, e.g. New York Penal Law, Section 175.30 et seq.). Consultants are also advised that the inability to make such certification will not in and of itself disqualify a Consultant, and that in each instance the Authority will evaluate the reasons therefor provided by the Consultant. Furthermore, the Consultant selected for performance of the subject services shall immediately notify the Authority in writing, at any time during the term of the Agreement, of any change of circumstances which might under this clause make it unable to make the foregoing certifications, or might require disclosure.

Under certain circumstances, the Consultant may be required as a condition of this Agreement award to enter into a Monitoring Agreement under which it will be required to take certain specified actions, including compensating an independent Monitor to be selected by the Authority. Said Monitor shall be charged with, among other things, auditing the actions of the Consultant to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Authority.

29. CONSULTANT ELIGIBILITY FOR AWARD OF AGREEMENTS - DETERMINATION BY AN AGENCY OF THE STATE OF NEW YORK OR NEW JERSEY CONCERNING ELIGIBILITY TO RECEIVE PUBLIC AGREEMENTS

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

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

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

30. CONSULTANT RESPONSIBILITY, SUSPENSION OF WORK AND TERMINATION

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

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

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

31. NO GIFTS, GRATUITIES, OFFERS OF EMPLOYMENT, ETC.

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

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

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

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

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

Without the express written approval of the Chief Engineer, you shall keep confidential, and shall require your employees, your subconsultants, and your subconsultant’s employees to keep confidential a) all information disclosed by the Authority or its consultants to you or b) developed by you or your subconsultants in the performance of services hereunder. Disclosure of any such information shall constitute a material breach of the Agreement.

The Consultant shall include the provisions of this clause in each subagreement entered into under this Agreement.

32. CONFLICT OF INTEREST

During the term of this Agreement, the Consultant shall not participate in any way in the preparation, negotiation or award of any agreement (other than an agreement for its own services

to the Authority) to which it is contemplated the Authority may become a party, or participate in any way in the review or resolution of a claim in connection with such an agreement if the Consultant has a substantial financial interest in the Consultant or potential Consultant of the Authority or if the Consultant has an arrangement for future employment or for any other business relationship with said Consultant or potential Consultant, nor shall the Consultant at any time take any other action which might be viewed as or give the appearance of conflict of interest on its part. If the possibility of such an arrangement for future employment or for another business arrangement has been or is the subject of a previous or current discussion, or if the Consultant has reason to believe such an arrangement may be the subject of future discussion, or if the Consultant has any financial interest, substantial or not, in a Consultant or potential Consultant of the Authority, and the Consultant's participation in the preparation, negotiation or award of any agreement with such a Consultant or the review or resolution of a claim in connection with such an agreement is contemplated or if the Consultant has reason to believe that any other situation exists which might be viewed as or give the appearance of a conflict of interest, the Consultant shall immediately inform the Chief Engineer in writing of such situation giving the full details thereof. Unless the Consultant receives the specific written approval of the Chief Engineer, the Consultant shall not take the contemplated action which might be viewed as or give the appearance of a conflict of interest. The Chief Engineer may require the Consultant to submit a mitigation plan addressing and mitigating any disclosed or undisclosed conflict, which is subject to the approval of the Chief Engineer and shall become a requirement, as though fully set forth in this Agreement. In the event the Chief Engineer shall determine that the performance by the Consultant of a portion of its services under this Agreement is precluded by the provisions of this numbered paragraph, or a portion of the Consultant's said services is determined by the Chief Engineer to be no longer appropriate because of such preclusion, then the Chief Engineer shall have full authority on behalf of both parties to order that such portion of the Consultant's services not be performed by the Consultant, reserving the right, however, to have the services performed by others and any lump sum compensation payable hereunder which is applicable to the deleted work shall be equitably adjusted by the parties. The Consultant's execution of this document shall constitute a representation by the Consultant that at the time of such execution the Consultant knows of no circumstances, present or anticipated, which come within the provisions of this paragraph or which might otherwise be viewed as or give the appearance of a conflict of interest on the Consultant's part. The Consultant acknowledges that the Authority may preclude it from involvement in certain disposition/privatization initiatives or transactions that result from the findings of its evaluations hereunder or from participation in any agreements, which result, directly or indirectly, from the services provided by the Consultant hereunder. The Authority's determination regarding any questions of conflict of interest shall be final.

33. DEFINITIONS

As used in sections 27 to 32 above, the following terms shall mean:

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

fifty percent of the voting stock of each of the firms, or if the firms have a common proprietor or general partner.

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

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

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

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

34. The entire agreement between the parties is contained herein and no change in or modification, termination or discharge of this Agreement in any form whatsoever shall be valid or enforceable unless it is in writing and signed by the party to be charged therewith, or his duly authorized representative, provided, however, that termination in the manner hereinbefore expressly provided shall be effective as so provided.

35. No Commissioner, officer, agent or employee of the Authority shall be charged personally by you with any liability or held liable to you under any term or provision of this Agreement, or because of its execution or attempted execution or because of any breach hereof.

FIRM NAME.

- PAGE 23 -

DATE

36. If the foregoing meets with your approval, please indicate your acceptance by signing the original and the additional enclosed copy in the lower left-hand corner and returning them to the Authority.

Very truly yours,

THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY

Lillian D. Valenti
Director
Procurement Department

Date _____

ACCEPTED:

FIRM NAME

By: _____

Title: _____

Date: _____

FIRM NAME.

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DATE

INSTRUCTIONS

If the selected Consultant firm is not located in the States of New York or New Jersey, change the number of the last Paragraph of this Agreement from "37" to "38" and insert a new Paragraph "37" as follows:

37. This Agreement shall be governed by and construed in accordance with the Laws of the State of New York without regard to conflict of laws principles.

ATTACHMENT B

**REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT PROFESSIONAL
ASBESTOS AND LEAD ANALYSES SERVICES AS REQUESTED ON A “CALL-IN”
BASIS DURING 2014 (RFP #33850)**

AGREEMENT ON TERMS OF DISCUSSION

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

Notwithstanding the above, and without assuming any legal obligation, the Port Authority will employ reasonable efforts, subject to the provisions of the Port Authority Freedom of Information Code and Procedure adopted by the Port Authority’s Board of Commissioners on March 29, 2012, which may be found on the Port Authority website at: <http://www.panynj.gov/corporate-information/pdf/foi-code.pdf>, not to disclose to any competitor of the undersigned, information submitted which are trade secrets or is maintained for the regulation or supervision of commercial enterprise which, if disclosed, would cause injury to the competitive position of the enterprise, and which information is identified by the Proposer as proprietary, as more fully set forth in the FOI Code, which may be disclosed by the undersigned to the Port Authority as part of or in connection with the submission of a proposal.

(Company)

(Signature)

(Title)

(Date)

ORIGINAL AND PHOTOCOPIES OF THIS PAGE ONLY. DO NOT RETYPE.

ATTACHMENT C
COMPANY PROFILE

**REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT PROFESSIONAL
ASBESTOS AND LEAD ANALYSES SERVICES AS REQUESTED ON A “CALL-IN”
BASIS DURING 2014 (RFP #33850)**

1. Company Name (print or type):

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

3. Business Telephone Number: _____

4. Business Fax Number: _____

5. Firm website: _____

6. Federal Employer Identification Number (EIN): _____

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

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

9. Officer or Principal of Firm and Title:

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

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

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

If your firm is an M/WBE not currently certified by the Authority, see the Authority’s web site – <http://www.panynj.gov/business-opportunities/supplier-diversity.html>, to receive information and apply for certification.