

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT
ATTN: BID/PROPOSAL CUSTODIAN
2 MONTGOMERY STREET, 3RD FLOOR
JERSEY CITY, NEW JERSEY 07302

REQUEST FOR PROPOSALS (RFP)

ISSUE DATE: TUESDAY, SEPTEMBER 17, 2013

TITLE: REQUEST FOR PROPOSALS FOR UNARMED, UNIFORMED SECURITY GUARD SERVICES AT THE GEORGE WASHINGTON BRIDGE, NEW JERSEY MARINE TERMINALS, NEW YORK MARINE TERMINALS, NEW JERSEY OFFICE FACILITIES AND PROPERTIES, NEW YORK LEASED OFFICE FACILITIES AND PROPERTIES, THE STATEN ISLAND BRIDGES, THE PORT AUTHORITY TRANS-HUDSON CORPORATION AND THE WORLD TRADE CENTER SITE

RFP NO.: 34835

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

PRE-PROPOSAL MEETINGS AND SITE INSPECTIONS:

Wednesday, October 2, 2013 – 9:30am - Journal Square Transportation Center,
Jersey City, New Jersey

Thursday, October 3, 2013 – 9:30am – George Washington Bridge,
Fort Lee, New Jersey

QUESTIONS DUE BY: Tuesday, October 8, 2013 TIME: 2:00 P.M.
PROPOSAL DUE DATE: Thursday, October 17, 2013 TIME: 2:00 P.M.

PROCUREMENT REPRESENTATIVES:

	David Gutiérrez	or	Luke S. Bassis
PHONE:	(201) 395-3433		(201) 395-3440
FAX:	(201) 395-3425		(201) 395-3425
EMAIL:	david.gutierrez@panynj.gov		lbassis @panynj.gov

UNARMED, UNIFORMED SECURITY GUARD SERVICES
AT
THE GEORGE WASHINGTON BRIDGE, NEW JERSEY MARINE TERMINALS, NEW YORK
MARINE TERMINALS, NEW JERSEY OFFICE FACILITIES AND PROPERTIES, NEW YORK
LEASED OFFICE FACILITIES AND PROPERTIES, THE STATEN ISLAND BRIDGES, THE
PORT AUTHORITY TRANS-HUDSON CORPORATION AND THE WORLD TRADE CENTER
SITE

REQUEST FOR PROPOSALS

1. INFORMATION FOR PROPOSERS.....	4
A. General Information: The Port Authority of New York and New Jersey	4
B. Brief Summary of Scope of Work	4
C. Deadline for Receipt of Proposals	5
D. Vendor Profile	5
E. Submission of Proposals	5
F. Communications Regarding this RFP	6
G. Proposal Acceptance or Rejection	6
H. Pre-Proposal Meeting(s)/Site Inspection(s)	7
I. Available Documents	7
J. City Payroll Tax	8
K. Union Jurisdiction	8
L. Additional Proposer Information	8
M. Minimum Wages, Minimum Salaries, Health Benefits and Supplemental Benefits Other Than Health Benefits	9
N. Limitation on Future Contracting	9
2. PROPOSER PREREQUISITES	9
3. FINANCIAL INFORMATION.....	10
4. EVALUATION CRITERIA AND RANKING.....	11
A. Overall Experience of Firm, Technical Expertise and Financial Capability	11
B. Management Approach & Staffing Management	11
C. Cost of Proposal	12
D. Contractor Identity Check/Background Screening Plan	12
5. M/WBE SUBCONTRACTING PROVISIONS	12
6. CERTIFICATION OF RECYCLED MATERIALS PROVISION	14
7. PROPOSAL SUBMISSION REQUIREMENTS.....	15
A. Letter of Transmittal	15
B. Executive Summary	16
C. Agreement on Terms of Discussion	16
D. Certifications with Respect to the Contractor’s Integrity Provisions	16
E. Documentation of Proposer Prerequisites	17

F. Proposal	17
1. Overall Experience of Firm, Technical Expertise and Financial Capability	17
2. Management Approach & Staffing Management	18
3. Cost of Proposal	20
4. Contractor Identity Check/Background Screening Plan	21
G. Acknowledgment of Addenda	21
H. Acceptance of Standard Contract Terms and Conditions	22
I. Background Qualification Questionnaire (To be submitted directly to the Office of the Inspector General)	22

9. CONDITIONS FOR THE SUBMISSION OF A PROPOSAL 22

A. Changes to this RFP	22
B. Proposal Preparation Costs	22
C. Disclosure of Proposal Contents / Use of Ideas and Materials	22
D. Ownership of Submitted Materials	23
E. Subcontractors	23
F. Conflict of Interest	23
G. Authorized Signature	23
H. References	23
I. Evaluation Procedures and Negotiation	23
J. Taxes and Costs	23
K. Most Advantageous Proposal/No Obligation to Award	24
L. Multiple Contract Awards	24
M. Right to Extend Contract	24
N. Rights of the Port Authority	24
O. No Personal Liability	25

Attachment A - Agreement on Terms of Discussion

Attachment B – Contract Terms and Conditions for Unarmed Guard Services

Attachments C, D, E, & F - Cost Proposal Forms to be issued via Addenda

1. INFORMATION FOR PROPOSERS

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

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

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

B. Brief Summary of Scope of Work

The Port Authority is hereby seeking proposals from qualified firms to provide twenty four (24) hour a day Unarmed, Uniformed Security Guard Services, and to furnish all labor, supervision, uniforms, vehicles, equipment, including materials and supplies, and to do all other things necessary or proper therefore or incidental thereto, all in accordance with the provisions of the Contract, and the Contractor further agrees to assume and perform all other duties and obligations imposed upon it by the Contract (hereinafter the “Service”) at the George Washington Bridge (GWB), New Jersey Marine Terminals (NJMT), New York Marine Terminals (NYMT), New Jersey Office Facilities and Properties (NJLP), New York Leased Office Facilities and Properties (NYLP), the Staten Island Bridges (SIB), the Port Authority Trans-Hudson Corporation (PATH), and the World Trade Center Site (WTC).

The full Scope of Work for each facility is set forth in detail in Part I of Attachment B.

The term of the Contract shall be for a four (4) year period (the "Initial Term") commencing at 12:01 a.m. on March 1, 2014 (said date and time hereinafter sometimes collectively called "the Commencement Date") and unless sooner terminated or revoked (or extended) shall expire at 11:59 p.m. on or about February 28, 2018 (said date and time sometimes hereinafter called "the Expiration Date"). The Port Authority may, in its sole discretion, exercise up to two (2) two-year option periods ("Option Period(s)").

The Port Authority shall have the unilateral right to extend this Contract for a one hundred and twenty (120) day period ("Extension Period") from the Expiration Date or upon expiration of any Option Period, if taken. All Contract terms, conditions and costs in effect immediately prior to the extension period shall remain in effect for such extension without escalation. The Port Authority shall notify the Contractor in writing at least thirty (30) days prior to the Expiration Date herein above establish that the Contract term is so extended.

It is anticipated (but not guaranteed) that the Contractor will have a minimum period of thirty (30) calendar days from the date of Contract award to the Commencement Date of the Contract to prepare to provide the Unarmed, Uniformed Security Guard Service including, but not limited to, procurement of all necessary labor and supervision, training, required vehicles, equipment, uniforms and necessary background investigations. The Proposer should refer to Attachment B for a full description of Services required under the Contract.

C. Deadline for Receipt of Proposals

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

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

D. Vendor Profile

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

E. Submission of Proposals

One reproducible original (containing original signatures and clearly designated as such) and fourteen (14) double-sided copies of the Proposal (including the Cost Proposal Forms) as well as four (4) compact disks with digital searchable versions of the Proposal and Cost Proposal Forms must be submitted on or before the due date and time in accordance with the information on the cover page of this RFP, and sent or delivered to the RFP Custodian at the address specified on the cover page. Each copy of the Proposal as well as the parcel(s) used for shipping must be conspicuously marked with the Proposer's name and address as well as the Proposer's Vendor Number, if available. In addition, the outside of the package must clearly state the title of this RFP, the number of

this RFP and the Proposal Due Date. Failure to properly label Proposal may cause a delay in identification, misdirection or disqualification of Proposal submissions.

The Port Authority requests the completed (i.e., prices entered electronically) Cost Proposal Forms (Attachments C, D, E & F). The Proposer is responsible for the accuracy and calculations in any and all submittals. If the Cost Proposal Forms are changed by addendum during the course of the solicitation, the Proposer is solely responsible for modifying any previously obtained version.

It is necessary to carry valid photo identification when attempting to gain access into the building to hand deliver proposals.

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

F. Communications Regarding this RFP

All communications concerning this RFP should be directed to the Port Authority Procurement Representatives listed on the cover page. All questions regarding this RFP should be submitted in writing to the Procurement Representatives by the due date at the email address or facsimile number listed on the cover page no later than 2:00 p.m. (EST) on the day and date specified on the cover page as the deadline for questions.

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

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

G. Proposal Acceptance or Rejection

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

H. Pre-Proposal Meeting(s)/Site Inspection(s)

There are two (2) scheduled Pre-Proposal Meetings/ Site Inspections:

1. The first Pre-Proposal Meeting /Site Inspection is scheduled to be held at PATH Journal Square Transportation Center, Jersey City, NJ on Wednesday, October 2, 2013 at 9:30 a.m. Please RSVP your attendance by contacting Ms. Jessica Mills at telephone 201-216-6458 or email: jmills@panynj.gov at least 48 hours prior to the site visit.
2. The second Pre-Proposal Meeting /Site Inspection is scheduled to be held at the George Washington Bridge on Thursday, October 3, 2013 at 10:00 a.m. Please RSVP your attendance by contacting Mr. Louis Molinaro at (201) 395-3906 or email lmolinaro@panynj.gov at least 48 hours prior to the site visit.

Any questions concerning this RFP should be submitted in writing prior to the applicable meeting so that the Port Authority may prepare responses in advance of the meeting. Additional questions may be permitted at the meeting; however, responses may be deferred and provided at a later date by written addenda.

A Site Inspection allows Proposers to tour and physically inspect the actual site(s) of work prior to the submission of proposals. No questions will be taken during a site inspection.

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

A maximum of two (2) individuals per Proposer are allowed to attend each meeting. Two (2) valid forms of photo ID are required with one form being a driver's license, state issued identification (non-driver) or passport to attend the Pre-Proposal meeting and facility inspections.

Individuals should RSVP and must include the following information:

- 1) Legal First and Last name
- 2) Company Name
- 3) Date of Birth (MM/DD/YYYY)
- 4) Phone Numbers (work and cell)
- 5) Email Address
- 6) Which site inspection(s) he/she will attend

Please provide all above requested information to aforementioned individuals no later than 12 noon (EST) of the business day preceding the scheduled date(s) to confirm attendance and/or receive traveling directions. Failure to provide **all and correct information** may result in individuals being denied attendance.

I. Available Documents

Certain documents, specified below, will be made available for examination by Proposers at the Site Inspections or by contacting Ms. Helen Flaster at email: hflaster@panynj.gov.

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

Said documents are as follows:

Conformed copy of the existing contract for Unarmed, Uniformed Guard Services at The Teleport, Staten Island Bridges, Port Ivory, PATH, the World Trade Center site, the New York Leased Properties, New Jersey Leased Properties, the George Washington Bridge, New Jersey Marine Terminals, and New York Marine Terminals; Contract #4600007137.

J. City Payroll Tax

Proposers should be aware of the payroll tax imposed by the municipalities where services are required to be performed under this Contract, including but not limited to:

- A. City of Newark, New Jersey for services performed in Newark, New Jersey;
- B. City of New York, New York for services performed in New York, New York; and
- C. City of Yonkers, New York for services performed in Yonkers, New York.

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

K. Union Jurisdiction

Proposers are advised to ascertain whether any union now represented or not represented at any Facility will claim jurisdiction over any aspect of the operations to be performed hereunder and their attention is directed to the Section of this RFP entitled “Harmony” included in, Part II of Attachment B entitled, “Standard Contract Terms and Conditions.”

L. Additional Proposer Information

Prospective Proposers are advised that additional vendor information, including, but not limited to forms, documents and other information, including protest procedures, may be found on the Port Authority website at:

<http://www.panynj.gov/business-opportunities/become-vendor.html>

M. Minimum Wages, Minimum Salaries, Health Benefits and Supplemental Benefits Other Than Health Benefits

The Contract requirement for Minimum Direct Hourly Wages is stated as a numeric (dollar) amount in this RFP. The requirements for Health and Supplemental Benefits are not stated with numeric values in this RFP, but it is the intention of the Port Authority to reduce those requirements to numeric values at the time of Proposal acceptance. Thus, all three categories will be subject to Audit by the Port Authority and adjustment in the event the Contractor's prices are adjusted as set forth in the contract terms and conditions and any Underpayment Amounts in any of these categories will be subject to recovery by the Port Authority as set forth in the Contract Terms and Conditions. The Contractor shall set Salaries for the management titles set forth herein and said Salaries shall also become a requirement, and will be subject to Audit by the Port Authority and adjustment in the event the Contractor's prices are adjusted.

N. Limitation on Future Contracting

The Contractor awarded this contract is precluded from being awarded any future Port Authority Contract for unarmed, uniformed security guard services as a prime contractor or as a subcontractor for the duration of this contract, including any extensions or option years or periods, if exercised. The restriction shall apply to any and all affiliates, divisions and subsidiaries of the Contractor. This limitation shall not apply to an award for the replacement contract for the services described herein.

2. PROPOSER PREREQUISITES

Only Proposers who can demonstrate that they comply with the following should submit proposals, as only proposals from such Proposers will be considered:

- A. The Proposer shall have had at least five (5) years of continuous experience immediately prior to the date of the submission in the management and operation of a security guard service or watchman service business and shall have actually engaged in providing these services to commercial or industrial accounts under contract. The Proposer may fulfill this prerequisite if it can demonstrate the persons or entities owning and controlling the Proposer have a cumulative total of at least five (5) years of continuous experience of the type required above immediately prior to Proposal submission, or the persons or entities owning and controlling the Proposer have owned and controlled other entities which meet the requirement.
- B. During the time period stated in (A) above, the Proposer shall demonstrate satisfactory performance of at least one (1) contract of similar scope and complexity to the services described herein.
- C. The Proposer shall demonstrate that it has earned gross revenues of at least \$13,000,000 a year for the last two (2) fiscal or calendar year(s) from the type of services described herein.
- D. The firm proposing shall have at the time of submission of its Proposal (and maintain throughout the term of the Contract and any Option Periods and Extension, if any), a valid and current license issued by New York State, Division of Licensing, pursuant to New York General Business Law, Section 70.

- E. The firm proposing shall have at the time of submission of its Proposal (and maintain throughout the term of the Contract and any Option Periods and Extension, if any), a valid and current license to perform the Services required by the Contract contemplated herein issued by Division of State Police, designated under Chapter 55 of Title 13 of the New Jersey Administrative Code, promulgated by the Superintendent of State Police, to implement the Private Detective Act of 1939, N.J.S. 45:19-8 et seq., as amended.

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

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

With respect to subparagraph (C), the gross income of the joint venture itself may meet the prerequisites or the gross income of the participants in the joint venture may be considered cumulatively to meet the prerequisite. Subparagraphs D and E must be met by each member of the joint venture or if the joint venture has been established as a separate, legal entity, then by the joint venture itself.

All Proposers must include documentation that they meet the above prerequisites.

3. FINANCIAL INFORMATION

The Proposer will be required to demonstrate that it is financially capable of performing the contract resulting from this RFP (“Contract”). The determination of the Proposer’s financial qualifications and ability to perform this Contract will be in the sole discretion of the Port Authority. The Port Authority may require a form of financial security as a result of its determination of Proposer’s financial qualifications, which may include a Letter of Credit or other guarantee. The Proposer shall submit, with its proposal, the following:

- A. (1) Certified financial statements, including applicable notes, reflecting the Proposer’s assets, liabilities, net worth, revenues, expenses, profit or loss and cash flow for the most recent year or the Proposer’s most recent fiscal year.
(2) Where the certified financial statements in (1) above are not available, then reviewed statements from an independent accountant setting forth the aforementioned information shall be provided.

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

- B. A statement of work which the Proposer has on hand, including any work on which a Bid and/or Proposal has been submitted, containing a description of the work, the annual dollar value, the location by City and State, the current percentage of completion, the expected date for completion, and the name of an individual most familiar with the Proposer’s work on these jobs.
- C. The name and address of the Proposer’s banking institution, chief banking representative handling the Proposer’s account, the Proposer’s Federal Employer Identification Number (i.e., the number assigned to firms by the Federal Government for tax purposes), the

Proposer's Dun and Bradstreet number, if any, the name of any credit service to which the Proposer furnished information and the number, if any, assigned by such service to the Proposer's account.

4. EVALUATION CRITERIA AND RANKING

Proposals will be evaluated on the following criteria, which are shown in descending order of importance (Subsections, if any, do not denote order of importance within an individual criteria).

All proposals will be reviewed by the Port Authority to determine if they adhere to the format required in this RFP, if they contain all required submissions and if the Proposer meets the preconditions required for submission of a Proposal. For Proposals meeting such requirements, the following criteria, set forth in order of importance, will be utilized in the evaluation of proposals.

A. Overall Experience of Firm, Technical Expertise and Financial Capability

- The degree and extent to which the Proposer has relevant and successful experience in providing watchmen or unarmed, uniformed guard services for a contract of similar scope; services which interface directly with the general public at a transportation facility or other comparable environment, with posts located in remote locations, often working under stressful conditions while providing a high level of service to customers on a continuous basis.
- Experience of Proposer's management team in managing its employees, the performance of security guard services and conducting employee management programs.
- Degree and extent of relevant technical expertise of the Proposer and its management team in providing unarmed, uniformed, security guard services and in its utilization of technology and other tools to facilitate superior performance of said services.
- The degree of business risk assumed by the Port Authority, including but not limited to, assessment of the impact resulting from the possible failure of the Contractor to perform under the terms and conditions of this Contract and the Port Authority's assessment of its ability to immediately replace the Contractor in a manner that maintains or improves the quality and continuity of the unarmed, uniformed security guard services at each facility.
- The extent to which the Proposer is financially capable of performing the Contract and has the management and corporate infrastructure to undertake a significant amount of new work.
- The Proposer's prior compliance on other contracts with the Port Authority and its subsidiaries.

B. Management Approach & Staffing Management

The clarity and feasibility of the Proposal, which shall include the Proposer's management philosophy and management approach, quality control/quality assurance initiatives, start-up plans, principles and programs, including training and safe work

environment programs, fleet maintenance and audit compliance plans, to be utilized by the Contractor in performing the service, and which shall include consideration of:

- The number and relevant experience of managerial and supervisory personnel proposed to be dedicated to this Contract.
- The Proposer's certification that it will meet all wages, health benefits and other supplemental benefits requirements of the Contract and the Proposer's plan to ensure compliance with the wage and health benefits requirements of this Contract including the quality of the health benefits and other supplemental benefits requirements of this Contract.
- The proposed labor and supervisory staffing plans, on-site management plan and work plan for this Contract, which includes a staffing plan addressing both its full-time and part-time employees, a plan for retaining current contractor employees for this Contract and ensuring that the employees who performed the same and/or similar roles under a previous Port Authority Contract suffer no diminution in wage rate under the new Contract, and its plan for recruiting and providing for a stable labor force.
- The approach of managerial and supervisory personnel in handling emergency situations and the proposed emergency procedures to identify and handle potential emergency situations such as, but not limited to: inclement weather, power outages and interruptions in transportation infrastructure to and from the facilities.
- The Proposer's M/WBE participation plan, Certification of Environmentally Preferable Products/Practices, and subcontracting plan.
- The capability of the Proposer to meet all requirements of the RFP, including but not limited to the firm's ability to comply with the insurance requirements and Standard Terms and Conditions without taking any exceptions.

C. Cost of Proposal

The Total Estimated Proposed Contract Price as submitted on the Cost Proposal Forms.

D. Contractor Identity Check/Background Screening Plan

The quality of the Proposer's Contractor Identity Check/Background Screening Plan, which includes its effectiveness, thoroughness and the extent to which it ensures employees' identities are checked and confirmed. The system and manner in which employee background information will be measured/screened against the Contractor Identity Check/Background Screening Plan criteria, and how employees who successfully pass the criteria will be properly credentialed to perform the services herein. The submitted Plan shall become part of the Contract, will be a Contract requirement and shall be applicable to all years of the Contract.

5. M/WBE SUBCONTRACTING PROVISIONS

The Port Authority has a long-standing practice of making its business opportunities available to Minority Business Enterprises (MBEs) and Women-Owned Businesses (WBEs)

and has taken affirmative steps to encourage such firms to seek business opportunities with the Port Authority. The successful Proposer will use good faith efforts to provide for meaningful participation by the Port Authority certified M/WBEs as defined in this document, in the purchasing and subcontracting opportunities associated with this contract, including purchase of equipment, supplies and labor services.

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

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

- (a) Black persons having origins in any of the Black African racial groups not of Hispanic origin;
- (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race;
- (c) Asian and Pacific Islander persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands;
- (d) Native American or Alaskan native persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

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

The Contractor shall use good faith efforts to achieve participation equivalent to 12% of the total Contract price for MBEs and 5% of the total Contract price for WBEs.

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

- 1) Dividing the services and materials to be procured into small portions where feasible;
- 2) Giving reasonable advance notice of specific subcontracting and purchasing opportunities to such firms as may be appropriate;
- 3) Soliciting services and materials from M/WBEs, which are certified by the Port Authority;
- 4) Ensuring that provision is made for timely progress payments to the M/WBEs and;
- 5) Observance of reasonable commercial standards of fair dealing in the respective trade or business.

Proposers are directed to use form PA3749B as the recording mechanism for the M/WBE Participation Plan, annexed hereto as Attachment G or may be downloaded at <http://www.panynj.gov/business-opportunities/become-vendor.html>

The M/WBE Plan submitted by the Proposer to the Port Authority shall contain, at a minimum, the following:

- Identification of M/WBEs: Provide the names and addresses of all M/WBEs included in the Plan. If none are identified, describe the process for selecting participant firms in order to achieve the good faith goals under this Contract.
- Level of Participation: Indicate the percentage of M/WBE participation expected to be achieved with the arrangement described in the Plan.
- Scope of Work: Describe the specific scope of work the M/WBEs will perform.
- Previous M/WBE Participation: Describe any previous or current M/WBE participation, which the Proposer has utilized in the performance of its contracts.

All M/WBE subcontractors listed on the M/WBE Participation Plan must be certified by the Port Authority in order for the Contractor to receive credit toward the M/WBE goals set forth in this Contract. Please go to <http://www.panynj.gov/business-opportunities/supplier-diversity.html> to search for M/WBEs by a particular commodity or service. The Port Authority makes no representation as to the financial responsibility of such firms or their ability to perform Work under this Contract.

Proposers shall include their M/WBE Participation Plan with their Proposals, to be reviewed and approved by the Authority's Office of Business Diversity and Civil Rights (OBDCR).

Proposers may request a waiver of the M/WBE participation goals set forth in this Contract by providing with its Proposal, information in accordance with this provision and the provision entitled "M/WBE Good Faith Participation" in the Standard Terms and Conditions of this Contract.

If the Contractor wishes to subcontract a portion of the Work through a firm not listed in the Directory, but which the Contractor believes should be eligible because it is (1) an M/WBE, as defined above and (2) competent to perform portions of the Work, the Contractor shall submit an M/WBE Uniform Certification Application to the Port Authority of New York and New Jersey, Office of Business Diversity and Civil Rights (OBDCR), 233 Park Avenue South, 4th Floor, New York, NY 10003. The application is available online at <http://www.panynj.gov/business-opportunities/sd-become-certified.html>. In addition, to update your certification file and to advise OBDCR of changes to any information, please email these changes to certhelp@panynj.gov. Credit toward applicable goals will be granted only to Port Authority certified vendors. For more information about M/WBE Programs, call (212) 435-7819.

6. CERTIFICATION OF RECYCLED MATERIALS PROVISION

Proposers shall submit, with their Proposal, Attachment H, the Certified Environmentally Preferable Products / Practices Form attesting that the products or items offered by the Proposer contain the minimum percentage of post-consumer recovered material in

accordance with the most recent guidelines issued by the United States Environmental Protection Agency (EPA), or, for commodities not so covered, the minimum percentage of post-consumer recovered materials established by other applicable regulatory agencies.

Recycling Definitions:

For purposes of this solicitation, the following definitions shall apply:

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

7. PROPOSAL SUBMISSION REQUIREMENTS

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

A. Letter of Transmittal

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

The Letter of Transmittal shall contain:

- (1) Name and address of the Proposer and an original signature on the Letter of Transmittal by an authorized representative on behalf of the Proposer;
- (2) Name(s), title(s) and telephone number(s) of the individual(s) who are authorized to negotiate and execute the Contract;
- (3) Name, title and telephone number of a contact person to which the Port Authority can address questions or issues related to this RFP;
- (4) Name and address of proposed subcontractors, if any;
- (5) Corporate information, as follows:
 - i. If a corporation:
 - (a) a statement of the names and residences of its officers, and
 - (b) a copy of its Certificate of Incorporation, with a written declaration signed by the secretary of the corporation, with the corporate seal affixed thereto, that the copy furnished is a true copy of the Certificate of Incorporation as of the date of the opening of the Proposals;
 - ii. If a partnership: a statement of the names and residences of its principal officers, indicating which are general and which are special partners;
 - iii. If an individual: a statement of residence;
 - iv. If a joint venture: information on each of the parties consistent with the information requested above; if the Contract is awarded to a common law joint venture (a partnership of business entities) each member will be jointly and severally liable under the Contract.

B. Executive Summary

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

C. Agreement on Terms of Discussion

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

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

The Proposer, by signing the Letter of Transmittal, makes the certifications in the "Contractor's Integrity Provisions," included as Part III of the Standard Contract Terms and Conditions of this RFP. If the Proposer cannot make any such certifications, it shall enclose an explanation of that inability ("Certification Statement").

E. Documentation of Proposer Prerequisites

The Proposer shall submit documentation to demonstrate that it meets all prerequisites, if any, included herein.

F. Proposal

The Proposer must submit a Proposal that details and clearly describes its experience and capability to provide the Unarmed, Uniformed Security Guard Services described in this RFP, its approach to such work and the cost of such work to the Port Authority. At a minimum, the Proposal shall address the following:

1. Overall Experience of Firm, Technical Expertise and Financial Capability

The Proposer shall submit information to allow the Port Authority to evaluate it with respect to the experience, technical expertise and financial capability as more fully set forth in Section 4 above “Evaluation Criteria and Ranking”. The Proposal should include, but not be limited to, the following:

- a) The Proposer shall submit information demonstrating the extent to which the Proposer has relevant experience furnishing Unarmed, Uniformed Security Guard Services of similar scope.

Proposer shall submit a listing of Unarmed, Uniformed Guard Services Contracts. The list should include all contracts similar to the services required herein that were performed by or are currently being performed by the Proposer within the last five (5) years.

For each Contract listed, include:

- 1. The name and address of the Contracting party
- 2. The locations where the work was performed
- 3. Duration of the Contract
- 4. The approximate dollar amount of the Contract
- 5. The annual staff hours of full and part time labor expended in the performance of the Contract
- 6. A summary of the types of work performed
- 7. The names, addresses and telephone numbers of the owners and contract administrators
- 8. Representatives familiar with the work that the Port Authority may contact

- b) The Proposer shall submit experience of Proposer’s management team in managing similar security guard contracts including, where applicable or appropriate:

- 1. Employee references
- 2. Security training program
- 3. OSHA safety training
- 4. Quality assurance and control programs
- 5. Disciplinary procedures
- 6. Staff planning
- 7. Payroll processing
- 8. Recruiting procedures and maintenance of a stable workforce

9. Performance improvement measurements
 10. Self-assessment plan
 11. Background screening plan
 12. Customer service initiatives
 13. Human resources department
 14. Utilization of technological advances in Unarmed, Uniformed Security Guard Services
 15. Contract management
 16. Fleet management
- c) The Proposer shall submit to the Port Authority, a detailed itemized description explaining technical expertise and past experience the firm has in the following areas:
1. Utilization of technological advances, or other tools in unarmed, uniformed security guard services and resulting benefits;
 2. Management of Unarmed, Uniformed Security Guard Services in buildings and facilities of similar size;
 3. Highlight any and all similar operating environment experience, although such experience is not required; and
 4. Describe any Safety Act experience, designations or certifications Proposer has been awarded or expects to be awarded. Include a copy of any Safety Act applications, designations or certifications and related supporting documents which may be applicable to the services being provided under this Contract.
- d) The Proposer shall submit risk assessment, succession plans and any other relevant documentation that assess the Proposer's business risk in taking on the significant amount of new work that will be required under this Contract. The risk assessment plan should take into account all work currently under contract, as well as work that is under contract to companies which the Proposer owns, controls or has an interest. The assessment should provide sufficient information to allow the Port Authority to assess the impact resulting from the possible failure of the Contractor to perform under the terms and conditions of the Contract.
- e) The Proposer shall submit information establishing that it is financially capable of performing the Contract and possesses the corporate infrastructure to support the services required set forth in this solicitation.

2. Management Approach & Staffing Management

The firm shall provide a complete description of how it intends to staff, implement and manage the required services hereunder, including any information that it believes would be helpful to the Port Authority in assessing its management approach and ability to provide the services.

- a) Clearly describe in detail your management philosophy and your approach to performance of the subject services, which shall include, but is not limited to, the following:

1. An organization chart for this project that identifies the relationship between the Project Manager, Principals, and other key individuals. Include their titles, office address, function, task responsibility and overall reporting relationships.
Submit a profile of each person identified in the organization chart that describes how his or her experience and technical capabilities will assist in the successful performance and completion of the Contract. Include the number and relevant experience of all managerial and supervisory personnel proposed to be dedicated to the Contract.
 2. Approach to keeping the Authority informed of any issues and progress during performance of the contemplated services.
 3. Approach to quality control/quality assurance in terms of both technical review and compliance with the overall Contract and schedule requirements.
 4. Description of your firm's start-up and transition plans.
- b) Provide a statement indicating the qualifications and relevant experience of managerial and supervisory personnel employed by the firm who are to be exclusively dedicated to the Contract, including:
- 1) Their length of service with the firm
 - 2) The anticipated function of each person on the Contract
 - 3) A summary of the relevant experience of each person listed
 - 4) The resumes of the individuals who are being recommended for these positions should be included in the submission.
- c) Submit proposed labor, supervisory, on-site management and work plans, including:
- 1) A description of how wages and incentives (i.e., monetary or otherwise) will be provided to employees, as well as the Proposer's plan to ensure compliance with the wage and health benefit requirements of this Contract, including the quality of the health benefits and other supplemental benefits;
 - 2) A plan that will ensure that employees who performed similar roles under a previous Port Authority Contract at the Facilities suffer no diminution in wage rate under the new Contract;
 - 3) A plan for retaining current employees for this Contract and providing for a stable labor force, including a narrative description as to how it intends to compensate its employees in terms of wages and benefits and how it intends to adjust wages and benefits for each year of the base term of the Contract
- d) The Proposer should indicate the total number of full-time (minimum thirty (30) hours/week) employees currently employed by the firm and the number employed in each of the preceding three (3) years.
- e) The Proposer shall show the number of full-time and part-time employees to be utilized in providing these services, including supervisory staff. The firm shall submit a plan to minimize employee turnover. It is the Port Authority's

preference to have the firm submit a staffing plan that maximizes the use of full-time employees.

- f) The Proposer shall provide a plan in handling emergency situations and the proposed emergency procedures to identify and handle potential emergency situations such as, but not limited to: inclement weather, power outages and interruptions in transportation infrastructure to and from the facilities, etc.
- g) The Proposer's capability to increase and maintain staffing levels in the event of an emergency or other event, whether planned or on short notice. The Proposer shall provide detailed plans indicating how it will maintain and/or increase staff levels during emer.
- h) The Proposer's training and safe work environment plans for this Contract;
- i) Proposed labor and supervisory staffing organization chart;
- j) Incentive plans;
- k) Disciplinary plans;
- l) Security training plan;
- m) Customer service plan;
- n) Contractor's audit program;
- o) Vehicle fleet maintenance and replacement program;
- p) M/WBE participation plan;
- q) Certification of Environmentally Preferable Products/ Practices
- r) Description of how the Strategic Partnership Measurement Program (set forth in Section 13 of Attachment B, Part I) will be handled and submit a sample that would be use for this Contract.
- s) The Proposer should provide documentation relevant to establish the Proposer's capability to meet all terms and conditions set forth herein, including insurance requirements.

NOTE: By submitting a Proposal, the Proposer certifies that it will meet all wage and benefit requirements in the Contract, without exception, for the duration of the Contract, including the Base Term and any and all Option Periods or Extensions.

3. Cost of Proposal

The Proposer shall submit a cost proposal indicating the compensation it expects to receive. The Cost Proposal shall be complete and inclusive of all work required in this RFP and shall include, but not be limited to, material and labor costs, any wages, salaries, health benefits and other supplemental benefits, overheads, profits, and any vehicles and supplies. The Cost Proposal shall be submitted on Attachments C, D, E and F - Cost Proposal Forms, Calculation of Average Hourly Rate Form, Calculation of Annual Salary Positions Forms and Monthly Management Fee Calculation Forms. In addition, the Cost Proposal forms accepted by the Port Authority shall become part of the Contract, upon acceptance by the Port Authority, and are subject to audit in accordance with the Wages, Health, Supplemental Benefits and Salaries requirements hereunder. These forms will be released via a separate addendum.

4. Contractor Identity Check/Background Screening Plan

The Proposer shall submit a Contractor Identity Check/Background Screening Plan, which demonstrates with specificity how the Proposer will ensure that only employees who were successfully prescreened and properly credentialed perform the services herein. This Plan shall be applicable to all years of the Contract and shall include, but not be limited to, the following:

- Specify sources, details and criteria for the check, such as criminal records searches conducted, immigration status, job history, and reference checking;
- Specific measures, services or reviews undertaken to verify employees' identities;
- The length of time researched for the identity check/background screening on new hires, which shall be at a minimum of 10 years of employment history or verification of what an employee documented he/she has done in the last 10 years preceding the date of the investigation;
- Identification of specific resources, technology, subcontractors or firms utilized in the performance of said services;
- The frequency with which employee checks are conducted (example: upon hiring and every six (6) months thereafter).

The Proposer shall provide any other information that is related to the requirements in this Section (Section F), that the Proposer believes would be helpful to the Port Authority in the evaluation of its Proposal.

G. Acknowledgment of Addenda

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

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

H. Acceptance of Standard Contract Terms and Conditions

The Port Authority has attached to this RFP as Attachment B, Part II, Standard Contract Terms and Conditions governing the Contract. The Proposer is expected to agree with these Standard Contract Terms and Conditions. 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. Failure to submit exceptions with the Proposal will preclude Proposers from raising such exceptions at a later time.

I. Background Qualification Questionnaire (To be submitted directly to the Office of the Inspector General)

The Proposer shall submit a completed Background Qualifications Questionnaire (BQQ), required for itself and all consultants, contractors, subcontractors, subconsultants and vendors providing services under this Contract, known to the Proposer at the time of proposal submission. This document and instructions for submitting the completed BQQ to the Authority's Office of Inspector General can be obtained at the Authority's website through the following link:

http://www.panynj.gov/wtcprogress/pdf/PANYNJ_OIG_WTC_BQQP.zip

9. CONDITIONS FOR THE SUBMISSION OF A PROPOSAL

In addition to all other requirements of this RFP, the Proposer agrees to the following conditions for the submission of its proposal.

A. Changes to this RFP

At any time, in its sole discretion, the Port Authority may by written Addenda, modify, correct, amend, cancel and/or reissue this RFP. If an Addendum is issued prior to the date proposals are due, it will be provided to all parties in the medium in which the parties obtained the RFP. If an Addendum is issued after proposals have been received, the Addendum will be provided only to those whose proposals remain under consideration at such time.

B. Proposal Preparation Costs

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

C. Disclosure of Proposal Contents / Use of Ideas and Materials

Proposal information is not generally considered confidential or proprietary. All information contained in the Proposal is subject to the "Agreement on Terms of Discussion" attached hereto as Attachment A.

D. Ownership of Submitted Materials

All materials submitted in response to or in connection with this RFP shall become the property of the Port Authority. Selection or rejection of a Proposal shall not affect this right.

E. Subcontractors

If a Proposer intends to use subcontractor(s) the Proposer should identify in its Proposal the names of the subcontractor(s) and the portions of the work the subcontractor(s) will perform. Only approved subcontractors will be permitted to perform services under this Contract.

F. Conflict of Interest

If the Proposer or any employee, agent or subcontractor of the Proposer may have a possible conflict of interest, 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 Port Authority reserves the right to disqualify the Proposer if, in its sole discretion, any interest disclosed from any source could create a conflict of interest or give the appearance of a conflict of interest. The Port Authority's determination regarding any questions of conflict of interest shall be final.

G. Authorized Signature

Proposals must be signed by an authorized corporate officer (e.g., President or Vice President), General Partner, or such other individual authorized to bind the Proposer to the provisions of its Proposal and this RFP.

H. References

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

I. Evaluation Procedures and Negotiation

Only Proposers that meet the prerequisites may have their proposals evaluated based on the evaluation criteria set forth in this RFP. The Port Authority may use such procedures that it deems appropriate to evaluate such proposals. The Port Authority may elect to initiate contract negotiations with one or more Proposers including negotiation of costs/price(s) and any other term or condition, including modifying any requirement of this RFP. The option of whether or not to initiate contract negotiations rests solely with the Port Authority.

J. Taxes and Costs

Purchases of services and tangible personal property by the Port Authority in the States of New York and New Jersey are generally exempt from state and local sales and compensating use taxes, and from most federal excises (Taxes). All costs associated with the Contract must reflect this exemption and be stated in U.S currency.

K. Most Advantageous Proposal/No Obligation to Award

The Port Authority reserves the right to award the Contract to other than the Proposer proposing the lowest price. The Contract will be awarded to the Proposer whose proposal the Port Authority believes, in its sole discretion, will be the most advantageous to the Port Authority. Neither the release of this RFP nor the acceptance of any response thereto shall compel the Port Authority to accept any proposal. The Port Authority shall not be obligated in any manner whatsoever to any Proposer until a Proposal is accepted by the Port Authority in the manner provided in the Section of this RFP entitled “Proposal Acceptance or Rejection.”

L. Multiple Contract Awards

The Port Authority reserves the right to award multiple Contracts for the work and/or services that are the subject matter of this RFP and Proposers are hereby given notice that they may not be the Port Authority’s only contractor for such work and/or services.

M. Right to Extend Contract

If this is a Proposal for a contract for a term of years, including specified options for renewal, the Port Authority reserves the right to extend the contract term for an additional 120 days, upon the same terms and conditions of the original Contract executed between the Port Authority and the successful Proposer.

N. Rights of the Port Authority

- (1) The Port Authority reserves all its rights at law and equity with respect to this RFP including, but not limited to, the unqualified right, at any time and in its sole discretion, to change or modify this RFP, to reject any and all proposals, to waive defects or irregularities in proposals received, to seek clarification of proposals, to request additional information, to request any or all Proposers to make a presentation, to undertake discussions and modifications with one or more Proposers, or to negotiate an agreement with any Proposer or third person who, at any time, subsequent to the deadline for submissions to this RFP, may express an interest in the subject matter hereof, to terminate further participation in the Proposal process by a Proposer or to proceed with any Proposal or modified proposal, which in its judgment will, under all circumstances, best serve the Port Authority’s interest. The Port Authority may, but shall not be obliged to, consider incomplete proposals or to request or accept additional material or information. The holding of any discussions with any Proposer shall not constitute acceptance of a Proposal, and a Proposal may be accepted with or without discussions.
- (2) No Proposer shall have any rights against the Port Authority arising from the contents of this RFP, the receipt of proposals, or the incorporation in or rejection of information contained in any Proposal or in any other document. The Port Authority makes no representations, warranties, or guarantees that the information contained herein, or in any Addenda hereto, is accurate, complete, or timely or that such information accurately represents the conditions that would be encountered during the performance of the contract. The furnishing of such information by the Port Authority shall not create or be deemed to create any obligation or liability upon it for any

reason whatsoever and each Proposer, by submitting its proposal, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement or promise, of the Port Authority, its directors, officers, agents, representatives, or employees, oral or in writing, shall impair or limit the effect of the warranties of the Proposer required by this RFP or resulting Contract, if any, and the Proposer agrees that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever.

- (3) At any time and from time to time after the opening of the proposals, the Port Authority may give oral or written notice to one or more Proposers to furnish additional information relating to its Proposal and/or qualifications to perform the services contained in this RFP, or to meet with designated representatives of the Port Authority. The giving of such notice shall not be construed as an acceptance of a proposal. Information shall be submitted within three (3) calendar days after the Port Authority's request unless a shorter or longer time is specified therein.

O. No Personal Liability

Neither the Commissioners of the Port Authority, nor any of them, nor any officer, agent or employee thereof shall be charged personally with any liability by a Proposer or another or held liable to a Proposer or another under any term or provision of this RFP or any statements made herein or because of the submission or attempted submission of a Proposal or other response hereto or otherwise.

ATTACHMENT A

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 (FOI Code) 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 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 B - CONTRACT TERMS AND CONDITIONS

TABLE OF CONTENTS

PART I – CONTRACT SPECIFIC TERMS AND CONDITIONS.....	4
Section 1. General Agreement	4
Section 2. Definitions	4
Section 3. Description of Services.....	5
Section 4. Duration	5
Section 5. Adjustment	6
Section 6. Billing and Payment.....	8
Section 7. Time.....	11
Section 8. Audit.....	11
Section 9. Withholding Payments.....	12
Section 10. Liquidated Damages	13
Section 11. Extra Work.....	16
Section 12. Wages, Health, Supplemental Benefits and Salaries.....	17
Section 13. Strategic Partnership Measurement Program (SPMP).....	24
Section 14. Increase/Decrease in Service	25
Section 15. Manager’s Authority	27
Section 16. Superintendent’s Authority.....	27
Section 17. Space Provided to the Contractor	27
Section 18. Parking.....	30
Section 19. Holidays and Weekends.....	30
Section 20. Performance of Services	30
Section 21. Insurance Procured by the Contractor	30
Section 22. Gratuities	32

Section 23. Vehicles for the Guard Transportation Service	32
Section 24. Scheduling – Time Sheets and Records.....	34
Section 25. Teleport Position Duties	35
Section 26. Teleport Position Requirements	39
Section 27. Staten Island Bridges Position Duties	40
Section 28. Staten Island Bridges Position Requirements	43
Section 29. Tunnels, Bridges and Terminals (TB&T) Security Operations Center Position Duties	44
Section 30. Tunnels, Bridges and Terminals (TB&T) Security Operations Center Position Requirements.....	47
The SOC Project Manager, SOC Supervisor and SOC Security Guard Operator:.....	47
Section 32. Port Ivory Position Requirements	49
Section 33. PATH Position Duties (Various Locations)	49
Section 34. PATH Position Requirements (Various Locations)	56
Section 35. WTC Position Duties.....	58
Section 36. WTC Position Requirements	64
Section 37. New York Leased Properties Duties.....	65
Section 38. New York Leased Properties Position Requirements	67
Section 39. New Jersey Properties Position Duties	67
Section 40. New Jersey Properties Position Requirements	69
Section 41. NYLP/NJP/Port Ivory/MOTBY Project Manager Duties.....	70
Section 42. NYLP/NJP/Port Ivory/MOTBY Project Manager Requirements	70
Section 43. GWB Position Duties	71
Section 44. GWB Position Requirements	74
Section 45. NYMT Position Duties.....	75
Section 46. NYMT Position Requirements.....	78
Section 47. NJMT Position Duties.....	78

Section 48.	NJMT Position Requirements.....	81
Section 49.	Tours of Duty.....	81
Section 50.	Schedule of Guard Service	82
Section 51.	Qualifications of Employees	89
Section 52.	Personnel Folders	91
Section 53.	Training Provided by the Contractor	91
Section 54.	Training Provided by the Port Authority	94
Section 55.	Human Resource Development Plan	97
Section 56.	Contractor’s Audit Program.....	97
Section 57.	Uniforms	97
Section 58.	Radios and Other Related Equipment	99
Section 59.	Transitioning Services at Start/Termination of the Contract	102
Section 60.	Intellectual Property	102
Section 61.	Whistleblowing Policy and Ethics Compliance Program for Contractor	103
Section 62.	Miscellaneous.....	104
Section 63.	Background Screening Requirements.....	104
Section 64.	Limitation on Future Contracting.....	105

Exhibit 1 – Guard Service Vehicle Specifications

Exhibit 2 – Uniform Specifications

Exhibit 3 - New Jersey Properties Parking Control Procedures

Exhibit 4 - Information Security Handbook

PART II - STANDARD CONTRACT TERMS AND CONDITIONS

Part I – Contract Specific Terms and Conditions

Section 1. General Agreement

The Contractor agrees to perform designated Unarmed, Uniformed Guard Services (hereinafter sometimes referred to as the “Service”) at The Teleport, located in Staten Island, New York (hereinafter referred to as “The Teleport”), the Bayonne Bridge, located in Bayonne, NJ and Staten Island, NY, the Goethals Bridge located in Elizabeth, NJ and Staten Island, NY, the Outerbridge Crossing located in Perth Amboy, NJ and Staten Island NY, (the bridges collectively hereinafter referred to as “Staten Island Bridges”), Port Ivory, located in Staten Island, NY, Port Authority Trans Hudson facilities (hereinafter referred to as “PATH”), located in Newark, Harrison, Jersey City and Hoboken, New Jersey and Manhattan, New York, the World Trade Center site, (hereinafter referred to as “WTC”), located in Manhattan, New York, the New York Leased Properties, (hereinafter referred to as “NYLP”), located in Manhattan, New York, New Jersey Leased and Owned Properties, (hereinafter referred to as “NJP”), located in Jersey City and Newark, New Jersey, the George Washington Bridge (hereinafter referred to as “GWB”), located in Fort Lee, New Jersey and Manhattan, New York, New Jersey Marine Terminals (hereinafter referred to as “NJMT”), located in Elizabeth and Newark, New Jersey, and New York Marine Terminals (hereinafter referred to as “NYMT”), located in Brooklyn, New York), New York. The Port Authority is acting on behalf of PATH under this Contract.

The Contractor will furnish all labor, supervision, vehicles, uniforms, equipment, including materials, supplies, and do all other things necessary or proper therefore or incidental thereto, all in strict conformance with the provisions of the Contract and as the same may be amended, and the Contractor further agrees to assume and perform all other duties and obligations imposed upon it by this Contract.

The enumeration in these Contract Documents of particular things to be furnished or done at the Contractor’s expense, or without cost or expense to the Port Authority, or without additional compensation to the Contractor shall not be deemed to imply that only things of a nature similar to those enumerated shall be furnished and done; but the Contractor shall perform all work as required without other compensation than that specifically provided, whatsoever changes may be made in the contract, whatsoever work may be required in addition to that required by the contract in its present form, and whatsoever obstacles or unforeseen conditions may arise or be encountered.

Section 2. Definitions

Terms, as used in this agreement

- A. “BOR” or “Breach of Rules”, shall refer to a penalty program at facilities to ensure compliance with federal regulations and Port Authority rules.
- B. The term “CSO” shall mean the Port Authority of New York and New Jersey’s Chief Security Officer.
- C. The term “Manager” or “General Manager” shall mean the person designated by the CSO from time to time to exercise the powers and functions vested in each Manager or General Manager, or his/her designee, at the location where services are to be performed

(The Teleport, Staten Island Bridges, Port Ivory, PATH, the World Trade Center site, the New York Leased Properties, New Jersey Leased and Owned Properties, the George Washington Bridge, New Jersey Marine Terminals and New York Marine Terminals).

- D. The term “Superintendent” shall mean the person designated by the PATH from time to time to exercise the powers and functions vested in the PATH, the Superintendent, or his/her designee.
- E. “Facility” shall mean, The Teleport in the Borough of Staten Island in the city and State of New York, Staten Island Bridges in the Borough of Staten Island in the city and State of New York and the city of Bayonne, State of New Jersey, in the city of Elizabeth and State of New Jersey, in the city of South Amboy, State of New Jersey, Port Ivory in the Borough of Staten Island, in the city and State of New York, PATH, in the cities Newark, Harrison, Jersey City and Hoboken, State of New Jersey, and the Borough of Manhattan in the City and State of New York, the World Trade Center site in the Borough of Manhattan in the City and State of New York, New York Leased Office space in the Borough of Manhattan in the City and State of New York, New Jersey Properties in Jersey City and Newark, the State of New Jersey, George Washington Bridge, in the city of Fort Lee and State of New Jersey and in the Borough of Manhattan in the City and State of New York, New Jersey Marine Terminals, in the cities of Newark and Elizabeth, State of New Jersey, and New York Marine Terminals in the Borough of Brooklyn in the City and State of New York and shall include property, which may have been heretofore or may hereafter be acquired or leased by the Port Authority and made a part of any such Facility.
- F. The Term “Guard” or “Security Agent” may be used interchangeably with respect to the requirements set forth in this Contract.

Section 3. Description of Services

The Contractor shall provide Unarmed, Uniformed Security Guard Services at each Facility including labor, supervision, training, uniforms, equipment, materials and supplies and do all other things necessary or proper therefore or incidental thereto, all in strict accordance with the provisions of this Contract.

The Contractor shall provide labor and services in accordance with the Terms and Conditions set forth herein.

The Contractor’s staff shall also assist the Port Authority in the event of emergencies as deemed necessary by the Port Authority, and coordinate activity with Facility personnel when appropriate. Personnel must be able to speak English fluently to individuals who may need directions or instructions and to communicate with contractor’s staff and Port Authority personnel. The Contractor acknowledges and agrees the work to be performed under this Contract shall be provided at all times in a high quality, courteous and professional manner.

Section 4. Duration

The term of the Contract shall be for a four (4) year period (the “Initial Term”) commencing on or about 12:01 a.m. on March 1, 2014 (said date and time hereinafter sometimes collectively called “the Commencement Date”) and unless sooner terminated or revoked (or

extended) shall expire at 11:59 p.m. on or about February 28, 2018 (said date and time sometimes hereinafter called "the Expiration Date.")

- A. The Port Authority shall have the unilateral right to extend this Contract for two (2) additional two-year option periods (herein after called "Option Periods" or "Option Years") from the Expiration Date originally fixed herein upon the same terms and conditions subject to the following: no later than thirty (30) days prior to the Expiration Date of this Contract as the same may be extended from time to time hereunder, only to the adjustment of charges as herein provided and the Port Authority may send a notice of intention to extend the term of this Contract, as aforesaid, and the term of the Contract shall thereupon be extended for the applicable Option Period.
- B. The Port Authority shall have the unilateral right to extend this Contract for a one hundred twenty (120) day period ("Extension Period") from the Expiration Date or upon the expiration of any Option Period, if taken. All Contract terms, conditions and costs in effect immediately prior to the extension period shall remain in effect for such extension without escalation. The Port Authority shall notify the Contractor in writing at least thirty (30) days prior to the Expiration Date herein above establish that the Contract term is so extended.

Section 5. Adjustment

- A. For services not provided at the NJMT and/or the NYMT

As used herein, "CPI" or "Consumer Price Index" or "Price Index" shall mean the Consumer Price Index for All Urban Consumers, Series ID: CUURA101 SA0L2, Not Seasonally Adjusted, New York - Northern New Jersey - Long Island NY-NJ-CT-PA, All Items Less Shelter, (1982-84=100) published by the Bureau of Labor Statistics of the United States Department of Labor. There shall be no adjustments made to wage(s), salary(s), price(s), pricing(s) cost(s), charge(s) by the Port Authority to the Contractor (vendor) during the four (4) year base period.

- 1. For the first year of the first two-year Option Period the Price Index, as defined in paragraph (a), shall be determined based upon the months of August 2016 and August 2017. The amounts payable to the Contractor in effect during the fourth year of the initial term of the contract shall be multiplied by a fraction, the numerator of which shall be the Price Index for August 2017 and the denominator of which shall be the Price Index for August 2016. The resulting product shall be the amounts payable during the first year of the first two-year Option Period.
- 2. For the second year of the first two-year option Period the Price Index, as defined in paragraph (a), shall be determined based upon the months of August 2017 and August 2018. The Amounts payable to the Contractor in the fifth year of the term of the contract shall be multiplied by a fraction, the numerator of which shall be the Price Index for August 2018 and the denominator of which shall be the Price Index for August 2017. The resulting product shall be the amounts payable during the second year of the first two-year Option Period.
- 3. For the first year of the second two-year Option Period the Price Index, as defined in paragraph (a), shall be determined based upon the months of August 2018 and August

2019 The amounts payable in effect during the sixth year of the term of the contract shall be multiplied by a fraction, the numerator of which shall be the Price Index for August 2019 and the denominator of which shall be the Price Index for August 2018. The resulting product shall be the amounts payable during the first year of the second two-year Option Period.

4. For the second year of the second two-year Option Period the Price Index, as defined in paragraph (a), shall be determined based upon the months of August 2019 and August 2020. The amounts payable in effect during the seventh year of the term of the contract shall be multiplied by a fraction, the numerator of which shall be the Price Index for August 2020 and the denominator of which shall be the Price Index for August 2019. The resulting product shall be the amounts payable during the second year of the second two-year Option Period.

In the event of a change in the basis or the discontinuance of the publication by the United States Department of Labor of the Price Index, such other appropriate index shall be substituted as may be agreed to by the parties hereto as properly reflecting changes in value of the current United States money in a manner similar to that established in the said Price Index used in the latest adjustment. In the event of the failure of the parties to so agree, the Port Authority may select and use such index, as it seems appropriate.

Notwithstanding the provisions of this section, in no event shall any adjustment hereunder be greater than three percent (3%) per annum or less than zero percent (0%) per annum.

In the event the amounts payable to the Contractor as set forth on the Pricing Sheet(s), as applicable, shall be adjusted hereunder, then, simultaneously with such adjustment, the Average Hourly Direct Wages and the Supplemental Benefits as set forth in the "Calculation of Average Hourly Rate Form" and accepted by The Port Authority (cumulatively the "employee payments") shall also be adjusted by multiplying said amounts, as the same may have been previously adjusted hereunder, by the same fraction set forth in the applicable paragraph above, which was used to adjust the amounts payable to the Contractor in the corresponding year in the Base Term or Option Period, as applicable, and thereafter such adjusted employee payments shall be in effect and payable as though set forth in this Contract. The Contractor shall pay and provide the same to employees hereunder and shall comply with all the terms and provisions of the section of the Contract entitled "Wages, Health and Supplemental Benefits". At the commencement of each Option Period, if any, the Contractor shall submit to the Port Authority its plan to ensure its compliance with the employee payments requirement in effect during such coming Option Period.

In the event that the Consumer Price Index is not available for any specified month as herein above set forth within the time set forth for payment, such Consumer Price Index for the last month then published shall be used to constitute the Consumer Price Index. In the event that adjustment is calculated to be zero or negative, the effective adjustment shall be zero for that period with respect to the Average Hourly Direct Wages and the Supplemental Benefits required herein. Nothing herein shall prevent a Contractor from raising wages or increasing benefits at its own discretion without further compensation by

the Port Authority.

In the event of a change in the basis for the computation of the said Index or the discontinuance of its publication, such other appropriate index shall be substituted as may be agreed upon by the Authority and the Contractor as properly reflecting changes in the value of the current United States money in a manner similar to that established in the said Price Index. In the event of the failure of the parties to so agree, the Port Authority may select and use such index, as it seems appropriate.

The amounts payable to the Contractor during the 120-day Extension Period shall not be subject to adjustment.

If, after an adjustment referred to in this Section, the Index used for computing such adjustment shall be changed or adjusted, then the amounts payable to the Contractor for that period shall be recomputed. If such re-computation results in a smaller increase in the amount payable for such period, then after notification of the change or adjustment, the recomputed amounts shall be in effect and upon demand by the Port Authority, the Contractor shall refund to the Port Authority excess amounts theretofore paid by Port Authority for such period.

- B. For services at the New Jersey Marine Terminals, New York Marine Terminals, and Red Hook Container Terminals Only.

Hourly rates payable to the Contractor for the New York Marine Terminal Gateman Tier 1 and Tier 2, New Jersey Marine Terminal Gateman Tier 2, and the Red Hook Container Terminal Roundsman shall be adjusted effective January 1st for each calendar year of the base term of this Contract including any options period or extension if taken, by the amount of the annual adjustment, if any, approved and agreed to by the New York Shipping Association and the Port Police and Guards Union.

Section 6. Billing and Payment

- A. The Contractor's sole compensation in full and complete consideration for the performance of all its obligations under this Contract shall be an amount equal to the sum of the following:
- 1) For each hour expended by Security Agents, Security Operations Center Agents, Central Security Station Agents, Tour Supervisors, Assistant Lead Tour Supervisor, Lead Tour Supervisor, Guards, Gatemen, Roundsmen, Identification Office Specialists, Office Specialists, Operations Specialists, Technology Officers and Supervisors, the applicable Hourly Charge as set forth in the Cost Proposal Forms multiplied by the actual number of hours of post coverage satisfactorily completed, and;
 - 2) For each vehicle provided for use hereunder, and for each month for which it is satisfactory provided, the applicable Monthly Charge Per Vehicle set forth in the Cost Proposal Forms, and;
 - 3) For each month during which guard services are provided at each Facility or group of Facilities separately described in the Cost Proposal Forms, the applicable Monthly Management Fee for each Facility or group of Facilities, as set forth by the Proposer

in the Cost Proposal Forms, and

- 4) For Extra Work as approved by the Manager compensation shall be pursuant to the clause entitled "Extra Work."
- B. Payment of the foregoing by the Port Authority to the Contractor shall be made in monthly installments in accordance with the following:
- 1) The form of submission of all invoices for payment to the Contractor by the Port Authority for services rendered under this Contract shall be as directed by the individual Facility Manager or Superintendent from time to time, including but not limited to, format, breakdown of items presented and verifying records. On or before the tenth day of the month following the month in which the Commencement Date occurs and on the tenth day of each and every calendar month thereafter during the term of this Contract including the calendar month following the month of expiration, termination or revocation of this Contract, the Contractor shall submit to the specific Facility Manager or Superintendent, a separate itemized invoice for each calendar month setting forth the amount due to the Contractor for the preceding calendar month, if any.
 - 2) Payment shall be made in monthly installments consisting of an amount equivalent to the total of all the compensation for the services satisfactorily provided during the relevant billing period, each installment to be made as follows: within thirty (30) calendar days of receipt of the Contractor's invoice, the Port Authority shall pay to the Contractor the amount set forth therein, subject to any corrections required by the Facility Manager or PATH Superintendent or to any other adjustments as provided elsewhere herein.
 - 3) In the event an audit of the Contractor's books and records should indicate that the amount due to the Contractor for any billing period is less than the amount paid by the Port Authority, the Contractor shall pay to the Port Authority the difference promptly upon receipt of the Port Authority's statement thereof. The Port Authority may, however, in its discretion elect to deduct said sum or sums from any subsequent payments to the Contractor.
 - 4) In the event any invoice required hereunder to be submitted to the Port Authority is not submitted to the Port Authority within the time specified, then the time in which the Port Authority is obligated to pay the amount covered by said invoice to the Contractor hereunder shall be extended so that in all cases the Port Authority shall not be required, pursuant to this Section, to pay any amount to the Contractor prior to the thirty (30) day period set forth herein for payment.
 - 5) It is expressly understood and agreed that all costs of the Contractor of whatever kind or nature and whether imposed directly upon the Contractor under the terms and provisions hereof or in any other manner whatsoever because of the requirements of the operation of the guard service or otherwise under this Agreement shall be borne by the Contractor and without compensation or reimbursement from the Port Authority, except as specifically set forth in this Contract.
 - 6) "Final Payment", as the term is used throughout this Contract, shall be the payment

made for services rendered in the last month of the Initial Term, or, if the Contract is extended then Final Payment shall be the payment made for services rendered in the last month of the extended term. However, should this Contract be terminated for any reason prior to the 48th month of the Initial Term or prior to the last month of any extended term, then Final Payment shall be payment for services rendered in the month during which termination becomes effective. The acceptance by the Contractor, or by anyone claiming by or through it, of Final Payment shall operate as a release to the Port Authority of all claims and of all liability to the Contractor for all things done or furnished in connection with the Contract and for every act and omission of the Port Authority and others relating to or arising out of the Contract, including claims arising out of breach of Contract and claims based on claims of third persons. No payment, however, final or otherwise, shall operate to release the Contractor from any obligations in connection with this Contract.

- 7) The Contractor's agreement as provided in the immediately preceding paragraph shall be deemed to be based upon the consideration forming part of this Contract as a whole and not to be gratuitous; but in any event even if deemed gratuitous and without consideration, such agreement as provided in the immediately preceding paragraph shall nevertheless be effective. Such release shall include all claims, whether or not in litigation and even though still under consideration by the Port Authority. Such release shall be effective notwithstanding any purported reservation of right by the Contractor to preserve such claim. The acceptance of any check designated as "Final Payment" or bearing any similar designation shall be conclusively presumed to demonstrate the intent of the Contractor that such payment was intended to be accepted as final, with the consequences provided in this clause, notwithstanding any purported reservation of rights.
- 8) The Contractor agrees that he shall not be entitled to, and hereby waives any right he might otherwise have to, and shall not seek any judgment whether under this Contract or otherwise for any such Final Payment or for an amount equivalent thereto or based thereon, or for any part thereof, if such judgment would have the effect of varying, setting aside, disregarding or making inapplicable the terms of paragraphs (6) and (7) of this section or have the effect in any way of entitling the Contractor to accept such Final Payment or an amount equivalent thereto or based thereon or any part thereof other than in the same fashion as a voluntary acceptance of a Final Payment subject to all the terms of this Contract including this paragraph, unless and until the Contractor should obtain a judgment on any claim arising out of or in connection with this Contract (including a claim based on breach of Contract) for an amount not included in said Final Payment. In any case in which interest is allowable on the amount of the Final Payment, or any other payment, such interest shall be at the rate of 6% per annum for the period, if any, in which such interest is due.
- 9) Without limiting the generality of any other term or provision hereof, the Contractor understands it will not be separately reimbursed for the cost of any Project Manager or for any other costs, including phone charges, office supplies and other related costs, unless those costs are shown on the Cost Proposal Form because such costs are considered the Contractor's responsibility and are covered by the Management fees. The Contract shall provide clerical support as required, which is not to be considered

post coverage hereunder and will not be included in the post hours for which the Port Authority is to be billed.

- 10) The Contractor shall submit all invoices for services provided at a particular Facility to the attention of the Security Manager at the Facility where services are performed.

The Contractor shall furnish a quarterly report within thirty (30) days of the end of a Port Authority defined fiscal quarter, detailing all invoices submitted in that quarter. The Contractor shall indicate which invoices were paid and the amount paid. The quarterly report should include but is not limited to the following: invoice number, payment by type (i.e., monthly total lump sum, extra work, etc. time sheets, training schedules, employee/company license reports, approved reimbursable items, equipment inventory contractor third party agreements). The report shall be submitted to the CSO.

Copies of all finalized invoices and quarterly reports shall be mailed to:

The Port Authority of NY & NJ
Office of Chief Security Officer
Attention: Joseph Dunne
225 Park Ave South, 15th Floor
New York, NY 10003

Section 7. Time

The Contractor shall not commence the performance of any work on Port Authority premises until the Contractor has received notice from the Port Authority that the insurance provided by the firm in accordance with Section 22 hereof entitled: "Insurance to be Procured by the Contractor" is satisfactory, as evidenced by the certificate to be furnished under said clause. The Contract term shall not be extended on account of the time required to furnish the documents referred to above, but the Port Authority shall give notice to the Contractor within five (5) days after receipt of the Certificate of Insurance as to whether or not such insurance is satisfactory.

The Contractor's obligations for the performance and completion of all work within the time or times provided for this Contract are of the essence of this Contract. The Contractor guarantees that it can and will complete performance under this Contract within the times herein stipulated.

Section 8. Audit

The Port Authority has the unlimited right to audit any section, provision, detail or obligation under this contract with no restriction. The Contractor shall provide system access and reasonable assistance to the Port Authority's External and Internal Audit staff or its consultants in auditing Contractor's performance of work under the contract, including producing specific requested information, extraction of data and reports. The Contractor shall support requests related to audits of the Contract and administration tasks and functions covered by this Contract. The Contractor shall ensure the same level of access is provided to the records of any subcontractor performing work under the Contract.

The Port Authority reserves the right to use and load security and system software to evaluate

the level of security and vulnerabilities in all systems which control, collect, dispense, contain, manage, administer, or monitor information “owned” by the Port Authority.

The Port Authority shall have access during normal business hours to all records and documents of the Contractor relating to any service provided under this Contract. All Contractor records shall be kept and documents of subcontractors, if applicable. Such access shall be given or obtained during the term of the Contract and for a period of three (3) years after Final Payment to the Contractor, provided, however, if within the aforesaid three year period the Port Authority notified the Contractor in writing of a pending claim by the Port Authority under or in connection with this Contract to which any of the aforesaid records and documents of the Contractor or of its subcontractors relate either directly or indirectly, then the period of such right of access shall be extended to the expiration of six (6) years from the date of Final Payment with respect to the records and documents involved.

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

Unless otherwise approved by the Port Authority, all records required to be retained shall be kept at all times within the Port District and, during such time, the Contractor shall permit, (and shall cause its subcontractors to permit) during ordinary business hours, the examination and audit of such records and books of account by the duly authorized representatives of Port Authority. If Contractor receives approval from the Port Authority to keep any records related to this Contract outside of the Port District, the Contractor shall be responsible for the cost for transportation and accommodations and other related expenses for Port Authority representatives seeking access to such records and this cost shall be borne solely by Contractor.

As set forth in Section 6. Entitled Billing and Payment, subsection B.3), the Port Authority may, in its discretion, elect to deduct the total sum determined to be due to the Port Authority as the result of any Audit conducted by the Port Authority. Such amount may be deducted from any subsequent payment payable to the Contractor under this Contract. The Port Authority audit findings shall be final and are not subject to Contractor appeal.

Section 9. Withholding Payments

- A. In addition to any other rights granted to the Port Authority hereunder, the Port Authority shall have the right from time to time and at any time during the term of this Contract to withhold from any payment otherwise due and payable to the Contractor such sums as the Authority’s Manager or Superintendent may deem necessary or desirable to protect the Port Authority against failure or delay in performance by the Contractor of its obligations hereunder, which right may be exercised by the Port Authority with or without revoking or terminating this Contract. If, however, the payment of any amount due the Contractor shall be improperly withheld in accordance with the foregoing, the Port Authority shall pay the Contractor interest thereon at the rate of 6% per annum for the period the payment is withheld, it being agreed that such interest shall be in lieu of and in liquidation of damages to the Contractor because such payment is withheld.
- B. If the Port Authority has paid any sum or has incurred any obligation or expense which

the Contractor has agreed to pay or reimburse the Port Authority, or if the Port Authority is required or elects to pay any sum or sums or incurs any obligation or expense by reason of the failure, neglect or refusal of the Contractor to perform or fulfill any one or more of the conditions, promises or agreements contained in this Agreement, or as a result of any act or omission of the Contractor contrary to the said conditions, promises and agreements, the Contractor shall pay to the Port Authority the sum or sums so paid or the expense so incurred, including all interest, costs and damages, promptly upon the receipt of the Port Authority's statement therefore. The Port Authority may, however, in its discretion, elect to deduct said sum or sums from any payments payable by it to the Contractor.

Section 10. Liquidated Damages

- A. In the event that the Contractor fails to satisfactorily provide Security Agent Service, Central Security Station Agent Service, Security Operations Center Agent Service, Identification Office Specialist Service, Guard Service, Gatemen Service, Central Security Station Guard Station Service, Tour Supervisor Service, Assistant Lead Tour Supervisor Service or Lead Tour Supervisor Service, as required under this Contract, then inasmuch as the damage and loss to the Port Authority, including disruption of the operation at the Facility and disruption of Security at the Facility, which will result from the non-performance of the Service not performed, cannot be easily calculated and will be incapable of accurate estimation, then in lieu of and in liquidation of damages for such breach, the amount payable by the Port Authority to the Contractor hereunder shall be reduced by an amount equal to the product obtained by multiplying two-hundred (200%) of the applicable hourly charge or charges set forth in the Contractor's Cost Proposal, accepted by the Port Authority, as the same may have been adjusted, by the number of hours and major fractions thereof (quarter hours) that the Contractor fails to provide the Services (it being understood that in no event shall any amount be payable by the Port Authority for Service hours not actually provided by the Contractor), said amount or amounts to be deducted from any sums due and owing from the Port Authority to the Contractor as the Port Authority shall determine from time to time, in its sole discretion.
- B. In the event that the Contractor fails to satisfactorily provide or perform any Project Manager Service, Roundsmen Service, or WTC Security Technology Specialist Service and perform such service in accordance with the requirements set forth elsewhere in this Agreement, then inasmuch as the damage and loss to the Port Authority, from the disruption of the operation of any Facility and disruption of security at the Facility which will result from the non-performance of said duties cannot be easily calculated and will be incapable of accurate estimation, then in lieu of and in liquidation of damages for such breach, the amount payable by the Port Authority to the Contractor hereunder shall be reduced by an amount equal to the product obtained by multiplying Seventy-five Dollars and No Cents (\$75.00) per hour by the number of hours and major fractions thereof (quarter hours) that the Contractor shall fail to provide said services as required, said amount or amounts to be deducted from any sums due and owing from the Port Authority to the Contractor hereunder as the Port Authority shall determine from time to time in
- C. In the event that, for any reason, any required guard service vehicle shall not be available when required for use in providing the Service for any day or portion thereof, then,

inasmuch as the damage and loss to the Port Authority, including disruption of the operation of a Facility and disruption of the security service at a Facility which will result from the non-availability of such guard service vehicle cannot be easily calculated and will be incapable of accurate estimation, then in lieu of and in liquidation of damages for such breach, the amount payable by the Port Authority to the Contractor hereunder shall be reduced by an amount equal to the product obtained by multiplying two hundred percent (200%) of the applicable daily vehicle rate (determined by dividing the applicable monthly vehicle rate by the number of calendar days in the applicable month) by the number of days (full and partial) that the Contractor fails to provide each guard service vehicle, said amount or amounts to be deducted from any sums due and owing from the Port Authority to the Contractor hereunder as the Port Authority shall determine from time to time in its sole discretion.

- D. In the event that, for any reason, any two-way voice communications equipment or wireless phones or the required number of contingency radios shall not be available or operational when needed for use in providing the Guard Service for any day or portion thereof, then, inasmuch as the damage and loss to the Port Authority, including disruption of the operation of the Facility and disruption of the security service at the Facility which will result from the non-availability of such equipment, cannot be easily calculated and will be incapable of accurate estimation, then in lieu of and in liquidation of damages for such breach, the amount payable by the Port Authority to the Contractor hereunder shall be reduced by an amount equal to Fifty Dollars and No Cents (\$50.00) per day per unavailable unit multiplied by the number of days or major fractions thereof that the Contractor fails to provide any two-way voice communications equipment or wireless phones or contingency radios, said amount or amounts to be deducted from any sums due and owing from the Port Authority to the Contractor hereunder as the Port Authority shall determine from time to time in its sole discretion.
- E. In the event that, for any reason, the Contractor fails to maintain or to provide or have available when required or requested by the Port Authority any documentation, reports or records such as Wage Compliance records, training records, or any other documentation required here under as required, then, inasmuch as the damage and loss to the Port Authority, including disruption of the operation of the Facility and disruption of the security service at the Facility which will result from such non- performance cannot be easily calculated and will be incapable of accurate estimation, then in lieu of and in liquidation of damages for such breach, the amount payable by the Port Authority to the Contractor hereunder shall be reduced by an amount equal to One Hundred Dollars and No Cents (\$100.00) per day per document/report/record multiplied by the number of days or major fractions thereof that the Contractor fails to maintain or provide any documentation, reports or records, said amount or amounts to be deducted from any sums due and owing from the Port Authority to the Contractor hereunder as the Port Authority shall determine from time to time in its sole discretion.
- F. In the event that the Contractor's employee fails to comply with the uniform and identification requirements as set forth herein, then the amount payable hereunder shall be reduced by an amount equal to One Hundred Dollars and No Cents (\$100.00) per violation, multiplied by the number of days or major fractions thereof that the Contractor

employees fail to comply with the uniform and/or identification requirements.

- G. In the event the Contractor fails to comply with the background check program requirements accepted by the Port Authority and made a part of this Contract or the license check requirements as set forth herein, then the amount payable hereunder shall be reduced by an amount equal to One Hundred Dollars and No Cents (\$100.00) per infraction, multiplied by the number of days the Contractor fails to comply with the background and/or license requirements, said amount or amounts to be deducted from any sums due to owing from the Port Authority to the Contractor as the Port Authority shall determine from time to time, in its sole discretion.
- H. In the event the Contractor utilizes any other item, including equipment, vehicles, radios or phones not specified in any other liquidated damage provision, in a manner not related to the performance of Services under this Contract, such as in the performance of services for other stakeholders at the facilities or for itself, the Port Authority shall be entitled to liquidated damages in the amounts set forth herein. For equipment, such as vehicles, which have applicable unit prices, the amount payable by the Port Authority to the Contractor hereunder shall be reduced by an amount equal to the product obtained by multiplying two times the applicable unit prices set forth in the Contractor's Pricing form accepted by the Port Authority and made a part of this Contract, as the same may have been adjusted, by the number of hours or fractions thereof that the Contractor has utilized the item in a manner not related to the performance of Services hereunder, said amount or amounts to be deducted from any sums due to owing from the Port Authority to the Contractor as the Port Authority shall determine from time to time, in its sole discretion. Where there is no unit price set forth in the Contractor's Pricing Form accepted by the Port Authority and made a part of this Contract, an amount equal to One Hundred Dollars and No Cents (\$100.00) per violation, multiplied by the number of days the Contractor has utilized the item in a manner not related to the performance of services herein, said amount or amounts to be deducted from any sums due to owing from the Port Authority to the Contractor as the Port Authority shall determine from time to-time, in its sole discretion.
- I. In the event the Contractor fails to submit a draft Whistleblower Policy plan in accordance with Section 61 in the time specified therein, fails to implement the Whistleblower Policy in the time frame agreed upon and accepted by the Port Authority, or fails to relay any and all reports and allegations related to Work under this Port Authority Contract or concerning Port Authority employees immediately, then the amount payable hereunder shall be reduced by an amount equal to One Hundred Dollars and No Cents (\$100.00) per violation, multiplied by the number of days or infractions thereof the Contractor fails to provide a draft plan, fails to implement an acceptable policy, fails to comply with any other Whistleblower Policy requirements, said amount or amounts to be deducted from any sums due to owing from the Port Authority to the Contractor as the Port Authority shall determine from time to time, in its sole discretion.
- J. In the event that the Port Authority assesses Liquidated Damages during the term of the Contract (inclusive of all Option Periods and Extensions), on more than five (5) occasions for any single section cited above, A. through J., then commencing on the sixth occasion the Port Authority shall assess Liquidated Damages in an amount equal to 200%

of the amount indicated above as the appropriate liquidated damage for the specific section cited for each infraction thereafter.

The CSO, or his designee Manager for the site of work where the unsatisfactory performance took place, shall determine whether the Contractor has performed in a satisfactory manner and his or her determination shall be final, binding and conclusive upon the Contractor.

Failure of the CSO or Manager or the Port Authority to impose liquidated damages shall not be deemed Port Authority acceptance of unsatisfactory performance or failure to perform on the part of the Contractor.

Nothing contained in this Section nor the exercise of any right by the Port Authority hereunder shall be deemed to be a waiver or relinquishment by the Port Authority of any other right it may have hereunder including any right to terminate this agreement based on the Contractor's breach or at law or in equity.

Section 11. Extra Work

- A. Extra Work as used herein shall mean the supply of supervision, personnel, equipment, materials and other services which differ from that implied or expressly required under the Contract in its present form not including new and/or additional Unarmed, Uniformed Security Guard Services and increased Unarmed, Uniformed Security Guard Service hours or any other item of work compensated through the Pricing Sheets.

The Contractor shall provide separate additional personnel, equipment, materials and/or services for Extra Work as hereinabove defined, when requested by any Manager or Superintendent on not less than twenty four (24) hours oral notice from the Manager or Superintendent, except in case of an emergency when not less than four (4) hours oral notice may be given, which will be confirmed in writing by the Manager or Superintendent to the Contractor. The Contractor will be compensated for the separate additional personnel, at the hourly rate set forth on the Cost Proposal as appropriate to the nature of the work. Written records must be maintained by the Contractor evidencing all hours of additional personnel supplied hereunder along with such reports as are required by the Manager or Superintendent. If no hourly rate is set forth, the Manager or Superintendent may agree with the Contractor on the appropriate rate. If they cannot agree compensation shall be at the Contractor's Cost of Labor plus five percent (5%).

"Cost of Labor" means the wages actually paid to and received by such employees plus a proper proportion of (a) Supplemental Benefits and other assessments which the employer actually pays pursuant to contractual obligations on the basis of such wages and (b) taxes actually paid by the employer pursuant to law upon the basis of such wages.

- B. In the case of purchased or leased equipment, materials, supplies and other things the Port Authority will pay to the Contractor an amount equal to the net cost to the Contractor of such items plus ten percent (10%) thereof. All equipment, materials, supplies and other things supplied by the Contractor and the cost thereof (which shall be at reasonable market rates under the then existing circumstances) shall be subject to the prior approval of the Manager or Superintendent. Unless otherwise directed by the Manager or Superintendent, the Contractor shall seek at least three bids for the supply of same and

shall maintain full documentation of same. The Manager or Superintendent may agree with the Contractor upon a lump sum or other appropriate rate in lieu of the formula set forth in this paragraph.

- C. The exercise by the Manager or Superintendent of the powers and authorities vested in him or her or hereby this section shall be binding and final upon the Port Authority and the Contractor.
- D. The total cost of all Extra Work performed by the Contractor shall not exceed 6% of estimated Contract cost for the Initial Term or any Option or Extension Period if taken.
- E. Extra Work shall be billed to the Port Authority on a separate invoice on a monthly basis.

Section 12. Wages, Health, Supplemental Benefits and Salaries

A. Definitions:

- 1) **“Average Health Benefits”** shall be calculated by dividing the sum of the Health Benefits paid or provided for Straight-time hours worked by all Employees in each Employee category by the number of Straight-time hours worked by the Employees in such category.
- 2) **“Average Hourly Direct Wages”** shall be calculated by dividing the sum of the direct hourly Straight-time wages paid to all Employees in each Employee category by the number of Straight-time hours worked by the Employees in such category.
- 3) **“Average Supplemental Benefits”** shall be calculated by dividing the sum of the Supplemental Benefits, which shall exclude Health Benefits, paid or provided for Straight-time hours worked by all Employees in each Employee category by the number of Straight-time hours worked by the Employees in such category.
- 4) **“Contract Year”**, as used in this Agreement shall mean the twelve (12) month period commencing on the Commencement Date of the Contract and each successive twelve (12) month period thereafter or such portion of a twelve (12) month period that the Contract is in effect if the Contract should expire or be terminated on other than the last day of such twelve (12) month period.
- 5) The **“Cost of Health Benefits”** shall mean the cost to the Contractor (and its subcontractors) of such benefits that meet the requirements of this Contract for providing health coverage for Employees and their families.
- 6) The **“Cost of Supplemental Benefits”** shall mean the cost to the Contractor (and its subcontractors) of all remuneration for employment provided to Employees in any medium other than cash, including payments which are not Wages within the meaning of this numbered clause.
- 7) **“Direct Wages”** shall mean monetary amounts paid by the Contractor or its subcontractor(s) to its Employees for straight time (non-overtime) hours worked, including shift differentials, if any. Employee incentive plan payments are not included as Direct Wages.
- 8) **“Employee”** shall mean any person, employed by the Contractor or its subcontractors, to perform any of the Services required under this Contract, excluding

those holding salaried positions set forth in the paragraph below entitled “Minimum Direct Salary.”

- 9) **“Full Time Employee”** (F.T.E.) shall mean any person or Employee who is paid on a straight time hourly basis, working on such a compensation basis for a minimum of thirty (30) hours during a seven (7) day consecutive period continually (including vacation, sick leave, etc.) throughout each Contract Year. Time for which an Employee is paid on an overtime or premium time basis shall not be counted in determining the thirty (30) hours requirement. The Port Authority will not reimburse the Contractor for any overtime without the Port Authority’s prior written consent.
 - 10) **“Health Benefits”** shall mean benefits, other than Supplemental Benefits, as hereinafter defined, paid or covered under health insurance plans, to cover the costs of healthcare for Employees and their families.
 - 11) **“Minimum Direct Hourly Wages”** shall mean the levels of fair wages determined by the Port Authority for Employees in each Employee category based on certain benchmarks or other prevailing standards. Employees may not receive Direct Wages lower than the Minimum Hourly Wages stated hereunder.
 - 12) **“Straight-time”** shall mean the non-overtime hours actually worked by Employees under this Contract and shall include the time an Employee spends at roll call, whether or not paid; however, meal periods and relief time shall be excluded, whether or not paid.
 - 13) **“Supplemental Benefits”** shall mean benefits, other than Health Benefits, provided to Employees, including, but not limited to: fair and reasonable vacation allowances, sick leave, holiday, jury duty, birthday, welfare, retirement and non-occupational disability benefits, life, accident, or other such types of insurance that are not required by law, but excluding Health Benefits.
- B. Supplemental Benefits including but not limited to holiday, sick time and vacation time that are payable in one year but not paid until the following year are allowed to be included in the computation of benefits until they are paid.

For example: Assume an Employee begins working for the Contractor on January 1, 2013. Although the Employee earns 10 vacation days, he/she cannot take them until he/she has worked for the Contractor for one year. The Employee finally takes his/her vacation in February 2014. The Employee’s vacation benefits were earned in 2013 but were never paid. Therefore, the Contractor may not include the Employee’s vacation benefits in the computation of Supplemental Benefits until 2014 when it is actually paid. If the Employee is permitted to take vacation in 2013, but chose not to do so until 2014, the vacation time will be credited retroactively and applied in the computation of benefits for the year 2013.

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

i. Minimum Direct Hourly Wages

The following values represent the Minimum Direct Hourly Wage(s)* for each year of the four (4) year base period.

Minimum Wage				
	3/1/14 - 2/28/15	3/1/15 - 2/29/16	3/1/16- 8/31/17	3/1/17- 2/28/18
<u>Teleport Identification Office Specialist</u>	TBD	TBD	TBD	TBD
<u>Teleport Security Operations Specialist</u>	TBD	TBD	TBD	TBD
<u>Teleport Lead Tour Supervisor</u>	TBD	TBD	TBD	TBD
<u>Teleport Tour Supervisor</u>	TBD	TBD	TBD	TBD
<u>SIB Security Agent</u>	TBD	TBD	TBD	TBD
<u>SIB Identification Office Specialist</u>	TBD	TBD	TBD	TBD
<u>SIB Tour Supervisor</u>	TBD	TBD	TBD	TBD
<u>Port Ivory Security Guard</u>	TBD	TBD	TBD	TBD
<u>Port Ivory Tour Supervisor</u>	TBD	TBD	TBD	TBD
<u>PATH Security Agent</u>	TBD	TBD	TBD	TBD
<u>PATH Central Security Station Agent</u>	TBD	TBD	TBD	TBD
<u>PATH Tour Supervisor</u>	TBD	TBD	TBD	TBD
<u>WTC Security Agent</u>	TBD	TBD	TBD	TBD
<u>WTC Identification Office Specialist</u>	TBD	TBD	TBD	TBD
<u>WTC Central Security Station Agent</u>	TBD	TBD	TBD	TBD
<u>WTC Tour Supervisor</u>	TBD	TBD	TBD	TBD
<u>WTC Assistant Lead Supervisor</u>	TBD	TBD	TBD	TBD
<u>WTC Lead Tour Supervisor</u>	TBD	TBD	TBD	TBD
<u>WTC Security Technology Officer</u>	TBD	TBD	TBD	TBD
<u>NYLP Security Agent</u>	TBD	TBD	TBD	TBD
<u>NYLP Lead Tour Supervisor</u>	TBD	TBD	TBD	TBD
<u>NYLP Supervisor</u>	TBD	TBD	TBD	TBD
<u>NJP Security Agent</u>	TBD	TBD	TBD	TBD
<u>NJP Lead Tour Supervisor</u>	TBD	TBD	TBD	TBD
<u>NJP Supervisor</u>	TBD	TBD	TBD	TBD

<u>GWB Security Agent</u>	TBD	TBD	TBD	TBD
<u>GWB Tour Supervisor</u>	TBD	TBD	TBD	TBD
PATH Lead Tour Supervisor	TBD	TBD	TBD	TBD
PATH SOC/CSS Supervisor	TBD	TBD	TBD	TBD
<u>NYMT Security Guard Tier 1</u>	TBD	TBD	TBD	TBD
<u>NYMT Security Gateman Tier 1</u>	TBD	TBD	TBD	TBD
<u>NYMT Roundsman Tier 1</u>	TBD	TBD	TBD	TBD
<u>NYMT Security Guard Tier 2</u>	TBD	TBD	TBD	TBD
<u>NYMT Security Gateman Tier 2</u>	TBD	TBD	TBD	TBD
<u>NYMT Roundsman Tier 2</u>	TBD	TBD	TBD	TBD
<u>NJMT Port Roundsman</u>	TBD	TBD	TBD	TBD
<u>NJMT Security Gateman Tier 1</u>	TBD	TBD	TBD	TBD
<u>NJMT Security Gateman Tier 2</u>	TBD	TBD	TBD	TBD
<u>NJMT Security Guard Tier 1</u>	TBD	TBD	TBD	TBD
<u>NJMT Security Guard Tier 2</u>	TBD	TBD	TBD	TBD
<u>NJMT Identification Office Specialist</u>	TBD	TBD	TBD	TBD
Teleport Security Agent	TBD	TBD	TBD	TBD

* Please note if Contractor proposes and the Port Authority accepts, higher direct hourly minimum wage(s) than those listed above, then the new proposed wage(s) are subject to Port Authority acceptance and shall become the new Minimum Direct Hourly Wage(s).

ii. Minimum Direct Salary*

The Contractor, in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide), not less than the Annual Salaries as set forth in the Calculation of Annual Salaried Position Form accepted by the Port Authority and made a part of the Contract for the following management positions:

1. Teleport/Staten Island Bridges/Project Manager
2. PATH Project Manager
3. WTC Project Manager
4. GWB Project Manager
5. NYLP / NJP / Port Ivory/ MOTBY Project Manager
6. NYMT/NJMT Project Manager

* The Contractor will determine the salary and shall process Calculation for Annual

Salaried Positions forms and then transpose the resulting annual salary rate onto the Monthly Management Fee Calculation Breakdown forms; such salaries are exclusive of any supplemental or other types of benefits required by law.

- D. The Contractor, in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) no less than the Health Benefits set forth herein and reduced to a dollar amount in the Calculation of Average Hourly Rate Form and accepted by the Port Authority for each Employee category, and the Health Benefits shall be subject to the requirements as set forth below. These requirements are independent of any requirements on the Contractor that may be applicable pursuant to the Affordable Care Act.
- 1) Health Benefits shall be provided to Full-Time Employees and their families.
 - 2) Health Benefits shall include a health insurance program that includes all of the following components:
 - i. up to and including family coverage, as applicable
 - ii. inpatient hospital services
 - iii. outpatient surgical facility
 - iv. emergency room services
 - v. prenatal services
 - vi. well visits/immunizations/routine visits for illness
 - vii. prescription drug benefit
 - 3) The Cost of Health Benefits shall be as set forth in the Calculation of Average Hourly Rate Form and accepted by the Authority, with an exact numerical (dollar) requirement for Health Benefits.
 - 4) The Contractor shall demonstrate to the satisfaction of the Port Authority that Health Benefits are furnished by the Contractor and all subcontractors through one of the following, with no employee contribution to health coverage premiums:
 - i. The Contractor's and subcontractors Employees and their families are covered under a health benefit plan paid for and provided by the Contractor;
 - ii. The Contractor's and subcontractors' Employees and their families are covered by a union benefit plan authorized under the Taft Hartley Act 29 USCA Section 186 (c);
 - iii. The Contractor's and subcontractors' Employees and their families are covered by a government health benefits program, including, but not limited to Healthy New York, Child Health Plus and NJ Family Care.
 - 5) Health Benefits shall be provided to Full Time Employees (F.T.E.'s) and their families no later than thirty (30) days from the first date of Employee performance under the Contract.
 - 6) The Contractor shall provide each F.T.E. with written information, i.e. documents

relating to each Employee's health care coverage.

- 7) The Contractor shall provide continued health benefits to F.T.E.'s and their families of the same quality, or better as those approved by the Authority and initially provided under this Contract, throughout the duration of the Contract term, including options and extensions, if exercised.
- E. Contractor, in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than the Supplemental Benefits established in the Calculation of Average Hourly Rate Form and accepted by the Port Authority for each Employee category, and such Supplemental Benefits shall be subject to the requirements as set forth below.
- 1) Without limiting the foregoing, under no circumstances shall the cost of providing uniforms or footwear, cleaning of uniforms, training and transportation to and from post, or any other items incidental to rendering the Services covered under this Contract, be allowed or included in the Cost of Supplemental Benefits.
 - 2) Any reimbursements to employees for expenses, and payroll taxes, employee incentive plans and any other benefits required by law shall not be included in the Cost of Supplemental Benefits.
 - 3) The established numerical value for the Supplemental Benefits, other than Health Benefits, shall be as set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority.
- F. As compensation payable under this Contract is subject to adjustment from time to time as provided in the paragraph entitled "Price Adjustment" in the Contract Specific Terms and Conditions, then the Average Direct Hourly Wages and Supplemental Benefits set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority, shall be adjusted by multiplying said amounts by the same percentage amount which was used to adjust the compensation payable under this Contract, as the same may have been further adjusted.
- G. Nothing contained herein shall be construed to prevent the Contractor or any subcontractor from paying or providing any individual Employee Hourly Direct Wages, Health and Supplemental Benefits higher than the Minimum Hourly Wages, Health and Supplemental Benefits described in this numbered clause. It is understood that it is the Contractor's obligation to pay or provide the at least the Minimum Hourly Wages as set forth above and the Average Hourly Direct Wage set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority, the Supplemental Benefits and Health Benefits as set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority allows the Contractor to pay or provide some or all of its Employees hourly Direct Wages, Health Benefits and other Supplemental Benefits that are higher than the minimum and nothing herein shall be construed to constitute a representation or guarantee by the Port Authority that the Contractor or its subcontractors can obtain employees for the amounts herein before described. The Contractor is required to maintain labor harmony, in accordance with Paragraph 9, entitled "Harmony" in the Port Authority's Standard Contract Terms and Conditions, which may require paying wages and providing benefits higher than those required herein, without additional

compensation by the Port Authority.

- H. Contractor (and its subcontractors) should expect to be audited with respect to Wages, Health and Supplemental Benefits paid or provided to Employees under this Contract. All Wage and Benefit requirements under this Contract will be strictly enforced. Failure on the part of the Contractor (and its subcontractors) to comply with any of the requirements under this Contract, including but not limited to the timely submission of payroll certifications and documents related to Health Benefits and Supplemental Benefits provided to Employees may be deemed a substantial breach of this Contract giving rise to the rights and remedies enumerated hereafter in the paragraph entitled “Rights and Remedies of the Port Authority” in the Standard Contract Terms and Conditions, as well as any other rights and remedies the Port Authority would have in the absence of such enumeration and failure to comply with each of these requirements will be taken into consideration prior to award of future contracts with the Port Authority.
- I. The Contractor and its subcontractors shall maintain records in accordance with the requirements set forth in the paragraph entitled “Records and Reports” in the Standard Contract Terms and Conditions. For records related to Wages, Health and Supplemental Benefits, the Contractor and its subcontractors are also required to provide such records and books of account in spreadsheet or other electronic format, as requested by Port Authority. Upon request by the Port Authority, the Contractor (and its subcontractors) shall have (15) fifteen business days to provide such payroll records and books of account unless the Port Authority indicates, in writing, that such records and books of account may be provided at a later date. In the event the Contractor or a subcontractor(s) fails to provide the required records, or if the Port Authority determines that the records and books of account provided for audit are incomplete, the Port Authority may, at its sole discretion, estimate wages, health and supplemental benefits and non-overtime hours worked in order to determine whether the Contractor (or its subcontractors) was in compliance with the Wages, Health and Supplemental Benefits provisions of this Contract.
- J. Further, the Contractor shall submit (and shall cause its subcontractors to submit) to the Port Authority on the fifteenth day of the seventh month following the month in which the Commencement Date of this Contract falls and every six months thereafter, and the month following the month in which the termination date of this Contract falls, a certified statement signed by an executive officer of the Contractor (or its subcontractor) based upon the Contractor's (or subcontractors') payroll records which indicate that the Wage, Health and Supplemental Benefits requirements were met during the six month period ending on the last day of the month preceding the date of submission of the said statement, together with such other detailed information as the Port Authority may request from time to time regarding Wages, Health and Supplemental Benefits paid or provided by the Contractor or its subcontractor to Employees engaged in providing the Contractor's Services under the Contract. Each certified statement shall, at a minimum, contain the level of detail specified in Exhibit XX and if a certified statement identifies an underpayment, the Contractor shall immediately pay the shortfall amount to the affected Employees, and provide proof of such payment to the Port Authority.

- K. In the event that an audit of the Contractors (or subcontractors) books and records or the aforesaid monthly statements submitted by the Contractor (or subcontractor) to the Port Authority should disclose that for any Contract or Option Year, either the Contractor or a subcontractor has not paid at least the Minimum Hourly Wages as set forth above, the Average Hourly Direct Wages and the Supplemental Benefits as set forth in the “Calculation of Average Hourly Rate Form” and accepted by the Port Authority, and the Health Benefits as accepted by the Port Authority (the “employee payments”), (including any adjustments, if provided for, reflecting changes in the Consumer Price Index or other indices or instruments as identified by the Port Authority), the Contractor shall pay to the Contractor’s Employees who have not been paid the proper employee payments (or to the Port Authority for retention by the Port Authority until such time as the Contractor’s Employees are paid), or shall pay to the subcontractor’s Employees similarly affected or shall have the subcontractor so pay, at the option of the Port Authority, an amount (calculated for the Contractor or subcontractor which has not paid or provided the required amounts hereunder) equivalent to the product obtained by multiplying the difference between the employee payments required hereunder as set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority, and the employee payments actually paid or provided by the number of non-overtime hours worked by the affected Employees of the subject Contractor or subcontractor employed during such Contract year, calculated per Paragraph C above, position category (hereinafter referred to as the “Underpayment Amount”). The Port Authority may, in its discretion, elect to deduct the Underpayment Amount due from the Contractor in accordance with the provisions of this Section from any subsequent payment payable to the Contractor under this Contract plus an amount equal to any payroll and associated taxes which would have been paid on the Underpayment Amount from any subsequent payment payable to the Contractor under this Contract. The amount of the shortfall shall be withheld until such time that the Contractor has demonstrated to the satisfaction of the Authority that they have met all wage and supplemental benefit requirements under the Contract.
- L. In addition to the underpayment payable by the Contractor, the Port Authority may deduct interest on the underpayment amount calculated at 19.2% annual interest from any subsequent payment to the Contractor.
- M. If requested by the Port Authority, the Contractor shall submit to the Port Authority for approval, a plan for the Contractor’s or subcontractors’ return of the underpayment to each affected Employee, including a deadline for compliance. In approving such a plan, the Authority may require the Contractor or a subcontractor to return the underpayment to the affected Employees in cash and the Contractor or the subcontractor is responsible for any additional payroll taxes resulting from this payment.

Section 13. Strategic Partnership Measurement Program (SPMP)

Due to the importance of this Contract to the Port Authority and to security in general, quality control must be the cornerstone of this contract. The Port Authority shall closely monitor and audit Contractor compliance with all stated requirements of this Contract. As a strategic partner in securing our airports, however, the Contractor shall also take a proactive

role in providing quality control to ensure contract compliance.

In this regard, the Contractor shall establish and maintain an SPMP for this Contract. The SPMP program shall consist of a set of metrics designed to measure the ability of the Contractor to meet the Port Authority's service expectations. As part of the SPMP, the Contractor shall develop an audit function wherein Contractor management/supervision ensures that employees are performing effectively in accordance with the Contract requirements. The results of these audits will provide the primary source information for the SPMP.

The Contractor shall submit to the Port Authority for approval the various performance elements to be reviewed, the measurement criteria to be utilized, the format to be used for documenting the SPMP, and the frequency of audits. Within 30 days of the issuance of this Contract, the Port Authority and the Contractor shall mutually agree upon the components of the SPMP that will determine satisfactory performance, deliverables and a timeframe for deliverables.

The Contractor shall present the results of its metric analysis to the Manager and the Port Authority's Chief Security Officer or his/her duly authorized representative, on a quarterly basis (or more frequently if determined by the Port Authority) throughout the term of the Contract. Where the SPMP report reveals areas wherein the Contractor is not in compliance with performance specifications, a corrective action plan shall be required of the Contractor. The corrective action plan shall be presented to the Port Authority within fifteen (15) days of the SPMP review for approval, and shall indicate specific corrective action to be taken regarding the deficiency, the responsible party, and a timeline for completion.

The Contractor and Port Authority shall review the elements and criteria to be measured by the SPMP on an annual basis. The Contractor and the Port Authority shall mutually agree upon changes to the performance elements or the corresponding measurement criteria, if necessary, during the annual review. The goal will be to provide for continuous measurable improvement in Contract performance.

The SPMP shall be accomplished as an included cost and shall be at no additional cost to the Port Authority.

This program in no way replaces or reduces Port Authority's right, role and responsibility to manage this Contract. The Port Authority reserves the right to initiate performance measurements and obtain corrective action by the Contractor outside the parameters of this program. The SPMP program is intended to provide a tool whereby the Contractor shall take positive steps in ensuring its own Contract compliance and providing for continuous measurable improvement thereby adding additional value to the Contract and to the Port Authority.

Section 14. Increase/Decrease in Service

A. Long term guard service increase/decrease

The Port Authority shall have the right at any time and from time to time in its sole discretion, to increase or decrease the regularly scheduled service hours and days to be provided by the Contractor hereunder. The right of the Port Authority under this paragraph to decrease regularly scheduled hours shall be limited so no decrease shall be

made that will result in a schedule which will be reduced more than 50% of the total hours scheduled during the immediately preceding 24 hour period nor increased by 50% of the total hours scheduled during the immediately preceding 24 hour period. In the event the Port Authority decides to increase or decrease schedule hours as aforesaid, it shall give not less than twenty four (24) hours prior written notice to the Contractor to such effect, said changes to be effective upon the date specified in the said notice.

B. Temporary call-in guard service until further Port Authority notice

The Port Authority shall have the right to temporarily increase or decrease, on at least four (4) hours' notice to the Contractor, the hours previously scheduled to be provided under this agreement. Any increase in the requirement for Security Agents, Central Security Station Agents, Tour Supervisors, Security Operations Center Agent, Guard, Gateman, or Specialists, shall be limited to a total of twenty five (25) additional people in all categories at PATH and forty five (45) additional people in all categories at the Teleport, SIB, Port Ivory, WTC, NYLP, NJP, GWB, NYMT, and NJMT combined.

- C. Anything less than four (4) hours notice shall be billed at a premium rate for no more than four hours and only for those hours of providing service, with the billed rate reverting to the non-premium rate for any time beyond four hours, if service continues beyond four hours. When the Contractor is compensated at one point four three seven five (1.4375) times the hourly rate for each category providing service as described in this section, the Contractor must compensate the employee that provided such service at a rate equal to one and one half (1.5) times that employee's direct wage for each hour worked at the escalated hourly billable rate.
- D. The Port Authority shall have the right to request, on less than four (4) hours' notice to the Contractor, that the Contractor provide hours in excess of those scheduled to be provided. The Contractor agrees to use its best efforts to fulfill each such request. Any such hours provided on less than four (4) hours' notice, as aforesaid, and only on less than four (4) hours notice, shall be compensated to the Contractor at one and one half times the hourly billable rate in effect at the time of providing such service.
- E. The Project Managers and Assistant Project Managers may be required to render service during emergencies as requested by the Manager or Superintendent at no additional compensation to the Contractor.
- F. Nothing in this paragraph/section shall obligate or be deemed to obligate the Port Authority to pay at any but the charge established hereunder for Guard Service hours, as aforesaid, provided with four (4) or more hours' notice to the Contractor.
- G. The Port Authority shall have the right to place and relocate guard posts at the Facility from time to time and at any time without prior notice to the Contractor where such placements or relocation of guard posts neither increases nor decreases the Contractor's overall staff.
- H. The Port Authority, at its discretion may add, delete or modify locations and/or Facilities in New York and New Jersey. The Contractor will be advised by the Port Authority of any such changes.

Section 15. Manager's Authority

The Port Authority of New York & New Jersey's Chief Security Officer (CSO) shall have the overall responsibility for all aspects of this Contract. The Contractor shall take direction from and perform the Contract to the satisfaction of the CSO. The duly authorized representative of the CSO at each of the Port Authority Facilities enumerated in this Contract and shall have the overall responsibility for managing the operational aspects of this Contract. The CSO shall make determinations with respect to requests for waivers under this Contract. Waiver requests must be submitted in writing.

In the assignment of management personnel for the Contract, the Manager reserves the right to approve or disapprove of individuals under this Contract. The Port Authority's Manager reserves the right to request a Contractor's employee be removed from the site. In the event that the Manager exercises said right with respect to any individual, the Contractor shall substitute said individual with an acceptable replacement. In the performance of the Contract, the Contractor shall conform to all orders, directions and requirements of the Manager and shall perform the Contract to the satisfaction of the Manager and the Contractor's performance shall at all stages be subject to his/her inspection. The Manager reserves the right to determine the amount, quality, acceptability and fitness of all parts of the Service and shall interpret the specifications and any orders for Extra Work. Upon request, the Manager shall confirm in writing any oral order, direction, requirements or determination.

Section 16. Superintendent's Authority

The Port Authority of New York & New Jersey's Chief Security Officer (CSO) shall have the overall responsibility for all aspects of this Contract. The Contractor shall take direction from and perform the Contract to the satisfaction of the CSO. The duly authorized representative of the CSO at each of the PATH Facilities enumerated in this Contract, shall have the overall responsibility for managing the operational aspects of this Contract and make the determination with respect to requests for waivers under this Contract. Waiver requests must be submitted in writing.

In the staffing of management personnel for the Contract, the Superintendent reserves the right to approve or disapprove of individuals under this Contract. The Superintendent reserves the right to request a Contractor's employee be removed from the site or re-assigned to another position. In the event that the Superintendent exercises said right with respect to any individual, the Contractor shall substitute said individual with an acceptable replacement. In the performance of the Contract, the Contractor shall conform to all orders, directions and requirements of the Superintendent and shall perform the Contract to the satisfaction of the Manager and the Contractor's performance shall at all stages be subject to his/her inspection. The Manager reserves the right to determine the amount, quality, acceptability and fitness of all parts of the Service and shall interpret the specifications and any orders for Extra Work. Upon request, the Manager shall confirm in writing any oral order, direction, requirements or determination.

Section 17. Space Provided to the Contractor

- A. The Port Authority will furnish to the Contractor, subject to space availability, without charge, non-exclusive space at each Facility for office purposes and lavatory and

washroom facilities for the employees of the Contractor in connection with its performance of the Services under this Contract (said area hereafter called “ the Space”). Space will also be provided to the Contractor by the Port Authority, subject to space availability, for storage of the Contractor’s equipment, materials and supplies used on the Facility also without charge to the Contractor. Said facilities and/or space shall be as designated by the Manager and may be terminated and/or changed at any time, and from time to time at his/her discretion. The Contractor shall keep said Space at all times in a clean and orderly condition and appearance and shall repair any damage thereto caused by the Contractor or its employees. The Contractor must furnish office furniture, supplies, telephone equipment and telephone service for the Space. The Contractor shall pay directly to the supplier thereof for any charges with respect to the use of such phones. The Contractor acknowledges that it has examined the Space carefully and hereby accepts the same in its present condition.

- B. The Port Authority, its officers, employees and representatives shall have the right, at all times, to enter upon the Space provided the Contractor and any other space used by the Contractor for the purpose of inspecting the same, for observing the performance of the Contractor of its obligations under this Contract, and for the doing of any act or duty which the Port Authority may be obligated or have the right to do under this Contract or otherwise.
- C. Without limiting the generality of the foregoing, the Port Authority shall have the right, for its own benefit, for the benefit of the Contractor, or for the benefit of others at the Facility, to maintain existing and future utility systems or portions thereof on the Space and to enter thereon at all reasonable times to make such repairs, replacements, additions or alterations as may, in the opinion of the Port Authority, be deemed necessary or advisable. It is understood, however, that the foregoing shall not impose or be construed to impose upon the Port Authority any obligation so to construct or maintain or make repairs, replacements, alterations or additions, or shall create any liability for any failure so to do.
- D. The Contractor shall repair all damage to the space and all damage to fixtures, improvements, and personal property of the Port Authority which may now or may hereafter be located thereon, which may be caused by the operations of the Contractor under this Agreement or by any acts or omissions of the Contractor, its officers, employees or representatives whether the damage occurs during the course of their employment by the Contractor or otherwise.
- E. The Contractor acknowledges and agrees that no relationship of landlord and tenant or licensor and licensee is created or intended to be created hereunder and that the use of any Space or other facilities by the Contractor is merely incident to and dependent upon its operations hereunder as a Port Authority Contractor. Upon the expiration or earlier termination or revocation of this Contract, or upon a change of space or termination of the right to use Space, the Contractor shall promptly vacate the Space and leave the same in the condition existing when it was made available to the Contractor, reasonable wear and tear excepted and remove its equipment, materials, supplies and other personal property from the Space. If the Contractor shall fail to remove its property on or before the expiration, termination or revocation of this Contract, or upon a change of Space or

termination of the right to use space, the Port Authority in its sole discretion may dispose of the same as waste material or may remove such property to a public warehouse for deposit or retain the same in its own possession, and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, second to any sums owed to the Port Authority by the Contractor; if the expenses of such removal, storage and sale exceed the proceeds of sale, the Contractor shall pay such excess to the Port Authority upon demand.

- F. The Port Authority shall have the right in its sole discretion, from time to time upon twenty-four (24) hours' notice to the Contractor, to furnish one (1) or more additional areas at the Facility to the Contractor for use for the purposes provided for this Contract, or to withdraw portions of the Space described herein or hereafter furnished. From and after any such notice, the additional or substituted area shall be deemed to be the Space under this Contract, and all the terms, provisions, covenants and conditions of this agreement shall apply hereto, and the Contractor shall operate on the additional or substituted area or cease operations on the withdrawn area, as the case may be, all in accordance with such notice. The Port Authority shall have the right to substitute different building Space at any time and from time to time, for the storage, locker and office purpose stated above, and shall pay the expense of removal to such different space.
- G. In the Space only, the Port Authority will provide, by using existing facilities, only electricity in reasonable quantities for lighting and the energizing of business machines, heating to a reasonable comfortable temperature during business hours on business days from November to May, and air-conditioning to the extent existing facilities are capable of supplying the same. Notwithstanding the foregoing, the Port Authority shall not be obligated to furnish any electricity hereunder while the Contractor shall be in default hereunder. The Port Authority shall be under no obligation to supply services if and to the extent and during any period that the supplying of any such service or the use of any component necessary therefore shall be prohibited or rationed by any federal, state or municipal law, rule regulation, requirement, order or direction and if the Port Authority deems it in the public interest to comply therewith, even though such a law, rule regulations, requirement, order or direction may not be mandatory on the Port Authority as a public agency. No failure, delay or interruption in supplying agreed service (whether or not a separate agreement is made therefore) shall be or be construed to be grounds for any claim by the Contractor for damages, consequential or otherwise.
- H. The Contractor shall not perform any maintenance or repairs, nor erect any structures, make any improvements or do any other construction work on the Space provided to the Contractor hereunder or elsewhere at the facility or alter, modify or make additions or repairs to or replacements of any existing structures or improvements, or install any fixtures (other than trade fixtures, removable without injury to the space) without the prior written approval of the Port Authority and in the event any construction, improvements, alterations, modifications, additions, repairs or replacements are made without such approval, then upon notice so to do, the Contractor will remove the same, or at the option of the Port Authority, cause the same to be changed to the satisfaction of the Port Authority. In case of any failure on the part of the Contractor to comply with such notice, the Port Authority may effect the removal or change and the Contractor shall pay

the cost thereof to the Port Authority on demand.

Section 18. Parking

Parking for vehicles of the Contractor's employees while actually on duty under the Contract may be made available at each Facility by the Manager or Superintendent at his/her discretion, from time-to-time, and on such terms and conditions as may be specified by the Port Authority, including the payment of charges therefore.

Section 19. Holidays and Weekends

No additional compensation is provided hereunder to the Contractor for services provided on holidays or weekends.

Section 20. Performance of Services

All assigned Contractor Personnel shall perform duties, as shall be established from time to time by the Manager or Superintendent, consistent with the terms and provisions hereof. The Contractor shall provide the Guard Service at such times and places and in such a manner as the Manager or Superintendent shall direct or approve in accordance with the terms and provisions hereof. The Contractor shall immediately; upon the direction of the Manager or Superintendent correct all matters, which shall have been determined by the Manager or Superintendent to be unsatisfactory hereunder.

Section 21. Insurance Procured by the Contractor

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

Commercial General Liability Insurance - \$ 10 million combined single limit per occurrence for bodily injury and property damage liability.

Automobile Liability Insurance - \$ 5 million combined single limit per accident for bodily injury and property damage liability.

In addition, the liability policy (ies) shall name "The Port Authority of New York and New Jersey and its related entities, including but not limited to Port Authority Trans Hudson Corporation, their commissioners, directors, superintendants, officers, partners, employees, agents and Mort Silver as additional insureds", including but not limited to premise-operations, products-completed operations on the Commercial General Liability Policy. Moreover, the Commercial General Liability Policy shall not contain any provisions for exclusions from liability other than provisions for exclusion from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy (ies) and certificate of insurance shall contain separation of insured condition and severability of interests clause for all policies so that coverage will respond as

if separate policies were in force for each insured. An act or omission of one of the insureds shall not reduce or void coverage to the other insureds. Furthermore, the Contractor's insurance shall be primary insurance as respects to the above additional insureds. Any insurance or self-insurance maintained by the above additional insureds shall not contribute to any loss or claim. These insurance requirements shall be in effect for the duration of the contract to include any maintenance/warranty/guarantee period.

The certificate of insurance and liability policy (ies) must contain the following endorsement for the above liability coverages:

“The insurer(s) shall not, without obtaining the express advance written permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the Tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.”

The Contractor shall also take out, maintain, and pay premiums on Workers' Compensation Insurance in accordance with the requirements of law in the state(s) where work will take place, and Employer's Liability Insurance with limits of not less than \$1 million each accident.

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

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

Within five (5) days after the award of this agreement or contract and prior to the start of work, the Contractor must submit an original certificate of insurance, to the Port Authority of NY and NJ, Facility Contract Administrator, at the location where the work will take place. This certificate of insurance MUST show evidence of the above insurance policy (ies), including but not limited to the cancellation notice endorsement and stating the agreement/contract number prior to the start of work. The General Manager, Risk Management must approve the certificate(s) of insurance before any work can begin. Upon request by the Port Authority, the Contractor shall furnish to the General Manager, Risk Management, a certified copy of each policy, including the premiums.

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

the cost of such insurance to be payable by the Contractor to the Port Authority.

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

The requirements for insurance procured by the Contractor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Contractor under this contract. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Contractor against the obligations imposed on them by law or by this or any other Contract. CITS#4373N

Section 22. Gratuities

The Contractor shall ensure 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 any Facility and shall so instruct its personnel.

Section 23. Vehicles for the Guard Transportation Service

A. The Contractor, in connection with the furnishing of the Services as described in this Contract, shall be responsible for providing any and all vehicular transportation services for the purposes of transporting Contractor personnel among their work sites and carrying out all other functions and obligations of the Contractor in performing the Guard Service hereunder (said vehicular transportation service being hereinafter called "the Guard Transportation Service"). No monetary compensation shall be given for the transportation of security guards. The vehicles to be utilized in the Guard Transportation Service shall consist of vehicles meeting the specifications and equipped as set forth in Exhibit 1 titled "Vehicle Specifications" attached hereto and made a part hereof, which vehicles shall at all times be used exclusively in and shall be devoted solely to the Guard Transportation Service hereunder. Contractor shall not be compensated for any vehicle utilized under this contract beyond the quantities specifically set forth herein.

All vehicles shall not be more than four (4) model years at any time during service under this Contract (except during the 120 day extension, if exercised). Minor deviations from the "Vehicle Specifications" which do not affect the performance or capabilities of the vehicle may be permitted, at the discretion of the Manager, if approved in writing by the Manager. The foregoing vehicles are collectively referred to as "the Guard Service Fleet" and individually referred to as "a Guard Service Vehicle." All vehicles in this Contract shall be capable of meeting the requirements necessary to satisfactory perform its required services. All vehicles shall be maintained and serviced to specifications attached as Exhibit 1 in this Contract, unless otherwise advised by the Port Authority. The Guard Transportation Service shall be conducted and the Guard Service Fleet shall be available at all times that Guard Services are provided hereunder and shall be provided as necessary or desirable in the opinion of the Manager from time-to-time for the

performance of the Guard Service under the Contract. All Guard Service Vehicles shall be kept in good working order, including appearance.

- B. At the commencement of each Option Period, if any, the Manager shall determine whether a vehicle meets the requirements set forth above. Any vehicle deemed unacceptable shall be replaced by the Contractor at no additional cost to the Authority.
- C. Parking for Guard Service Vehicles required under this contract and dedicated to the Port Authority will be provided at each facility, at no charge, at such locations as may be designated from time-to-time by the Manager or Superintendent. Any Guard Service Vehicle, which at any time is not in use or on duty, shall be parked on the Facility and subject to call at such locations as may be designated from time-to-time by the Manager or Superintendent.
- D. The maintenance, repair and cleaning of all Guard Service Vehicles required by the Port Authority shall be accomplished by the Contractor as expeditiously as possible in order to return the vehicle to duty as quickly as possible. Except for fueling the vehicles or as otherwise directed or permitted by the Manager or Superintendent for the performance of the Guard Service hereunder, no Guard Service Vehicle shall be removed from the Facility and each Guard Service Vehicle shall be used only and exclusively for providing the Guard Service under this Contract.
- E. The Contractor shall register each Guard Service Vehicle under the laws of the State of New York or the State of New Jersey and shall comply with all New York State and New Jersey and other laws, rules and regulations applicable to the operation thereof. All vehicles shall have commercial license plate designations, except as otherwise approved by the Facility Manager or Superintendent.
- F. In the event that any Guard Service Vehicle is damaged or is in need of repair and such can be completed in fifteen (15) days or less, the Contractor shall immediately proceed with such repair and provide a replacement vehicle in lieu of such Guard Service Vehicle, a vehicle of substantially the same carrying capacity, style and type as the one being repaired, which vehicle shall be adequately equipped for such service and shall be subject to the prior approval of the Manager or Superintendent.
- G. In the event, at any time during the term of this Contract, a Guard Service Vehicle is lost or destroyed or so damaged or is in need of such repair that it cannot be repaired in a period of fifteen (15) days, said vehicle shall be removed from and no longer be a Guard Service Vehicle. In the event of such permanent removal, the Contractor shall at no cost or expense to the Port Authority, replace said removed vehicle with another vehicle meeting the requirements and specifications set forth herein and equipped as required herein.
- H. Any Guard Service Vehicle, which, in the opinion of the Manager or Superintendent, fails to meet the requirements as herein set forth shall immediately, upon his oral direction, be removed from service and another vehicle shall be immediately substituted for the removed vehicle. Except as otherwise provided herein, the defective condition shall be repaired or corrected immediately and the vehicle shall be returned to service.
- I. Without limiting the generality of any of the other terms and provisions of this Contract

and the obligations of the Contractor hereunder, the Contractor shall comply with the procedures established from time-to-time by the Manager or Superintendent with respect to the operation of the Guard Service Fleet. Such procedures shall include, but not be limited to, procedures with respect to the manner and method of dispatching vehicles, monitoring the use of vehicles, the written forms to be used by dispatchers and drivers in recording vehicular operation, usage and maintenance and any and all other procedures and forms which may be necessary or desirable in connection with the operation of the Guard Service Fleet hereunder.

- J. In the utilization of the Guard Service Vehicles, the Contractor shall use proper methods of dispatch and assignment so that no one vehicle is used to a substantially greater degree or frequency than the other Guard Service Vehicles.
- K. GPS Tracking: All vehicles under this contract must be equipped with Global Positioning Satellite (GPS) technology in order for both the Contractor and the Authority to track the equipment with a tracking period of no less than every 15 seconds. Tracking shall be web based and access password protected. Such equipment will be maintained in good working order at all times. The Contractor is prohibited from installing any software and/or equipment which will jam the GPS signal.
- L. Notwithstanding the generality of any other term or provision hereunder, it is expressly understood and agreed that all costs of the Contractor of whatever kind or nature or whether imposed or arising directly upon the Contractor under or because of the terms and provisions hereof or in any other manner whatsoever because of the requirements of the operation of the Guard Transportation Service hereunder including, but not limited to, purchase, repair, replacement, painting, fuel, oil, license fees and insurance, shall be borne by the Contractor and without compensation or reimbursement from the Port Authority except as such is contained in the Monthly or Daily Charge (as applicable) per Vehicle payable to the Contractor hereunder.

Section 24. Scheduling – Time Sheets and Records

- A. On or before the 15th day of the month, the Contractor shall submit to the Port Authority a monthly schedule for the following month, showing the names of all personnel to be assigned to each Facility, the dates they are to work, the shifts and posts to which they are to be assigned and their scheduled meal and relief periods during each month or portions thereof that the Contract is in effect. The Port Authority is to be advised of any changes made to this schedule as soon as they are known to the Contractor. The Contractor's schedule, as approved by the Manager, shall be strictly adhered to.

It will be the Contractor's responsibility to ensure that a sufficient number of adequately trained backup personnel are available to cover all posts at all times. All backup/relief personnel must be pre-approved by the Manager or his/her designated representative.

- B. The Contractor shall maintain accurate daily attendance records for all employees, including but not limited to Security Agents, Security Operations Center Agents/Specialists, Central Security Station Agents, Tour Supervisors, Assistant Lead Tour Supervisor, Lead Tour Supervisor, Guards, Gatemen, Roundsmen, Identification Office Specialists, Office Specialists, Operations Specialists, Technology Officers and

and submit the same to the Manager or Superintendent on a daily basis.

- C. Schedules shall be developed by tour and post and will ensure that without the prior approval of the Superintendent, no PATH Security Agent will be scheduled for the same post on a routine basis. Schedules shall be provided to the Manager and posted at least one week in advance. The Contractor shall computerize all schedules.
- D. The Contractor must utilize a time clock, or its approved equivalent, to verify time worked and wages and benefits paid to all employees. Each employee will be required to utilize this time clock when beginning and ending work. Schedules and timesheets will be required to be retained by the Contractor for a period of no less than three (3) years after the termination of this Contract and shall be produced to the Port Authority upon request.
- E. Each position assigned hereunder shall be on their posts at all times during the scheduled hours and that post shall not be unoccupied for any reason during the scheduled shift unless properly relieved or location is secured in a Port Authority approved manner. The Contractor shall provide relief, meal breaks and shift changes without any interruption in post coverage as required.
- F. All uniformed Guards and Security Agents shall dress in uniforms as specified, or coveralls as approved by the Manager, at all times while on duty and be neat and well groomed, clean in appearance without display of excessive ornamentation including visible body piercing or extra long fingernails while on post. No earrings allowed.

Section 25. Teleport Position Duties

The Contractor's Teleport Security Agents shall perform guard services at all Parking Lots, guard access, construction, fire watch and other posts and areas as shall be directed by the Manager of The Teleport from time to time. Their Duties shall include, but not be limited to, the following:

- A. Teleport Security Agents
 - 1) Maintain post coverage.
 - 2) Inspect vehicles as directed by the Manager using the Teleport Truck Inspection Procedures.
 - 3) Report hazardous conditions within their assigned areas of coverage to appropriate parties as designed by the Manager including, but not limited to, ice, snow, flooding, holes in fencing, light outages and broken gates.
 - 4) Assist the Port Authority Police as requested by rendering aid to persons in public areas at the Facility when required until the arrival of medical assistance.
 - 5) Respond to and assist the Port Authority Police, as requested, with crowd control generally, and in situations involving fires, bomb threats flooding conditions, and all other types of unspecified emergencies as required by the Manager.
 - 6) Report vehicle and patron accidents occurring within the assigned area of coverage to the Police Desk. Prepare handwritten reports as required.

- 7) Maintain a log of activity occurring during the tour making particular note of unusual incidents or activity.
- 8) Monitor vehicles and personnel in secured/restricted areas.
- 9) In the event of a vehicle fire, after notification of the incident to the Police Desk, utilize vehicle fire extinguishers and other available equipment pending the arrival of emergency equipment.
- 10) Use of Electronic Guard Tour Monitoring System (EGTMS).
- 11) The Teleport Security Agents are required to report for duty ½ hour prior to their assigned tour in order to stand roll call.
- 12) Respond to door alarms, investigate and resolve condition and report disposition to the Security Operations Center (SOC).
- 13) Inspect all operation areas of the Facility and buildings within, reporting malfunctions of equipment, such as HVAC, elevators, telephone, power and lighting and other conditions.
- 14) In the event of snow and icy conditions, which might endanger persons or property, may be required to assist in the shoveling of snow and the hand spreading of snow melting materials.
- 15) Monitor the computerized security system including the CCTV installations and fence monitoring installations.
- 16) Perform all other specific responsibilities and duties as required by the Manager.
- 17) Screen and log persons and vehicles seeking access to restricted areas of the Facility.

B. Teleport Identification Office Specialist

- 1) Reporting to the Teleport Security Manager, the Identification Office Specialists shall assist Port Authority Staff with the issuance of ID Cards to all Teleport employees authorized to receive them.
- 2) Review all security identification applications for appropriate written documentation as set forth in the Port Authority Issuing Officer guidelines.
- 3) Conduct phone call verification as part of this review process.
- 4) Perform fingerprinting as outlined by the Manager.
- 5) As needed, approve access request and fax to appropriate posts.
- 6) Perform routine audits of all identifications cards issued.
- 7) Handle all administrative tasks as required by the Manager.
- 8) Identification Office Specialists are required to report for duty ½ hour prior to their assigned tour and stand roll call unless directed by the Manager.
- 9) Provide backup support to the Teleport Security Operations Center Specialist, on an as needed basis.

10) Perform all other specific responsibilities and duties as required by the Manager.

C. Teleport Security Operations Center Specialist/Agent

- 1) Reporting to the Manager, the Security Operations Center Specialist (SOCS) shall monitor the operational status of the CCTV, Access Control System (ACS), and Intrusion Detection (IDS) systems at the Security Command Center.
 - 2) Any unusual conditions should be logged and reported to the Teleport Security Manager.
 - 3) Upon the start of each shift, the SOCS shall check the operational status of the CCTV, ACS, and IDS systems.
 - 4) Maintain logbooks with the required information as directed by the Teleport Security Manager.
 - 5) In the event of an on-site emergency (i.e. Intruder on site), the SOCS shall immediately notify the Port Authority Police Department and then assist them (and other responding agencies) by closely monitoring both systems – and reporting any relevant information to the proper authorities.
 - 6) As needed approve access request and fax to appropriate posts.
 - 7) Maintain an inventory of the Security Emergency Closet, Command Center Key Cabinet, and Security Files Cabinets.
 - 8) Assist the Teleport Security Manager in the preparation of reports, memos, presentations, and other projects as assigned.
 - 9) Provide backup support to the Teleport Identification Office Specialist, on an as needed basis.
- 10) Perform all other specific responsibilities and duties as required by the Manager.

D. Teleport Tour Supervisor

The Contractor shall provide one Tour Supervisor seven (7) days a week, twenty-four (24) hours per day and will perform duties, which will include but are not limited to:

1. Direct supervisory responsibility of Teleport Security Agents on post.
2. Transmit information between Guards on post, the Port Authority Security Supervisor and the Port Authority Police.
3. Maintain guard personnel files.
4. Maintain guard lateness files.
5. Make arrangements to replace guards who must leave their post.
6. Prepare and attend roll calls.
7. Contact guards for work assignments.
8. Maintain daily logs of unusual incidents and requests for service.
9. Issue equipment to guards and maintain records of same.

10. Be readily available to the Manager for compliance to orders, instructions, directions and information, given in writing or orally regarding the performance of services under the Contract.
11. Maintain continuing contact with all guards on duty.
12. Ensure that all posts are properly covered and equipped.
13. Review each guard's memo book for conformity as directed by the Manager and sign such in red ink. Must include date and time of review.
14. Tour Supervisors shall have a demonstrated knowledge of rotating manpower schedules for large operations and shall perform administrative duties.
15. Prepare a written report of each tour at end of each shift as required.
16. Supervise all IOS personnel, including the review of all time sheets and disciplinary action.
17. Reporting to and taking directions from The Teleport Manager and Port Authority Security management staff.
18. Dress in uniform at all times while on duty.

Without limiting the generality of any other term or provision hereof, the Teleport Tour Supervisor shall not perform any Security Agent, Central Security Station, or Identification Agent duties or act as relief for these positions noted hereunder at any time.

E. Teleport/SIB/Port Ivory Project Manager Duties

The Contractor shall provide one Project Manager five (5) days a week, Monday through Friday, during the hours 8:00 a.m. to 5:00 p.m. The Project Manager will perform duties, which include, but are not limited to, the following at The Teleport, Staten Island Bridges and Port Ivory:

- 1) On behalf of the Contractor, handle the administration of this Contract, carry out the directions of the Managers, and meet and communicate with Port Authority representatives from the Facility from time to time as required.
- 2) Each Tour Supervisor at the Teleport, SIB and Port Ivory shall report to the Teleport/SIB/Port Ivory/ Project Managers.
- 3) Assure appropriate Contractor personnel are available for duty including the procurement of replacement personnel as necessary.
- 4) Represent the Contractor at meetings at each Facility, as may be directed by the Managers, which concern the operations of the Contractor under this Agreement.
- 5) Be available on-call twenty-four (24) hours a day, to assist, and advise the Managers on the operations of the Contract hereunder.
- 6) Prepare written reports that may be required by the Managers.
- 7) Perform or cause to be performed off-hour inspections as required by the Managers.

8) Dress in business attire at all times while on duty.

Without limiting the generality of any other term or provision hereof, the Teleport/SIB/Port Ivory Project Manager shall not perform any Security Agent, Tour Supervisor duties or act as relief for these positions noted hereunder at any time.

Note: The cost of the Teleport/SIB/Port Ivory Project Manager shall be included as part of the Management Fee for each of the above listed Facilities with a break down as follows; The Teleport 33%, SIB 46% and Port Ivory 21%.

Section 26. Teleport Position Requirements

A. Teleport Security Agents

1. All uniformed Teleport Security Agents shall be neat and well groomed, dressed in uniform at all times as described in Exhibit 2, Uniform Specifications, paragraph B, without display of excessive ornamentation including visible body piercing or extra long fingernails while on post. No earrings allowed.
2. Must Be Certified by the New York City Fire Department as a Fire Safe Director.
3. Shall not use personal cell/wireless telephone and/or communication devices while on post except as approved by the Manager.

B. Teleport Identification Office Specialist

1. Only fully trained contractor personnel approved by the Manager may perform the function of Identification Office Specialist.
2. All requirements outlined in the Section of the Proposal entitled "Tours of Duty" apply to Identification Office Specialists.
3. Identification Office Specialists shall be well-groomed, neat and clean appearance without display of excessive ornamentation including visible body piercing or extra long fingernails while on post. No earrings allowed.
4. Identification Office Specialists shall dress in as described in Exhibit 2, Uniform Specifications, paragraph C, at all times while on duty.
5. Identification Office Specialists shall not use personal cell/wireless telephone and/or communication devices while on post except as approved by the Manager.
6. The Contractor should be aware that relief personnel will be needed for this position.
7. Must be on their posts at all times.

C. Teleport SOC Specialist

1. Only approved by and fully trained Contractor personnel approved by the Manager may perform the function of SOC Specialist.
2. All requirements outlined in the Section of the Proposal entitled "Tours of Duty" apply to SOC Specialists.
3. SOC Specialists shall be well-groomed, neat and clean appearance without display of excessive ornamentation including visible body piercing or extra long fingernails

while on post. No earrings allowed.

4. SOC Specialists shall dress in as described in Exhibit 2, Uniform Specifications, paragraph C, at all times while on duty.
5. Teleport SOC Specialists shall not use personal cell/wireless telephone and/or communication devices while on post except as approved by the Manager.
6. Must be on their posts at all times.

D. Teleport Tour Supervisor

1. Only approved by and fully trained Contractor personnel approved by the Manager may perform the function of Tour Supervisor.
2. All requirements outlined in the Section of the Proposal entitled "Tours of Duty" apply to Tour Supervisors.
3. Tour Supervisors shall dress in as described in Exhibit 2, Uniform Specifications, paragraph C, at all times while on duty, well-groomed, neat and clean appearance without display of excessive ornamentation including visible body piercing or extra long fingernails while on post. No earrings allowed.
4. Tour Supervisors shall dress in the prescribed uniform at all times while on duty.
5. Must be Certified by the New York City Fire Department as a Fire Watch.
6. Tour Supervisors shall not use personal cell/wireless telephone and/or communication devices while on post except as approved by the Manager.
7. Must be on their posts at all times.

Section 27. Staten Island Bridges Position Duties

The Contractor's Security Guards shall perform general security services at construction sites as shall be directed by the Manager from time to time, perform security services which shall include, but not be limited to, the following services:

A. Staten Island Bridge Security Agents

1. Maintain vehicle access logs, operational log and reports, contractor information, check pedestrian and vehicle entrance passes and provides directional and other information to drivers and pedestrians.
2. Provide Access control to ensure that only authorized persons presenting valid Facility I D are granted access to construction sites.
3. Verify Facility cards against the Staten Island Bridge (SIB) database. Issue access passes and keys, if any, as required for the post.
4. Notify Facility General Manager or his/her designee and the appropriate agency (e.g., NYC or New Jersey locality Fire Department, Port Authority Police, etc.), in the event of an emergency or sounding of any alarm (fire, burglar, etc.) at the Facility.
5. If required by the Facility Manager, maintain 24-hour clock watch on an hourly basis.
6. Report any irregularities to Port Authority Police, Facility General Manager and

report in operational log or report printout.

7. Perform all guard service responsibilities and duties as required by the Facility Manager.

B. SIB Identification Office Specialist

The Contractor shall provide one (1) Identification Office Specialist, five days a week, Monday thru Friday, between the hours of 7:00 a.m. – 3:00 p.m.

1. Reporting to the Tour Supervisor, Identification Office Specialists shall assist Port Authority Staff with the issuance of ID Cards to all SIB visitors and employees authorized to receive them.
2. Review all security Identification applications for appropriate written documentation as set forth in the Port Authority Issuing Officer guidelines.
3. Conduct phone call verification as part of this review process.
4. As needed approve access request and fax to appropriate posts.
5. Perform routine audits of all identifications cards issued.
6. Handle all administrative tasks as required by the Manager.
7. Identification Office Specialists are required to report for duty ½ hour prior to their assigned tour and stand roll call unless directed by the Manager.
8. Perform all other specific responsibilities and duties as required by the Manager.

C. SIB Tour Supervisor

The Contractor shall provide one Tour Supervisor seven (7) days a week, 24 hours per day who will perform duties, which will include but are not limited to:

1. Direct supervisory responsibility of SIB Security Agents on post.
2. Transmit information between Guards on post, the Port Authority Security Supervisor and the Port Authority Police.
3. The SIB Tour Supervisor shall report directly to the Teleport/SIB/Port Ivory Project Manager.
4. Maintain guard personnel files.
5. Maintain guard lateness files.
6. Make arrangements to replace guards who must leave their post.
7. Prepare and attend roll calls.
8. Contact guards for work assignments.
9. Maintain daily logs of unusual incidents and requests for service.
10. Issue equipment to guards and maintain records of same.
11. Be readily available to the Manager for compliance to orders, instructions, directions and information, given in writing or orally regarding the performance of services

under the Contract.

12. Maintain continuing contact with all guards on duty.
13. Ensure that all posts are properly covered and equipped.
14. Review each guard's memo book for conformity as directed by the Manager and sign such in red ink. Must include date and time.
15. Tour Supervisor shall have a demonstrated knowledge of rotating manpower schedules for large operations and shall perform administrative duties.
16. Prepare a written report of each tour at the end of each shift as required.
17. Supervise all IOS personnel, including the review of all time sheets and disciplinary action.
18. Conduct daily Guard post and facility gate inspections utilizing the Scan Guard Tour system.
19. Reporting to and taking directions from SIB Manager and Port Authority Security management staff, or designee.
20. Dress in uniform at all times while on duty.

D. Lead Tour Supervisor

The Contractor shall provide 1 Lead Tour Supervisor five (5) days a week, eight (8) hours per day Monday – Friday, 7:00am – 3:00pm. as notified the prior week and the Lead Tour Supervisor shall perform duties, which include, but are not limited to:

1. The Lead Tour Supervisors shall report to and take direction from the SIB Project Manager and the Facility Manager.
2. Have direct supervisory responsibility of SIB Security Agents, Identification Office Specialists, Tour Supervisors and Assistant Lead Tour Supervisors on post.
3. Transmit information of all incidents immediately between SIB Security Agents, Tour Supervisors and Assistant Lead Tour Supervisors on post, Facility Managers and the Port Authority Police.
4. Maintain guard personnel files.
5. Maintain guard lateness files.
6. Make arrangements to replace guards who must leave their post.
7. Prepare and attend roll calls.
8. Contact guards for work assignments.
9. Maintain daily logs of unusual incidents and requests for service.
10. Issue equipment to guards and maintain records of same.
11. Be readily available to the Manager for compliance with orders, instructions, directions and information given in writing or orally regarding the performance of services under the Contract.

12. Maintain continuing contact with all guards on duty.
13. Ensure that all posts are properly covered and equipped.
14. Review each guard's memo book for conformity as directed by the Manager and sign such in red ink. Must include date and time.
15. Lead Tour Supervisor shall have a demonstrated knowledge of rotating manpower schedules for large operations and shall perform administrative duties.
16. Prepare a written report of each tour at the end of each shift as required.
17. Report to and take directions from SIB Site Manager and Port Authority Security management staff.
18. Invalidate ID Cards and vehicle passes as directed by the Project Manager.
19. Handle all administrative tasks as required by the Project Manager.
20. Perform all other specific responsibilities and duties as required by the Project Manager.
21. Shall be in uniform as described in Exhibit 2, Uniform Specifications, paragraph D at all times while on duty.

Without limiting the generality of any other term or provision hereof, the SIB Tour Supervisor shall not perform any Security Agent or Identification Agent duties or act as relief for these positions noted hereunder at any time.

Section 28. Staten Island Bridges Position Requirements

A. SIB Security Agents

1. All uniformed SIB Security Agents shall dress in as described in Exhibit 2, Uniform Specifications, paragraph B, or coveralls as approved by the Manager, at all times while on duty and be neat and well groomed, clean in appearance without display of excessive ornamentation including visible body piercing or extra long fingernails while on post. No earrings allowed.
2. Shall not use personal cell/wireless telephone and/or communication devices while on post except as approved by the Manager.

B. Lead Tour and Tour Supervisors

- a) Only approved by and fully trained Contractor personnel approved by the Manager may perform the function of Tour Supervisor.
- b) All requirements outlined in the Section of the Proposal entitled "Tours of Duty" apply to Tour Supervisors.
- c) Tour Supervisors shall dress in as described in Exhibit 2 Uniform Specifications at all times while on duty, well-groomed, neat and clean appearance without display of excessive ornamentation including visible body piercing or extra long fingernails while on post. No earrings allowed.
- d) Tour Supervisors shall wear either black or navy blue socks (unless documented medical issues require otherwise).
- e) Tour Supervisors shall dress in the prescribed uniform at all times while on duty.

- f) Maybe be required to be Certified by the New York City Fire Department as a Fire Watch, as required by the Manager.
- g) Tour Supervisors shall not use personal cell/wireless telephone and/or communication devices while on post except as approved by the Manager.
- h) Must be on their posts at all times.

C. SIB Identification Office Specialists

All requirements outlined in the Section hereof entitled “Tours of Duty” apply to Identification Office Specialists.

1. Only fully trained Contractor personnel approved by the Manager may perform the function of Identification Office Specialist.
2. Identification Office Specialists shall be well-groomed, neat and clean appearance without display of excessive ornamentation including visible body piercing or extra long fingernails while on post. No earrings allowed.
3. Identification Office Specialists shall dress in uniform at all times while on duty.
4. Identification Office Specialists shall not use personal cell/wireless telephone and/or communication devices while on post except as approved by the Manager.
5. Relief personnel may be needed for this position.
6. Must be on their posts at all times during the required times.

Section 29. Tunnels, Bridges and Terminals (TB&T) Security Operations Center Position Duties

A. SOC Project Manager

The Security Operations Center (SOC) Project Manager is currently a shared position with the Bayonne Bridge Navigation Clearance project and is located with the TB&T SOC at PATC (240 Eire Street) in Jersey City, NJ and at the Bayonne Bridge Project located in Staten Island NY Side of the Bayonne Bridge and the NJ side of the Bayonne Bridge. The Project Manger reports directly to the TB&T Security General Manager and is the primary contact for all security issues for the SOC and the Bayonne Bridge Navigational Clearance project that are detected by SOC security operators, supervisors and guard personnel. Operational issues, incidents, staff coverage, emergencies are reported directly to the SOC Project Manager. The SOC Project Manager is also responsible for ensuring that SOC personnel follow proper protocols as set forth in the TB&T SOC Standard Operations Procedures (SOP) Manual and guard personnel follow guard post operating procedures as provided by the Authority. This includes coordination of administrative and scheduling responsibilities, hiring, training, discipline and procedural and post instructions and operating revisions.

The Contractor shall provide one (1) Project Manager five (5) days a week, Monday through Friday, during the hours 6:00 a.m. to 3:00 p.m. or as specified by the TB&T Security General Manager. The Project Manager will perform duties, which include, but are not limited to, the following:

1. On behalf of the Contractor, handle the administration of this Contract, carry out the

directions of the TB&T General Manager for Security, Manager of Security Operations and/or Designee, meet, and communicate with TB&T and Facility representatives from time to time as required.

2. Maintain guard personnel files and appropriate NY/NJ security licenses for all security guards and supervisors. Imposes disciplinary actions as well as commendation rewards as appropriate.
3. Assure appropriate Contractor personnel are available for duty including the procurement of replacement personnel as necessary.
4. Represent the Contractor at meetings at the Facilities, as may be directed by TB&T General Manager of Security, Manager of Security Operations and/or Designee or Manager.
5. Be available on-call twenty-four (24) hours a day, to assist, and/or advise the TB&T General Manager of Security, Manager of Security Operations and/or Designee.
6. Prepare written reports that may be required by the General Manager for Security, Manager of Security Operations and/or Designee.
7. Perform or cause to be performed off-hour inspections as required by the General Manger for Security, Manager of Security Operations and/or Designee or Managers.
8. Dress in business attire or as otherwise approved by the TB&T General Manager of Security or their Designee while on duty.

Without limiting the generality of any other term or provision hereof, the TB&T SOC Project Manager shall not perform any Security Guard, SOC Supervisor duties or act as relief for these positions noted hereunder at any time unless approved by the TB&T General Manger for Security, Manager of Security or their Designee.

B. TB&T SOC Supervisor

The SOC Supervisor (“SOC Supervisor”) is responsible for the proper operation of the SOC, supervision of the SOC Operator, and proper functionality of the Access Control System (ACS). The SOC Supervisor is also responsible for communicating all relevant alarm activity and resolutions of any reported alarms with the Facility Tour Manager. The specific duties for the SOC Supervisor shall include, but are not limited to, the following:

1. Supervises the SOC Operator in the performance of his/her duties. Responsible for ensuring that SOC personnel follow proper protocols as set forth in the TB&T SOC Standard Operations Procedures (SOP) Manual and guard personnel follow guard post operating procedures. Takes initial corrective and discipline action when required and reports all staff violations to the Project Manager.
2. Performs roll call for tour.
3. Follows Alarm Monitoring procedures set forth in this document.
4. Reviews and acknowledges (If verified using technology or knowledge, or if facility provides resolution) alarms in the ACS.

5. Notifies facility operations staff of all non-verifiable valid alarms, verified security breaches, and nuisance alarm activity.
6. Ensures timely acknowledgement of all facility reported alarm activity.
7. Enters all verified valid alarms, and nuisance alarm activity in *WebEOC Tour Event Log*.
8. Reviews Security Incident Reports in WebEOC for all verified security breaches or incidents.
9. Enters any ACS-relevant information from the construction coordinator's schedule into the *WebEOC Tour Event log*.
10. Performs system health checks and notifies SOC Manager of any issues.
11. Maintains nuisance, false and valid alarm records and performs analysis and reporting as requested by SOC Management staff.
12. If requested by the Facility Tour Manager, will control door access (e.g. unlock) and mask alarm points
13. Relieve prior SOC Supervisor from his assignment, take note of all founded alarms and unusual reports that occurred on the previous tour and document them properly.
14. Maintain records of all actions taken during tour.
15. Make proper notifications of all incident of significant nature.
16. Notify relieving SOC Supervisor of all outstanding alarms and properly document all open alarms.
17. Make proper notifications of any technical problems prohibited him/her or the SOC staff from performing their duties.

B. SOC Security Guard Operator

The SOC Security Guard Operator ("SOC Operator") is the primary security monitor for all alarms that occur in the ACS system. The specific duties for the SOC Operator shall include, but are not limited to, the following:

1. Follows Alarm Monitoring procedures set forth in this document
2. Monitors access to facility locations within the ACS.
3. Identifies, reviews and acknowledges (If verified using technology or knowledge) alarms in the ACS.
4. Notifies the SOC Supervisor of all non-verifiable valid alarms, verified security breaches, and nuisance alarm activity.
5. Follows Alarm Event Resolution Guidelines, as provided by the guidelines.
6. Enters all verified valid alarms, and nuisance alarm activity in *WebEOC Tour Event Log*.
7. Creates a Security Incident Report in WebEOC for all verified security breaches or

incidents.

- a. Reviews the construction coordinator's schedule in the *Tour Event Log* to assess potential impacts to the ACS.
8. As needed, assume the SOC Supervisor's responsibilities when he/she is on break or during an emergency.
9. Notify the Security Guard Supervisor of any technical problems existing within the ACS.
10. A Security Operations Center Agent must be on his/her post at all times, twenty-four hours a day, seven days a week.

Section 30. Tunnels, Bridges and Terminals (TB&T) Security Operations Center Position Requirements

The SOC Project Manager, SOC Supervisor and SOC Security Guard Operator:

- a. Must pass the National Dispatch Selection Test (NDST).
- b. Past military experience is highly desirable and a lawful preference should be given to disabled veterans.
- c. Shall have basic knowledge of computer applications and operating systems.
- d. Relief personnel may be needed for this position and only Security Operations Center Agents qualified and approved staff may perform the relief function of this position.
- e. Security Operations Agents shall comply with all requirements of the Section of the Contract entitled "Tours of Duty."
- f. Security Operations Center Agents shall dress in proper uniform at all times while on duty.
- g. Security Operations Center Agents shall not use personal cell/wireless telephone and/or communication devices while on post except as approved by the Manager.

Section 31. Port Ivory Position Duties

A. Port Ivory Security Guards

1. Maintain vehicle access logs, operational log and reports, contractor information, check pedestrian and vehicle entrance passes and provides directional and other information to drivers and pedestrians.
2. In the event of a vehicle fire, after notification of the incident to the Police Desk, utilize vehicle fire extinguishers and other available equipment pending the arrival of emergency equipment
3. Maintain post coverage.
4. Inspect vehicles as directed by the Manager.
5. Respond to and assist in situations involving fires, explosions, bomb threats, floods, crowd control and all other types of unspecified emergencies as required by the

Manager

6. Report vehicle and patron accidents occurring within the assigned area of coverage to the Police Desk. Prepare handwritten reports as required.
7. Maintain a log of activity occurring during the tour making particular note of unusual incidents or activity.
8. Inspect all operation areas of the Facility and buildings within, reporting malfunctions of equipment, such as HVAC, elevators, telephone, power and lighting and other conditions.
9. Perform all other specific responsibilities and duties as required by the Manager.
10. Maintaining post coverage and three (3) times a tour check the interior and exterior area of the Facility to report hazardous conditions within their assigned areas of coverage to appropriate parties as designed by the Manager including, but not limited to, ice, snow, flooding, holes in fencing, light outages and broken gates.
11. Notifying the Facility Manager, the Port Authority Police and any other appropriate agency, including but not limited to the NYC Fire Department, in the event of an emergency, sounding of any fire, burglar or similar alarm, any vehicle or patron accidents, and any other unusual incidents; and assisting the Port Authority Police by rendering aid, such as utilizing fire extinguishers and other available equipment, to persons in public areas at the Facility, when required, until the arrival of Police or other emergency service.
12. Must be certified by New York City Fire Department (FDNY) as Fire Watch and provide fire watch coverage as required by the Manager.
13. The Port Ivory Security Agents are required to report for duty ½ hour prior to their assigned tour in order to stand roll call.

B. Port Ivory Tour Supervisor

The Contractor shall provide one Tour Supervisor seven days a week, eight (8) hours per day Monday through Friday and two (2) hours per day Saturday and Sunday, who will perform duties, which will include but are not limited to:

1. Direct supervisory responsibility of Port Ivory Security Guards on post.
2. The Port Ivory Tour Supervisor shall report directly to the Teleport/SIB/Port Ivory Project Manager.
3. Shall make two (2) inspections of the guards on post of at least one (1) hour in duration per shift.
4. Transmit information between Guards on post, the Manager, and the Port Authority Police.
5. Maintain guard personnel files.
6. Maintain guard lateness files.
7. Make arrangements to replace guards who must leave their post.

8. Contact guards for work assignments.
9. Maintain daily logs of unusual incidents and requests for service.
10. Issue equipment to guards and maintain records of same.
11. Be readily available to the Manager for compliance with orders, instructions, directions and information, given in writing or orally regarding the performance of services under the Contract.
12. Maintain continuing contact with all guards on duty.
13. Ensure that all posts are properly covered and equipped.
14. Review each guard's memo book for conformity as directed by the Manager and sign such in red ink. Must include date and time of review.
15. Perform administrative duties as required.
16. Prepare a written report of each tour at the end of each shift as required.
17. Report to and taking directions from Port Ivory and Port Authority management staff.
18. Dress in uniform at all times while on duty.

Without limiting the generality of any other term or provision hereof, the Port Ivory Tour Supervisor shall not perform any Security Agent, or Identification Agent duties or act as relief for these positions noted hereunder at any time.

Section 32. Port Ivory Position Requirements

- A. All uniformed Port Ivory Security Agents shall be in uniform at all times as described in Exhibit 2, Uniform Specifications, paragraph B, neat and well groomed, be clean in appearance without display of excessive ornamentation including visible body piercing or extra long fingernails while on post. No earrings allowed.
- B. Port Ivory Security Agents shall wear either black or navy blue socks (unless documented medical issues require otherwise).
- C. Tour Supervisor shall have a demonstrated knowledge of rotating manpower schedules for large operations.
- D. Shall not use personal cell/wireless telephone and/or communication devices while on post except as approved by the Manager.

Section 33. PATH Position Duties (Various Locations)

The Contractor shall supply the following positions: PATH Security Guard, PATH Central Security Station Guard, PATH Tour Supervisor, PATH Lead Tour Supervisor, PATH Project Manager in accordance with the following:

A. PATH Security Guard (Booth, Rover, Train Station)

Security Guards are assigned to posts throughout the PATH system and are responsible for maintaining both security and situational awareness as the "eyes and ears" in the field. Security Guards are trained to identify potential security issues such as unattended bags,

unauthorized persons in track area, and other security concerns that may arise in the area of their post. These Guards are also trained to detect anomalies in PATH passenger behavior and identify suspicious acts. Security Guards are required to communicate with the Supervisor in the Security Operations Center (SOC) regarding any issues, including but not limited to observations of incidents, sickness, personal breaks (restroom/lunch), as well as other emergencies that may require the Security Guard to vacate his/her post.

The Contractor's PATH Security Guard shall perform guard services at all posts listed below, and other areas as shall be directed by the Superintendent, Manager of Security Operations and/or Designee from time to time and shall report to the Tour Supervisor. Their duties shall include but shall not be limited to, the following:

1. Palm/Sign in, attend roll call prior to maintaining post coverage.
2. Maintain a detailed log of activity occurring during the tour making particular note of unusual incidents or activities. Prepare written reports as requested.
3. Screen, monitor and/or log persons seeking access to restricted areas of the Facilities. Check identification of all persons entering the restricted area of the Facilities. Maintain logbook (on all tours) of entry of all persons into the restricted areas of the Facility.
4. Perform hourly walk through inspections of the Facility as required by the Superintendent, Manager of Security Operations and/or Designee.
5. Maintain vehicle access log verifying driver name, company name, vehicle plate number and state, tenant destination, time in/out and location of parked vehicle. Contact appropriate building personnel to verify delivery. Inspect vehicles and check vehicle passes and provide directional and other information to drivers when possible.
6. Monitor authorized parking spaces and confirm that proper parking permits are displayed. Keep areas clear of unauthorized parked or standing vehicles to allow for response of emergency service vehicles such as Police, Fire or Ambulances.
7. Monitor the pick-up and delivery of waste compactors and dumpsters.
8. Report vehicle and patron accidents occurring within the assigned area of coverage to the Police Desk.
9. Monitor and report any illegal activities such as public drinking of alcoholic beverages, panhandling, and unauthorized parking to the Police Desk.
10. Report hazardous conditions within their assigned areas of coverage to appropriate personnel as designated by the Superintendent, Manager of Security Operations and/or Designee, including, but not limited to inclement weather such as ice, snow, flooding, and damages related to vandalism, security concerns such as holes in fencing, light outages and broken gates.
11. Respond to and investigate door alarms, fire alarms and intrusion alarms at the facility and report findings to the appropriate supervisor .
12. Provide construction escorts as directed by the Superintendent, Manager of Security Operations and/or Designee.
13. Assist the Port Authority Police by rendering aid, when required, to persons in public areas at the Facility until the arrival of emergency responders
14. In the event of a fire, notification is made of the incident to the Port Authority Police Desk and supervisory personnel, and awaits instructions by same, Use of watchclock (Security Detex) or any similar technology such as an Electronic Guard Tour

Monitoring System.

15. Reporting of emergency situations involving fires, explosions, bomb or terroristic threats, floods, crowd control and all other types of unspecified emergencies to the Port Authority Police as required by the Superintendent, Manager of Security Operations and/or Designee, and assist when required.
16. Perform all other specific duties as required by the Superintendent, Manager of Security Operations and/or Designee.

B. PATH Journal Square Transportation Center (JSTC) Facility Guard

The Contractor shall provide three (3) JSTC Facility Guards Guard seven (7) days a week, twenty-four (24) hours per day.

The PATH JSTC Facility Guard shall be specifically assigned to PATH's Central Security Station reporting to the Superintendent, Manager of Security Operations and/or Designee and the Tour Supervisor. Their duties shall include, but not be limited to, the following:

1. Palm/Sign in, attend roll call prior to maintaining post coverage.
2. Maintain a detailed log of activity occurring during the tour making particular note of unusual incidents or activities. Prepare written reports as requested.
3. Screen, monitor and log persons seeking access to restricted areas of the Facility. Check identification of all persons entering the restricted areas of the Facility.
4. Maintain logbook (on all tours) of entry of all authorized persons into the restricted areas of the Facility.
5. Monitor and limit passage into restricted areas to authorized personnel utilizing the computerized security access systems.
6. Ensure that all deliveries to building are confirmed by telephone prior to building access.
7. Report vehicle and patron accidents occurring within the assigned area of coverage to the Police Desk.
8. Monitor and report any illegal activities such as public drinking of alcoholic beverages and panhandling to the Police Desk. Report hazardous conditions within their assigned areas of coverage to appropriate personnel as designated by the Superintendent, Manager of Security Operations and/or Designee, including, but not limited to inclement weather such as ice, snow, flooding, and damages related to vandalism, security concerns such as holes in fencing, light outages and broken gates.
9. Notify JSTC Operations/Maintenance Staff, Port Authority Police Desk, or Watch Engineer in the event of an emergency, sounding of any fire, intrusion alarm.
10. In the event of a fire, after notification of the incident to the Police Desk and proper authorities. Monitor and report activation of emergency egress alarms system to Port Authority Police Desk.
11. At the sounding of fire alarm, restrict all individuals (with the exception of rescue personnel) from entering the office tower until an "all clear" signal is given. All individuals should be directed to the rendezvous area on Plaza level, away from the building.
12. Monitor CCTV/monitors and report any unusual or suspicious activities to the Port Authority Police Desk.

13. Perform all other specific responsibilities and duties as required by the Superintendent, Manager of Security Operations and/or Designee.

C. PATH Mobile Tour Supervisor (PATH Facility and/or Train Station)

The Contractor shall provide for each role one (1) Tour Supervisor seven (7) days a week, twenty-four (24) hours per day. The Tour Supervisor will assist the Lead Tour Supervisor and/or PATH Project Manager in the performance of the guard service and will perform duties, which will include, but are not limited to:

1. Direct supervisory responsibility of PATH Security Guard and PATH Central Security Station Guard on post.
2. Transmit information between Guards on post, the PATH Security Supervisor and the Port Authority Police.
3. Maintain guard lateness files.
4. Arrange to relieve guards who must leave their post.
5. Conducts all roll call sessions
6. Contact guards for work assignments.
7. Maintain daily logs of unusual incidents and requests for service of equipment.
8. Review written reports prepared by personnel for clarity, consistency and accuracy.
9. Issue equipment to guards and maintain records of same.
10. Be readily available to the Superintendent, Manager of Security Operations and/or Designee for compliance to orders, instructions, directions and information, given in writing or orally, regarding the performance of services under the Contract.
11. Maintain continuing contact with all guards on duty.
12. Visit each guard post at the Facilities and train stations on a continuous basis throughout the shift.
13. Ensure that all posts are properly covered and equipped.
14. Review each guard's memo book at each site visit for conformity as directed by the Superintendent, Manager of Security Operations and/or Designee and sign-in sheets of each tour at the end of each shift.
15. Provide, maintain and file approved sign-in sheets of each tour at the end of each tour.
17. Review watchclock (Security Detex) records, or any similar technology such as an Electronic Guard Tour Monitoring System.
18. Prepare a written report of each tour at the end of each shift as required.
19. Dress in uniform at all times while on duty.

Without limiting the generality of any other term or provision hereof, the PATH Tour Supervisor shall not perform any PATH Security Guard or PATH JSTC Facility Guard duties or act as relief for these positions noted hereunder at any time except in an

emergency.

D. PATH Lead Tour Supervisor (PATH Facilities, PATH Train Stations/SOC)

The Contractor shall provide two (2) Lead Tour Supervisors per shift, seven (7) days a week, eight (8) hours per day, and will perform duties, which will include, but are not limited to:

1. The Lead Tour Supervisors shall report to and take directions from the PATH Project Manager and the Facility Manager.
2. Direct supervisory responsibility of PATH Security Guards and Security Guard Tour Supervisors on post.
3. Transmit information of all incidents immediately between PATH Security Guards, PATH Facilities staff, and Tour Supervisors on post, PATH management, PATH Project Manager and the Port Authority Police.
4. Maintain security guard personnel files
5. Maintain security guard attendance records.
6. Make arrangements to replace security guards who must leave their post
7. Prepare and attend roll calls
8. Contact security guards for work assignments
9. Maintain daily logs of unusual incidents and requests for service
10. Issue equipment to guards and maintain records of same
11. Be readily available for the Project Manager or Superintendent, Manager of Security Operations, and/or designee for compliance to orders, instructions, directions and information, given in writing or orally regarding the performance of services under the Contract.
12. Maintain continuing contact with all security guards on duty
13. Ensure that all posts are properly covered and equipped
14. Have a demonstrated knowledge of rotating manpower schedules for large operations and shall perform administrative duties
15. Prepare a written report of each tour at the end of each shift as required.
16. Report to and take directions from PATH Project Manager and Port Authority Security management staff.
17. Validate ID cards and vehicle passes as directed by the Project Manager and Superintendent, Manager of Security Operations and/or designee.
18. Handle all administrative tasks as required by the Project Manager
19. Perform all other specific responsibilities and duties as required by the Project Manager.
20. Be in required uniform at all times while on duty

E. PATH Project Manager Duties

The Contractor shall provide one (1) Project Manager five (5) days a week, Monday through Friday, during the hours 6:00 a.m. to 3:00 p.m. The Project Manager will perform duties, which include, but are not limited to, the following:

1. On behalf of the Contractor, handle the administration of this Contract for PATH, carry out the directions of the Superintendent, Manager of Security Operations and/or Designee and Facility Managers, and meet and communicate with PATH and Facility representatives from time to time as required.
2. Maintain guard personnel files and copies of appropriate NY/NJ security licenses for all security guards and supervisors. Impose disciplinary actions as well as commendation rewards as appropriate.
3. Assure appropriate Contractor personnel are available for duty including the procurement of replacement personnel as necessary.
4. Represent the Contractor at meetings at the Facilities, as may be directed by the Superintendent, Manager of Security Operations and/or Designee or Manager.
5. Be available on-call twenty-four (24) hours a day, to assist, and/or brief the Superintendent, Manager of Security Operations and/or Designee.
6. Prepare written reports that may be required by the Superintendent, Manager of Security Operations and/or Designee.
7. Perform or cause to be performed off-hour inspections as required by the Superintendent, Manager of Security Operations and/or Designee or Managers.
8. Dress in business attire at all times while on duty.

Without limiting the generality of any other term or provision hereof, the PATH Project Manager shall not perform any PATH Security Guard, PATH JSTC Facility Guards, or PATH Tour Supervisor duties or act as relief for these positions noted hereunder at any time.

Note: The cost of the PATH Project Manager shall be included as part of the Management Fee.

F. SOC Security Guard Personnel

One (1) SOC Tour Supervisor and two (2) Security Guard Operators regularly staff the PATH Security Operations Center (PTCC). One (1) SOC Tour Supervisor and two (2) SOC Guards regularly staff the PATH Security Operations Center (JSTC). These contract security guards perform eight (8) hour shifts, three (3) times a day for 24 hour / 7 weekly coverage. An additional SOC Supervisor performs a regular workweek schedule (0800-1600, Monday – Friday). The Contractor shall provide the required relief for breaks and meals with only qualified Security Operations Center Agent staff.

E. SOC Tour Supervisor – PTCC

The SOC Tour Supervisor is responsible for all security surveillance operations and incident notification in the SOC when on duty. Duties include but are not limited to:

1. Primary call taker for incoming calls to the SOC.
2. Maintains the SOC personnel tour roster for the shift and perform the shift rollcall.
3. Maintains the Meal/Break Relief Call-In Log.
4. Secondary operator of the Verint CCTV monitor.
5. Secondary SOC Operator relief during meal/break.
6. Maintains personal Daily Operating Log.
7. Additional administrative functions (i.e. fax, copy, scan) as required.
8. Makes determinations on action necessary for reported/observed incidents & alarm.
9. Notifies the Train Master, PAPD, PATH Project Manager and Port Authority Management of alarm incidents as appropriate.
10. Ensures all communication equipment and systems are functional and immediately report any equipment malfunction to his/her immediate supervisor and Port Authority Operations.
11. Maintain all post orders.
12. Performs administrative functions relating to security systems including, but not limited to, generation of ancillary reports and other items.
13. Develops and submits full reports to supervisors of all unusual circumstances,
14. Observes and reports criminal and/or suspicious activity to the PAPD and PATH security staff.
15. Report to appropriate parties such as supervisor, Port Authority Manager, etc. information regarding hazardous conditions such as, but not limited to: 1) ice, 2) snow conditions, 3) holes in fences, 4) defective lighting and/or power outages, 5) open, unlocked and/or broken gates and 6) sounding of alarms, etc.

F. Security Guard Operator - Station One (A) - PTCC

1. Oversees the monitoring of the PATH internal CCTV (inside stations).
2. Monitors and reports Access Control and Laser Intrusion Detection (LIDS) system alarms.
3. Provide follow up alarm resolution and record keeping functions as appropriate.
4. Maintains personal Daily Operating Log.
5. Completes Security Incident Report upon occurrence of an incident.

G. Security Guard Operator - Station Two (B) - PTCC

1. Oversees monitoring of the PATH external CCTV (outside locations) including the thermal (FLIR) Cameras.
2. Monitors and reports Video Analytics alarms within the PATH system.
3. Maintains personal Daily Operating Log.
4. Completes Security Incident Report upon occurrence of an incident.

H. SOC Tour Supervisor – Journal Square (JSTC)

The SOC Supervisor is responsible for all security surveillance operations and incident notification in the SOC when on duty. Duties include but are not limited to:

1. Primary call taker for incoming calls to the SOC.
2. Maintains the SOC personnel tour roster for the shift and perform the shift rollcall.
3. Maintains the Meal/Break Relief Call-In Log.
4. Secondary operator of the selectable CCTV monitoring.

5. Secondary SOC Operator relief during meal/break.
6. Maintains personal Daily Operating Log.
7. Performs additional administrative functions (i.e. fax, copy, scan) as required.
8. Determines the necessary actions for reported/observed incidents & alarms consistent with the standard operations manual (SOP)
9. Notifies PATH Project Manager and Port Authority Management as appropriate
10. Ensures all communication equipment and systems are functional and immediately report any equipment not properly working to his/her immediate supervisor and Port Authority Operations.
11. Familiarize him/herself with all post orders.
12. Performs administrative functions relating to security systems including, but not limited to, generation of ancillary reports and other items, if applicable.
13. Develops and submits full reports to supervisors of all unusual circumstances.
14. Observes and reports criminal and/or suspicious activity to the Port Authority Police and PATH security staff.
15. Reports to appropriate parties, such as supervisor, Port Authority Manager, etc. information regarding hazardous conditions such as, but not limited to: 1) ice, 2) snow conditions, 3) holes in fences, 4) defective lighting and/or power outages, 5) open, unlocked and/or broken gates and 6) sounding of alarms.

I. Security Guard Operator - Station One (A)

1. Oversees monitoring of the PATH internal and external CCTV on both the desktop and on the video wall, including thermal (FLIR) cameras.
2. Monitors and reports video analytics alarms within the PATH system.
3. Maintains personal Daily Operating Log.
4. Completes Security Incident Report upon occurrence of an incident.
5. Utilizes behavior recognition techniques when necessary.

J. Security Guard Operator - Station Two (B)

1. Oversees monitoring of the PATH internal and external CCTV on both the desktop and on the video wall, including thermal (FLIR) Cameras.
2. Monitors and reports Video Analytics alarms within the PATH system.
3. Maintains personal Daily Operating Log.
4. Completes Security Incident Report upon occurrence of an incident.
5. Utilizes behavior recognition techniques when necessary.

Section 34. PATH Position Requirements (Various Locations)

A. General Requirements:

1. All uniformed PATH Guards shall be in uniform at all times as described in Exhibit 2, Uniform Specifications, paragraph B, neat and well groomed, be clean in appearance without display of excessive ornamentation including visible body piercing or extra long fingernails while on post. No earrings allowed.
2. Tour Supervisors shall have a demonstrated knowledge of rotating manpower schedules for large operations.

3. Shall not use personal cell/wireless telephone and/or communication devices while on post except as approved by the Manager.

B. Specific Requirements:

1. PATH Security Agent

- a) All uniformed PATH Security Agents shall be in uniform as described in Exhibit 4, Uniform Specifications, paragraph B, neat and well groomed, be clean in appearance without display of excessive ornamentation including visible body piercing or extra long fingernails while on post. No earrings allowed.
- b) PATH Security Agents shall wear either black or navy blue socks (unless documented medical issues require otherwise).
- c) Shall not use personal cell/wireless telephone and/or communication devices while on post except as approved by the Superintendent.
- d) Relief personnel are required for this position.
- e) All requirements outlined in Section 49 hereof entitled "Tours of Duty" apply to the PATH Security Agent.

2. PATH Central Security Station Guard

- a) Relief personnel are required for this position.
- b) Only fully trained contractor personnel approved by the Superintendent may perform the function of the PATH Central Security Station Agent.
- c) All requirements outlined in Section 49 hereof entitled "Tours of Duty" apply to the PATH Central Security Station Agent.
- d) PATH Central Security Station Agent shall be in uniform as described in Exhibit 2, Uniform Specifications, paragraph B, well-groomed, neat and clean appearance without display of excessive ornamentation including visible body piercing or extra long fingernails while on post. No earrings allowed.
- e) Shall not use personal cell/wireless telephone and/or communication devices while on post except as approved by the Superintendent.

3. PATH SOC Security Guard Personnel:

- a) Must pass the National Dispatch Selection Test (NDST)
- b) Past military experience is highly desirable and a lawful preference should be given to disabled veterans.
- c) Shall have basic knowledge of computer applications and operating systems.
- d) Relief personnel may be needed for this position and only Security Operations Center Agents qualified and approved staff may perform the relief function of this position.
- e) Security Operations Agents shall comply with all requirements of the Section of the Contract entitled "Tours of Duty."
- f) Security Operations Center Agents shall dress in proper uniform at all times while

on duty. Security Operations Center Agents shall not use personal cell/wireless telephone and/or communication devices while on post except as approved by the Airport Manager.

4. Lead Tour and Tour Supervisors

- a) Only approved by and fully trained Contractor personnel approved by the Manager may perform the function of Tour Supervisor.
- b) All requirements outlined in the Section of the Proposal entitled “Tours of Duty” apply to Tour Supervisors.
- c) Tour Supervisors shall dress in as described in Exhibit 2, Uniform Specifications at all times while on duty, well-groomed, neat and clean appearance without display of excessive ornamentation including visible body piercing or extra long fingernails while on post. No earrings allowed.
- d) Tour Supervisors shall not use personal cell/wireless telephone and/or communication devices while on post except as approved by the Manager.
- e) Must be on their posts at all times.

Section 35. WTC Position Duties

A. WTC Security Agents

The Contractor’s WTC Security Agents shall perform guard services, twenty-four (24) hours per day, seven (7) days a week at various areas of the Facility and other areas as shall be directed by the Manager from time to time. Their Duties shall include, and not be limited to, the following:

1. Scan badges for persons and vehicles seeking access to the Facility.
2. Maintain post coverage.
3. Each WTC Security Agent shall report to the WTC Tour Supervisor.
4. Check vehicles for need of access to the site such as delivery or maintenance vehicles.
5. Report hazardous or nuisance conditions, accidents, medical needs, fires and unusual incidents and activities within their assigned areas of coverage to the WTC Tour Supervisor, including, but not limited to, ice, snow, flooding, holes in fencing, light outages and broken gates.
6. Communicate all radio transmission to the WTC Tour Supervisor.
7. Support, as requested, the Port Authority Police and reporting any incidents to the WTC Tour Supervisor. Respond to and assist the Port Authority Police, as requested, with crowd control generally, and in situations involving fires, bomb threats flooding conditions, and all other types of unspecified emergencies as required by the Manager.
8. Maintain a log of activity occurring during the tour, making particular note of unusual incidents or activity.
9. Respond to and assist in situations involving fires, explosions, bomb threats, floods,

crowd control and all other types of unspecified emergencies as required by the WTC Tour Supervisor.

10. In the event of a vehicle fire, after notification of the incident to the WTC Tour Supervisor and Police Desk, utilize vehicle fire extinguishers and other available equipment pending the arrival of emergency equipment.
11. Monitor vehicles and personnel in secured/restricted areas.
12. Monitor the computerized security system including the CCTV installations and fence monitoring installations.
13. Perform all other specific responsibilities and duties as required by the Manager.

B. WTC Identification Office Specialist

The Contractor shall provide two Identification Office Specialists between the hours of 6:00am – 3:00pm, seven days a week.

1. Reporting to the WTC Tour Supervisor and WTC Security Technology Specialist, the Identification Office Specialists shall assist with the issuance of Identification (ID) Cards and vehicle passes to all personnel as approved and authorized by Port Authority staff.
2. Review all security Identification applications for appropriate written documentation.
3. Conduct phone call verification as part of this review process as required by Port Authority staff.
4. Perform routine audits of all ID cards issued
5. Perform all other specific responsibilities and duties as required by the Project Manager

C. WTC Lead Tour Supervisor

The Contractor shall provide 4 Lead Tour Supervisor(s) per shift, seven (7) days a week, twenty-four (24) hours per day as notified the prior week and the Lead Tour Supervisor shall perform duties, which include, but are not limited to:

1. The Lead Tour Supervisors shall report to and take direction from the WTC Project Manager and the Facility Manager.
2. Have direct supervisory responsibility of WTC Security Agents, Identification Office Specialists, Tour Supervisors and Assistant Lead Tour Supervisors on post.
3. Transmit information of all incidents immediately between WTC Security Agents, Tour Supervisors and Assistant Lead Tour Supervisors on post, Facility Managers and the Port Authority Police.
4. Maintain guard personnel files.
5. Maintain guard lateness files.
6. Make arrangements to replace guards who must leave their post.
7. Prepare and attend roll calls.

8. Contact guards for work assignments.
9. Maintain daily logs of unusual incidents and requests for service.
10. Issue equipment to guards and maintain records of same.
11. Be readily available to the Manager for compliance with orders, instructions, directions and information given in writing or orally regarding the performance of services under the Contract.
12. Maintain continuing contact with all guards on duty.
13. Ensure that all posts are properly covered and equipped.
14. Review each guard's memo book for conformity as directed by the Manager and sign such in red ink. Must include date and time.
15. Lead Tour Supervisor shall have a demonstrated knowledge of rotating manpower schedules for large operations and shall perform administrative duties.
16. Prepare a written report of each tour at the end of each shift as required.
17. Report to and take directions from WTC Site Manager and Port Authority Security management staff.
18. Invalidate ID Cards and vehicle passes as directed by the Project Manager.
19. Handle all administrative tasks as required by the Project Manager.
20. Perform all other specific responsibilities and duties as required by the Project Manager.
21. Shall be in uniform as described in Exhibit 2, Uniform Specifications, paragraph D at all times while on duty.

D. WTC Assistant Lead Tour Supervisor

The Contractor shall provide Assistant Lead Tour Supervisor(s), seven (7) days a week, twenty-four (24) hours per day as notified the prior week and will perform duties, which will include but are not limited to:

- 1) The Assistant Lead Tour Supervisors shall report to and take direction from the WTC Project Manager, Lead Tour Supervisor and the Facility Manager.
- 2) Have direct supervisory responsibility of WTC Security Agents, Identification Office Specialists and Tour Supervisors on post.
- 3) Transmit information of all incidents immediately between WTC Security Agents, Tour Supervisors and Lead Tour Supervisors on post, Facility Managers and the Port Authority Police.
- 4) Maintain guard personnel files.
- 5) Maintain guard lateness files.
- 6) Make arrangements to replace guards who must leave their post.
- 7) Prepare and attend roll calls.

- 8) Contact guards for work assignments.
- 9) Maintain daily logs of unusual incidents and requests for service.
- 10) Issue equipment to guards and maintain records of same.
- 11) Be readily available to the Manager for compliance to orders, instructions, directions and information, given in writing or orally regarding the performance of services under the Contract.
- 12) Maintain continuing contact with all guards on duty.
- 13) Ensure that all posts are properly covered and equipped.
- 14) Review each guard's memo book for conformity as directed by the Manager and sign such in red ink. Must include date and time.
- 15) Assistant Lead Tour Supervisor shall have a demonstrated knowledge of rotating manpower schedules for large operations and shall perform administrative duties.
- 16) Prepare a written report of each tour at the end of each shift as required.
- 17) Report to and take directions from WTC Site Manager and Port Authority Security management staff.
- 18) Invalidate ID Cards and vehicle passes as directed by the Project Manager.
- 19) Handle all administrative tasks as required by the Project Manager.
- 20) Perform all other specific responsibilities and duties as required by the Project Manager.
- 21) Shall be in uniform as described in Exhibit 2, Uniform Specifications, paragraph C at all times while on duty.

Figures are consistent for seven (7) day week

6am- 2pm Posts	2pm- 10pm Posts	10pm- 6am Posts
3	1	1

E. WTC Project Manager Duties

The Contractor shall provide one Project Manager five (5) days a week, Monday through Friday, during the hours 8:00 a.m. to 5:00 p.m. The Project Manager will perform duties, which include but are not limited to the following at the WTC:

- 1) On behalf of the Contractor, handle the administration of this Contract for WTC, carry out the directions of the Manager, and meet and communicate with Port Authority representatives from the Facility from time to time as required.
- 2) The WTC Tour Supervisor shall report to the WTC Project Manager

- 3) Assure that appropriate Contractor personnel are available for duty, including the procurement of replacement personnel as necessary.
- 4) As may be directed by the Manager, represent the Contractor at meetings at each Facility concerning the operations of the Contractor under this Agreement.
- 5) Be available on-call twenty-four (24) hours a day, to assist, and advise the Manager on the operations of the Contract hereunder.
- 6) Prepare written reports that may be required by the Manager.
- 7) Perform or cause to be performed off-hour inspections as required by the Manager.
- 8) Dress in business attire at all times while on duty.

Without limiting the generality of any other term or provision hereof, the WTC Project Manager shall not perform any Security Agent, Central Station Security Agent, Identification Office Specialist, WTC Security Technology Specialist, Tour Supervisor duties or act as relief for these positions noted hereunder at any time.

Note: The cost of the WTC Project Manager shall be included as part of the Management Fee for the WTC.

F. WTC Security Agents – Operational Space

The Contractor's WTC Security Agents (Operations) shall perform guard services, twenty-four (24) hours per day, seven (7) days a week at various areas of the Facility and other areas as shall be directed by the Manager from time to time. These posts may be fixed or roving. Their Duties shall include, and not be limited to, the following:

1. Maintain post coverage.
2. Maintain incident reports of activity occurring during the tour making particular note of unusual incidents or activity. Prepare written reports as requested.
3. Report patron accidents occurring within the assigned area of coverage to the Tour Supervisor.
4. Monitor and report any illegal activities such as public drinking and panhandling to the Tour Supervisor.
5. Report hazardous conditions within their assigned areas of coverage to appropriate parties as designated by the Tour Supervisor, including, but not limited to, ice, snow, flooding, holes in fencing, light outages and broken gates.
6. Notify Tour Supervisor and Police Desk in the event of an emergency, sounding any fire or intrusion alarm.
7. At the sounding of the fire alarm, restrict all individuals (with the exception of rescue personnel) from entering the office tower until an "all clear" signal is given. All individuals should be directed to the Plaza level, away from the building.
8. Monitor CCTV/monitors and report any unusual or suspicious activities to the Tour Supervisor and the Police Desk.
9. Perform all other specific responsibilities and duties as required by the Manager.

10. Deter crimes against persons and properties.
11. Assist the travelling public and visitors in wayfinding.
12. Monitor compliance with Port Authority Safety Policies.
13. Have certification in Fire Watch.

*Figures are consistent for seven day week

Location	6am-2pm Posts	2pm-10pm Posts	10pm-6am Posts
Interior Common Areas	20	20	14
Site Infrastructure (Back of House)	2	2	2
Security Mobile Tour	2	2	2

G. Security Command Center Operators

The Contractor’s WTC Command Center Operators shall perform a variety of roles in security command and coordination centers sitewide. Their Duties shall include, and not be limited to, the following:

1. Monitor sitewide access control points.
2. Monitor sitewide CCTV system feeds.
3. Receive and disseminate information regarding site activity and special events.
4. Operate situational awareness software.
5. Investigate alarm points regarding access control, building management systems, vertical transportation systems etc.
6. Support first responders both in the command center and responding to events.

*Figures are consistent for seven (7) day week

Location	6am-2pm Posts	2pm-10pm Posts	10pm-6am Posts
Command Center 1	4	4	3
Command Center 2	3	3	3

Command Center 3	6	6	5
------------------	---	---	---

Section 36. WTC Position Requirements

A. General requirements:

1. Assignment of individual personnel to any position below is subject to Port Authority Approval.
2. Prior United States Military personnel is preferred.
3. All issued uniforms shall be as per Exhibit 2.
4. Electronic incident reports shall be delivered to designated World Trade Center Port Authority supervisors and managers.
5. All Guards assigned to the WTC Site must have a valid 10-hour OSHA Construction Safety and Health Training Card obtained within the last five (5) years.

B. WTC Security Agents

1. All uniformed WTC Security Agents shall be in uniform as described in Exhibit 2, Uniform Specifications, paragraph B or in coveralls as approved by the Manager and be neat and well groomed, clean in appearance without display of excessive ornamentation including visible body piercing or extra long fingernails while on post. No earrings allowed.
2. WTC Security Agents shall wear either black or navy blue socks (unless documented medical issues require otherwise).
3. Shall not use personal cell/wireless telephone and/or communication devices while on post except as approved by the Manager.

C. WTC Identification Office Specialists

1. All requirements outlined in the Section hereof entitled “Tours of Duty” apply to Identification Office Specialists.
2. Only fully trained Contractor personnel approved by the Manager may perform the function of Identification Office Specialist.
3. Identification Office Specialists shall be well-groomed, neat and clean appearance without display of excessive ornamentation including visible body piercing or extra long fingernails while on post. No earrings allowed.
4. Identification Office Specialists shall dress in uniform at all times while on duty.
5. Identification Office Specialists shall not use personal cell/wireless telephone and/or communication devices while on post except as approved by the Manager.
6. Relief personnel may be needed for this position.
7. Must be on their posts at all times during the required times.

D. WTC Security Agents – Operational Space

1. Experience in security operations at a high pedestrian throughput facility is required.
2. Individual must be assertive and vocal.
3. Individual must be professional and reliable.
4. Courteous, “customer-service” demeanor is required.
5. Ability to communicate way-finding and directions with pedestrians.
6. Familiarity with Downtown New York City and surrounding area is desired.
7. Knowledge of the World Trade Center site is desired.
8. Position is “Veteran’s Preference” for applicants.

E. Security Command Center Operators

1. Experience in security operations is required.
2. Strong understanding of security and building management systems is required.
3. Ability to receive and disseminate information clearly is required.
4. Ability to support First Responders as directed is required.
5. Ability to multi-task and prioritize is required.
6. Position is “Veteran’s Preference” and/or “Disabled Veteran’s Preference” for applicants.

Section 37. New York Leased Properties Duties

The Contractor's Security Guards shall perform security services at the New York Leased Properties including any construction sites as shall be directed by the Manager from time to time, which shall include, but shall not be limited to, the following services:

A. NYLP Security Agents

1. Maintain a detailed log of activity occurring during the tour making particular note of unusual incidents or activity. Prepare written reports as requested.
2. Maintain post coverage.
3. Screen, monitor and log persons seeking access to restricted areas of the Facility. Check identification of all persons entering the restricted area of the Facility, including all Port Authority staff.
4. Maintain logbook of off-hour (5:30 p.m. – 6:30 a.m.) entry of all authorized persons into the restricted area of the Facility.
5. Must be Certified by New York City Fire Department as Fire Watch and provide Fire Watch coverage.
6. Respond to and assist in situations involving fires, explosions, bomb threats, floods, crowd control, elevator failures, building evacuations, and all other types of unspecified emergencies as required by the Manager.
7. Assist by rendering aid to persons at the Facility when required until the arrival of medical assistance.
8. Respond to and investigate door alarms, fire alarms, equipment alarms, or intrusion alarms at the facility and report disposition to the Tour Supervisor.

9. Request and inspect all "Property Removal Passes" for all items, including and not limited to electronic equipment, office equipment, furniture and large boxes (larger than a "shoe box"). Personal electronic devices can be removed if a receipt can be produced.
10. In the event of a fire, after notification of the incident to the Operations Desk, utilize fire extinguishers and other available equipment pending the arrival of emergency equipment.
11. Perform security observe and reports at the intervals and during the time periods specified by the Manager, and take any required follow-up actions for all abnormal conditions found.
12. Use of watch-clocks or similar technology such as an Electronic Guard Tour Monitoring System (EGTMS).
13. Perform monthly inspection of all Fire Extinguishers and Automatic External Defibrillators (AEDs), and report findings to the Manager
14. Adhere to and enforce any Special Orders assigned for a particular time, place, and/or circumstance, as applicable.
15. Perform all other specific responsibilities and duties as required or requested by the Manager.

B. NYLP Tour Supervisor

The Contractor shall provide Tour Supervisors that will perform duties, which will include, but are not limited to:

1. The NYLP Tour Supervisor shall report to the NYLP/NJP/NYMT/NJMT/MOTBY Project Manager.
2. Act on behalf of the Project Manager in his/her absence.
3. Have direct supervisory responsibility of NYLP Security Agents performing services on post.
4. Transmit information between Guards on post, the Security Contractor, the NYLP Security Manager, and the Port Authority Police.
5. Maintain guard lateness files.
6. Make arrangements to relieve guards who must leave their post.
7. Prepare and attend roll calls.
8. Contact guards for work assignments.
9. Maintain daily logs of unusual incidents and requests for service.
10. Tour Supervisors shall have a demonstrated knowledge of rotating manpower schedules for large operations and shall perform administrative duties.
11. Review written reports prepared by personnel for clarity, consistency and accuracy.
12. Issue equipment to guards and maintain records of same.

13. Be readily available to the Manager for compliance to orders, instructions, directions and information, given in writing or orally regarding the performance of services under the Contract.
14. Maintain continuing contact with all guards on duty.
15. Visit each guard post at the Facility on a continuous basis throughout the shift.
16. Ensure that all posts are properly covered and equipped.
17. Review each guard's memo book at each site visit for conformity as directed by the Manager and sign such in red ink. Must include date and time.
18. Provide, maintain and file approved sign-in sheets of each tour at the end of each shift.
19. Generate, Review, and file Electronic Guard Tour Monitoring System (EGTMS) watch-clock records.
20. Prepare a written report of each tour at the end of each shift as required.
21. Shall be in uniform as described in Exhibit 2, Uniform Specifications, paragraph D, at all times while on duty.
22. Perform all other specific responsibilities and duties as required or requested by the Manager.

Section 38. New York Leased Properties Position Requirements

A. NYLP Security Agents

1. All uniformed NYLP Security Agents shall be in uniform as described in Exhibit 2, Uniform Specifications, paragraph B, neat and well groomed, be clean in appearance without display of excessive ornamentation including visible body piercing or extra long fingernails while on post. No earrings allowed.
2. NYLP Security Agents shall wear either black or navy blue socks (unless documented medical issues require otherwise).
3. Shall not use personal cell/wireless telephone and/or communication devices while on post except as approved by the Superintendent.
4. Relief personnel are required for this position.
5. All requirements outlined in Section 51 hereof entitled "Tours of Duty" apply to the NYLP Security Agent.

Section 39. New Jersey Properties Position Duties

The Contractor's Security Guards shall perform security services at the Facility including any construction sites as shall be directed by the from time to time which shall include, but shall not be limited to, the following services:

A. NJP Security Agents

1. Maintain post coverage.

2. Maintain a detailed log of activity occurring during the tour making particular note of unusual incidents or activity. Prepare written reports as requested.
3. Screen, monitor and log persons seeking access to restricted areas of the Facility. Check identification of all persons entering the restricted area of the Facility including all Port Authority staff.
4. Maintain logbook of off-hour (5:30 p.m. – 6:30 a.m.) entry of all authorized persons into the restricted area of the assigned Facility.
5. Respond to and assist in situations involving fires, explosions, bomb threats, floods, crowd control, elevator failures, building evacuations, and all other types of unspecified emergencies as required by the Manager.
6. Responsible for the New Jersey Properties Parking Control Procedures for the parking lot located at 241 Erie Street as described herein in Exhibit 3.
7. Provide Fire Watch coverage.
8. Assist by rendering aid to persons at the assigned Facility when required until the arrival of medical assistance.
9. Respond to and investigate door alarms, fire alarms, equipment alarms, or intrusion alarms at the facility and report disposition to the Tour Supervisor.
10. Request and inspect all “Property Removal Passes” for all items, including and not limited to electronic equipment, office equipment, furniture and large boxes (larger than a “shoe box”). Personnel electronic devices can be removed if a receipt can be produced.
11. Report hazardous conditions within their assigned areas of coverage to appropriate parties as designed by the Tour Supervisor, including, but not limited to, ice, snow, flooding, light outages and unlocked doors.
12. In the event of a fire, after notification of the incident to the Port Authority Police Desk, utilize fire extinguishers and other available equipment pending the arrival of emergency equipment.
13. Perform security rounds at the intervals and during the time periods specified by the Manager, and take any required follow-up actions for all abnormal conditions found.
14. Use of watch-clocks or similar technology such as an Electronic Guard Tour Monitoring System (EGTMS).
15. Perform monthly inspection of all Fire Extinguishers and Automatic External Defibrillators (AEDs), and report findings to the Manager
16. Adhere to and enforce any Special Orders assigned for a particular time, place, and/or circumstance, as applicable.
17. Perform all other specific responsibilities and duties as required or requested by the Manager.

B. NJP Tour Supervisor

The Contractor shall provide Tour Supervisor that will perform duties, which will include

but are not limited to:

1. Direct supervisory responsibility of NJP Security Agents and on post.
2. Transmit information between Guards on post, the Security Contractor, the Port Authority Security Manager and the Port Authority Police.
3. Maintain guard lateness files.
4. Make arrangements to relieve guards who must leave their post.
5. Prepare and attend roll calls.
6. Contact guards for work assignments.
7. Maintain daily logs of unusual incidents and requests for service.
8. Tour Supervisor shall have a demonstrated knowledge of rotating manpower schedules for large operations and shall perform administrative duties.
9. Review written reports prepared by personnel for clarity, consistency and accuracy.
10. Issue equipment to guards and maintain records of same.
11. Be readily available to the Manager for compliance to orders, instructions, directions and information, given in writing or orally regarding the performance of services under the Contract.
12. Maintain continuing contact with all guards on duty.
13. Visit each guard post at the Facility on a continuous basis throughout the shift.
14. Ensure that all posts are properly covered and equipped.
15. Review each guard's memo book at each site visit for conformity as directed by the Manager and sign such in red ink. Must include date and time.
16. Provide, maintain and file approved sign-in sheets of each tour at the end of each shift.
17. Generate, Review, and file Electronic Guard Tour Monitoring System (EGTMS) watch-clock records.
18. Prepare a written report of each tour at the end of each shift as required.
19. Provide vehicle access control and parking procedures as stated hereunder in Exhibit 3.
20. Shall be in uniform as described in Exhibit 2, Uniform Specifications, paragraph D at all times while on duty.
21. Perform all other specific responsibilities and duties as required or requested by the Manager.

Section 40. New Jersey Properties Position Requirements

- a) All uniformed NJP Security Agents shall be in uniform as described in Exhibit 2 Uniform Specifications, paragraph B, neat and well groomed, be clean in appearance without display of excessive ornamentation including visible body piercing or extra long

finger nails while on post. No earrings allowed.

- b) Shall not use personal cell/wireless telephone and/or communication devices while on post except as approved by the Manager.

Section 41. NYLP/NJP/Port Ivory/MOTBY Project Manager Duties

The Contractor shall provide one Project Manager five (5) days a week, Monday through Friday, during the hours 8:00 a.m. to 5:00 p.m. The Project Manager will perform duties, which include but are not limited to the following:

- 1) On behalf of the Contractor, handle the administration of this Contract carry out the directions of the Manager, and meet and communicate with Port Authority representatives from the Facility from time to time as required.
- 2) The NYLP & NJP Tour Supervisor shall report to the NYLP/NJP Project Manager.
- 3) Assure appropriate Contractor personnel are available for duty including the procurement of replacement personnel as necessary.
- 4) Represent the Contractor at meetings at each Facility, as may be directed by the Manager, which concern the operations of the Contractor under this Agreement.
- 5) Be available on-call twenty-four (24) hours a day, to assist, and advise the Manager on the operations of the Contract hereunder.
- 6) Prepare written reports that may be required by the Manager.
- 7) Perform or cause to be performed off-hour inspections as required by the Manager.
- 8) Dress in business attire at all times while on duty.

Without limiting the generality of any other term or provision hereof, the NYLP/NJP/Port Ivory/MOTBY Project Manager shall not perform any Security Agent, Central Station Security Agent, Identification Office Specialist, Security Technology Specialist, Tour Supervisor duties or act as relief for these positions noted hereunder at any time.

Section 42. NYLP/NJP/Port Ivory/MOTBY Project Manager Requirements

The NYLP/NJP/Port Ivory/MOTBY Project Manager must have:

- 1. Experience in managing security operations.
- 2. Experience at a high pedestrian throughput facility is required.
- 3. Individual must be assertive and fluent in English.
- 4. Individual must be able to communicate effectively verbally and in writing.
- 5. Courteous, "customer-service" demeanor is required.
- 6. Ability to communicate way-finding and directions with pedestrians.
- 7. Advanced maritime security training (i.e. Facility Security Officer) desired but not required.
- 8. Familiarity with rules and regulations of the Waterfront Commission of New York Harbor
- 9. Familiarity with New York City, marine facility operations and surrounding area is desired.
- 10. Proficient in using business software programs such as MS-Word and MS-Excel or

similary programs.

11. Position is "Veteran's Preference" for applicants.

Section 43. GWB Position Duties

A. GWB Security Agents

1. Maintain vehicle access logs, operational log and reports, log of contractors providing services at the facility, check pedestrian and vehicle entrance passes and provide directional and other information to drivers and pedestrians.
2. In the event of a vehicle fire, after notification of the incident to the Communication Center (central facility communication desk), utilize vehicle fire extinguishers and other available equipment pending the arrival of emergency equipment.
3. Maintain post coverage.
4. Inspect vehicles as directed by the Manager.
5. Respond to and assist in situations involving fires, explosions, bomb threats, floods, crowd control and all other types of unspecified emergencies as required by the Manager
6. Report vehicle and patron accidents occurring within the assigned area of coverage to the Communication Center. Prepare handwritten reports as required.
7. Maintain a log of activity occurring during the tour making particular note of unusual incidents or activity.
8. Perform all other specific responsibilities and duties as required by the Manager.
9. Maintaining post coverage and hourly check the interior and exterior area of the Facility to report hazardous conditions within their assigned areas of coverage to appropriate parties as designed by the Manager including, but not limited to, ice, snow, flooding, holes in fencing, light outages and broken gates.
10. Notifying the Facility Manager, the Port Authority Police and any other appropriate agency, including but not limited to the NYC Fire Department, in the event of an emergency, sounding of any fire, burglar or similar alarm, any vehicle or patron accidents, and any other unusual incidents; and assisting the Port Authority Police by rendering aid, such as utilizing fire extinguishers and other available equipment, to persons in public areas at the Facility, when required, until the arrival of Police or other emergency service.
11. Issue access passes and keys, if any, as required for the post.
12. Notify or his/her designee and the appropriate agency (e.g., NYC or New Jersey locality Fire Department, PAPD, etc.), in the event of an emergency or sounding of any alarm (fire, burglar, etc.) at the Facility.
13. As directed by the Manager, use an Electronic Guard Tour Monitoring System.
14. Report any irregularities to Port Authority Police, Manager and report in operational log or report printout.

15. Perform all guard service responsibilities and duties as required by the Manager.

B. GWB Tour Supervisor

The Contractor shall provide one Tour Supervisor seven days a week, twenty-four (24) hours per day and will perform duties, which will include but are not limited to:

1. The GWB Tour Supervisor shall report to the GWB Project Manager.
2. Act on behalf of the Project Manager in his/her absence.
3. Direct supervisory responsibility of GWB Security Agents and on post.
4. Transmitt information between Guards on post, the Manager and the Port Authority.
5. Maintain guard lateness files.
6. Make arrangements to relieve guards who must leave their post.
7. Prepare and attend roll calls.
8. Contact guards for work assignments.
9. Maintain daily logs of unusual incidents and requests for service.
10. Tour Supervisor shall have a demonstrated knowledge of rotating manpower schedules for large operations and shall perform administrative duties.
11. Review written reports prepared by personnel for clarity, consistency and accuracy.
12. Issue equipment to guards and maintain records of same.
13. Be readily available to the Manager for compliance to orders, instructions, directions and information, given in writing or orally regarding the performance of services under the Contract.
14. Maintain continuing contact with all guards on duty.
15. Visit each guard post at the Facility on a continuous basis throughout the shift.
16. Ensure that all posts are properly covered and equipped.
17. Review each guard's memo book at each site visit for conformity as directed by the Manager and sign such in red ink. Must include date and time.
18. Provide, maintain and file approved sign-in sheets of each tour at the end of each shift.
19. Review electronic guard tour records and report discrepancies to Port Authority Project Manager.
20. Prepare a written report of each tour at the end of each shift as required.
21. Dress in uniform at all times while on duty.
22. Perform all other specific responsibilities and duties as required or requested by the Manager.

C. Lead Tour Supervisor

The Contractor shall provide 1 Lead Tour Supervisor five (5) days a week, eight (8)

hours per day Monday – Friday, 7:00am – 3:00pm. as notified the prior week and the Lead Tour Supervisor shall perform duties, which include, but are not limited to:

1. The Lead Tour Supervisors shall report to and take direction from the GWB Project Manager and the Facility Manager.
2. Have direct supervisory responsibility of GWB Security Agents, Identification Office Specialists, Tour Supervisors and Assistant Lead Tour Supervisors on post.
3. Transmit information of all incidents immediately between GWB Security Agents, Tour Supervisors and Assistant Lead Tour Supervisors on post, Facility Managers and the Port Authority Police.
4. Maintain guard personnel files.
5. Maintain guard lateness files.
6. Make arrangements to replace guards who must leave their post.
7. Prepare and attend roll calls.
8. Contact guards for work assignments.
9. Maintain daily logs of unusual incidents and requests for service.
10. Issue equipment to guards and maintain records of same.
11. Be readily available to the Manager for compliance with orders, instructions, directions and information given in writing or orally regarding the performance of services under the Contract.
12. Maintain continuing contact with all guards on duty.
13. Ensure that all posts are properly covered and equipped.
14. Review each guard's memo book for conformity as directed by the Manager and sign such in red ink. Must include date and time.
15. Lead Tour Supervisor shall have a demonstrated knowledge of rotating manpower schedules for large operations and shall perform administrative duties.
16. Prepare a written report of each tour at the end of each shift as required.
17. Report to and take directions from GWB Site Manager and Port Authority Security management staff.
18. Invalidate ID Cards and vehicle passes as directed by the Project Manager.
19. Handle all administrative tasks as required by the Project Manager.
20. Perform all other specific responsibilities and duties as required by the Project Manager.
21. Shall be in uniform as described in Exhibit 4, Uniform Specifications, paragraph C at all times while on duty.

Without limiting the generality of any other term or provision hereof, the GWB Tour Supervisor shall not perform any Security Agent or Identification Agent duties or act as

relief for these positions noted hereunder at any time.

D. **GWB Project Manager Duties**

The Contractor shall provide one Project Manager five (5) days a week, Monday through Friday, during the hours 8:00 a.m. to 5:00 p.m. The Project Manager will perform duties, which include, but are not limited to, the following:

1. On behalf of the Contractor, handle the administration of this Contract for GWB, carry out the directions of the Facility Manager, and meet and communicate with the Facility from time to time as required.
2. Maintain guard personnel files.
3. Assure appropriate Contractor personnel are available for duty including the procurement of replacement personnel as necessary.
4. Represent the Contractor at meetings at the Facilities, as may be directed by the Manager, which concern the operations of the Contractor under this Contract.
5. Be available on-call twenty-four (24) hours a day, to assist, and advise the Managers on the operations of the Contract hereunder.
6. Prepare written reports that may be required by the Manager.
7. Perform or cause to be performed off-hour inspections as required by the Manager.
8. Dress in business attire at all times while on duty.

Without limiting the generality of any other term or provision hereof, the GWB Project Manager shall not perform any GWB Security Agent, or GWB Tour Supervisor duties or act as relief for these positions noted hereunder at any time.

Note: The cost of the GWB Project Manager shall be included as part of the Management Fee.

Section 44. GWB Position Requirements

A. **Security Agents**

1. All uniformed GWB Security Agents shall be in uniform as described in Exhibit 4, Uniform Specifications, paragraph A, neat and well groomed, clean in appearance without display of excessive ornamentation including visible body piercing or extra long fingernails while on post. No earrings allowed.
2. GWB Security Agents shall wear either black or navy blue socks (unless documented medical issues require otherwise).
3. Shall not use personal cell/wireless telephone and/or communication devices while on post except as approved by the Manager.

B. **Lead Tour and Tour Supervisors**

1. Only approved by and fully trained Contractor personnel approved by the Manager may perform the function of Tour Supervisor.
2. All requirements outlined in the Section of the Proposal entitled "Tours of Duty"

- apply to Tour Supervisors.
3. Tour Supervisors shall dress in as described in Exhibit 4, Uniform Specifications at all times while on duty, well-groomed, neat and clean appearance without display of excessive ornamentation including visible body piercing or extra long fingernails while on post. No earrings allowed.
 4. Tour Supervisors shall wear either black or navy blue socks (unless documented medical issues require otherwise).
 5. Tour Supervisors shall dress in the prescribed uniform at all times while on duty.
 6. Maybe be required to be Certified by the New York City Fire Department as a Fire Watch, as required by the Manager.
 7. Tour Supervisors shall not use personal cell/wireless telephone and/or communication devices while on post except as approved by the Manager.
 8. Must be on their posts at all times.

C. **GWB Project Manager Requirements**

1. A minimum of ten (10) year experience in managing security operations.
2. Individual must be assertive and have effective written and verbal communication skills in the English language.
3. Courteous, “customer-service” demeanor is required.
4. Experience in using business software in example MS-Word, and MS-Excel.
5. Position is “Veteran’s Preference” for applicants.
6. Availability must be flexiable.

Section 45. NYMT Position Duties

The Contractor shall furnish the Guard Service at the assigned Facility by providing Port Police and Guards Union (PPGU) guards for the public berths as required by Coast Guard regulations, for the Brooklyn Port Authority Marine Terminal (BPAMT) Atlantic Avenue Gateman, 24/7; BPAMT Roundsman (NJMT Roundsman responsible for NJMT and BPAMT); Red Hook Container Terminal (RHCT) Hamilton Avenue Gateman, 24/7; RHCT Truck/Rover Gateman, 24/7; and RHCT Roundsman (RHCT Roundsman responsible for RHCT and Red Hook Barge Terminal, Port Newark), 07:00 to 18:00 Monday through Friday and 08:00 to 18:00 Saturday to Sunday. All Contractor Guards, Gatemen, and Roundsmen with responsibilities at NYMT must be duly licensed by the Waterfront Commission of New York Harbor and able to obtain a Transportation Worker Identification Credential (TWIC).

A. **BPAMT Atlantic Avenue Gateman**

- 1) Access control for Pier 7, Pier 8, and public berths to include checking for proper identification and random screening of vehicles and personal effects.
- 2) Incident Reporting to the appropriate parties as defined by the Manager.
- 3) Emergency reporting to PAPD.
- 4) Logging all activity.
- 5) Shall be in uniform as defined in Uniform Specifications, in accordance with the Waterfront Commission of New York Harbor unless otherwise directed.
- 6) Follow criteria and procedures described in Post Orders that will be distributed to

personnel upon assignment

B. BPAMT Roundsman

- 1) BPAMT Roundsman is the same position as the NJMT Roundsman. Time and responsibilities are to be shared between the two facilities.
- 2) On behalf of the Contractor, handle the administration of this Contract at BPAMT, carry out the directions of the Manager and Port Authority's designated Contract Administrator, and meet and communicate with Port Authority representatives from the Facility from time to time as required.
- 3) Each BPAMT Security Gateman and Guard shall report to the BPAMT Roundsman.
- 4) Maintain guard personnel files.
- 5) Assure appropriate Contractor personnel are available for duty including the procurement of replacement personnel as necessary.
- 6) Represent the Contractor at meetings at each Facility, as may be directed by the Manager, which concern the operations of the Contractor under this Agreement.
- 7) Be available on-call twenty-four (24) hours a day, to assist, and advise the Manager on the operations of the Contract hereunder.
- 8) Prepare written reports that may be required by the Manager.
- 9) Perform or cause to be performed off-hour inspections as required by the Manager.
- 10) Make arrangements to replace gatemen and guards who must leave their post.
- 11) Maintain daily logs of unusual incidents and requests for service.
- 12) Maintain continuing contact with all Security Agents on duty.
- 13) Ensure that all posts are properly covered and equipped.
- 14) Review each Security Agent's memo book for conformity as directed by the Manager and sign such in red ink. Must include date and time of review.
- 15) Dress in business attire at all times while on duty.

C. RHCT Hamilton Avenue Gateman

- 1) Access control for RHCT to include checking for proper identification and random screening of vehicles and personal effects.
- 2) Incident Reporting to the appropriate parties as defined by the Manager.
- 3) Emergency reporting to PAPD
- 4) Logging all activity.
- 5) Shall be in uniform as defined in Uniform Specifications, in accordance with the Waterfront Commission of New York Harbor unless otherwise directed.
- 6) Follow criteria and procedures described in Post Orders that will be distributed to personnel upon assignment.

D. RHCT Truck/Rover Gateman

- 1) Monitor access control for RHCT to include checking for proper identification and random screening of vehicles and personal effects at RHCT Truck Gate, Monday through Friday 8:00am to 4:00pm or as directed by the Manager.
- 2) At all other times, act as a roving guard within RHCT.
- 3) Incident Reporting to the appropriate parties as defined by the Manager.
- 4) Emergency reporting to PAPD
- 5) Logging all activity.
- 6) Shall be in uniform as defined in Uniform Specifications
- 7) Follow criteria and procedures described in Post Orders that will be distributed to personnel upon assignment.

E. RHCT Roundsman

- 1) RHCT Roundsman is the same position as the Red Hook Barge Terminal (RHBT) Roundsman. Time and responsibilities are to be shared between the two facilities.
- 2) On behalf of the Contractor, handle the administration of this Contract for RHCT, carry out the directions of the Manager and Port Authority's designated Contract Administrator, and meet and communicate with Port Authority representatives from the Facility from time to time as required.
- 3) Each RHCT/RHBT Security Gateman and Guard shall report to the RHCT Roundsman.
- 4) Maintain guard personnel files.
- 5) Assure appropriate Contractor personnel are available for duty including the procurement of replacement personnel as necessary.
- 6) Represent the Contractor at meetings at each Facility, as may be directed by the Manager, which concern the operations of the Contractor under this Agreement.
- 7) Be available on-call twenty-four (24) hours a day, to assist, and advise the Manager on the operations of the Contract hereunder.
- 8) Prepare written reports that may be required by the Manager.
- 9) Perform or cause to be performed off-hour inspections as required by the Manager.
- 10) Make arrangements to replace gatemen and guards who must leave their post.
- 11) Maintain daily logs of unusual incidents and requests for service.
- 12) Maintain continuing contact with all Security Agents on duty.
- 13) Ensure that all posts are properly covered and equipped.
- 14) Review each Security Agent's memo book for conformity as directed by the Manager and sign such in red ink. Must include date and time
- 15) Dress in business attire at all times while on duty.

Note: The cost of the NJMT/BPAMT Roundsman position shall be included as part of the Calculation of the Hourly Wage, NJMT Security Gateman.

Section 46. NYMT Position Requirements

1. All uniformed NYMT Security Agents shall be neat and well groomed, be clean in appearance without display of excessive ornamentation including visible body piercing or extra long fingernails while on post. No earrings allowed.
2. Shall not use personal cell/wireless telephone and/or communication devices while on post except as approved by the Manager.
3. Must have a Transportation Worker Identification Credential (TWIC).

Section 47. NJMT Position Duties

The Contractor shall furnish the Guard Service at the Facility by providing the following: PPGU guards for the public berths as required by Coast Guard regulations, a Roundsman to supervise the guards, a 24/7 roving tour to supplement the gatemen, BMW facility guard coverage as requested, 5 ID specialists and one ID supervisor in the Sea Link office working 8 hour shifts 5 days per week, Red Hook Barge Terminal main gate 24/7, truck gate 08:00 to 16:00 5 days per week, roving tour 16:00 – 08:00 weekdays and 24/7 on weekends, POV Gate 07:00 – 17:00 weekdays, 260 kellogg Street Lobby coverage 07:30 – 16:00 weekdays, Building 51 Port Jersey 23:00 – 07:00 Weekdays and 24/7 weekends.

A. NJMT Terminal Gateman

- 1) Access control for public berths to including checking for proper identification and random screening of vehicles and personal effects.
- 2) Incident Reporting to the appropriate parties as defined by the Manager.
- 3) Emergency reporting to PAPD.
- 4) Logging all activity.
- 5) Shall be in uniform as defined in Uniform Specifications.
- 6) Follow criteria and procedures of MARSEC – NJMT Public Berth Instructions

B. NJMT Roundsman Duties

The Contractor shall provide Roundsman coverage seven days a week, eighty-five (85) hours per week. The Roundsman will perform duties, which include but are not limited to the following at the New Jersey Marine Terminals:

1. Each Security Gateman and NJMT Security Guard at the New Jersey Marine Terminal shall report to the New Jersey Marine Terminal Roundsman.
2. Maintain guard personnel files.
3. Prepare written reports that may be required by the Manager.
4. Perform or cause to be performed off-hour inspections as required by the Manager.
5. Inspects guards, restricted and secure areas for safety, security and cleanliness.

6. Perform spot checks after hours.
7. Make arrangements to replace gatemen and guards who must leave their post.
8. Maintain daily logs of unusual incidents and requests for service.
9. Maintain continuing contact with all guards on duty.
10. Ensure that all posts are properly covered and equipped.
11. Review each guard's memo book for conformity as directed by the Manager and sign such in red ink. Must include date and time of review.
12. Dress in business attire at all times while on duty.

Note: The cost of the New Jersey Marine Terminal Project Manager (Roundsmen) shall be included as part of the Calculation of the Hourly Wage – Uniformed, Unarmed Security Guard Service, NJMT Security Gateman Attached.

D. NJMT Identification Office Specialist

The Contractor shall provide two rotating Identification Office Specialists, five days a week, Monday thru Friday, between the hours of 7:00 a.m. - 5:00 p.m to cover the New Jersey Marine Terminal ID Office on shifts to be determined on a monthly basis 30 days in advance.

Monday - Friday	7:00am-3:00pm	9:00am-5:00pm
Number of NJMT I.D. Office Specialists	1	1

Duties include, but are not limited to:

1. Reporting to the Authority's Manager of Technology Development located at the Sealink Office, Identification Office Specialists shall assist Port Authority Staff with the issuance of SeaLink ID Cards to all authorized to receive them.
2. Enroll Transportation Worker Identification Credentials into the Port Commerce Department Access Control System (PCDACS).
3. Process fees for services into the PCDACS.
4. Modify cardholder credential status as required.
5. Enroll new trucking company and authorized representatives into the PCDACS.
6. Review all security Identification applications for appropriate written documentation as set forth in the Port Authority Issuing Officer guidelines.
7. Conduct phone call verification as part of this review process.
8. Perform routine audits of all identification cards issued.
9. Handle all administrative tasks as required by the Manager.
10. Identification Office Specialists are required to report for duty ½ hour prior to their assigned tour and, if required, stand roll call unless directed by the Manager.
11. Identification Office Specialist shall also provide receptionist duties as directed by the [Manager](#).

12. Perform all other specific responsibilities and duties as required by the Manager.
13. Shall be in uniform as described in Exhibit 2, Uniform Specifications, paragraph C.

E. NJMT Services Office Supervisor

The Contractor shall provide one (1) Services Office Supervisor, five days a week, Monday thru Friday, between the hours of 9:00 a.m. - 5:00 pm to cover the New Jersey Marine Terminal ID Office. Shift to be determined on a monthly basis 30 days in advance. This position shall be staffed by an individual in business attire.

Reporting to the Manager, the Services Office Supervisor shall be:

1. Responsible for supervising IOS during the access control system verification process.
2. Responsible for supervising IOS during the TWIC enrollment process.
3. Responsible for supervising IOS during the processing of fees for services.
4. Responsible for supervising IOS in all tasks or functions related to supporting the PCDACS.
5. Responsible for supervising IOS end-of-day functions.
6. Responsible for validating that the access control system cardholder population is properly validated against the TSA TWIC Hotlist .
7. Responsible for supervising IOS time and attendance.
8. Responsible for fulfilling all duties of an IOS when conditions warrant.
9. Responsible for performing all other specific responsibilities and duties as required by the Manager.
10. Responsible for additional administrative tasks as required by the Manager.

F. NYMT/NJMT Project Manager Duties

The Contractor shall provide one Project Manager five (5) days a week, Monday through Friday, during the hours 8:00 a.m. to 5:00 p.m. The Project Manager will perform duties, which include but are not limited to the following at the NYMT and NJMT:

- 1) On behalf of the Contractor, handle the administration of this Contract carry out the directions of the Manager, and meet and communicate with Port Authority representatives from the Facility from time to time as required.
- 2) Assure appropriate Contractor personnel are available for duty including the procurement of replacement personnel as necessary.
- 3) Represent the Contractor at meetings at each Facility, as may be directed by the Manager, which concern the operations of the Contractor under this Agreement.
- 4) Be available on-on call twenty-four (24) hours a day, to assist, and advise the Manager on the operations of the Contract hereunder.
- 5) Prepare written reports that may be required by the Manager.
- 6) Perform or cause to be performed off-hour inspections as required by the Manager.
- 7) Dress in business attire at all times while on duty.

Without limiting the generality of any other term or provision hereof, the NYMT/NJMT

Project Manager shall not perform any Security Agent duties or act as relief for these positions noted hereunder at any time.

Note: The cost of the NYMT/NJMT Project Manager shall be included as part of the Management Fee for the NYMT and NJMT with a breakdown of NYMT 32% and NJMT of 68%.

Section 48. NJMT Position Requirements

A. NJMT Identification Office Specialist

1. Only fully trained contractor personnel approved by the Manager may perform the function of Identification Office Specialist.
2. All requirements outlined in the Section of the Proposal entitled “Tours of Duty” apply to Identification Office Specialists.
3. Identification Office Specialists shall be well-groomed, neat and clean in appearance without display of excessive ornamentation including visible body piercing or extra long fingernails while on post. No earrings allowed. Identification Office Specialists shall dress in the prescribed issued uniforms at all times while on duty.
4. Identification Office Specialists shall not use personal cell/wireless telephone and/or communication devices while on post except as approved by the Manager.
5. Must be on their posts at all times.

B. NYMT/NJMT Project Manager

1. Experience in security operations at a high risk maritime facilities is required.
2. Individual must be assertive and vocal.
3. Individual must be professional and reliable.
4. Courteous, “customer-service” demeanor is required.
5. Advanced maritime security training (i.e. Facility Security Officer) desired but not required.
6. Familiarity with rules and regulations of the Waterfront Commission of New York Harbor.

Section 49. Tours of Duty

- a) The Contractor will be responsible for transporting guards from the roll call area on the Facility to their assigned posts at the start of the tour and returning them at the end of the tour. Post coverage is to be continuous during the hours specified.
- b) There will be no roll call or relief for NJMT Terminal Gatemen, NJMT Security Guards or the Roundsman.
- c) A regular 8-hour tour for a guard shall include a minimum of a ½ hour meal period. All Contractor’s employees assigned to duty at the Facility will report to the roll call area for duty 1/2 hour prior to each assigned tour in uniform for the purpose of tour roll call unless otherwise directed by the Facility Manager or Superintendent or as noted in the Specifications. All employees must sign in at the onset of each tour and sign out at the completion of each tour at a point designated by the Manager or Superintendent. Sign-in and sign-out records (or its approved equivalent) must be made available to the Manager or Superintendent. The Tour Supervisor or his/her authorized representative will conduct

roll call, which shall include but not be limited to, a daily briefing and special instructions, personal appearance inspections and dispatching of Contractor's employees to their assigned posts. Roll call time is not to be considered post coverage hereunder and will not be included in the post hours for which the Port Authority is to be billed, however such time will be considered hours worked for the purpose of computing the Combined Minimum and Average Hourly Wage and Supplemental Benefits Wages paid for such time will also be considered in such computation. Each guard will receive an additional twenty (20) minutes of paid relief time during each 8-hour tour. The 20 minutes is not to be scheduled in conjunction with the ½ hour meal period, except as approved by the Manager or Superintendent. Guards shall be relieved from duty during lunch and relief periods and will not be permitted to take these breaks on post. Meal and relief periods will not be considered post coverage and will not be included in the post hours for which the Port Authority is to be billed. For the purpose of computing the Combined Minimum and Hourly Wage and Supplemental Benefits, meal and relief period hours will not be considered hours worked; however, wages paid for such periods will be considered in such computation.

- d) No guard shall be on duty for more than eight (8) hours of post coverage within a 24-hour period, except in the case of an emergency situation as declared by the Manager or Superintendent, nor shall any guard be scheduled for more than (40) hours of duty per week. In the event, however, that such personnel are on duty beyond that time, the Contractor shall be responsible for any overtime payments required without compensation from the Port Authority, except as provided for in the Section of the Contract entitled "Increase/Decrease in Service".
- e) No guard shall be on duty for more than twelve (12) hours in a 24-hour period except in the case of an emergency situation, as declared by the Manager or Superintendent or in the event of construction project requiring extended hours. In these cases, however, the guard's tour may not exceed more than sixteen (16) hours in a 24-hour period. Under no circumstances will a guard operate vehicles required under the Contract for more than eight (8) hours in any twenty-four (24) hour period.
- f) Notwithstanding any other term or provision hereof, the Contractor's personnel shall not leave their posts unattended, at any time, unless instructed to do so by the Manager/Superintendent and unless relief is supplied.
- g) Wherever possible, post coverage will be established in increments of eight (8) continuous hours. However, the Port Authority retains the right to establish posts of less than eight (8) continuous hours. The minimum post coverage shall be four (4) continuous hours unless specifically provided for elsewhere in this Contract.
- h) All schedules are subject to change as described in this Contract.
- i) The Port Authority shall also have the right at any time and from time to time, in its discretion, on notice to the Contractor, to change the location and number of any guard posts or change any guard assigned to any post at any Facility.

Section 50. Schedule of Guard Service

A. The Teleport

- 1) The Contractor shall furnish the Guard Service at the Facility by staffing for Teleport Security Agent (to include construction and fire watch posts), and Guard Supervisor posts on the Facility as designated by the Manager, or his/her designee, on a twenty-four (24) hour per day, seven (7) day per week, three hundred and sixty five (365) day per year (three hundred and sixty-six (366) days during leap year) basis, as shown in the table below.
- 2) In addition, the Contractor shall furnish an Identification Office Specialist post and a Security Technologies Administrator (STA) post on the Facility as designated by the Manager, or his/her designee, on an eight (8) hour per day, (5) day per week, Monday through Friday, fifty-two (52) week per year basis, as shown in the table below.

Hours of Coverage	TS Posts	SA Posts	ID Posts	STA Posts	Guard Supv.
10p.m. - 6a.m. (Mon-Sun)					1
11p.m. – 7a.m. (Mon-Sun)		1			
6a.m. – 2p.m. (Mon- Fri)	1				
7a.m. – 3p.m. (Sat & Sun)		1			
9a.m. – 5p.m. (Mon-Fri)				1	
9a.m.-5p.m. (Mon-Fri)		3			
2p.m.-10p.m. (Mon-Sun)					1
3p.m.-11p.m. (Mon-Sun)			1		

B. Staten Island Bridges

Security Services for Staten Island Bridges will be determined by the Manager on weekly basis.

Hours of Coverage	Lead Tour Sup. Posts	Tour Sup. Posts	SA Posts
7 a.m. – 3 p.m. (Mon. – Fri.)	1	0	0
7 a.m. – 3 p.m. (Sat. – Sun.)	0	1	0
3 p.m. – 11p.m. (Mon. – Sun.)	0	1	0
11p.m. – 7a.m . (Mon. – Sun.)	0	1	0

Note: Posted supervisor & guard schedules can be from eight (8) to twelve (12) hours in duration due to construction projects.

It is estimated but not guaranteed that 16,000 hours per year may be needed for construction posts.

C. Port Ivory

The Contractor shall furnish the Guard Service at the Facility by staffing for Security Guard posts on the Facility as designated by the Manager, or his/her designee on a twenty-four (24) hour per day, seven (7) day per week, three hundred and sixty five (365) day per year (three hundred and sixty-six (366) days during leap year) as follows:

	Hours of Coverage	Tour Sup. Posts	Guard Posts
Monday through Friday	11p.m. – 7a.m.	0	2
Monday through Friday	7 a.m. – 3 p.m.	1	0
Monday through Friday	3 p.m. – 11p.m.	0	1
Saturday/Sunday	11p.m. – 7a.m.	0	2
Saturday/Sunday	7 a.m. – 3 p.m.	25 / day	1
Saturday/Sunday	3 p.m. – 11p.m.	.0	2

D. PATH

The Contractor shall furnish the Guard Service at the Facility by staffing for PATH Security Agent (to include construction posts), Central Security Station, and Tour Supervisor posts on the Facility as designated by the Superintendent, or his/her designee on a twenty-four (24) hour per day, seven (7) day per week, three hundred and sixty-five (365) day per year (three hundred sixty-six (366) days during leap year) basis as follows:

Hours of Coverage	Tour Sup. Posts	PSA Posts	CSS(SOC) Posts	CSS (SOC)Sup. Posts	LTS Posts
7 am – 3pm.	1	16	4	2	2
3pm–11pm	2	16	4	1	0
11pm-7am	2	16	4	1	0

It is estimated but not guaranteed that 500 hours per year may be needed for construction posts.

E. WTC

The Contractor shall furnish the Guard Service at the Facility by staffing for WTC Security Agent (to include construction and fire watch posts), Identification Office Specialist and Tour Supervisor posts on the Facility as designated by the Manager, Central Security Station Agents on a a twenty-four (24) hour per day, seven (7) day per week, three hundred and sixty five (365) day per year (three hundred and sixty-six (366) days during leap year) as follows:

Hours of Coverage	Lead Tour Sup. Posts	Asst Lead Sup. Posts	Tour Sup. Posts	WTCSA Posts	ID Office	CSS Post
10 p.m.		4	13	0	1	

– 6a.m.				
6 a.m.	4	13	2	1
– 6 p.m.				
3 p.m.	4	13	0	1
– 11p.m.				

WTC Security Agents Operational Space Command Center Operators

6am – 2pm	24*	13*
2pm – 10pm	24*	13*
10pm – 6am	18*	11*

*Indicated staffing levels at full-build out. There will be a ramp up in staffing levels over the course of the 4 years that is estimated to reach the levels indicated above.

The Contractor will be notified, but it is not guaranteed, that at least on a weekly basis, it will receive notice of the following weeks WTC Tour Supervisor and WTC Assistant Lead Tour Supervisor and Lead Tour Supervisor schedule. It is estimated but not guaranteed, two hundred fifty two (252) hours of WTC Tour Supervisor and two hundred fifty two (252) hours of WTC Assistant Tour Supervisor will be required, which includes all shifts per week.

F. New York Leased Properties

The Contractor shall furnish the Guard Service at the Facility by staffing for NYLP Security Agents (to include construction and fire watch posts) and Tour Supervisor posts on the Facility as designated by the Manager, or his/her designee on a a twenty-four (24) hour per day, seven (7) day per week, three hundred and sixty five (365) day per year (three hundred and sixty-six (366) days during leap year) as follows:

NYLP – 115 Broadway

<u>Hours of</u>	<u>Tour Sup.</u>	<u>SA</u>
<u>Coverage</u>	<u>Posts (Mon – Fri)</u>	<u>Posts (24 x 7)</u>
12p.m. – 8a.m.		1
8 a.m. – 4 p.m.	1	1 (Sat & Sun)
4 p.m. – 12p.m.		1

NYLP – 225 / 233 Park Avenue South

<u>Hours of</u>	<u>Tour Sup.</u>	<u>Supv</u>	<u>SA</u>
<u>Coverage</u>	<u>Posts (Mon – Fri)</u>	<u>Posts (Mon – Fri)</u>	
11p.m. – 7a.m.			1

NYLP – 225 / 233 Park Avenue South (Con’t)

<u>Hours of Coverage</u>	<u>Tour Sup. Posts (Mon – Fri)</u>	<u>Supv</u>	<u>SA Posts (Mon – Fri)</u>
11p.m. – 7a.m.			1
7 a.m. – 3 p.m.	1		
(8:00 am – 4:00 pm)	1		
3 p.m. – 11p.m.			2
(4:00 – 9:00 pm)			
8a-4p		1	1
11p – 7a (Sat & Sun)			
4 WTC			

Posts to start on or after Oct 2014 it is anticipated that staffing will consist of one (1) Tour Supervisor Monday through Friday and two (2) Security Agents twenty-four hours (24) a day, seven (7) days a week. Actual staffing will be determined once leased space is fully occupied.

G. New Jersey Properties

The Contractor shall furnish the Guard Service at the Facility by staffing for Security Agent posts on the Facility as designated by the Manager, or his/her designee on a twenty-four (24) hour per day, seven (7) day per week, three hundred and sixty five (365) day per year (three hundred and sixty-six (366) days during leap year) basis as follows:

PATC

<u>Hours of Coverage</u>	<u>Tour Sup. Posts (Mon – Fri)</u>	<u>SA Posts 24 x 7)</u>
11p.m. – 7a.m.	0	1
7 a.m. – 3 p.m.	1	1
3 p.m. – 11p.m.	0	1

2 Mont.

<u>Hours of Coverage</u>	<u>Tour Supv.</u>	<u>Posts (M-F)</u>	<u>Posts (24x7)</u>
11p -7a			
16a-2p	1		1
(7a-3p)			
3p-11p			2
(3p-7p)			
3 rd floor	Supv.		
	1 (8a-4p)		

H. George Washington Bridge

The Contractor shall furnish the Guard Service at the Facility by staffing for GWB Security Agent (to include construction posts), and Tour Supervisor posts on the Facility as designated by the Manager, or his/her designee on a a twenty-four (24) hour per day, seven (7) day per week, three hundred and sixty five (365) day per year (three hundred and sixty-six (366) days during leap year) as follows:

<u>Hours of Coverage</u>	<u>Lead Tour Sup. Posts</u>	<u>Tour Sup. Posts</u>	<u>SA Posts</u>
7 a.m. – 3 p.m. (Mon. – Sun.)	0	0	11
7 a.m. – 3 p.m. (Mon. – Fri.)	1	0	0
7 a.m. – 3 p.m. (Sat. – Sun.)	0	1	0
3 p.m. – 11p.m. (Mon. – Sun.)	0	1	6
11p.m. – 7a.m . (Mon. – Sun.)	0	1	6

I. New York Marine Terminals

Brooklyn Port Authority Marine Terminal

The Contractor shall furnish the Guard Service at the Facility by staffing for BPAMT Security Gateman posts on the Facility as designated by the Manager, or his/her designee on a a twenty-four (24) hour per day, seven (7) day per week, three hundred and sixty five (365) day per year (three hundred and sixty-six (366) days during leap year) as follows:

<u>Hours of Coverage</u>	<u>Gateman Atlantic Ave. Gate</u>
12 a.m. – 8a.m.	1
8 a.m. – 4 p.m.	1
4 p.m. – 12a.m.	1

Additional BPAMT Gatemen may be required to provide coverage during utilization of Public Berths at NYMT. It is estimated, but not guaranteed, that three hundred (300) hours of BPAMT Gatemen will be required which includes all shifts per week.

The Contractor shall provide Roundsman coverage to BPAMT as part of the responsibilities of the NJMT Roundsman position.

Red Hook Container Terminal

The Contractor shall furnish the Guard Service at the Facility by staffing for RHCT Security Gateman posts on the Facility as designated by the Manager, or his/her designee on a 24 hour per day, 7 day per week, 365 day per year (366 days during leap year) as follows:

Hours of Coverage	Gateman Hamilton Ave	Gateman Truck Gate/Rover
11p.m. – 7a.m.	1	1
7 a.m. – 3 p.m.	1	1
3 p.m. – 11p.m.	1	1

The Contractor shall provide Roundsman coverage to RHCT Monday through Friday 7:00am and 6:00pm and Saturday and Sunday 8:00am to 6:00pm. Part of the responsibilities of the RHCT Roundsman position is to provide Roundsman coverage to the Red Hook Barge Terminal (RHBT) in Port Newark.

J. New Jersey Marine Terminals

The Contractor shall furnish the Guard Service at the Facility by staffing for NJMT Security Gateman posts on the Facility as designated by the Manager, or his/her designee on a a twenty-four (24) hour per day, seven (7) day per week, three hundred and sixty five (365) day per year (three hundred and sixty-six (366) days during leap year) as follows:

The Contractor will be notified of ship arrival at least but not guaranteed on a twenty-four hour notice. The NJMT Security Gateman shall be at the designated berth one (1) hour prior to the ships arrival. It is estimated but not guaranteed that, two hundred and fifty(250) hours of Security Gateman and twenty five (25) hours of security gatement_ will be required which includes all shifts per week.

The Contractor shall provide (Roundsman) coverage seven days a week, seventy (70) hours per week.

The Contractor shall furnish the NJMT by staffing for NJMT Identification Office Specialist on the Facility as designated by the Manager of Operations, or his/her designee on a five (5) day a week, Monday thru Friday basis, between the hours of 7:00 a.m. - 5:00 p.m.

The Contractor shall provide five (5) Identification Office Specialists, over two shifts, Monday thru Friday, between the hours of 7:00 a.m. - 5:00 p.m to cover the New Jersey Marine Terminal ID.

Proposed tours

Identification Office Specialist (Shift 1) - Hours 7:00AM - 3:00PM
 Identification Office Specialist (Shift 2) - Hours 9:00 AM - 5:00 PM

K. TBT SOC

Hours of Coverage	Lead Tour Sup. Posts	Tour Sup. Posts	Guard Posts
7 a.m. – 3 p.m. (Mon. – Sun.)	0	1	1
3 p.m. – 11p.m. (Mon. – Sun.)	0	1	1

Section 51. Qualifications of Employees

A. The Contractor (and any subcontractors as may be approved by the CSO) shall furnish competent and adequately trained personnel to perform the guard service required hereunder. Prior to assigning any personnel to the Contract, the Contractor shall furnish to the Manager, at no cost to the Port Authority, information concerning experience and qualifications of the Contractor's personnel during the past ten (10) years and shall submit evidence substantiating said qualifications and requirements to the satisfaction of the Port Authority. In addition, an in person interview may be required by the Manager prior to the assignment of any such personnel to this Contract. All staff assigned to this contract must meet the following minimum requirements:

- 1) For New York Facilities: Meet all the requirements of the New York State Local Law - Section 71, Article 7-A entitled "Security Guard Act", or any successor legislation, (including but not limited to, the satisfactory completion of the specified fingerprint checks).
- 2) For New Jersey Facilities: Meet all the requirements of New Jersey Statutes Annotated Title 45 Section 19-16, or any successor legislation, (including but not limited to, the satisfactory completion of the specified fingerprint checks).
- 3) Each individual assigned to the GWB or SIB must pass both the requirements set forth in 1) and 2), above.
- 4) Not be under indictment or information for any felony or any other offense specified in New York State Law - Section 71, Article 7A entitled "Security Guard Act."
- 5) Not be under indictment or information for any high misdemeanor or any other offense specified in New Jersey Statutes Annotated Title 45 Section 19-16.
- 6) Have provided to the Contractor a detailed listing of the work experience for not less than the prior ten (10) years, which work history shall include character and business references.
- 7) Have provided to the Contractor a detailed listing of the qualifications and prior work experience directly related to guard, police or watchman service.
- 8) Must be a United States citizen or legally authorized to work in the United States as required hereunder.
- 9) Must possess a valid Social Security Number.
- 10) Must possess a high school diploma or a general equivalency diploma (GED).
- 11) If post or duties require operation of a motor vehicle, must possess and maintain a valid driver's license for the operation of motor vehicles of the type required to be utilized to perform services under this Contract in the State of New York or New Jersey.
- 12) Must demonstrate the ability to write, read and speak English which may include, at

the discretion of the Port Authority, the satisfactory completion of the standard Test of English as a Foreign Language or its equivalent.

- 13) A. Must have a minimum of two (2) years experience in any one of the following or any combination of the following:
- i. A guard, watchman or police position; or
 - ii. Service in the United States Military Services in a police or military security position; or
 - iii. College credits from an accredited institution of higher learning in criminal justice or police science at the equivalent rate of 32 credits per year, prorated proportionately for lesser periods for lesser amounts of credits.
- B. Must pass a physical examination prior to the Commencement Date of the Contract and within each twelve (12) month period thereafter during the term of the Contract, arranged for by the Contractor and administered at the sole cost and expense of the Contractor, which indicates a determination that the candidate is medically able to perform all the duties of the position, including, but not limited to, the following:
- i. Not less than 20-30 corrected vision in each eye.
 - ii. No color confusion or impairment color and depth perception.
 - iii. Unimpaired hearing, with or without a corrective hearing aid.
 - iv. Contractor personnel shall pass drug screening tests, including a comprehensive ten panel drug screen or its equivalent, to include screens for the following.

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

The tests shall be performed at the sole cost and expense of the Contractor, at the commencement of the Contract on all staff assigned to this Contract, and prior to hiring of all new employees. In each year of the Contract, all Contractor personnel shall be randomly tested thereafter at least once per year in each year of the contract. The drug-screening test shall be conducted by an independent firm other than the Contractor, who shall be approved by the Port Authority. This shall be conducted at no cost to the Port Authority.

Must be capable of performing normal or emergency duties including arduous physical exertion such as standing or walking an entire shift, climbing stairs and ladders, lifting and carrying objects weighing up to 50 lbs, running and enduring exposure to extreme weather conditions for an entire shift. May require periods of prolonged standing.

15) Security Operations Agents:

- a. All SOC Agents must pass the National Dispatch Selection Test (NDST)
- b. past military experience is highly desirable and a lawful preference should be given to disabled veterans.
- c. Only personnel approved by the Manager and fully trained (as set forth in Section 55, Training Provided by the Contractor, in the operation and activities associated with the functions of this position may perform the function of the Security Operations Center Agent.

SOC agents, SOC, supervisors, Tour Supervisors, Lead Tour Supervisors, and the Project Manager shall have basic knowledge of computer applications and operating systems.

Persons currently assigned immediately prior to the Commencement Date of this Contract at the Facility under the immediately preceding guard services Contractor, who do not meet the requirements of paragraph "A" and its subsections above, in this Section 31, may not be assigned by the Contractor, without the express permission of the Manager.

Section 52. Personnel Folders

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

Section 53. Training Provided by the Contractor

- A. An initial job and customer service training and/or orientation course (hereinafter referred to as the "Initial Training") shall be prepared by Contractor, provided by Contractor, and taken by all the staff assigned to this Contract. In addition to the Initial Training, a Leadership Training Program for management and supervisory staff (hereinafter referred to as the "Leadership Training") shall be taken by all Supervisors and all Project Managers. No compensation will be paid by the Port Authority for the required training of the Contractor's employees.

The Initial Training shall be approximately five (5) days and the Leadership Training shall be approximately (3) three days in duration. Except as may be waived by the CSO, the Contractor may not assign to the Facility any Security Agent, Central Security Operations Station Agent, Identification Office Specialist, Tour Supervisor, Assistant Lead Tour Supervisor, Lead Tour Supervisor, Security Technology Specialist, Guard,

Gateman, Roundsman, Tour Supervisors and Project Manager, unless he/she has completed the Initial Training or any Tour Supervisor, Assistant Lead Tour Supervisor, Lead Tour Supervisor or Project Manager unless he/she has completed the Initial and Leadership Training.

All Initial and Leadership Training shall be completed for incumbent staff within four (4) months of the start of the Contract.

Those employees who have completed the Initial and Leadership Training within six (6) months of the effective date of this Contract shall be exempt from the Initial and Leadership Training requirements with the approval of the Manager/Superintendent.

- B. The Manager or Superintendent, with the approval of the CSO, may institute additional training program requirements from time to time, which are to be prepared and provided by the Contractor, as part of the Initial Training for new hires on the Port Authority facilities, as he/she deems necessary. No compensation will be paid to the Contractor by the Port Authority for the additional training programs.
- C. A syllabus for the Initial Training shall be developed by the Contractor, available at the commencement of the Contract, and shall be subject to the prior and continuing approval of the Manager or Superintendent and shall include, but will not be limited to, the following subjects and any other relevant subjects as the Manager/Superintendent may deem appropriate:
 - 1. Understanding, meeting/exceeding the customer's needs
 - 2. An in-depth knowledge of all appropriate security procedures
 - 3. Vehicle Inspections for those facilities where vehicle access is provided by the Contractor
 - 4. Geographic orientation and indoctrination.
 - 5. Facility Operations – familiarization with the services provided at the facility, locations and ground transportation services
 - 6. Communicating with Customers and Co-workers:
 - a. Professional telephone and in person conduct
 - b. Facility terminology
 - c. Effective and appropriate oral and interpersonal communications.
 - d. Handling Customer complaints.
 - e. Conflict resolution and dealing with irate customers.
 - 7. Understanding the needs and concerns of disabled customers and how to address these needs. This includes all types of disabilities.
 - 8. Specific duties and reporting relationships.
 - 9. Post assignments and work schedules.
 - 10. Familiarization with, and applicable procedures related to, required forms

and tour reports.

11. Appropriate ethics and conduct.
 12. Professional appearance standards.
 13. Appropriate emergency procedures and notifications.
 14. Traffic safety
 15. Contractor's Mission Statement
 16. Progressive discipline.
 17. Maintaining a safe work environment.
 18. Radio usage, terminology and procedures.
 19. Behavior Pattern Recognition-Training in the use of intuition, powers of observation and human interaction and natural curiosity to investigate and analyze potential threats from situations, persons and the immediate environment.
- D. A syllabus for the Leadership Training shall be developed by the Contractor and shall be subject to the prior and continuing approval of the Manager, which shall include but not be limited to the following subjects and any other relevant subjects the Manager may deem appropriate:
- (1) Performance management and quality control.
 - (2) Setting examples of core values for the workplace.
 - (3) Administering progressive discipline.
 - (4) Leading and motivating employees.
 - (5) Inspiring individuals to achieve excellence.
 - (6) Conflict resolution.
 - (7) Setting priorities.
 - (8) Dealing with irate customers.
 - (9) Customer service standards and requirements.
 - (10) Managing a diverse workforce
 - (11) Maintaining a safe work environment.
 - (12) Incident reporting and log entries.
- E. Prior to assignment, in addition to the Initial and Leadership Training, all NJMT Security Gatemen, NJMT Security Guards and NJMT Roundsmen shall have completed the Waterfront Commission of New York Harbor (WFC) Training Program, two (2) days of Contractor provided training, and annual refresher training required by the WFC.
- F. The Contractor shall provide Initial and Leadership Refresher training to all staff within four (4) months of the start of the third year of the Initial Term of this

Contract. The refresher training shall include all topics required in the Initial and Leadership Training. The Initial Refresher Training shall be two (2) days and the Leadership Refresher Training shall be one (1) day. Those employees having completed the Initial and Leadership Training within nine (9) months of the of the start of the third year of the Initial Term of this Contract shall be exempt from refresher training.

- G. Contractor may be required to provide training to Port Authority staff and employees, if directed to by the Manager.
- H. In addition to the applicable training noted above, the Contractor shall provide training on specialized surveillance for Surveillance System Operators to Contractor Staff serving in any Security Operations Center (SOC) upon commencement of the Initial term of this Contract and prior to deployment to position. The Contractor shall also provide an annual refresher training on surveillance and further principles of security practices of similar content, which shall be no less than 16 hours. The initial and refresher courses should not have more than 40 students per session. The Contractor shall provide examinations to test theoretical and practical Predictive Behavior aspects. A syllabus for the initial and refresher training shall be developed by the Contractor and shall be subject to the prior and continuing approval of the Security Manager and shall include, but will not be limited to, the following subjects and any other relevant subjects, as the Security Manager may deem appropriate:
 - 1. Predictive Behavior principles
 - 2. Relevant past threat incidents
 - 3. Basic surveillance principles
 - 4. Usage of CCTV in the context of threat
 - 5. Uses and limitations of other security technology
 - 6. Indicators based on known and predicted criminal and/or terrorist methods of operation.
 - 7. Reporting emergencies and recording events
- I. Guards assigned to the WTC Site are required to have a a valid 10 hour OSHA Construction Safety and Health Training Card, issued within the last five (5) years.

Section 54. Training Provided by the Port Authority

- A. The Contractor agrees that it shall, at the commencement of the Contract and during the term of the Contract, at all times have available a total workforce of 250 Security Agents who shall have successfully completed a “Security Agent Training Program” conducted by the Port Authority and who are currently available to work as Security Agents. The Contractor agrees that prior to the commencement of the Contract, and during the term thereof, it shall recruit and provide a sufficient number of candidates to participate in the Port Authority Training Program, bringing the total workforce who have satisfactorily completed the Port Authority’s “Security Agent Training Program” and have otherwise

qualified as Security Agents, in accordance with the provisions hereof at the commencement of the Contract, to the point that 250 Security Agents are available at all times.

- B. At any time during the term of the Contract that the base workforce shall fall below 250 Security Agents, the Contractor shall immediately notify the Manager or Superintendent of this occurrence and shall recruit and present not less than twenty-five (25) candidates or a sufficient number to reach 250 Security Agents for the "Security Agent Training Program" which the Port Authority shall thereafter, upon notice to the Contractor, schedule and conduct. In the event the Manager shall require the Contractor to increase the workforce as provided elsewhere in the Contract, the Contractor shall, upon such notice, recruit and present the specified number of candidates for inclusion in the Security Agent Training Program.
- C. Training for Guards providing services hereunder shall be mandatory. The Security Agent Training Program shall be conducted by the Port Authority at such times as it determines in its sole discretion and at the Port Authority's cost and expense. All guards must receive the same type of training. Hours spent by the Contractor's employees in training shall be included as Security Guard post coverage hours under the Contract and the Contractor shall be reimbursed as provided for such post coverage herein. The Contractor acknowledges that it is of the utmost importance in the performance of this Contract to make every effort to present as candidates for the Security Agent Training Program only those persons who are qualified and willing to accept a position as a Security Agent. The Contractor shall screen and attempt to select individuals who they believe can satisfactorily complete the Training Program and otherwise fulfill the responsibilities of and meet the requirements for Security Agents. All candidates proposed by the Contractor for the Security Agent Training Program must be interviewed by the Port Authority. The Port Authority may utilize further screening procedures as shall be deemed necessary from time to time by the Manager/Superintendent to ensure compliance with the terms and conditions of the Contract.
- D. From time to time the Manager/Superintendent, at his/her discretion, may institute an in-service refresher-training program, as he/she deems necessary or desirable for any or all of the Contractor's employees hereunder. Such training programs will be provided at the sole expense of the Port Authority and all hours of attendance of the Contractor's employees in such a program shall be deemed hours of post coverage hereunder. No overtime will be paid unless the Port Authority requests this training on less than four (4) hours notice. The Contractor shall be reimbursed for the time expended by Security Agents in such training at the applicable hourly rate. The Contractor agrees to cooperate and assist the Port Authority as may be required from time to time to facilitate the training of the Contractor's personnel hereunder.
- E. Orientation and Training Provided by the Port Authority

In addition to the training provided by the Contractor in Section hereof entitled "Training Provided by the Contractor", staff assigned to the Work of this Contract will be required to participate in an extensive three (3) day long training program provided by the Port Authority including:

- 1) Orientation, indoctrination and administration
 - a) Facility Communications: telephone, radio, terminology, phonetic alphabet, oral communications, and electronic access equipment.
 - b) Report Writing and familiarization of Forms
 - c) Facility notifications procedures
- 2) Human Development:
 - a) Code of Ethics: Courtesy, prejudice and common sense
 - b) Inference and awareness: listening skills
 - c) Public Relations: news media, personal appearance, post appearance, patron confrontation, and courtesy, handling of complaints
- 3) Legal Aspects of Security Agents

Law of Arrest Pertaining to Civilians: Use of defensive force, Federal and local Police jurisdiction, deputation by Police
- 4) Emergency Training
 - a) Fire extinguishers
 - b) Defensive tactics
 - c) Recognition of Explosive Devices
 - d) Fire Watch Training
- 5) Other
 - a) Geographic Orientation
 - b) Specific duties
 - c) Security best practices
 - d) Vulnerable Areas
 - e) Fire Protection: location of equipment, prevention, class of fires
 - f) General Post orders
 - g) Post familiarization
 - i) NIMS ICS-100
 - j) Any other training deemed appropriate by the Port Authority

The Orientation and Training as described in paragraph “(E)” above will be given by the Port Authority. No overtime will be paid unless the Port Authority requests this training on less than four (4) hours notice. The Central Security Station Agent must receive additional training in computer applications, which will be provided by and paid for by the Port Authority. In addition, the Port Authority may require employees, supervisors and management staff to participate in other training as needed. The Contractor shall be paid for the hours expended in training by those employees whose hours of work are

separately billable hereunder.

Section 55. Human Resource Development Plan

In addition to the training programs set forth in the Section hereof entitled “Training Provided by the Contractor” and the Section hereof entitled “Training Provided by the Port Authority,” the Contractor, at its sole cost and expense, shall establish and implement a Human Resource Development Plan (HRDP) for all personnel assigned to this Contract. The HRDP will focus on developing a career path for each position and training the staff beyond current minimum state standards and federal requirements, as the same may be further amended. The Contractor shall provide a training schedule and training requirements for each position under this Contract. The courses will focus on “value added” skills, knowledge, leadership and professional development within the security industry or directly related to the functions under this Contract. All courses, class material and structure are subject to review and approval by the Port Authority. HRDP training may be achieved using any approved format i.e. computer based, classroom, self study or scenario training; no matter the method used, the courses must:

- Identify a performance goal for the course and attendee.
- Present the knowledge or skill to be developed.
- Provide practical application opportunities.
- Test the level of skill/knowledge acquired during the course.
- Establish a minimum score for certification at “this” skill or knowledge session.

Section 56. Contractor’s Audit Program

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

The Contractor's Audit Program shall be accomplished as an included cost and shall be at no additional cost to the Port Authority.

The Contractor may be required to obtain a third party independent or integrity monitor to supplement and validate the Contractor’s Audit Program and results. The monitor shall be required to report results to the Port Authority. The cost to obtain this monitor shall be at no additional cost to the Port Authority.

Section 57. Uniforms

A. All Contractor staff are required to dress in the required, specified uniforms at all times

while on duty. The Contractor shall provide and pay for a distinctive uniform for all of the Contractor's personnel. Without limiting the generality of any other term or provision hereof, initial supply costs and all subsequent costs attendant with the cleaning and replacement of the aforementioned uniforms shall be borne solely by the Contractor. At the expiration or earlier termination of the Contract, the uniforms shall be and become the sole property of the Port Authority. The Contractor's personnel shall also wear a company insignia, or embroidered emblem, which will identify the Contractor's company or corporate name. The basic uniform will also include foul weather and winter gear. The Contractor shall supply its personnel, at no cost to the Port Authority; with related uniform equipment as specified in the Port Authority Uniform Standards appearing in Exhibit 4 attached hereto and made part hereof. All uniforms, colors, types and styles shall be subject to the prior and continuing approval of the Manager or Superintendent.

- B. The Contractor shall be responsible for ensuring that its employees at all times wear their required uniforms and appropriate shoes, and it shall cause its employees to change to freshly cleaned and pressed uniforms at least once every other day. Uniforms shall be supplied by the Contractor in the minimum quantities indicated in Paragraph "E" of this Section and conform to the Specifications set forth in Exhibit 4 attached hereto and hereby made a part thereof.
- C. The Port Authority may require the Contractor to affix certain distinctive insignia or shields on the uniforms worn by its personnel. The Port Authority shall supply such insignia to the Contractor. All such insignia must be returned to the Port Authority at the termination of the Contract. The Contractor shall be liable for loss of any or all insignia or equipment provided by the Port Authority.
- D. The Contractor shall provide and its employees shall wear, carry or display as required by the Manager a badge, number or some other appropriate means of picture identification, which shall be subject to the prior and continuing consent of the Port Authority in writing. None of the costs of such badges, means of identification and uniforms (or replacements hereof) shall be reimbursed to the Contractor.
- E. Each uniform issue shall consist of the following, with provisions for maternity:
 - (12) Twelve shirts - six (6) winter long sleeve and six (6) summer short sleeve
 - (1) One belt
 - (4) Four pairs of slacks - summer/winter weight
 - (2) Two pair winter gloves - black
 - (2) Ties (safety)
 - (2) One hat winter/one hat summer
 - (1) One pair shoes - black
 - (1) One raincoat with hat protector
 - (1) Winter ear protector - black
 - (2) Two sweaters

- (1) Safety Vest lettered with Security on back.
- (1) One pair rubber boots (long) - black
- (1) One winter parka
- (1) Hearing Protector (With a minimum Noise Reduction Rating of 30db) where needed
- (1) 2 “D”cell flashlight
- (1) Respiratory Protection Device
- (1) Pair of Safety Glasses

WTC Requirement – Guards that at working on/within the construction site need to be wearing hard hats, reflective safety vests, safety shoes and safety glasses 100% of the time.

The Contractor shall provide insulated coveralls lettered with Security on back and with the companies insignia on the front to Staff working on Construction sites. The Facility Manager/Superintendent shall approve the use and appearance of coveralls.

- F. If the Contractor is unable to provide its employees with uniforms as specified above for a period of up to forty-five (45) days after the commencement of the Contract, the Contractor, shall not be deemed in default hereunder provided, however, that all employees during said period shall be properly and uniformly dressed in a style and color uniform utilized regularly by the Contractor and subject to the prior approval of the Manager or Superintendent. Effective forty-five (45) days after the commencement of the Contract, Paragraphs "A" through "E" above shall be controlling, and all uniform requirements and specifications shall be deemed in full force and effect.
- G. Without limiting any other terms or provisions of the Contract, failure of the Contractor to provide that its employees are suitably attired and outfitted will be deemed a breach of the Contractor's obligations hereunder. Employees will not be permitted to work their assigned tour unless properly attired in accordance with the provisions of this Section and liquidated damages may be assessed if a post is left unfilled as a result.

Section 58. Radios and Other Related Equipment

- A. The Contractor shall at its sole cost and expense, furnish to each of its employees assigned to a post, except as noted below in paragraph D., including all relief personnel, and shall maintain in good repair and operating condition, portable two-way radio voice communication equipment capable of adequate communications throughout each Facility including antennas, power supplies, batteries, lapel speaker microphones and other equipment associated therewith on a single frequency unless otherwise directed by the Port Authority. The Contractor is responsible for conducting a site survey and obtaining any approvals required to install implement its communication equipment and system. The Contractor shall obtain Federal Communications Commission and all other licenses, permits or approvals as required to operate said equipment at each Facility. The Contractor shall immediately correct any conditions of interference affecting radio operations. The Contractor shall provide one radio to each guard on each tour, including spare battery, and maintain a 20% contingency of radios above and beyond the current

amount required. All of the radio equipment to be supplied by the Contractor must be suitable and compatible for operation on each Facility and shall include a “tone pack” identifier. The Contractor will be responsible to ensure that the maintenance or repair and replacement of all radios are such that all tours and posts will have a full complement of radios. An inventory setting forth the number of and condition of all radios and associated equipment must be submitted with the monthly invoice.

- B. Specifications for any radio systems must be provided to the Port Authority and approved by the each Facility Manager or Superintendent prior to the commencement of this Contract.
- C. The Contractor shall, at its sole cost and expense, issue a wireless phone (or its approved equivalent exclusive of radios) to each Tour Supervisor assigned for field supervision for use during the tour. The Contractor shall provide to the Port Authority, once a month, an inventory of all radios/wireless phones setting forth the number and condition of the same.

At Contract Termination, the radio equipment (located within the vehicles and the handhelds) shall become the property of the Port Authority.

- D. An Electronic Guard Tour Report System is required at The Teleport, PATC, 2 MONT, 115 BWAY, and 225-233 PAS. The Contractor shall, at its sole cost and expense, maintain in good repair and operating condition the following existing equipment, for use at the site indicated:

The Teleport

DETEX Escorte by GCS Kit

GCS-6000ESC	Escorte Data Acquisition Unit	[Quantity: 2]
GCS-6010PESC	Escorte Data Transfer Unit (Parallel)	[Quantity: 1]
GCS-6044 Mega Data Strips (w/ Mega Screws)		[Quantity: 50]
GCS-6030ESC	Command Book & Manual	[Quantity: 1]
GCS-6042-004	“Print” Command Strip	[Quantity: 1]
GCS-6066 Safety Chain		[Quantity: 2]

Important: Given that the existing DETEX Escorte system at The Teleport is no longer available for purchase, if becomes necessary to replace it in its entirety, the Contractor shall at its sole cost and expense, furnish and maintain in good repair and operating condition the following equipment at the Teleport:

DETEX Reliant PLUS

REL-DAU Reliant Data Acquisition Unit (DAU)		[Quantity: 2]
REL-DTU Reliant Data Transfer Unit (DTU)		[Quantity: 1]
REL-CKP Reliant Checkpoints w/ iButtons & Screws		[Quantity: 50]
REL-INCBK	Reliant Incident Book	[Quantity: 1]

REL-KF Reliant iButton ID Keys	[Quantity: 2]
Reliant_PLUS Software CD & User Manual	[Quantity: 1]
Nylon Holster for Reliant DAU	[Quantity: 1]

PATC

DETEX Reliant PLUS

REL-DAU Reliant Data Acquisition Unit (DAU)	[Quantity: 2]
REL-DTU Reliant Data Transfer Unit (DTU)	[Quantity: 1]
REL-CKP Reliant Checkpoints w/ iButtons & Screws	[Quantity: 20]
REL-INCBK Reliant Incident Book	[Quantity: 1]
REL-KF Reliant iButton ID Keys	[Quantity: 2]
Reliant_PLUS Software CD & User Manual	[Quantity: 1]
Nylon Holster for Reliant DAU	[Quantity: 1]

2 MONT

DETEX Reliant PLUS

REL-DAU Reliant Data Acquisition Unit (DAU)	[Quantity: 2]
REL-DTU Reliant Data Transfer Unit (DTU)	[Quantity: 1]
REL-CKP Reliant Checkpoints w/ iButtons & Screws	[Quantity: 20]
REL-INCBK Reliant Incident Book	[Quantity: 1]
REL-KF Reliant iButton ID Keys	[Quantity: 2]
Reliant_PLUS Software CD & User Manual	[Quantity: 1]
Nylon Holster for Reliant DAU	[Quantity: 1]

115 BWAY

DETEX Reliant PLUS

REL-DAU Reliant Data Acquisition Unit (DAU)	[Quantity: 2]
REL-DTU Reliant Data Transfer Unit (DTU)	[Quantity: 1]
REL-CKP Reliant Checkpoints w/ iButtons & Screws	[Quantity: 30]
REL-INCBK Reliant Incident Book	[Quantity: 1]
REL-KF Reliant iButton ID Keys	[Quantity: 2]
Reliant_PLUS Software CD & User Manual	[Quantity: 1]
Nylon Holster for Reliant DAU	[Quantity: 1]

225-233 PAS

DETEX Reliant_PLUS

REL-DAU Reliant Data Acquisition Unit (DAU)	[Quantity: 2]
REL-DTU Reliant Data Transfer Unit (DTU)	[Quantity: 1]
REL-CKP Reliant Checkpoints w/ iButtons & Screws	[Quantity: 40]
REL-INCBK Reliant Incident Book	[Quantity: 1]
REL-KF Reliant iButton ID Keys	[Quantity: 2]
Reliant_PLUS Software CD & User Manual	[Quantity: 1]
Nylon Holster for Reliant DAU	[Quantity: 1]

- E. The Contractor shall, at its sole cost and expense, maintain in good repair and operating condition Truck Inspection Mirrors with sufficient back up for use at those facilities where vehicle access/inspections is provided by the Contractor.
- F. Nextel two-way radios are required for use at GWB, NJMT, NYLP and NJP.
- G. Smartphones will be required for by all Managers and Supervisors at WTC.
- H. At Contract termination, Electronic Guard Tour Report System equipment (located within the vehicles and the handhelds) shall become property of the Port Authority.

Section 59. Transitioning Services at Start/Termination of the Contract

The Contractor is required to follow a Port Authority approved transition plan, when applicable, to ensure an orderly transition at the commencement and end of the term of the Contract. The Contractor will be expected to actively participate in discussions and adhere to written plans that clearly specify the transition period and responsibilities.

In addition, the Contractor acknowledges that the Port Authority may be transferring certain responsibilities at the World Trade Center Site under this Contract during its term, or option/extension periods, if taken, to other Contractors or to the Port Authority itself. The Contractor is required to follow a Port Authority transition plan for the WTC Site, when applicable, to ensure an orderly transition at the time responsibilities are transferred, at any time during the term of the Contract. The Contractor will be expected to actively participate in discussions and adhere to written plans that clearly specify the transition period and responsibilities.

Section 60. Intellectual Property

- A. Except as expressly provided below: as between the Port Authority and the Contractor, all guides, training manuals and tutorials, quick reference cards, procedures, documentation, estimates, reports, records, data, charts, documents, models, designs, renderings, drawings, specifications, photographs, computations, computer tapes or discs, and other documentation of any type whatsoever, whether in the form of writing, figures or delineations, which are prepared or compiled in connection with this Contract, shall become the exclusive property of the Port Authority, and the Port Authority shall have the exclusive right to use or permit the use of them and any ideas or methods represented by them for any purpose and at any time without other compensation than that specifically provided for herein. With regard to training manuals, the Port Authority

shall expressly have the right to use, alter and reproduce including electronically, said manuals for its internal business purposes. The Contractor hereby warrants and represents that the Port 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 Contract or not. Any information given to the Port Authority before, with or after submission of the Agreement on Terms of Discussion, either orally or in writing, is not given in confidence and may be used, or disclosed to others, for any purpose at any time without obligation or compensation and without liability of any kind whatsoever, except as otherwise set forth in the "Agreement on Terms of Discussion".

- B. The right of the Port Authority as well as the Contractor, to use all patented material, compositions of matter, manufactures, apparatus, appliances, processes of manufacture or types of construction as well as any copyrightable matter, trade secrets or other proprietary matters, shall be obtained by the Contractor without separate or additional compensation whether the same is patented before, during or after the performance of the Work.
- C. If, in accordance with the Contract, the Contractor furnishes research, development of consultative services in connection with the performance of the work and if in the course of such research, development, or consultation patentable or copyrightable subject matter or trade secrets or other proprietary matter is produced by the Contractor, its officers, agents, employees, subcontractors, or suppliers, the Port 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 Port Authority. Promptly upon request by the Port Authority, the Contractor shall furnish or obtain from the appropriate person a form of license satisfactory to the Port Authority, but it is expressly understood and agreed that as between the Contractor and the Port Authority the license herein provided for shall nevertheless arise for the benefit of the Port Authority immediately upon the production of said subject matter and shall not await formal exemplification in a written license agreement as provided for above. Such license may be transferred by the Port Authority to its successors, immediate or otherwise, in the operations of or ownership of any facility nor or hereafter operated by the Port Authority or the Authority but such license shall not be otherwise transferable.

Section 61. Whistleblowing Policy and Ethics Compliance Program for Contractor

The Contractor shall have in effect, during the term of the Contract, a Whistleblower Policy, reviewed and approved by the Port Authority, covering Contractor staff performing work under this Port Authority Contract. The Whistleblower Policy shall, in substance, prohibit Contractor employees and officers from taking any adverse personnel action with respect to another officer or employee solely as a result of, or in retaliation for, his or her: (i) making a truthful report of information to the Contractor's designated Compliance Officer concerning conduct which he or she knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement, gross waste of funds or abuse of authority by another Contractor officer or employee, which concerns his or her office or employment, or by persons dealing with the Port Authority, or performing work on Port Authority

Contracts or premises, (collectively, “misconduct”); (ii) objection to, and/or refusal to participate in misconduct; or (iii) cooperation with an investigation by a public body, including provision of information or testimony with respect to misconduct.

The Contractor shall be responsible for implementing and enforcing the Whistleblower Policy and educating employees regarding the Whistleblower Policy. The Contractor shall relay any and all reports and allegations related to Work under this Port Authority Contract or concerning Port Authority employees immediately to the Port Authority’s Office of Inspector General; failure to report may be considered a breach of this Contract.

The Contractor will implement an Ethics Compliance Program. The components of this Ethics Compliance Program include a Code of Conduct, a Zero Tolerance Policy, the designation of a Compliance Officer, a reporting Hotline, and other associated ethics functions, as required by the Port Authority.

Within thirty (30) days of the award of this Contract, the Contractor shall submit to the Port Authority, for approval, a draft of the policies required under this section and a plan for implementation which shall include a timeline. Upon approval, the Contractor shall implement the policies in accordance within the approved timeline.

Section 62. Miscellaneous

The captions, if any, in this Contract are for reference purposes only and shall not in any way affect the meaning or interpretation of the provisions and terms hereof.

Wherever, under this Contract, written direction or prior written approval or consent is required, such direction, approval or consent may at any time and from time to time be prospectively withdrawn or modified by written notice, in the sole discretion of the Port Authority.

Section 63. Background Screening Requirements

The Contractor awarded this contract may be required to have its staff, and any subcontractor’s staff working under this Contract, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority. The Contractor (and any approved subcontractor) may also be required to use an organization designated by the Authority to perform the background checks. The cost for said background checks for staff that pass and are granted a credential shall be reimbursed to the Contractor. Costs associated with background checks for staff that are rejected for a credential for any reason are not reimbursable.

The Contractor shall have the capability (whether in-house or through contracted services) to perform the following categories of background investigations:

- A. Social Security Verification
- B. Address History Locator
- C. Financial Profile/Credit Analysis
- D. State Criminal
- E. Federal Criminal

F. Comprehensive Criminal - a/k/a Nationwide Criminal offered through certain subscription databases State Civil Federal Civil Bankruptcy Sex Offender Patriot Act Department of Motor Vehicles Media Social/Professional Networking Websites

The Port Authority reserves the right to request that the Contractor implement, either in whole or in part, the measures listed above as A. through F., at the Authority's discretion.

Section 64. Limitation on Future Contracting

The Contractor awarded this contract is precluded from being awarded any future Port Authority Contract for unarmed, uniformed security guard services as a prime contractor or as a subcontractor for the duration of this contract, including any extensions or option years or periods, if exercised. The restriction shall apply to any and all affiliates, divisions and subsidiaries of the Contractor. This limitation shall not apply to an award for the replacement contract for the services described herein.

EXHIBIT 1

GUARD SERVICE VEHICLE SPECIFICATIONS

SEVEN PASSENGER VAN

Gross Weight Rating - Approximately 5,100 pounds

Two Wheel Drive

Limited Slip Differential

Engine - 6 cylinder, approximately 3.0 ltr.

Transmission - 4 Speed Automatic

Steering - Power assisted

Power Brakes

Fuel Tank - approximately 20 gallons

Tires - All weather radial blackwalls

Low Mount Mirrors - Left and Right

Front Bucket Seats

Rear Bench Seats

Separate access to the front and rear seats

Windshield Wipers with Washer

Rear Window Defogger

AM/FM Radio

Air Conditioning

Front and Rear Rubber Floor Mat

Dual Sun Visors

Dual Arm Rests

Inside Hood Release

Ashtray

Cigarette Lighter

Interior Lights

Keyed Alike Doors and Ignition

Day/Night Mirror

Fuel Tank Skid Plate

Transmission Skid Plate

Front Tow Hooks

Battery - 625 C.C.A.

Alternator - 100 Amps

Roof Wiring Kit

Rust proofing

Color - White

Fire Extinguisher

Mounted Roof Beacon Light

“Security” signage on driver and passenger side doors.

Unique vehicle number distinctly displayed on the sides and rear of each vehicle.

Vehicles will all be painted white and approved by the Manager.

Seating for driver and six (6) occupants

EXHIBIT 1

GUARD SERVICE VEHICLE SPECIFICATIONS (Con't)

FOUR WHEEL DRIVE VEHICLE

5 passenger vehicle as required in contract for the respective facility

Transmission - Automatic

Steering - Power assisted

Power Brakes

Tires - All weather radial blackwalls

Low Mount Mirrors - Left and Right

Separate access to the front and rear seats

Windshield Wipers with Washer

Rear Window Defogger

Air Conditioning/Heating

Battery - 500 C.C.A.

Alternator - 80 Amps

Roof Wiring Kit

Color - White

Fire Extinguisher

Mounted Roof Beacon Light

Unique vehicle number distinctly displayed on the sides and rear of each vehicle

“Security” signage on driver and passenger side doors.

Vehicles will all be painted white and approved by the Facility General Manager.

VEHICLE SPECIFICATIONS TWO WHEEL DRIVE (“SUV type”) VEHICLE

2-passenger vehicle as required in contract for the respective facility

Transmission - Automatic

Steering - Power assisted

Power Brakes

Tires - All weather radial blackwalls

Low Mount Mirrors - Left and Right

Separate access to the front and rear seats

Windshield Wipers with Washer

Rear Window Defogger

Air Conditioning/Heating

Battery - 500 C.C.A.

Alternator - 80 Amps

Roof Wiring Kit

Color - White

Fire Extinguisher

Mounted Roof Beacon Light

“Security” signage on driver and passenger side doors.

EXHIBIT 2 UNIFORM SPECIFICATIONS

A. FOR NYMT AND NJMT

Only wear Waterfront Commission approved uniforms except when, upon request of an employer, the commission authorizes differently. The uniform is the basic item of the security officer. It should be worn with dignity and pride. The uniform identifies the security officer as a figure of authority. The specifications are as follows:

- 1) shirts - blue (navy) or white - long and short sleeve;
- 2) winter jacket - orange with high-visibility;
- 3) windbreaker - orange with high-visibility;
- 4) vest - blue (navy) with green florescent outline;
- 5) pants/trousers - blue (navy);
- 6) hat - baseball cap blue (navy) with Waterfront Commission patch;
- 7) watch hat - wool - blue (navy) - to be worn for outside duty in cool or cold climates;
- 8) belt - black and must be worn within the belt loops of the uniform trousers;
- 9) boots or shoes - black;
- 10) flashlight, standard maglight;
- 11) badge - only the Waterfront Commission badge which must be worn on the outmost garment.

B. SECURITY AGENT UNIFORMS (SIB, PORT IVORY, Teleport, PATH, WTC, NJP, BIP, GWB, NYMT, NJMT)**

1. SHIRTS - Male and Female *

Style: Brigadier Shirt Twin Contrast

Fabric: 2x2 Tropical Summer/Winter Weight – 65% Dacron polyester/35% combed cotton

Color: French Blue Body – Navy Shoulder Straps, Navy Pocket Flaps

Basic Features: Plain front coat style, collar attached, shoulder straps, two outside breast pockets with flaps. Left flap is to have pencil opening

Badge Reinforcement: Separate patch of shirt material inside shirt on left side

Winter: Long sleeves - Quantity 6

Summer: Short sleeves – Quantity 6

2. PANTS - Male and Female *

Style: Indiana P Pants

Color: French Blue

Fabric: Blend – 55% Dacron polyester, 45% worsted wool

Design: The trousers should be made using a uniform pattern:

Plain front with quarter top pockets and two back pockets, 2” belt loops.

EXHIBIT 2
UNIFORM SPECIFICATIONS
(Con't)

Striping: 1" navy braid on each outside seam of the trouser leg from the bottom of the waistband to the bottom of the trouser leg (no cuffs)

Quantity: 4 - Male and Female

3. LADIES SKIRTS *

Style: Semi-A-line

Color: French Blue

Fabric: Blend – 55% Dacron polyester, 45% worsted wool

Design: Waistband shall be plain in front and shirred in rear for a more comfortable fit, side zipper with button closure on the left and side pocket on the right. Waistband shall allow for expansion of a minimum of 1"

Striping: 1" wide navy braid on each outside seam of the skirt from the bottom of the waistband to the bottom of the skirt.

Finishing & Pressing: The skirt shall be made in a first class manner with all loose threads removed. They must be pressed completely and properly. Side seams and back seams pressed open.

Size Tags: The skirt must have sewn in label giving care instructions and shall be marked with lot number, fiber content, size and WPL number.

Quantity: 2

* Provisions should be made for maternity clothes.

4. HATS - Male and Female

Style: Campaign or baseball type cap

Color: Navy

Quantity: 2

* Holders must be provided for storage in lockers.

5. TIES - Male and Female

Style: Standard

Fabric: Dacron and Wool Blend

Width: Approximately 3 1/2"

Color: Navy - Regular and Long Length

Quantity: 2

6. SPECIFICATIONS FOR BELTS

General: The belt is to be made of seven ounce durable top grain cowhide leather with plain finish and half lined. The buckle is to be nickel plated.

EXHIBIT 2
UNIFORM SPECIFICATIONS
(Con't)

Width: 2 ¼"
Style of Buckle: Hook on
Color: Black
Quantity: 1

7. COATS:

Style: Trooper Reefer Coat with fur collar – capable of withstanding sub-zero temperature and high winds with badge tap reinforcement on left side.

Fabric: Winter weight
Color: Navy
Quantity: 1

8. WINDBREAKER

Type: Fleece lined for Spring through Fall use
Color: Navy/Stencil with SECURITY on the back
Style: Four button, snaps with pockets
Quantity: 2

9. FOUL WEATHER GEAR

Type: Reflective orange with hood
Black boots
Clear plastic hat cover for Campaign style hat
Quantity: 1

10. SWEATERS

Type: Commando
Color: Navy
Style: Pullover with reinforced area over right breast for shield
Quantity: 2

11. NAME PLATES:

Each employee shall be supplied and wear a nameplate, affixed over the right breast pocket of the outermost garment. Plate is to be engraved:

LAST NAME - BADGE #

Color: Gold

Quantity: 1

12. WHISTLE:

Each employee will be supplied a brass whistle with chain

Quantity: 1

EXHIBIT 2
UNIFORM SPECIFICATIONS
(Con't)

13. CONSTRUCTION PERSONNEL WINTER GEAR

Winter coverall for construction: shell to be 100% nylon, fabric to be waterproof coated, lining insulated to withstand 20 degrees below zero.

Quantity: 2

** Note: Teleport, NJP,NYLP should have a corporate uniform consisting of grey slacks with a white button down shirt blue blazer, and tie for security agents and blue pants for supervisors. The Teleport also wears a summer uniform consisting of a button down golf shirt and Khakis

C. CENTRAL SECURITY STATION AGENT, SECURITY OPERATIONS CENTER AGENTS PROFESSIONAL UNIFORM, NYLP SECURITY AGENT, NJP SECURITY AGENT.

The Central Security Station Guard requirements shall be the same as outlined in paragraph B above - Security Guards, except for the following:

1. SHIRT/BLOUSE

Color: White

2. PANTS/SKIRT

Color: Black

3. TIE / SCARF

Color: Black

Females are permitted to wear skirts or slacks while on duty. The Contractor must provide a choice of slacks or skirts in the quantities indicated, or any combination thereof. Provisions should be made for maternity.

D. TOUR SUPERVISOR, ASSISTANT LEAD TOUR SUPERVISOR AND LEAD TOUR SUPERVISOR UNIFORM

The Tour Supervisor requirements shall be the same as outlined in paragraph C above, except for the following:

1. JACKET

Style: Blazer – 2 button, single breasted, soft shoulder, plain back with center vent. ¼ “ edge and pocket stitching, metal buttons, fully lined

Color: Navy Blue

Fabric: Medium – Summer/Winter Weight

Quantity: 2

EXHIBIT 2
UNIFORM SPECIFICATIONS
(Con't)

2. SHIRT / BLOUSE – Male and Female *
Color: Light Blue
3. PANTS / SKIRT
Color: Navy Blue
4. TIE / SCARF
Color: Striped Red / Navy
5. COATS:
Style: Reefer Coat with fur collar – capable of withstanding sub-zero temperature and high winds with badge tap reinforcement on left side.
Fabric: Winter weight
Color: Navy
Quantity: 1
6. WINDBREAKER
Type: Fleece lined for Spring through Fall use/SECURITY stencil on back
Color: Navy
Style: Four button, snaps with pockets
Quantity: 2
7. FOUL WEATHER GEAR
Type: Navy with hood, and black boots
Quantity: 1

* Females are permitted to wear skirts or slacks while on duty. The Contractor must provide a choice of slacks or skirts in the quantities indicated, or any combination thereof. Provisions should be made for maternity clothes for the females.

Exhibit 3

New Jersey Properties Parking Control Procedures

A major part of the Security Guard's duties are centered on parking control, both around the building and in the remote parking lots.

The Security Guards assigned to the PATC are responsible for monitoring all parking around the building at all times. A major part of this responsibility includes the issuing of visito parking to all visitors at all times without exception. During the hours 7:00 AM to 3:00 PM or when there are two (2) security staff assigned to the building, one Security Guard shall repeatedly walk through parking areas around the building, to insure compliance with parking controls. During these tours the Security Guard shall report parking control problems, such as double parked, vehicles parking in an unsafe manner, or obvious unauthorized vehicles parking in assigned spaces, to the Tour Supervisor or Security Guard on duty. The Security Guard will be responsible for issuing parking violation warning stickers to improperly parked vehicles as directed by the Tour Supervisor/ Security Guard on duty.

If you receive a complaint from a staff member that someone has parked in their assigned spot you should take the following steps to remedy the situation:

1. Quickly verify the complaint by consulting your parking plan to verify that the person lodging the complaint is a member of the unit assigned the spot in question. Obviously, if you are familiar with the person and their assigned spot this step is not necessary.
2. Assign the person an alternate parking spot as convenient as possible from available visitors, or vacant unassigned spots as quickly as possible, so as to not further inconvenience this person. At that time, politely ask the person for their name, location and telephone number so that you can contact them.
3. After the displaced person is attended to and only then shall you deal with the alleged violator. You should make a reasonable attempt to locate the driver of the improperly parked vehicle by calling CPD. Under no circumstances are you to abandon your post in search of this violator or waste excessive amounts of time tracking them down.
4. Depending on the situation you shall, at minimum, issue the appropriate violation or warning sticker, affixing it to the vehicle on the driver's side window as not to deliberately obstruct the driver's forward field vision.
5. In the case of blatant violators or people willfully disobeying your instructions, for example, vehicles deliberately blocking in other vehicles, blocking a fire exit, deliberately occupying more than one spot, parking in handicapped spot, or known to be repeat offenders, etc., you should contact your Supervisor or the Manager's office for guidance. If no one is available, you should contact PA Police at the Holland Tunnel and politely request that the vehicle be issued a summons. Under no circumstances should you direct a vehicle to be towed unless directed to do so by the Manager's office or Police/Fire officials.
6. Notify the person who lodged the complaint that the violator has either moved the vehicle, or been issued a warning sticker or summons. If the vehicle has been moved and the assigned spot is now available, politely request that the person move their vehicle to their assigned spot as soon as convenient.

Exhibit 4 - Information Security Handbook



The Port Authority of New York & New Jersey

Information Security Handbook

October 15, 2008, corrected as of February 9, 2009

The Port Authority of New York and New Jersey
Information Security Handbook

Copyright © 2008 The Port Authority of New York and New Jersey

No copyright is claimed in the text of U.S. regulations or statutes quoted within.

TABLE OF CONTENTS

	<u>Page</u>
INTRODUCTION	1
CHAPTER 1	
PORT AUTHORITY INFORMATION SECURITY ORGANIZATIONAL STRUCTURE.....	2
CHAPTER 2	
CATEGORIZATION OF INFORMATION	4
2.1 DEFINITIONS	4
2.2 GENERAL PROCESS FOR CATEGORIZATION	5
2.3 TRAINING AND INFORMATION REVIEW.....	6
2.4 REMOVAL OF CATEGORY DESIGNATION.....	7
CHAPTER 3	
INFORMATION ACCESS.....	8
3.1 APPLICABILITY	8
3.2 GENERAL CRITERIA.....	8
3.3 INFORMATION ACCESS CONTROLS.....	9
3.4 ACCESS DISQUALIFICATION	10
3.5 NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENTS (NDAs).....	11

3.6 UNAUTHORIZED DISCLOSURE OF INFORMATION	11
3.7 SECURITY CLEARANCE AND ACCESS PROHIBITIONS.....	11
3.8 BACKGROUND SCREENING	12
3.9 AUTHORIZED PERSONNEL CLEARANCE LIST	12
3.10 DEVELOPMENT OF CONFIDENTIAL INFORMATION PRACTICES AND PROCEDURES (CIPP).....	12
3.11 PROCUREMENT STRATEGIES	13
 CHAPTER 4	
MARKING, HANDLING, STORAGE, TRANSMITTAL AND DESTRUCTION REQUIREMENTS	16
4.1 MARKING OF CONFIDENTIAL INFORMATION.....	16
4.2 HANDLING CONFIDENTIAL INFORMATION	18
4.3 TRANSMITTAL OF CONFIDENTIAL INFORMATION.....	18
4.4 STORAGE OF CONFIDENTIAL INFORMATION	21
4.5 DOCUMENT ACCOUNTABILITY LOG.....	21
4.6 REPRODUCTION	22
4.7 DESTRUCTION OF CONFIDENTIAL INFORMATION	22
 CHAPTER 5	
AUDITING AND MONITORING	23
5.1 PURPOSE.....	23
5.2 AUDITS AND INVESTIGATIONS.....	23
5.3 SELF-ASSESSMENT	24
 CHAPTER 6	
POLICY VIOLATIONS AND CONSEQUENCES	25
6.1 RESPONSIBILITIES.....	25
6.2 VIOLATIONS, INFRACTIONS, OR BREACH OF INFORMATION SECURITY PROTOCOLS	25

6.3 VIOLATION REPORTING, INVESTIGATION AND FACT FINDING	25
6.4 DISCIPLINARY ACTION	25
CHAPTER 7	
INFORMATION SECURITY EDUCATION AND AWARENESS TRAINING.....	28
7.1 PURPOSE.....	28
7.2 OVERVIEW.....	28
7.3 TRAINING PROGRAM ELEMENTS	28

APPENDICES OF HANDBOOK

A – NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENTS

A-1: Non-Disclosure And Confidentiality Agreements with reference to Handbook

A-2: Non-Disclosure And Confidentiality Agreements without reference to Handbook

A-3: PA/PATH Employee Non-Disclosure And Confidentiality Agreement

B – INSTRUCTIONS ON NON-DISCLOSURE AND MAINTENANCE OF CONFIDENTIALITY OF PORT AUTHORITY CONFIDENTIAL INFORMATION

C – BACKGROUND SCREENING SPECIFICATIONS

D – THE SECURE WORKER ACCESS CONSORTIUM

E – COVERSHEET FOR CONFIDENTIAL PRIVILEGED INFORMATION

F – TRANSMITTAL RECEIPT

G –GUIDELINES FOR THE STORAGE OF CONFIDENTIAL INFORMATION

H – GUIDELINES FOR THE DISPOSAL AND DESTRUCTION OF CONFIDENTIAL INFORMATION

I - AUDIT PROCEDURES

INTRODUCTION

This *Port Authority of N.Y. & N.J. Information Security Handbook* ("Handbook") establishes guidelines and uniform processes and procedures for the identification, handling, receipt, tracking, care, storage and destruction of Confidential Information (as hereinafter defined) pursuant to The Port Authority of New York and New Jersey Information Security Policy (the "Policy"). This Handbook is intended to be the implementation guideline for that policy. It is also intended to complement the Port Authority Freedom Information Policy (FOI), inasmuch as it further defines certain information that may be exempt from release under FOI. The guidelines contained in this Handbook are not intended to, in any way, be in derogation of the FOI policy, which was adopted by the Committee of Operations in a Resolution, dated August 13, 1992.

This Handbook prescribes requirements and other safeguards that are needed in order to prevent unauthorized disclosure of Confidential Information and to control authorized disclosure and distribution of designated sensitive information, when it is released by The Port Authority of New York and New Jersey (the "Port Authority") either internally or externally. A major underlying principle, on which the Handbook is premised, is that there is a limited universe of sensitive information to which it applies. There is the expectation that prudent, informed and circumscribed judgments will be made by those staff members charged with the responsibility of identifying and properly designating sensitive information, as is provided for in this Handbook. In this regard, adherence to the Handbook's requirements will help ensure that the necessary care will be constantly and consistently undertaken in order to ensure that mis-designation, or "over marking", of information will be avoided. Another important principle of the Handbook is that access to properly designated sensitive information is premised on a strict "need to know" basis. It is the establishment of this "need to know" that is the essential prerequisite for being granted access privileges. It must be emphasized that possession of a federal security clearance or other access rights and/or privileges to sensitive information does not *per se* establish a "need to know" for purposes of obtaining access to discrete sensitive Port Authority information. This principle is equally applicable to the Port Authority and its internal staff as it is to third party individuals and entities, which are given access privileges to sensitive Port Authority information.

The procedures and processes described in this Handbook are intended to apply prospectively to all sensitive materials presently in use within the agency. Any retrospective application of the procedures and processes contained in this Handbook should be undertaken on a case-by-case basis under the direction of the Corporate Information Security Officer in consultation with the Law Department and with the concurrence of the Corporate Security Officer.

This Handbook will be amended and updated from time to time as may be appropriate. When appropriate, each Port Authority department, office and/or business unit, as well as contractors/consultants, should create a "Confidential Information Practices and Procedures" ("CIPP") document with additional guidelines for their respective businesses. This will assist staff, and third parties working with the Port Authority, in carrying out the requirements of this Handbook. A CIPP should augment, but may not deviate from, the requirements of this Handbook. The procedures, safeguards and requirements of this Handbook fully apply to all subsidiaries of the Port Authority that deal with, or create, Confidential Information. Whenever the term Port Authority is referenced in this Handbook, it should be understood to include and/or cover its subsidiary entities.

The Port Authority expressly reserves the right to reject any information designation and/or to remove/add any and all markings on information that is not consistent with this Handbook.

CHAPTER 1 - PORT AUTHORITY INFORMATION SECURITY ORGANIZATIONAL STRUCTURE

The Port Authority organizational structure for information security is as follows:

Corporate Security Officer (CSO) – is responsible for the implementation of Port Authority policy on security matters, both physical and informational, and for the coordination of security initiatives throughout the agency in order to assure consistency in practices, procedures and processes. In particular, the CSO works in close collaboration with the Chief Technology Officer and the Corporate Information Security Officer with regard to their respective areas of security responsibilities. The CSO acts as the Port Authority's principal liaison on security related matters with governmental, public and private entities. The CSO works closely with the Law Department, Public Safety Department and the Office of Inspector General on security initiatives, on compliance with governmental requirements on security matters, and on issues relating to compliance with the Port Authority's security policy. The CSO reports to the Chief Operating Officer of the Port Authority.

Corporate Information Security Officer (CISO) – the Office of the Secretary of the Port Authority will be designated to undertake the role and functions of the CISO and consults with the CSO in order to assure agency wide consistency on policy implementation. The CISO is responsible for the management, oversight and guidance of the Policy. The CISO works in conjunction with all appropriate Port Authority departments and subsidiaries to: (i) formulate practices and procedures concerning information security management issues affecting the Port Authority, its operations and facilities; (ii) review, categorize and manage all Port Authority information consistent with the Port Authority's policy and procedures under its Freedom of Information Policy; and (iii) establish procedures and handling requirements for Port Authority information based upon its sensitivity designation in order to ensure that the information is used solely for authorized purposes. The CISO will report to the Secretary who in turn reports to the Executive Director.

Departmental Information Security Officer (DISO) - each department head, and, where appropriate, office head, will designate a staff member to act as DISO in order to ensure compliance with the Policy. The DISO is responsible for management and oversight of information security issues for departmental operations and reports to the CISO on information security practices and procedures, or issues relating thereto. Additionally, the DISO may perform the Security Information Manager (SIM) functions, if a SIM has not been designated for a department, division, office, unit or project. Each DISO is also responsible for compiling an inventory of all Confidential Privileged Information and Confidential Information in their department's possession and/or providing updated listings to the CISO on a monthly basis, or on such other periodic basis as may be established by the CISO. Additionally, the DISO is responsible for approving the departmental Confidential Information Practices and Procedures ("CIPP") document and, before authorizing its use, for submitting the CIPP to the CISO for final approval and providing periodic reports to the CISO, as the CISO may require.

Security Information Manager (SIM) – Port Authority departments, offices or other business units, as well as contractors, vendors, and consultants, individuals and/or entities, where appropriate, who are involved with, or who could have exposure to, Confidential Information shall designate a SIM who is responsible for coordinating the implementation and daily oversight of the Policy for the particular Port Authority department, office, business unit, or third-

party contractor, vendor, or other party. The SIM reports to the DISO and/or the Security Project Manager (SPM) for a project, where applicable. If a Port Authority department determines that the SIM function may be carried out by the DISO, then the SIM designation may not be required, unless or until the DISO, in consultation with the CISO, determines otherwise. The functions of the SIM are further described throughout this Handbook.

Security Project Manager (SPM) – where applicable, a DISO may designate an individual overseeing a project for a department as the SPM, who will be responsible for securing information and ensuring compliance with the Policy on the particular project.

Chief Technology Officer (CTO) – is the head of the Technology Services Department. The CTO, or the CTO's designee, works with the CSO and the CISO to coordinate the Policy efforts and to provide the Port Authority with the most current resources needed to comply with legislative and regulatory requirements, to adhere to industry standards and best business practices and procedures, and to identify and address technology issues that may affect the current and future policy. The CTO is also responsible for providing technical support and training to assist staff and to meet information security management goals.

Office of Inspector General (OIG) – The OIG's responsibilities include: conducting criminal and administrative investigations of possible misconduct by Port Authority officers and employees, as well as third parties doing business with the Port Authority; reviewing agency internal controls and management practices for weaknesses that could allow losses from corruption, incompetence and/or bad decision making; making recommendations for cost effective improvements; serving as the confidential investigative arm for the Port Authority's Ethics Board; conducting educational awareness programs for all Port Authority employees pertaining to integrity and ethics; and, where appropriate, conducting background investigations of certain contractors proposing to do business with the Port Authority.

Information Security Subcommittee (ISSC), chaired by the CISO, includes departmental representatives from line departments (who might also be functioning as a DISO), the Law and Public Safety Departments, the Office of Inspector General and the CTO. The ISSC assesses the Policy needs and the effectiveness of the policy's implementation, as well as evaluating initiatives for its further development and refinement.

CHAPTER 2 - CATEGORIZATION OF INFORMATION

2.1 Definitions

For purposes of this Handbook the following definitions shall apply:

(a) **“Confidential Information”** means and includes collectively, Confidential Proprietary Information, Confidential Privileged Information, and Information that is labeled, marked or otherwise identified by or on behalf of the Port Authority so as to reasonably connote that such information is confidential, privileged, sensitive or proprietary in nature. The term Confidential Information shall also include all work product that contains or is derived from any of the foregoing, whether in whole or in part, regardless of whether prepared by the Port Authority or a third-party, or when the Port Authority receives such information from others and agrees to treat such information as Confidential.

(b) **“Confidential Privileged Information”** means and includes collectively, (i) any and all Information, documents and materials entitled to protection as a public interest privilege under New York State law and as may be deemed to be afforded or entitled to the protection of any other privilege recognized under New York and/or New Jersey state laws or Federal laws, (ii) Critical Infrastructure Information, (iii) Sensitive Security Information, and (iv) Limited Access Safety and Security Information.

(c) **“Confidential Proprietary Information”** means and includes information that contains sensitive financial, commercial or other proprietary business information concerning or relating to the Port Authority, its projects, operations or facilities that would be exempt from release under the Port Authority Freedom of Information Policy. It also includes sensitive financial, commercial and other business information received from third parties under Non-Disclosure and Confidential Agreements.

(d) **“Critical Infrastructure Information”** (CII) has the meaning set forth in the Homeland Security Act of 2002, under the subtitle Critical Infrastructure Information Act of 2002 (6 U.S.C. §131-134), and any rules or regulations enacted pursuant thereto, including, without limitation, the Office of the Secretary, Department of Homeland Security Rules and Regulations, 6 C.F.R. Part 29 and any amendments thereto. CII may also be referred to as “Protected Critical Infrastructure Information” or “PCII,” as provided for in the referenced rules and regulations and any amendments thereto.

(e) **“Information”** means, collectively, all information, documents, data, reports, notes, studies, projections, records, manuals, graphs, electronic files, computer generated data or information, drawings, charts, tables, diagrams, photographs, and other media or renderings containing or otherwise incorporating information that may be provided or made accessible at any time, whether in writing, orally, visually, photographically, electronically or in any other form or medium, including, without limitation, any and all copies, duplicates or extracts of the foregoing.

(f) **"Limited Access Safety and Security Information"** means and includes sensitive information, the disclosure of which would be detrimental to the public interest and might compromise public safety and/or security as it relates to Port Authority property, facilities, systems and operations, and which has not otherwise been submitted for classification or designation under any Federal laws or regulations.

(g) **"Non-Disclosure and Confidentiality Agreement"** (NDA) refers to the Agreements attached hereto as Appendix "A" (which include Appendices A-1 through A-3). When approved by the Law Department, other forms of a NDA may be used for special situations or specific projects, however, a general NDA may be used in retaining consultants and contractors where the retainer involves work on various projects.

(h) **"Non-Disclosure Instructions"** (NDI) refers to the instructions attached hereto as Appendix "B." A NDI is used when represented staff are given or have responsibilities, which involve working on sensitive and/or security related matters, and/or when such staff is being given access to Confidential Information. The NDI is given to each individual before starting such work or on being given such access. The CISO, in consultation with the Law Department, may allow the use of NDI's in other circumstances, as may be appropriate.

(i) **"Sensitive Security Information"** (SSI) has the definition and requirements set forth in the Transportation Security Administrative Rules & Regulations, 49 CFR 1520, (49 U.S.C. §114) and in the Office of the Secretary of Transportation Rules & Regulations, 49 CFR 15, (49 U.S.C. §40119) and any amendments thereto.

2.2 General Process for Categorization

As defined hereinabove, the term Confidential Information includes all Port Authority Information protected pursuant to this Handbook. Although Confidential Privileged Information is a sub-category of Confidential Information, it is considered a separate category for Port Authority categorization, marking, and handling purposes due to its heightened level of sensitivity. Any sensitive Information not specifically deemed Confidential Privileged Information should be categorized as Confidential Information. In addition, certain other types of Confidential Information, such as SSI and CII, are treated separately and distinctly because they are governed by specific federal designations and must be marked and handled in accordance with federal regulations or requirements. The requirements in this Handbook apply to all Confidential Information, unless otherwise specified. Where a different or additional requirement applies to a specific sub-category of Confidential Information, it will be noted. Although the requirements of this Handbook shall apply prospectively upon its implementation, each Port Authority department, division or unit shall conduct an initial review and designation of all documents currently in use.

For purposes of this Handbook, Confidential Information shall be designated as one of two categories: (i) Confidential Information, or (ii) Confidential Privileged Information.

Each DISO, in consultation with the CISO, shall create a list of examples of Confidential Information and Confidential Privileged Information to be used as a guide by the departmental staff. This list may be included in the department's CIPP. Any employee, consultant, third-party contractor or other agency personnel may nominate Information for categorization in either of the two categories. The DISO, SPM, SIM, supervisors, managers or the CISO, as may be appropriate, should take the action needed to process the Confidential Information under their control and to review it as soon as possible. It is important to understand that not every piece of material currently held should be reviewed. The review should only be of Information that is

considered potential Confidential Information. If management, employees, consultants, third-party contractors, or other agency personnel determine that Information under review contains Confidential Information, the Confidential Information should be designated with the appropriate categorization.

In order to categorize Information as Confidential Privileged Information or Confidential Information the following steps must take place:

1. Inform the SPM or SIM, where applicable, and the unit supervisor of the group/entity proposing the categorization.
2. Obtain DISO concurrence and approval.
3. Obtain CISO final approval.
4. If approved, mark and label the information, and, if appropriate, apply a cover sheet (See Appendix E).

If Information has been nominated for categorization, a final decision on the nomination shall be made within one week of its submission. During the time period between the submission and a determination regarding the categorization, the nominated Information should not be reviewed, released or distributed to any individuals, other than those individuals who possess a need to know and are currently familiar with the Information, or were previously provided access to other Confidential Information for the same project or task.

2.3 Training and Information Review

Initially, Port Authority managers, including, but not limited to, the DISO, SPM and the SIM will complete training. This will enable them to conduct an initial review of Confidential Information under their control in order to identify and categorize it as Confidential Information or Confidential Privileged Information. Thereafter, employees, consultants, third-party contractors or other agency personnel will participate in and complete the training, which will enable them to continue the process of review, identification, and categorization of Confidential Information.

This phased approach provides an initial review of Confidential Information by management and a continuing review of Confidential Information thereafter. More specifically, this approach consists of four phases as set forth below:

- Phase 1 - Conduct department manager, DISO, SPM, and SIM, training.
- Phase 2 - Direct department managers, DISO, SPM, SIM to review and categorize the Confidential Information under their control into the designated information security categories.
- Phase 3 - Conduct employee, consultant, third-party contractor, and other agency personnel training.
- Phase 4 - Direct employees, consultants, third-party contractors, or others to commence/continue the process.

The basis for this phased approach is the orderly and timely completion of the Information Security Education and Awareness Training program for the appropriate individuals (See

Chapter 7). Each Department Director will determine which staff members in the respective department require training and will do so on an ongoing basis. When access to Confidential Information is given to third parties, a training requirement may also be a condition for granting access privileges.

2.4 Removal of Category Designation

At some point, Confidential Information may no longer be considered Confidential and should therefore have its designation removed or eliminated. This may occur as a result of any number of circumstances, including changes within the Policy, the changing nature of information security, a better understanding of particular material, and/or changes in public policy or law, among others. In order to determine whether category designations should be removed from particular materials, the CISO may establish criteria for the periodic review of all sensitive material. In any case, the category designation of any particular Confidential Information may not be removed without the approval of the CISO. A record of any removal of categorization for particular information must be kept by the DISO, with a copy provided to the CISO.

CHAPTER 3 – INFORMATION ACCESS

3.1 Applicability

Each employee, consultant, third-party contractor, tenant, individual and/or entity requiring, or requesting, access to Port Authority Confidential Information must adhere to the requirements set forth in this Handbook.¹ Confidential Information is intended for official business use only. Failure to abide by the procedures set forth in the Handbook can lead to a denial of access privileges to Confidential Information and/or other contractual, civil, administrative or criminal action.

All employees, consultants, third-party contractors, individuals and/or entities given access privileges to Confidential Information are responsible for overseeing the safeguarding and protection of Confidential Information in their possession or under their control as per this Handbook's requirements. Questions concerning the safeguarding, protection, release, and/or access to Confidential Information should immediately be brought to the attention of the CISO, DISO, SPM, or SIM, as may be appropriate, in the particular circumstance.

3.2 General Criteria

In order for access to Confidential Information to be considered for approval, all individuals including PA staff, must meet and complete the following criteria:

- Be a citizen of the United States of America, or be an alien who has been lawfully admitted for permanent residency or employment (indicated by immigration status), as evidenced by Immigration and Naturalization Service documentation, or be a national of the United States as defined by the Immigration and Nationality Act. This requirement may be waived by the CISO with the concurrence of the Director of Public Safety and/or the CSO where and when circumstances so require.
- Obtain sponsorship for a request to be given access to Confidential Information through the individual's assigned chief, director, manager, or supervisor. The written request must include justification for access, level of access required, and indicate the duration for which access privileges are required.
- Forward the request through the individual's supervisory chain to the CISO, via the appropriate DISO, SPM, or SIM, requesting that a specific background check be undertaken, where appropriate and/or required.
- Complete the Port Authority Information Security Education and Awareness Training.
- Execute a Port Authority NDA (See Appendix A), or an Acknowledgement of an existing executed NDA, or, if the individual is Port Authority represented staff, have been provided with the NDI. This requirement may be waived if approved by the CISO.

¹ The CISO in consultation with the Law Department may modify and/or waive the condition of complying with the requirements of the Handbook where such compliance is impractical, such as in the case of a governmental entity having its own information security procedures and/or protocols governing the handling and protection of sensitive information. In addition, certain sensitive information is required to be submitted to other governmental entities under applicable laws, rules or regulations, or the Port Authority may elect to submit Confidential Information to a governmental entity, such as in the case of the CII process, wherein it may elect to submit Confidential Information to the Department of Homeland Security in order to secure the protection of the CII regulatory scheme.

- Be granted final approval of the security clearance level, in writing, by the CISO who verifies that all requirements have been met.

The individual's name must be entered on the appropriate department, project, or company Authorized Personnel Clearance List. See Sec. 3.9 for more information regarding this List (Note: If an individual's name does not appear on the appropriate Authorized Personnel Clearance List, access must be denied).

Individuals who meet and complete the criteria listed above are neither guaranteed, nor automatically granted, access to Confidential Information, since access is conditioned on need to know criteria. The OIG may access, without approval of the CISO, DISO, SPM or SIM, all Confidential Information when it is needed in connection with an OIG investigation, audit or inspection work, or any other Port Authority related work, subject to the handling requirements set forth in this Handbook.

3.3 Information Access Controls

Access to all Confidential Information falling within any of the Port Authority Information categories shall be undertaken in a manner that complies with and maintains all applicable state, federal and common law protections. Access to particular Information must be conditioned upon a strict need to know basis with regard to the particular, discrete Information, regardless of any federal security clearance, or other Port Authority or other organizational information access authorization. An individual's need to know is not established simply by reason of the individual possessing a recognized federal security clearance, including one that allows for access to a higher level of classified information than is otherwise required for the discrete Port Authority Information to which access is sought. All requests for access to SSI by anyone who does not possess the requisite "need to know" under SSI regulations must be reported to the Transportation Security Administration ("TSA") or, if applicable, the United States Coast Guard ("USCG") and, in certain instances, the Department of Transportation ("DOT").

(a) Confidential Information

Access to Confidential Information shall be on a need to know basis only, as determined by the DISO. In certain instances access privileges may be conditioned on the satisfactory completion of a background investigation(s). The background investigation should utilize the least stringent criminal history access disqualification criteria that is appropriate for granting access to the particular information for both Port Authority and non-Port Authority employees. Where a background investigation is a condition to granting access, a DISO may determine that periodic updates of such investigations are required as a condition to maintaining continued access privileges. Access by third parties to Confidential Information may require that the parties execute a NDA or an Acknowledgment of an existing NDA if the CISO determines that a NDA and/or Acknowledgment is required.

(b) Confidential Privileged Information

Individuals requiring access to Confidential Privileged Information must have a need to know consistent with the creation and preservation of the privilege attaching to the particular Information. An individual will be given access privileges to the Information only to the extent

that it is necessary and/or is required by the individual in order to fulfill and/or carry out his/her duties, obligations and responsibilities to the Port Authority. Access to Confidential Privileged information may be subject to the satisfactory completion of periodic background investigations for both Port Authority and non-Port Authority employees. A list of disqualifying crimes for the different levels of background screening is attached as Appendix "C." A more stringent background investigation may be required of the individual for access to certain Confidential Privileged Information if determined by the CISO. All access to such Information must be granted and received in a manner that does not compromise or abrogate the particular privilege attaching to the Information.

Confidential Privileged Information may not be disclosed to any individual without appropriate prior approvals. Approval for disclosure of Confidential Privileged Information to third parties must be obtained from the CISO. A Port Authority employee or other individual may not waive any privilege attaching to Port Authority Information without the Port Authority's express permission as granted by the CISO, unless the Information to which the Port Authority asserts a privilege is personal to a particular employee or individual and the privilege is directly derived by reason of that circumstance. Access by third parties to Confidential Privileged Information will be conditioned on the parties' execution of a NDA or an Acknowledgment of an existing executed NDA, as may be appropriate and determined by the CISO. In certain circumstances, a Memorandum of Understanding or Memorandum of Agreement containing approved non-disclosure and confidentiality requirements may be utilized, in which cases approvals are required from the CISO and the General Counsel, or their respective designees. In the case of certain represented employees/individuals, NDIs may be utilized in lieu of NDAs.

3.4 Access Disqualification

Any employee, consultant, third-party contractor, or other individual and/or entity, who has been granted access to Confidential Information, may be temporarily denied access while an investigation is conducted regarding any report to the CISO, OIG and the DISO that such individual misused, mishandled, or lost Confidential Information, or disclosed, disseminated, or released Confidential Information to an unauthorized individual or entity. Further, access to Confidential Information can be denied when improper or incomplete verification checks of employees, entities, or individuals are discovered. Where it is determined that an individual has misused, mishandled or otherwise improperly disclosed, released or disseminated Confidential Information without authorization, that individual may be subject to disqualification of access privileges and may also be subject to sanctions, including formal disciplinary actions where the individual is a PA employee, with possible penalties up to and including termination of employment. The foregoing action shall be documented and provided to the individual's employer, SPM, DISO, or departmental manager and the CISO, as may be appropriate. In the case of third parties, remedial action may include, but is not limited to, imposition of a monitor to oversee compliance with information security and general security requirements, or possible disqualification, and/or termination of present and/or future business relationships. Individuals and entities may also be subject to criminal or civil legal action, as may be appropriate. Additionally, see Chapter 6 regarding the possible consequences of violations of this Policy.

3.5 Non-Disclosure and Confidentiality Agreements (NDAs)

Employees, consultants, third-party contractors, tenants, or other individual or entities, including governmental agencies where appropriate, will be required to sign NDAs or an Acknowledgment of an existing NDA, or be subject to an NDI, as a condition of being granted access to Confidential Privileged Information and, where appropriate, Confidential Information. Employees, consultants, third-party contractors, or other agency personnel who refuse to sign a NDA, in situations where it is required, will be denied access to Confidential Information, except in the case of certain employees and third parties where a NDI may be utilized in instructing and advising the employee and/or third party of the obligations and the requirements for handling Confidential Information. The DISO is responsible for determining whether a NDA/NDI is required as a condition to being granted access privileges to Confidential Information, other than Confidential Privileged Information. If an individual refuses to execute an individual Acknowledgment, or to receive the NDI, access to the Confidential Information is to be denied. The SIM is also responsible for keeping proper documentation for employees and individuals subject to NDIs, including the date when the individual was given the NDI and by whom. A copy of all executed agreements and acknowledgements are to be provided to the SIM. Original executed NDAs shall be forwarded to the CISO for filing in the official Port Authority records repository.

3.6 Unauthorized Disclosure of Information

If employees, consultants, third-party contractors, or other individuals and/or entities with authorized access to Confidential Information become aware that Confidential Information has been released to unauthorized persons, they are required to immediately notify the CISO, the Office of Inspector General, and any other appropriate information security officer and report the discovery. In the case of SSI, the CISO must inform the TSA, DOT, or USCG and, in the case of CII, the Department of Homeland Security (“DHS”), of the breach of security. DOT, DHS, TSA and USCG rules govern the reporting of any unauthorized disclosure.

3.7 Security Clearance and Access Prohibitions

Access to Confidential Information is not a right, privilege, or benefit of employment by the Port Authority, rather it is based on pre-established guidance. Confidential Information should not be divulged, released, turned over, or provided to any individual in any organization who does not meet the established criteria or conditions set forth herein, or who has not been approved for a security clearance issued by the Port Authority CISO. The following security clearance and access guidelines and/or prohibitions are in effect to protect Confidential Information:

- Confidential Information shall only be used in the performance of required job responsibilities, or in order to complete assigned tasks as determined by the SIM and DISO, with the concurrence of the CISO. No other disclosure or use of Confidential Information is authorized.
- Individual access to Confidential Information will be rescinded when an employee, consultant, third-party contractor, individual or entity, who had been granted access to Confidential Information, is no longer employed by the Port Authority, or is no longer under contract with, or no longer has a relationship with the Port Authority, or is no longer in a position that requires access to Confidential Information in order for the individual or entity to perform duties or complete tasks/projects.

- Employees may not unilaterally sponsor themselves for background verification or enter their name on an Authorized Personnel Clearance List.
- Group access of organizations to Confidential Information should be prohibited. Each individual in a group must have security clearance to access Confidential Information.
- Persons who rarely, if ever, require access to Confidential Information, (i.e., maintenance, food service, cleaning personnel, vendors and other commercial sales, or service personnel, who perform non-sensitive duties), should not be approved for a security clearance.

3.8 Background Screening

All background checks for third parties required under the Policy should normally be conducted through the "Secure Worker Access Consortium" (S.W.A.C.), which is presently the only Port Authority approved service provider of a background screening checks, except as otherwise required by federal law and or regulation. The Office of Emergency Management administers this provider. S.W.A.C. is accessed by an online application (<http://www.secureworker.com>) that enables the secure collection, processing, maintenance and real-time positive identity verification (PIV) of individuals. The S.W.A.C. background check is not a replacement for any federal agency (DHS, TSA, etc.) required background screening. S.W.A.C. membership is valid for one year, at the end of which the member must renew his online application. In addition, certain employees, such as those in the Public Safety Department, will have their criminal history background checked through the electronic databases maintained by federal and/or state law enforcement agencies when required as a condition of employment, or when required by federal or state laws, rules, and/or regulations, or, in certain cases, where it is legally permitted and is deemed appropriate by the CSO.

The SIM/SPM has authority to obtain the background check information from S.W.A.C. Additional information about S.W.A.C., corporate enrollment and online applications can be found at <http://www.secureworker.com>, or it may be contacted at (877) 522-7922. The S.W.A.C. application process is described in Appendix "D."

3.9 Authorized Personnel Clearance List

The CISO will maintain a master list database containing the names of all employees, consultants, third-party contractors, and other individuals and/or entities that have been granted a Port Authority security clearance and the specific category for which the security clearance was received, including, but limited to, for a particular project, or for specific Confidential Information. The DISO, SPM, and SIM are responsible for compiling, maintaining, and updating their respective list databases on an ongoing basis and forwarding the information to the CISO for compilation into a master listing. Each DISO shall periodically review its department's/business unit's list with its SPM and/or SIM to ensure that the list is current and that each individual's access to Confidential Information is still required.

3.10 Development of a Confidential Information Practices and Procedures (CIPP)

Departments, offices and/or business units may adopt an individualized, discrete CIPP tailored to their respective particular business practices for handling Confidential Information. The CIPP is meant to augment the Handbook and must be consistent with it. Each CIPP must be approved by the CISO before being implemented.

3.11 Procurement Strategies

(a) General

As a public agency, the Port Authority has an established procurement process based on openness, integrity, and fairness to the vendor community. The security of Confidential Information must be incorporated at the beginning of the procurement process in order to establish a security benchmark that may be applied throughout the procurement process, as well as during the term of the award/contract.

(b) Lifecycle Phases and Procurements

A project may contain Confidential Information in one or more of its lifecycle phases (pre-award, award, design, construction, close-out, or maintenance/service operation contracts, etc.).

Procurement and lifecycle information should be thoroughly reviewed by the originator before being submitted to the Procurement Department for processing. If Confidential Information is discovered thereafter by Procurement, or any reviewing department, the originator's department manager or designee should be contacted immediately to retrieve the Confidential Information and process it in accordance with the Policy and this Handbook.

(c) Risk Exposure and Business Risk Strategy

Procurement shall develop and retain, by project, a current listing of pre-screened persons or pre-qualified firms to bid on sensitive projects who agree to abide by the Policy requirements. Requirements must be included in procurement documents in order to help reduce potential disclosure of Confidential Information and to provide bidders with certain security requirements in advance. They must also be included in contract awards to ensure information protection practices, procedures, and protocols are included in each project's lifecycle phase. The typical requirements are:

(i) Non-Disclosure and Confidentiality Agreements (NDA). Require prospective consultants, prime vendors, or commercial enterprises to enter into a NDA with the Port Authority before obtaining a copy of a RFP. NDAs should be project and procurement specific and should be completed in a timely manner for specific types of procurements or projects. A broad or generic NDA should not normally be utilized to cover all procurements and projects under contract to a particular vendor over a long period of time, however, it may be appropriate in certain situations to utilize such a NDA, if approved by the DISO with the concurrence of the CISO. Vendors should contact the Port Authority to request authority to release the information prior to releasing RFP information to a sub-contractor. The sub-contractor may have to execute an Acknowledgement that it will comply with the terms of any NDA that the successful bidder has executed.

(ii) Background Screening. Require potential users seeking access to Confidential Information to undergo background pre-screening. The pre-screening may parallel the screening requirement used by the Port Authority to grant access to Confidential Information under Section 3.3. S.W.A.C.'s background screening is usually finalized within five to ten business days.

(iii) Designation of a Security Information Manager (SIM). Require companies involved in Confidential Information procurements or projects to designate a SIM to ensure information security and Confidential Information requirements are followed. A second employee may be designated as an alternate SIM.

(iv) Information Security Education and Awareness Training. Require consultants, vendors, contractors and commercial enterprises to attend training to ensure security awareness regarding Port Authority information.

(v) Physical Security. Outline the specific guidelines and requirements for the handling of Confidential Information to ensure that the storage and protection of Confidential Information is consistent with the requirements of Chapter 4 of this Handbook.

(vi) Transfer or Shipping Sensitive Information. Prohibit or place restrictions on the transfer, shipping, and mailing of Confidential Information consistent with the handling procedures set forth in Chapter 4 of this Handbook.

(vii) Website Restrictions. Prohibit posting, modifying, copying, reproducing, republishing, uploading, transmitting, or distributing Confidential Information on websites or web pages. This may also include restricting persons, who either have not passed a pre-screening background check, or who have not been granted access to Confidential Information, from viewing such information.

(viii) Destruction of Documents. Require Confidential Information to be destroyed using certain methods, measures or technology consistent with the requirements set forth in Chapter 4 of this Handbook.

(ix) Use of Similar Agreements Between Prime Vendor and Subcontractors. Require the prime vendor or general contractor to mandate that each of its subcontractors maintain the same levels of security required of the prime vendor or general contractor under any Port Authority awarded contract.

(x) Publication Exchanges. Prohibit the publication, exchange or dissemination of Confidential Information developed from the project or contained in reports, except between vendors and subcontractors, without prior approval of the Port Authority. Requests for approval should be routed to and reviewed by the CISO in conjunction with the Law Department and, where appropriate, Public Affairs.

(xi) Information Technology. Matters involving information technology policy, or use of particular hardware or software, should require the application of specific protocols and/or software tools to support Port Authority projects. Coordination of information technology and consultation with the CTO and the CISO may be required for the success of particular projects.

(xii) Audit. Include provisions to allow the Port Authority to conduct audits for compliance with 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.

(xiii) Notification of Security Requirements. Advise all consultants, third-party contractors, and other individuals and/or entities, as may be appropriate, that Port Authority security procedure requirements may be imposed throughout the duration of the project.

(xiv) Reproduction/Copies. Reproductions of Confidential Information shall be consistent with the requirements of Chapter 4 of this Handbook.

CHAPTER 4 – MARKING, HANDLING, STORAGE, TRANSMITTAL AND DESTRUCTION REQUIREMENTS

4.1 Marking of Confidential Information

(a) Confidential Privileged Information and Confidential Information

All documents, drawings, and all other Information that contain Confidential Privileged Information or Confidential Information must be marked with the appropriate respective protective marking: “CONFIDENTIAL PRIVILEGED” (alternatively “CONFIDENTIAL AND PRIVILEGED”) or “CONFIDENTIAL” (alternatively, where appropriate, Confidential Proprietary Information). The markings must be conspicuous and in bolded Arial with a 16 point font size. All copies of Confidential Information, Confidential Privileged Information, Sensitive Security Information, and Critical Infrastructure Information documents shall also bear the required markings and warnings.

The front page (or front and back cover, if appropriate) shall be marked at the top and bottom of the page. In addition, all interior pages within the document must also be marked at the top and the bottom of the page. Sets of documents large enough to be folded or rolled must be marked or stamped so that the marking is visible on the outside of the set when it is rolled or folded. The marking must be visible from the exterior container of the material, e.g., the spine of a binder, or compact disc container or cover.

All Confidential Privileged Information and Confidential Information must bear the following warning sign on its front cover, back cover, and title sheet or first page. For compact discs, DVDs or other smaller materials, the warning sign may be printed on an adhesive label and affixed to the material. It should be in 8-point font size and state:

"WARNING": The attached is the property of The Port Authority of New York and New Jersey (PANYNJ). It contains information requiring protection against unauthorized disclosure. The information contained in the attached document cannot be released to the public or other personnel who do not have a valid need to know without prior written approval of an authorized PANYNJ official. The attached document must be controlled, stored, handled, transmitted, distributed and disposed of according to PANYNJ Information Security Policy. Further reproduction and/or distribution outside of the PANYNJ are prohibited without the express written approval of the PANYNJ.

At a minimum, the attached will be disseminated only on a need to know basis and, when unattended, will be stored in a locked cabinet or area offering sufficient protection against theft, compromise, inadvertent access and unauthorized disclosure.

(b) Sensitive Security Information Requirements

Pursuant to the federal regulations governing SSI, Port Authority Confidential Privileged Information that has been designated SSI by the Federal government must be conspicuously marked with its respective protective marking “SENSITIVE SECURITY INFORMATION” on the top and the distribution limitation statement on the bottom of each page of the document

including, if applicable, the front and back covers, the title page, and on any binder cover or folder. The protective marking must be in bolded Arial 16-point font size and the distribution limitation statement must be in an 8-point font size. All copies of SSI documents must also bear the required markings.

The distribution limitation statement is:

WARNING: This record contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520. No part of this record may be disclosed to persons without a "need to know," as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the TSA or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For U.S. government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 CFR parts 15 and 1520.

(c) Critical Infrastructure Information

Pursuant to the federal regulations governing CII, Port Authority Confidential Privileged Information that has been marked PCII by the Department of Homeland Security PCII Program Manager or the manager's designee will be marked as follows:

This document contains PCII. In accordance with the provisions of 6 CFR Part 29, this document is exempt from release under the Freedom of Information Act (5 U.S.C. 552 (b)(3)) and similar laws requiring public disclosure. Unauthorized release may result in criminal and administrative penalties. This document is to be safeguarded and disseminated in accordance with the CII Act and the PCII Program requirements.

(d) Document Control Number for Confidential Privileged Information

Documents that have been identified as Confidential Privileged Information will be given a control number, which shall consist of the category of information followed by an acronym for the transmitting department, followed by the last 2 digits of the year, followed by a number that is sequential and, finally, followed by the copy number.

Examples:

C&P – LAW – 05 – 1 – 1

C&P – PMD – 07 – 10 – 2

The front page (or front and back cover, if appropriate) and all pages of Confidential Privileged Information shall be marked with the control number. The control number must also be visible from the exterior container of the material, e.g., the spine of a binder, or compact disc container or cover.

4.2 Handling Confidential Information

Handling refers to the physical possession of, and includes working on or with, Confidential Information to perform job duties or complete tasks or projects. This includes, but is not limited to, reading, copying, editing, creating, or correcting the material. Confidential Information in any form, including physical or electronic, must be under constant surveillance by an authorized individual to prevent it from being viewed by, or being obtained by, unauthorized persons. Confidential Information is considered to be in use when it is not stored in an approved security container.

The following is a chart of the minimum-security requirements for handling Confidential Information, and certain requirements that apply only to Confidential Privileged Information:

Minimum Security Requirements for Handling	Confidential Privileged Information	Confidential Information
Must never be left unattended outside of storage location.	X	
Must be under the direct and constant supervision of an authorized person who is responsible for protecting the information from unauthorized disclosure.	X	
Must be turned face down or covered when an unauthorized person is in the vicinity. Be cognizant of others in area that can view your computer screen.	X	X
When leaving a computer unattended ensure that the screen is locked.	X	
Attach an information cover sheet when removing materials from their place of storage.	X	
Use all means to prevent unauthorized public disclosure of information.	X	X

4.3 Transmittal of Confidential Information

Transmission refers to the sharing among individuals and/or entities, and/or the transfer or movement of Confidential Information from one location to another using either physical or electronic means. The following chart sets forth the methods by which Confidential Information should be transmitted. In all instances, Confidential Information must at all times be safeguarded and transmitted in a manner and method designed to insure that it is not disclosed, or otherwise compromised, and it should be appropriately marked with the proper identifying marking.

In general, all Confidential Privileged Information must be signed in and out, and, in certain situations as determined by the SIM or SPM, Confidential Information may be signed in and out as well. A cover sheet must be attached to the Confidential Privileged or, in certain situations as determined by the SIM, to Confidential Information and it should be marked appropriately. With respect to Confidential Privileged Information, the coversheet attached as Appendix “E” is to be utilized to draw emphasis to the fact that a document contains Confidential Privileged Information and to limit visual exposure to unauthorized individuals in near proximity. Confidential Privileged Information and, where appropriate, Confidential Information, must be wrapped and sealed. The exterior of the wrapping should not indicate that it is sensitive material, or its category, or level. Confidential Information transmitted by email must state at the top of the email in bold uppercase letters “CONFIDENTIAL INFORMATION.”

Confidential Privileged Information may be transported using public modes of transportation, and a courier service may also be utilized; provided, however, that the sign in and sign out procedures will apply, as well as wrapping and sealing procedures. All packages must be sealed in a manner that easily identifies whether the package has been opened prior to delivery to the intended recipient. The use of a double wrapped/enveloped package or a tamper resistant envelope must be used to fulfill this requirement. Protective markings are not to be placed on the outer visible envelope. If using a double wrapped package or two envelopes, the inner wrapping or envelope should be marked in accordance with appropriate category designation. The package must be addressed to an individual who is authorized to receive it or, preferably, to the SIM. All packages must contain a specific individual’s name on the shipping label. Where appropriate any of the foregoing requirements may also be required in handling Confidential Information and can be provided for generally in the department’s CIPP, or as required by the DISO and/or SIM with respect to handling such information in specific instances.

Minimum Security Requirements for Transmission	Confidential Privileged Information	Confidential Information
Verbally at a meeting, conference or briefing where all attendees have the appropriate security clearance	X	X
Electronic Systems: restrict to the Livelink ² network or a similar secure repository	X	
Electronic Mail: restricted from using e-mail accounts to transmit unless expressly permitted by the SIM in writing	X	
Hand Carried or delivered in the personal custody of Port Authority employee: (a) request return receipt (b) place in sealed envelope, and (c) name of recipient, department, address and phone number must be written on face of envelope	X	
Approved Commercial Delivery Service (e.g., DHL, FedEx, UPS): (a) request return receipt, (b) verify recipient name and mailing address, (c) place in a sealed envelope, and (d) the exterior of a		

² Livelink is a secure repository for the records of a project.

mailing document shall not indicate the security category of the material contained therein	X	X
Use of USPS Certified Mail: (a) request return receipt, (b) verify recipient name and mailing address, and (c) the exterior of a mailing document shall not indicate the security category of the material contained therein	X	X
Intra-agency Mail System (a) request return receipt (b) place in sealed envelope, (c) name of recipient, department, address and phone number must be written on face of envelope, and (d) the exterior of a mailing document shall not indicate the security category of the material contained therein	X	X (b, c, d only)
Telephone: restricted from using a telephone to transmit, unless expressly permitted by SIM in writing. If approved: (a) use all means to prevent unauthorized public disclosure, and (b) may not use cell phone	X	
Fax Machine: restricted from using fax machine to transmit unless expressly permitted by the SIM in writing. If approved: (a) prior coordination with recipient required, (b) verify recipient fax number, (c) receipt of successful transmission, and (d) follow-up contact required	X	X(a,b,c only)

Steps for transmittal of a “hard copy” of all Confidential Privileged Information and, when required, for Confidential Information:

- Step 1. Make certain that documents are properly marked: “CONFIDENTIAL PRIVILEGED” or “CONFIDENTIAL,” according to its designated category.
- Step 2. Prepare Transmittal Receipt (Appendix “F”).
- Step 3. Place document in envelope with the Transmittal Receipt, seal envelope, mark the inner envelope CONFIDENTIAL PRIVILEGED or CONFIDENTIAL, place envelope in second envelope (outer), this envelope shall not contain any protective markings.
- Step 4. Address envelope to an individual who is authorized to receive it.
- Step 5. Mail document.
- Step 6. The Transmittal Receipt shall be returned to the party who initially sent the item.

When hard copies of 8 1/2 ” X 11” multi-page documents include threat scenarios, asset criticality information, identification of security vulnerability details, risk assessments, design

basis threats and concepts of operations are distributed, this information is to be bound using heat sensitive binding to prevent individual sheets from being removed from a set.

4.4 Storage of Confidential Information

Steps should be taken to prevent unauthorized access to Confidential Information. Confidential Information should be kept in a locked storage room or a locked security container, such as a drawer, cabinet or safe-type file that has a locking mechanism, and must be vandalism resistant. The DISO will periodically review the departmental storage vehicles and mechanisms and determine their appropriateness for the information being stored. Confidential Information should be gathered and stored in a minimum number of office locations and Confidential Privileged Information must never be left unattended outside its storage location. A storage space or security container/receptacle may not be left open and unattended at any time. At no time should Confidential Information be stored, even for short periods, in unauthorized desk drawers, file cabinets, or other unsecured locations. The CISO may require that certain information be kept in a safe in a designated central location(s).

Combinations or locks for each security container must be changed or replaced when a person having knowledge of the combination or possession of a lock key no longer requires it, or there is reason to suspect that the combination has been tampered with, or that an unauthorized person may have acquired knowledge of the combination, or that a lock key is in the possession of an unauthorized person. Keys and combination locks protecting Confidential Information must be protected at the same level of protection as paper documents. The "Guidelines for the Storage of Confidential Information" attached as Appendix "G" provides further detailed information and instructions.

Confidential Privileged Information and, where appropriate Confidential Information, may not be stored at any individual's home overnight for a meeting the following day without prior authorization of the SIM or DISO.

Downloading of any Confidential Privileged Information and Confidential Information carries with it the responsibility to protecting that information in accordance with the procedures identified in this Handbook. The possessor of the electronic file assumes full responsibility for the proper handling, storage and transmittal of this Confidential Privileged Information and Confidential Information.

4.5 Document Accountability Log

All entities, Port Authority Departments and third-parties having Confidential Information in their possession will have a system in place that will account for the material in such a manner that retrieval is easily accomplished for inspection. The accountability log shall be maintained by the DISO, or the SPM, or SIM, where applicable, and include:

- The date that a document was received or created
- The identity of the sender or creator
- A brief description of the document
- The Control Number, if Confidential Privileged Information
- Number of copies

- Transmission history (sent to whom, when)
- If applicable at the time of the inspection, a Port Authority Records Destruction Certification (PA Form #283) stating that the document has been destroyed (including, when, by whom and the method), or a Certification that the document has been returned to the Port Authority.

4.6 Reproduction

Confidential Information should only be reproduced to the minimum extent necessary to carry out an individual or entity's responsibilities. However, the reproduced material must be marked and protected in the same manner and to the same extent as the original material. Authorized individuals must perform all reproduction work. Print and reproduction locations are limited to Port Authority sites, or, when appropriate, to authorized consultant and/or third-party contractor work site equipment. The CISO may require that the work site should limit reproduction of Confidential Information to a particular copying machine with technological capabilities limited to copying (not scanning or storing etc.). Service providers, authorized by the responsible SIM or DISO where appropriate, may be used for this task if the information remains safeguarded throughout the process. Each reproduction of Confidential Information shall contain all security markings, instructions, etc., as set forth in Section 4.1. All scraps, over-runs, and waste products resulting from reproduction shall be collected and processed for proper disposal.

4.7 Destruction of Confidential Information

All Confidential Information that is no longer needed shall be disposed of as soon as possible, consistent with the Port Authority's Record Retention Policy, by any method that prevents its unauthorized retrieval or reconstruction. The individuals who had been granted access to Confidential Information must perform the actual destruction. Authorized service providers may be used for this task provided that the information remains safeguarded until the destruction is completed. Paper products must be destroyed using a cross cut shredder located in the office. As previously noted in Section 4.5, a Port Authority Records Destruction Certificate (PA Form #283) must be provided to the DISO, SPM or SIM for any document being destroyed, including original or copies thereof, and provided to the CISO for final approval by the Secretary or her/his designee. In addition to the requirements in this Handbook, all Departments shall continue to comply with the Port Authority Records Program (A.P. 15-2.02). Where Confidential Information is no longer needed, but the Port Authority Records Program requires retention of the original, the original Confidential document shall be retained by the CISO and all copies are to be destroyed in accordance with this section. The "Guidelines for the Disposal and Destruction of Confidential Privileged Information" attached as Appendix "H" provides further detailed information and instruction.

Since deleted electronic files can be recoverable by utilizing software tools, Confidential Information stored in electronic form needs to be erased and destroyed with methods that comply with the US Department of Defense standards for file secure erasure (DoD 5220.22). Therefore, CyberScrub or a similar software shall be used to prevent discovery by a computer technician or other unauthorized person. With respect to Port Authority staff, individual staff shall contact the Technology Services Department ("TSD") to make a request that Confidential Information be permanently removed from a computer. This request shall be made by providing relevant information on a TSD form through the Internet or by email.

CHAPTER 5 – AUDITING AND MONITORING

5.1 Purpose

The ISSC, Audit and/or OIG may conduct random or scheduled examinations of business practices under the Policy in order to assess the extent of compliance with the Policy. The Policy's self-assessment and audit processes enable management to evaluate the Policy's uniformity throughout the Port Authority and of third parties' practices, in order to identify its strengths and potential exposures, and to help guide evolving policy objectives.

5.2 Audits and Investigations

Audits conducted by the ISSC and/or Audit may be scheduled in advance. The chief, department director, project manager, company liaison or contract representative of the organization being assessed should receive prior notice of the date of the assessment and also be advised as to what the assessment will consist of. A copy of the current version of the Audit Procedures guidelines, attached as Appendix "H", should be provided to the particular entity(ies) in order to allow adequate time to undertake appropriate pre-review and preparation action. The Audit Procedures guidelines should guide the ISSC and/or Audit through the assessment process. This Guideline is not all-inclusive and may be amended, as necessary. Organizations, departments, units, or third parties, preparing for an ISSC and/or Audit visit are encouraged to contact the CISO prior to the scheduled visit date in order to inquire and obtain additional information about the process.

The ISSC and/or Audit may also conduct information security assessments without prior notice and/or unannounced investigations coordinated through the Office of the General Counsel and the Office of Inspector General, as it may deem necessary and appropriate. Where appropriate, the CISO should be advised of the existence of such an investigation and, if appropriate, its nature.

The ISSC and/or Audit approach to conducting an assessment should consist of three phases (i) personnel interviews, (ii) site assistance visits, and (iii) corrective action follow-up.

(i) Personnel Interviews

The interview(s) should focus on the department, business unit, organization or third party's compliance with the Policy, how engaged the interviewee is with the Policy, and the level of education and awareness the interviewee has about the Policy. Employees, consultants, third-party contractors, and other individuals and/or entities should be included as potential interviewees. Personnel interviews should encompass a wide range of individuals who are regularly engaged with the Policy, as well as those having less involvement in it. This allows the ISSC to develop a balanced understanding regarding Policy compliance and effectiveness, as well as its impact on the organization and enable it both to identify concerns and issues regarding the Policy, and to solicit recommendations for possible improvements to the Policy.

(ii) Site Assistance Visits

The ISSC and/or Audit site visit should focus on a hands-on review of the following processes and procedures: document safeguards, handling protocols, transmission practices, control number usage, document marking, receipt and copying practices, and disposal of Confidential Information procedures. The visit should also include compliance reviews of the security clearance access criteria, document accountability audits, conditions regarding information access, background check processes, Authorized Personnel Clearance Lists updates, Confidential Information material sign out and sign in records, and the information security education awareness training program.

(iii) Follow-up

Policy compliance deficiencies noted during the assessments should be provided by the ISSC and/or Audit through the CISO to the department head, chief, project manager, consultant, third-party contractor liaison/representative, other agency staff, and the respective DISO, SPM, or SIM for corrective action. The ISSC, through the CISO, may also follow-up on investigation results to determine corrective actions and Policy compliance. The ISSC may also recommend the imposition of any penalties or disciplinary action that are described in Chapter 6.

With the assistance of the respective DISO, SPM, or SIM, a plan with milestones should be developed with the intention of correcting any identified deficiencies. A return site assistance visit may be scheduled in order to re-assess earlier identified deficiencies. The respective DISO, SPM, or SIM should forward a periodic corrective action progress report to the CISO as part of the milestone monitoring.

5.3 Self-Assessment

Department heads, chiefs, managers, supervisors, DISOs, SPMs or SIMs should conduct an annual self-assessment of their unit's Policy compliance using the Audit Procedures Guidelines. The results will not be forwarded to the CISO, Audit or ISSC, but should be used as a tool to gauge compliance before regular assessments are conducted. The results should be available for inspection and any serious findings should be forwarded to the CISO.

CHAPTER 6 – POLICY VIOLATIONS AND CONSEQUENCES

6.1 Responsibilities

Anyone having knowledge of any infraction, violation or breach of the Policy is required to report it to the OIG and to their supervisor, who shall in turn report the same to the DISO. The CISO shall have the final decision with respect to the violation determinations and/or the recommended course of action to be taken, consistent with Port Authority policy, practices and legal requirements referenced in this section.

All individuals who have been reported as having violated the Policy may be temporarily denied access to Confidential Information and/or have their security clearance suspended until an investigation is completed.

6.2 Violations, Infractions, or Breach of Information Security Protocols

Due to any number of unintended circumstances or, other conditions beyond the control of an individual, Confidential Information could be subject to compromise or loss. For example, an individual may unintentionally discard Confidential Information, mislabel Confidential Information, sent through the internal mail routing system, or drop or inadvertently leave Confidential Information in a public place. Intentional disclosure of Confidential Information to unauthorized individuals for personal gain, or to otherwise make available for unauthorized public release, may also occur. Violations, infractions and breaches of the Policy will be reviewed on a case-by-case basis to determine the facts and circumstances surrounding each incident.

6.3 Violation Reporting, Investigation and Fact Finding

Individuals must report alleged or suspected violations, infractions or breaches of the Policy to the OIG and to their supervisor or manager. The supervisor or manager must refer the issue and/or the individual to the DISO. The DISO, in consultation with the CISO and OIG, will determine whether an investigation into the allegations or other appropriate action is warranted. The CISO will consult with the OIG on these matters and the OIG will determine whether to undertake its own separate investigation into the matter. Individuals and/or entities must cooperate with all authorized investigations of any act, omission or occurrence relating to Port Authority property, information, materials, and, in the case of Port Authority employees, and if applicable, must comply with the Agency General Rules and Regulations. (See *“General Rules and Regulations for all Port Authority Employees.”* Port Authority of New York and New Jersey. April 1990.)

6.4 Disciplinary Action

The following is a list of Policy violations and the respective disciplinary actions that may be taken against any individual and/or entity, having authorized access to Confidential Information, who violates their responsibilities in handling such information:

- a) Non-deliberate violations involving negligence and/or carelessness, such as leaving Confidential Information unattended.

First Offense: Verbal reprimand and security briefing.

Second Offense: Written reprimand and/or a security briefing and possible suspension or termination of access privileges, depending on the circumstances.

Third Offense - Termination of access and possible imposition of civil penalties. Where the offense involves a Port Authority employee, disciplinary action may also be taken.

- b) Non-deliberate violation involving negligence and/or carelessness such as misplacing or losing a document.

First Offense - Written reprimand and/or a security briefing, and possible suspension or termination of access privileges, depending on the circumstances, and possible imposition of a civil penalty. Where the offense involves a Port Authority employee, disciplinary action may also be taken.

Second Offense - Dismissal or termination of access privileges, and, depending on the circumstances, the imposition of a civil penalty, and possible legal action against the violator. Where the offense involves a Port Authority employee, disciplinary action may also be taken including suspension with forfeiture of up to one year's personal and vacation time allocation.

- c) For cases of deliberate disregard of security procedures or gross negligence in handling Confidential Information.

First Offense – Suspension or termination of access privileges, termination of an agreement or contract, written reprimand, imposition of a civil penalty depending on the circumstances, and possible legal civil and/or criminal action against the violator. Where the offense involves a Port Authority employee, disciplinary action may be taken up to and including termination of employment. Termination of access privileges will be for a period of one year at minimum and may be permanent, subject to review by the CISO.

The Port Authority may also impose investigation costs and/or a monitor to oversee future compliance with its security policies and practices at the violator's expense, when the violation is by a consultant, vendor contractor or other third party. Nothing herein is construed to limit the Port Authority's right to exercise or take other legal rights and remedies including terminating agreements with a third party violator and/or refusing to enter into future business relationships with the violator and/or seeking such legal action, as it may deem appropriate, including injunctive, civil actions for monetary damages and/or seeking criminal prosecution of the violator(s).

In addition, any violation relating to SSI or CII will be reported to the TSA, the OIG, and/or, if applicable, DOT, USCG or DHS. Penalties and other enforcement or corrective action may be taken as set forth in relevant statutes, rules and regulations, including, without limitation, the issuance of orders requiring retrieval of Sensitive Security Information and Critical Infrastructure Information to remedy unauthorized disclosure and directions to cease future unauthorized disclosure. Applicable Federal Regulations, including, without limitation, 49 C.F.R. § 15.17 and 1520.17 and 6 CFR Part 29, provide that any such violation thereof or mishandling of information therein defined may constitute grounds for a civil penalty and other enforcement or corrective action being taken by the DOT, TSA and/or DHS.

CHAPTER 7 – INFORMATION SECURITY EDUCATION AND AWARENESS TRAINING

7.1 Purpose

Information security education and awareness training ensures that all personnel requiring access to Confidential Information, regardless of position or grade level, have an appropriate understanding of the need to adhere to security procedures in order to protect Confidential Information. The goal of the training program is basically to provide that all such employees, consultants, third-party contractors, other individuals, entities and/or, where appropriate, third parties develop essential security habits and thereby ensure that all personnel handling Confidential Information understand and carry out the proper handling protocols for those materials.

7.2 Overview

The CISO is responsible for implementing the Information Security Education and Awareness Training Program (the “Training Program”). The Training Program, with assistance from the Office of Inspector General, DISO, SPM and SIM, should be provided to all employees, consultants, third-party contractors, and other agency personnel requiring access to Confidential Information. These individuals, regardless of rank or position in a particular organization, must complete initial indoctrination and annual refresher training. The CISO, with the concurrence of the Law Department, may waive this requirement for certain individuals. A current list containing the names of all persons who completed training will be developed and retained by the CISO. The CISO shall ensure that all employees have complied with the requisite Training Program.

7.3 Training Program Elements

The Training Program consists of three interconnected elements: (a) indoctrination training, (b) orientation training, and (c) annual refresher training. Each element provides employees, consultants, third-party contractors, and other agency personnel with a baseline of knowledge, as well as periodic updates, about the existing and current Policy. Each element of the Training Program contributes another level of information to the individual. At a minimum, all individuals must receive the indoctrination training and the annual refresher training.

(a) Indoctrination Training

Indoctrination Training provides personnel with the fundamentals of the Training Program. It should be completed when beginning employment or assignment to a project for the Port Authority, but no later than sixty (60) days after initial hire, or after commencing work on a project. It may be combined with other types of new employee indoctrination programs. Individuals completing this level of training should understand the basic organization of the Policy, the Policy definitions, what materials are defined as Confidential Information under the Policy, how to identify Confidential Information (security category levels and markings), the general criteria and conditions required in order to be granted a security clearance, procedures for categorizing documents, the obligation to report suspected and alleged policy violations, and the penalties for non-compliance with the policy and for unauthorized disclosure of Confidential Information.

(b) Orientation Training

Orientation Training focuses on the more specific protocols, practices and procedures for individuals whose roles and responsibilities involve reading, using, safeguarding, handling, and disposing of Confidential Information. Individuals assigned such responsibilities should complete this level of training. Orientation training should be conducted prior to assignment to a department, project, task, or other special assignment, where the individual is expected to become involved with receiving and handling Confidential Information. Individuals completing this level of training should be introduced to the DISO, SPM, or SIM, understand the organizational elements of the Policy, know how to process Confidential Information, know the different security categories under their control or within their assigned work environment, know how to identify proper safeguarding protocols, including hardware needs, and understand the differences between general access privileges and the need to know requirement for access to particular information. Individuals should also read and acknowledge their understanding of the requirements.

(c) Annual Refresher Training

Once a year, during the anniversary month of the individual's start date on a project, or initial access to Confidential Information, all employees, consultants, third-party contractors, and other individuals and/or entities, who continue to have access to sensitive materials, should receive an information security education and awareness training refresher briefing to enhance their information security awareness. At a minimum, the annual refresher training should include indoctrination and orientation topic training, as well as key training on recent Policy changes or other appropriate information. Also, this milestone may be used to reaffirm the individual's need for a security clearance or to determine whether the individual requires a periodic update of their background check.

(d) Other Circumstances and Special Briefings

If a Port Authority employee, consultant, third-party contractor, or other individual and/or entity transfers to another department, is promoted within his or her department, or changes employers on the same project without a break in service, and can provide a record of completion of indoctrination training within the previous twelve months, only annual refresher training may be required. All other situations demand that an individual requiring access to Confidential Information fulfill the conditions for information security education and awareness training under this Policy.

In addition to reading and signing a NDA or an Acknowledgment of an existing NDA, or, alternatively, being subject to a NDI, temporary or one-time access individuals should be fully briefed on the limitations on access to Confidential Information and the penalties associated with the unauthorized disclosure, before being granted access to such information.

Special briefings may be provided on a case-by-case basis, as circumstances may require.

APPENDIX A-1

**NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT
BETWEEN**

(INSERT NAME OF COMPANY)

AND

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (this “**Agreement**”) is made as of this ____ day of _____, 20__, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (the “**Port Authority**”) a body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of the Congress of the United States, and having an office and place of business at 225 Park Avenue South, New York, New York, 10003, and _____ having an office and place of business at _____(address) (“**Recipient**”).

WHEREAS, the Port Authority desires, subject to the terms and conditions set forth below, to disclose to Recipient Confidential Information (as defined below) in connection with _____ - _____(insert description of project/work) (collectively, the “**Project(s)**”, or “**Proposed Project(s)**”); and

WHEREAS, the Recipient acknowledges that the Port Authority, in furtherance of its performance of essential and critical governmental functions relating to the Project, has existing and significant interests and obligations in establishing, maintaining and protecting the security and safety of the Project site and surrounding areas and related public welfare matters; and

WHEREAS, in furtherance of critical governmental interests regarding public welfare, safety and security at the Project site, the Port Authority has collected information and undertaken the development of certain plans and recommendations regarding the security, safety and protection of the Project site, including the physical construction and current and future operations; and

WHEREAS, the Port Authority and Recipient (collectively, the “**Parties**”) acknowledge that in order for Recipient to undertake its duties and/or obligations with regard to its involvement in the Project, the Port Authority may provide Recipient or certain of its Related Parties (as defined below) certain information in the possession of the Port Authority, which may contain or include confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, relating to the Project or its occupants or other matters, the unauthorized disclosure of which could

result in significant public safety, financial and other damage to the Port Authority, the Project, its occupants, and the surrounding communities; and

WHEREAS, Recipient recognizes and acknowledges that providing unauthorized access to, or disclosing such information to third parties in violation of the terms of this Agreement could compromise or undermine the existing or future guidelines, techniques and procedures implemented for the protection against terrorist acts or for law enforcement, investigation and prosecutorial purposes, and accordingly could result in significant irreparable harm and injury; and

WHEREAS, in order to protect and preserve the privilege attaching to and the confidentiality of the aforementioned information as well as to limit access to such information to a strict need to know basis, the Port Authority requires, as a condition of its sharing or providing access to such confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, that the Recipient enter into this Agreement and that its Related Parties thereafter acknowledge and agree that they will be required to treat as strictly confidential and/or privileged any of such information so provided, as well as the work product and conclusions of any assessments and evaluations or any recommendations relating thereto, and to also fully comply with applicable federal rules and regulations with respect thereto; and

WHEREAS, as a condition to the provision of such information to Recipient and certain Related Parties, the Recipient has agreed to enter into this Agreement with respect to the handling and use of such information and to cause Related Parties to join in and be bound by the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the provision by Port Authority of Information for Project Purposes (as each such term is defined below) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Recipient and each Related Party that receives such Information, the Recipient and each such Related Party agrees, as follows:

1. Defined Terms. In addition to the terms defined in the Recitals above, the following terms shall have the meanings set forth below:

“Authorized Disclosure” means the disclosure of Confidential Information strictly in accordance with the Confidentiality Control Procedures applicable thereto: (i) as to all Confidential Information, only to a Related Party that has a need to know such Confidential Information strictly for Project Purposes and that has agreed in writing to be bound by the terms of this Agreement by executing a form of Acknowledgment as set forth in Exhibit A; and (ii) as to Confidential Privileged Information, only to the extent expressly approved in writing and in advance by the Port Authority, and then only the particular Confidential Privileged Information that is required to accomplish an essential element of the Project.

“Confidential Information” means and includes collectively, Confidential Proprietary Information, Confidential Privileged Information, and Information that

is labeled, marked or otherwise identified by or on behalf of the Port Authority so as to reasonably connote that such Information is confidential, privileged, sensitive or proprietary in nature. The term Confidential Information shall also include all work product that contains or is derived from any of the foregoing, whether in whole or in part, regardless of whether prepared by the Recipient, the Port Authority or others. The following Information shall not constitute Confidential Information for the purpose of this Agreement:

Particular Information, other than Confidential Privileged Information, that is provided to the Recipient by a source other than the Port Authority, provided that such source is not subject to a confidentiality agreement, or similar obligation, or understanding with or for the benefit of the Port Authority, with respect to such Information and that the identity of such source is not itself part of such Confidential Information.

Information that is or becomes generally available to the public other than as a result of a disclosure by the Recipient or a Related Party in violation of this Agreement.

“Confidential Privileged Information” means and includes collectively, (i) any and all Information, documents and materials entitled to protection as a public interest privilege under New York State law and as may be deemed to be afforded or entitled to the protection of any other privilege recognized under New York, and/or New Jersey state laws or Federal laws, (ii) Critical Infrastructure Information, (iii) Sensitive Security Information, and (iv) Limited Access Safety and Security Information.

“Confidential Proprietary Information” means and includes Information that contains financial, commercial or other proprietary, business information concerning the Project, the Port Authority, or its facilities.

“Confidentiality Control Procedures” means procedures, safeguards and requirements for the identification, processing, protection, handling, care, tracking and storage of Confidential Information that are required under applicable federal or state law, the Port Authority Handbook, or by the terms of this Agreement.

“Critical Infrastructure Information” (CII) has the meaning set forth in the Homeland Security Act of 2002, under the subtitle Critical Infrastructure Information Act of 2002 (6 U.S.C. §131-134), and any rules or regulations enacted pursuant thereto, including, without limitation, the Office of the Secretary, Department of Homeland Security Rules and Regulations, 6 C.F.R. Part 29 and any amendments thereto. CII may also be referred to as “Protected Critical Infrastructure Information” or “PCII,” as provided for in the referenced rules and regulations and any amendments thereto.

“Information” means, collectively, all information, documents, data, reports, notes, studies, projections, records, manuals, graphs, electronic files, computer generated data or information, drawings, charts, tables, diagrams, photographs, and other media or renderings containing or otherwise incorporating information that may be provided or made accessible at any time, whether in writing, orally, visually, photographically, electronically or in any other form or medium, including, without limitation, any and all copies, duplicates or extracts of the foregoing.

“Limited Access Safety and Security Information” means and includes sensitive Information, the disclosure of which would be detrimental to the public interest and might compromise public safety and/or security as it relates to Port Authority property, facilities, systems and operations, and which has not otherwise been submitted for classification or designation under any Federal laws or regulations.

“Port Authority Handbook” means the Port Authority of N.Y. & N.J. Information Security Handbook, a copy of which is attached hereto as Exhibit B, as may be amended by the Port Authority, from time to time.

“Project Purposes” means the use of Confidential Information strictly and only for purposes related to Recipient’s and its Related Parties’ participation and involvement in the Project, and only for such period of time during which Recipient and its Related Parties are involved in Project related activities.

“Related Party” and **“Related Parties”** means the directors, employees, officers, partners or members of the Recipient, as applicable, and the Recipient’s outside consultants, advisors, accountants, architects, engineers or subcontractors or subconsultants (and their respective directors, employees, officers, partners or members) to whom any Confidential Information is disclosed or made available.

“Sensitive Security Information” has the definition and requirements set forth in the Transportation Security Administrative Rules & Regulations, 49 CFR 1520, (49 U.S.C. §114) and in the Office of the Secretary of Transportation Rules & Regulations, 49 CFR 15, (49 U.S.C. §40119) and any amendments thereto.

2. Use of Confidential Information. All Confidential Information shall be used by the Recipient in accordance with the following requirements:

All Confidential Information shall be held in confidence and shall be processed, treated, disclosed and used by the Recipient and its Related Parties only for Project Purposes and in accordance with the Confidentiality Control Procedures established pursuant to Paragraph 2(c), below, including, without limitation, the Port Authority Handbook, receipt of which is acknowledged by Recipient and shall be acknowledged in writing by each Related Party by signing the Acknowledgment attached hereto as Exhibit A, and applicable legal requirements. Confidential Information may be disclosed, only if and to the extent that such disclosure is an Authorized Disclosure.

Recipient and each Related Party acknowledges and agrees that (i) any violation by the Recipient or any of its Related Parties of the terms, conditions or restrictions of this Agreement relating to Confidential Information may result in penalties and other enforcement or corrective action as set forth in such statutes and regulations, including, without limitation, the issuance of orders requiring retrieval of Sensitive Security Information and Critical Infrastructure Information to remedy unauthorized disclosure and to cease future unauthorized disclosure and (ii) pursuant to the aforementioned Federal Regulations, including, without limitation, 49 C.F.R. §§ 15.17 and 1520.17, any such violation thereof or mishandling of information therein defined may constitute grounds for a civil penalty and other enforcement or corrective action by the United States Department of Transportation and the United States Department of Homeland Security, and appropriate personnel actions for Federal employees.

Recipient and each Related Party covenants to the Port Authority that it has established, promulgated and implemented Confidentiality Control Procedures for identification, handling, receipt, care, and storage of Confidential Information to control and safeguard against any violation of the requirements of this Agreement and against any unauthorized access, disclosure, modification, loss or misuse of Confidential Information. Recipient and each Related Party shall undertake reasonable steps consistent with such Confidentiality Control Procedures to assure that disclosure of Confidential Information is compartmentalized, such that all Confidential Information shall be disclosed only to those persons and entities authorized to receive such Information as an Authorized Disclosure under this Agreement and applicable Confidentiality Control Procedures. The Confidentiality Control Procedures shall, at a minimum, adhere to, and shall not be inconsistent with, the procedures and practices established in the Port Authority Handbook.

The Port Authority may request in writing that the Recipient or any Related Parties apply different or more stringent controls on the handling, care, storage and disclosure of particular items of Confidential Information as a precondition for its disclosure. The Port Authority may decline any request by the Recipient or any of its Related Parties to provide such item of Confidential Information if the Recipient or any of the Related Parties do not agree in writing to apply such controls.

Nothing in this Agreement shall require the Port Authority to tender or provide access to or possession of any Confidential Information to the Recipient or its Related Parties, whether or not the requirements of this Agreement are otherwise satisfied. However, if such Confidential Information is provided and accepted, the Recipient and its Related Parties shall abide by the terms, conditions and requirements of this Agreement.

The Recipient and each Related Party agrees to be responsible for enforcing the provisions of this Agreement with respect to its Related Parties, in accordance with the Confidentiality Control Procedures. Except as required by law pursuant

to written advice of competent legal counsel, or with the Port Authority's prior written consent, neither the Recipient, nor any of the Related Parties shall disclose to any third party, person or entity: (i) any Confidential Information under circumstances where the Recipient is not fully satisfied that the person or entity to whom such disclosure is about to be made shall act in accordance with the Confidentiality Control Procedures whether or not such person or entity has agreed in writing to be bound by the terms of this Agreement or any "Acknowledgement" of its terms or (ii) the fact that Confidential Information has been made available to the Recipient or such Related Parties, or the content or import of such Confidential Information. The Recipient is responsible for collecting and managing the Acknowledgments signed by Related Parties pursuant to this Agreement. Recipient shall, at the Port Authority's request, provide the Port Authority a list of all Related Parties who have signed an Acknowledgment, and copies of such Acknowledgments.

As to all Confidential Information provided by or on behalf of the Port Authority, nothing in this Agreement shall constitute or be construed as a waiver of any public interest privilege or other protections established under applicable state or federal law.

3. Disclosures and Discovery Requests. If a subpoena, discovery request, Court Order, Freedom of Information Request, or any other request or demand authorized by law seeking disclosure of the Confidential Information is received by the Recipient or any Related Party, Recipient shall notify the Port Authority thereof with sufficient promptness so as to enable the Port Authority to investigate the circumstances, prepare any appropriate documentation and seek to quash the subpoena, to seek a protective order, or to take such other action regarding the request as it deems appropriate. In the absence of a protective order, disclosure shall be made, in consultation with the Port Authority, of only that part of the Confidential Information as is legally required to be disclosed. If at any time Confidential Information is disclosed in violation of this Agreement, the Recipient shall immediately give the Port Authority written notice of that fact and a detailed account of the circumstances regarding such disclosure to the Port Authority.

4. Retention Limitations; Return of Confidential Information. Upon the earlier occurrence of either the Port Authority's written request or completion of Recipient's need for any or all Confidential Information, such Confidential Information, all writings and material describing, analyzing or containing any part of such Confidential Information, including any and all portions of Confidential Information that may be stored, depicted or contained in electronic or other media and all copies of the foregoing shall be promptly delivered to the Port Authority at Recipient's expense. In addition, as to Confidential Information that may be stored in electronic or other form, such Confidential Information shall be completely removed so as to make such Confidential Information incapable of being recovered from all computer databases of the Recipient and all Related Parties. The Recipient may request in writing that the Port Authority

consent to destruction of Confidential Information, writings and materials in lieu of delivery thereof to the Port Authority. The Port Authority shall not unreasonably withhold its consent to such request. If the Port Authority consents to such destruction, the Recipient and each Related Party shall deliver to the Port Authority a written certification by Recipient and such Related Party that such Confidential Information, writings and materials have been so destroyed within such period as may be imposed by the Port Authority. Notwithstanding the foregoing, to the extent required for legal or compliance purposes, the Recipient may retain a copy of Confidential Information, provided that (a) the Port Authority is notified in writing of such retention, and (b) Recipient continues to abide by the requirements of this Agreement with respect to the protection of such Confidential Information.

5. Duration and Survival of Confidentiality Obligations. The obligations under this Agreement shall be perpetual (unless otherwise provided in this Agreement) or until such time as the Confidential Information is no longer considered confidential and/or privileged by the Port Authority.

6. Severability. Each provision of this Agreement is severable and if a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

7. Injunctive and Other Relief. Recipient and each Related Party acknowledges that the unauthorized disclosure and handling of Confidential Information is likely to have a material adverse and detrimental impact on public safety and security and could significantly endanger the Port Authority, its facilities (including, without limitation, the Project site), its patrons and the general public and that damages at law are an inadequate remedy for any breach, or threatened breach, of this Agreement by Recipient or its Related Parties. The Port Authority shall be entitled, in addition to all other rights or remedies, to seek such restraining orders and injunctions as it may deem appropriate for any breach of this Agreement, without being required to show any actual damage or to post any bond or other security.

8. Governing Law. 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. The Port Authority (subject to the terms of the Port Authority Legislation (as defined below)) and the Recipient specifically and irrevocably consent to the exclusive jurisdiction of any federal or state court in the County of New York and State of New York with respect to all matters concerning this Agreement and its enforcement. The Port Authority (subject to the terms of the Port Authority Legislation (as defined below)) and the Recipient agree that the execution and performance of this Agreement shall have a New York situs and, accordingly, they each consent (and solely with respect to the Port Authority, subject to the terms of the Port Authority Legislation (as defined below)) to personal jurisdiction in the State of New York for all purposes and proceedings arising from this Agreement. **“Port Authority Legislation”** shall mean the concurrent legislation of the State of New York and State of New Jersey set forth at Chapter 301 of the Laws of New York of 1950, as amended by Chapter 938 of the Laws

of New York of 1974 (McKinney's Unconsolidated Laws §§7101-7112) and Chapter 204 of the Laws of New Jersey of 1951 (N.J.S.A. 32:1-157 to 32:1-168).

9. Notices. Any notice, demand or other communication (each, a “**notice**”) that is given or rendered pursuant to this Agreement by either party to the other party, shall be: (i) given or rendered, in writing, (ii) addressed to the other party at its required address(es) for notices delivered to it as set forth below, and (iii) delivered by either (x) hand delivery, or (y) nationally recognized courier service (e.g., Federal Express, Express Mail). Any such notice shall be deemed given or rendered, and effective for purposes of this Agreement, as of the date actually delivered to the other party at such address(es) (whether or not the same is then received by other party due to a change of address of which no notice was given, or any rejection or refusal to accept delivery). Notices from either party (to the other) may be given by its counsel.

The required address(es) of each party for notices delivered to it is (are) as set forth below. Each party, however, may, from time to time, designate an additional or substitute required address(es) for notices delivered to it, provided that such designation must be made by notice given in accordance with this Paragraph 0.

If to the Port _____

Authority: _____

The Port Authority of New York and New Jersey
225 Park Avenue South, ___th Floor
New York, NY 10003

with a copy to: The Port Authority of New York and New Jersey
225 Park Avenue South - 15th Floor
New York, NY 10003
Attn: General Counsel

If to the Recipient: _____

with a copy to: _____

10. Entire Agreement. This Agreement contains the complete statement of all the agreements among the parties hereto with respect to the subject matter thereof, and all prior agreements among the parties hereto respecting the subject matter hereof, whether written or oral, are merged herein and shall be of no further force or effect. This Agreement may not be changed, modified, discharged, or terminated, except by an instrument in writing signed by all of the parties hereto.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be one and the same document.

12. Parties Bound. This Agreement shall be binding upon the Recipient and its respective successors. The foregoing shall not be affected by the failure of any Related Party to join in this Agreement or to execute and deliver an Acknowledgement hereof.

13. Authority. The undersigned individual(s) executing this Agreement on behalf of the Recipient below represent(s) that they are authorized to execute this Agreement on behalf of the Recipient and to legally bind such party.

14. Disclosure of Ownership Rights or License. Nothing contained herein shall be construed as the granting or conferring by the Port Authority of any rights by ownership, license or otherwise in any Information.

15. No Liability. Neither the Commissioners of the Port Authority, nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Recipient with any liability, or held liable to the Recipient under any term or provision of this Agreement, or because of its execution or attempted execution or because of any breach, or attempted or alleged breach thereof.

16. Construction. This Agreement is the joint product of the parties hereto and each provision of this Agreement has been subject to the mutual consultation, negotiation, and agreement of the parties hereto, and shall not be construed for or against any party hereto. The captions of the various sections in this Agreement are for convenience only and do not, and shall not be deemed to, define, limit or construe the contents of such Sections.

[No further text on this page; signatures appear on next page]

IN WITNESS WHEREOF, the Recipient has executed this Agreement as of the date first above written.

Dated: New York, New York

_____, _____

RECIPIENT:

By: _____

Title: _____

Date: _____

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, _____ (name of authorized signatory), is the _____ (Title) of _____ (name of entity), a _____ (type of entity and jurisdiction of formation) ("**Related Party**"), located at _____ (address of entity), and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of _____ (describe scope of work of Related Party) in _____ connection with _____ (describe Project) for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated _____, _____, between _____ (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: _____
Print Name: _____
Title: _____
Date: _____

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, _____ (name of employee) ("**Related Party**"), am employed as a(n) _____(job title) by _____ (name of employer). I have been provided with and have read the Non Disclosure and Confidentiality Agreement between _____ (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated _____, _____ (hereinafter the "**Agreement**"), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer's relationship with _____ (name of Recipient, or the Port Authority if Related Party Individual is an employee of Recipient), both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____
Print Name: _____
Title: _____
Date: _____

APPENDIX A-2

**NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT
BETWEEN**

(INSERT NAME OF COMPANY)

AND

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (this “**Agreement**”) is made as of this ____ day of _____, 20____, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (the “**Port Authority**”) a body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of the Congress of the United States, and having an office and place of business at 225 Park Avenue South, New York, New York, 10003, and _____ having an office and place of business at _____(address) (“**Recipient**”).

WHEREAS, the Port Authority desires, subject to the terms and conditions set forth below, to disclose to Recipient Confidential Information (as defined below) in connection with _____ - _____(insert description of project/work) (collectively, the “**Project(s)**”, or “**Proposed Project(s)**”); and

WHEREAS, the Recipient acknowledges that the Port Authority, in furtherance of its performance of essential and critical governmental functions relating to the Project, has existing and significant interests and obligations in establishing, maintaining and protecting the security and safety of the Project site and surrounding areas and related public welfare matters; and

WHEREAS, in furtherance of critical governmental interests regarding public welfare, safety and security at the Project site, the Port Authority has collected information and undertaken the development of certain plans and recommendations regarding the security, safety and protection of the Project site, including the physical construction and current and future operations; and

WHEREAS, the Port Authority and Recipient (collectively, the “**Parties**”) acknowledge that in order for Recipient to undertake its duties and/or obligations with regard to its involvement in the Project, the Port Authority may provide Recipient or certain of its Related Parties (as defined below) certain information in the possession of the Port Authority, which may contain or include confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, relating to the Project or its occupants or other matters, the unauthorized disclosure of which could

result in significant public safety, financial and other damage to the Port Authority, the Project, its occupants, and the surrounding communities; and

WHEREAS, Recipient recognizes and acknowledges that providing unauthorized access to, or disclosing such information to third parties in violation of the terms of this Agreement could compromise or undermine the existing or future guidelines, techniques and procedures implemented for the protection against terrorist acts or for law enforcement, investigation and prosecutorial purposes, and accordingly could result in significant irreparable harm and injury; and

WHEREAS, in order to protect and preserve the privilege attaching to and the confidentiality of the aforementioned information as well as to limit access to such information to a strict need to know basis, the Port Authority requires, as a condition of its sharing or providing access to such confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, that the Recipient enter into this Agreement and that its Related Parties thereafter acknowledge and agree that they will be required to treat as strictly confidential and/or privileged any of such information so provided, as well as the work product and conclusions of any assessments and evaluations or any recommendations relating thereto, and to also fully comply with applicable federal rules and regulations with respect thereto; and

WHEREAS, as a condition to the provision of such information to Recipient and certain Related Parties, the Recipient has agreed to enter into this Agreement with respect to the handling and use of such information and to cause Related Parties to join in and be bound by the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the provision by Port Authority of Information for Project Purposes (as each such term is defined below) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Recipient and each Related Party that receives such Information, the Recipient and each such Related Party agrees, as follows:

1. Defined Terms. In addition to the terms defined in the Recitals above, the following terms shall have the meanings set forth below:

“Authorized Disclosure” means the disclosure of Confidential Information strictly in accordance with the Confidentiality Control Procedures applicable thereto: (i) as to all Confidential Information, only to a Related Party that has a need to know such Confidential Information strictly for Project Purposes and that has agreed in writing to be bound by the terms of this Agreement by executing a form of Acknowledgment as set forth in Exhibit A; and (ii) as to Confidential Privileged Information, only to the extent expressly approved in writing and in advance by the Port Authority, and then only the particular Confidential Privileged Information that is required to accomplish an essential element of the Project.

“Confidential Information” means and includes collectively, Confidential Proprietary Information, Confidential Privileged Information, and Information that

is labeled, marked or otherwise identified by or on behalf of the Port Authority so as to reasonably connote that such Information is confidential, privileged, sensitive or proprietary in nature. The term Confidential Information shall also include all work product that contains or is derived from any of the foregoing, whether in whole or in part, regardless of whether prepared by the Recipient, the Port Authority or others. The following Information shall not constitute Confidential Information for the purpose of this Agreement:

Particular Information, other than Confidential Privileged Information, that is provided to the Recipient by a source other than the Port Authority, provided that such source is not subject to a confidentiality agreement, or similar obligation, or understanding with or for the benefit of the Port Authority, with respect to such Information and that the identity of such source is not itself part of such Confidential Information.

Information that is or becomes generally available to the public other than as a result of a disclosure by the Recipient or a Related Party in violation of this Agreement.

“Confidential Privileged Information” means and includes collectively, (i) any and all Information, documents and materials entitled to protection as a public interest privilege under New York State law and as may be deemed to be afforded or entitled to the protection of any other privilege recognized under New York, and/or New Jersey state laws or Federal laws, (ii) Critical Infrastructure Information, (iii) Sensitive Security Information, and (iv) Limited Access Safety and Security Information.

“Confidential Proprietary Information” means and includes Information that contains financial, commercial or other proprietary, business Information concerning the Project, the Port Authority, or its facilities.

“Confidentiality Control Procedures” means procedures, safeguards and requirements for the identification, processing, protection, handling, care, tracking and storage of Confidential Information that are required under applicable federal or state law or by the terms of this Agreement.

“Critical Infrastructure Information” (CII) has the meaning set forth in the Homeland Security Act of 2002, under the subtitle Critical Infrastructure Information Act of 2002 (6 U.S.C. §131-134), and any rules or regulations enacted pursuant thereto, including, without limitation, the Office of the Secretary, Department of Homeland Security Rules and Regulations, 6 C.F.R. Part 29 and any amendments thereto. CII may also be referred to as “Protected Critical Infrastructure Information” or “PCII,” as provided for in the referenced rules and regulations and any amendments thereto.

“Information” means, collectively, all information, documents, data, reports, notes, studies, projections, records, manuals, graphs, electronic files, computer

generated data or information, drawings, charts, tables, diagrams, photographs, and other media or renderings containing or otherwise incorporating information that may be provided or made accessible at any time, whether in writing, orally, visually, photographically, electronically or in any other form or medium, including, without limitation, any and all copies, duplicates or extracts of the foregoing.

“Limited Access Safety and Security Information” means and includes sensitive Information, the disclosure of which would be detrimental to the public interest and might compromise public safety and/or security as it relates to Port Authority property, facilities, systems and operations, and which has not otherwise been submitted for classification or designation under any Federal laws or regulations.

“Project Purposes” means the use of Confidential Information strictly and only for purposes related to Recipient’s and its Related Parties’ participation and involvement in the Project, and only for such period of time during which Recipient and its Related Parties are involved in Project related activities.

“Related Party” and **“Related Parties”** means the directors, employees, officers, partners or members of the Recipient, as applicable, and the Recipient’s outside consultants, advisors, accountants, architects, engineers or subcontractors or subconsultants (and their respective directors, employees, officers, partners or members) to whom any Confidential Information is disclosed or made available.

“Sensitive Security Information” has the definition and requirements set forth in the Transportation Security Administrative Rules & Regulations, 49 CFR 1520, (49 U.S.C. §114) and in the Office of the Secretary of Transportation Rules & Regulations, 49 CFR 15, (49 U.S.C. §40119) and any amendments thereto.

2. Use of Confidential Information. All Confidential Information shall be used by the Recipient in accordance with the following requirements:

All Confidential Information shall be held in confidence and shall be processed, treated, disclosed and used by the Recipient and its Related Parties only for Project Purposes and in accordance with the Confidentiality Control Procedures established pursuant to Paragraph 2(c), below, and applicable legal requirements. Confidential Information may be disclosed, only if and to the extent that such disclosure is an Authorized Disclosure.

Recipient and each Related Party acknowledges and agrees that (i) any violation by the Recipient or any of its Related Parties of the terms, conditions or restrictions of this Agreement relating to Confidential Information may result in penalties and other enforcement or corrective action as set forth in such statutes and regulations, including, without limitation, the issuance of orders requiring retrieval of Sensitive Security Information and Critical Infrastructure Information to remedy unauthorized disclosure and to cease future unauthorized disclosure

and (ii) pursuant to the aforementioned Federal Regulations, including, without limitation, 49 C.F.R. §§ 15.17 and 1520.17, any such violation thereof or mishandling of information therein defined may constitute grounds for a civil penalty and other enforcement or corrective action by the United States Department of Transportation and the United States Department of Homeland Security, and appropriate personnel actions for Federal employees.

Recipient and each Related Party covenants to the Port Authority that it has established, promulgated and implemented Confidentiality Control Procedures for identification, handling, receipt, care, and storage of Confidential Information to control and safeguard against any violation of the requirements of this Agreement and against any unauthorized access, disclosure, modification, loss or misuse of Confidential Information. Recipient and each Related Party shall undertake reasonable steps consistent with such Confidentiality Control Procedures to assure that disclosure of Confidential Information is compartmentalized, such that all Confidential Information shall be disclosed only to those persons and entities authorized to receive such Information as an Authorized Disclosure under this Agreement and applicable Confidentiality Control Procedures. To assist Recipient in its determination of the adequacy of its Confidentiality Control Procedures, Recipient has been provided with a copy of the Port Authority's Information Security Handbook.

The Port Authority may request in writing that the Recipient or any Related Parties apply different or more stringent controls on the handling, care, storage and disclosure of particular items of Confidential Information as a precondition for its disclosure. The Port Authority may decline any request by the Recipient or any of its Related Parties to provide such item of Confidential Information if the Recipient or any of the Related Parties do not agree in writing to apply such controls.

Nothing in this Agreement shall require the Port Authority to tender or provide access to or possession of any Confidential Information to the Recipient or its Related Parties, whether or not the requirements of this Agreement are otherwise satisfied. However, if such Confidential Information is provided and accepted, the Recipient and its Related Parties shall abide by the terms, conditions and requirements of this Agreement.

The Recipient and each Related Party agrees to be responsible for enforcing the provisions of this Agreement with respect to its Related Parties, in accordance with the Confidentiality Control Procedures. Except as required by law pursuant to written advice of competent legal counsel, or with the Port Authority's prior written consent, neither the Recipient, nor any of the Related Parties shall disclose to any third party, person or entity: (i) any Confidential Information under circumstances where the Recipient is not fully satisfied that the person or entity to whom such disclosure is about to be made shall act in accordance with the Confidentiality Control Procedures whether or not such person or entity has agreed in writing to be bound by the terms of this Agreement or any

“Acknowledgement” of its terms or (ii) the fact that Confidential Information has been made available to the Recipient or such Related Parties, or the content or import of such Confidential Information. The Recipient is responsible for collecting and managing the Acknowledgments signed by Related Parties pursuant to this Agreement. Recipient shall, at the Port Authority’s request, provide the Port Authority a list of all Related Parties who have signed an Acknowledgment, and copies of such Acknowledgments.

As to all Confidential Information provided by or on behalf of the Port Authority, nothing in this Agreement shall constitute or be construed as a waiver of any public interest privilege or other protections established under applicable state or federal law.

3. Disclosures and Discovery Requests. If a subpoena, discovery request, Court Order, Freedom of Information Request, or any other request or demand authorized by law seeking disclosure of the Confidential Information is received by the Recipient or any Related Party, Recipient shall notify the Port Authority thereof with sufficient promptness so as to enable the Port Authority to investigate the circumstances, prepare any appropriate documentation and seek to quash the subpoena, to seek a protective order, or to take such other action regarding the request as it deems appropriate. In the absence of a protective order, disclosure shall be made, in consultation with the Port Authority, of only that part of the Confidential Information as is legally required to be disclosed. If at any time Confidential Information is disclosed in violation of this Agreement, the Recipient shall immediately give the Port Authority written notice of that fact and a detailed account of the circumstances regarding such disclosure to the Port Authority.

4. Retention Limitations; Return of Confidential Information. Upon the earlier occurrence of either the Port Authority's written request or completion of Recipient's need for any or all Confidential Information, such Confidential Information, all writings and material describing, analyzing or containing any part of such Confidential Information, including any and all portions of Confidential Information that may be stored, depicted or contained in electronic or other media and all copies of the foregoing shall be promptly delivered to the Port Authority at Recipient's expense. In addition, as to Confidential Information that may be stored in electronic or other form, such Confidential Information shall be completely removed so as to make such Confidential Information incapable of being recovered from all computer databases of the Recipient and all Related Parties. The Recipient may request in writing that the Port Authority consent to destruction of Confidential Information, writings and materials in lieu of delivery thereof to the Port Authority. The Port Authority shall not unreasonably withhold its consent to such request. If the Port Authority consents to such destruction, the Recipient and each Related Party shall deliver to the Port Authority a written certification by Recipient and such Related Party that such Confidential Information, writings and materials have been so destroyed within such period as may be imposed by the Port Authority. Notwithstanding the foregoing, to the extent required for legal or

compliance purposes, the Recipient may retain a copy of Confidential Information, provided that (a) the Port Authority is notified in writing of such retention, and (b) Recipient continues to abide by the requirements of this Agreement with respect to the protection of such Confidential Information.

5. Duration and Survival of Confidentiality Obligations. The obligations under this Agreement shall be perpetual (unless otherwise provided in this Agreement) or until such time as the Confidential Information is no longer considered confidential and/or privileged by the Port Authority.

6. Severability. Each provision of this Agreement is severable and if a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

7. Injunctive and Other Relief. Recipient and each Related Party acknowledges that the unauthorized disclosure and handling of Confidential Information is likely to have a material adverse and detrimental impact on public safety and security and could significantly endanger the Port Authority, its facilities (including, without limitation, the Project site), its patrons and the general public and that damages at law are an inadequate remedy for any breach, or threatened breach, of this Agreement by Recipient or its Related Parties. The Port Authority shall be entitled, in addition to all other rights or remedies, to seek such restraining orders and injunctions as it may deem appropriate for any breach of this Agreement, without being required to show any actual damage or to post any bond or other security.

8. Governing Law. 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. The Port Authority (subject to the terms of the Port Authority Legislation (as defined below)) and the Recipient specifically and irrevocably consent to the exclusive jurisdiction of any federal or state court in the County of New York and State of New York with respect to all matters concerning this Agreement and its enforcement. The Port Authority (subject to the terms of the Port Authority Legislation (as defined below)) and the Recipient agree that the execution and performance of this Agreement shall have a New York situs and, accordingly, they each consent (and solely with respect to the Port Authority, subject to the terms of the Port Authority Legislation (as defined below)) to personal jurisdiction in the State of New York for all purposes and proceedings arising from this Agreement. **“Port Authority Legislation”** shall mean the concurrent legislation of the State of New York and State of New Jersey set forth at Chapter 301 of the Laws of New York of 1950, as amended by Chapter 938 of the Laws of New York of 1974 (McKinney’s Unconsolidated Laws §§7101-7112) and Chapter 204 of the Laws of New Jersey of 1951 (N.J.S.A. 32:1-157 to 32:1-168).

9. Notices. Any notice, demand or other communication (each, a **“notice”**) that is given or rendered pursuant to this Agreement by either party to the other party, shall be: (i) given or rendered, in writing, (ii) addressed to the other party at its required address(es) for notices delivered to it as set forth below, and (iii) delivered by either (x) hand delivery, or (y) nationally recognized courier service (e.g., Federal Express,

Express Mail). Any such notice shall be deemed given or rendered, and effective for purposes of this Agreement, as of the date actually delivered to the other party at such address(es) (whether or not the same is then received by other party due to a change of address of which no notice was given, or any rejection or refusal to accept delivery). Notices from either party (to the other) may be given by its counsel.

The required address(es) of each party for notices delivered to it is (are) as set forth below. Each party, however, may, from time to time, designate an additional or substitute required address(es) for notices delivered to it, provided that such designation must be made by notice given in accordance with this Paragraph 0.

If to the Port _____
Authority: _____

The Port Authority of New York and New Jersey
225 Park Avenue South, __th Floor
New York, NY 10003

with a copy to: The Port Authority of New York and New Jersey
225 Park Avenue South - 15th Floor
New York, NY 10003
Attn: General Counsel

If to the Recipient: _____

with a copy to: _____

10. Entire Agreement. This Agreement contains the complete statement of all the agreements among the parties hereto with respect to the subject matter thereof, and all prior agreements among the parties hereto respecting the subject matter hereof, whether written or oral, are merged herein and shall be of no further force or effect.

This Agreement may not be changed, modified, discharged, or terminated, except by an instrument in writing signed by all of the parties hereto.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be one and the same document.

12. Parties Bound. This Agreement shall be binding upon the Recipient and its respective successors. The foregoing shall not be affected by the failure of any Related Party to join in this Agreement or to execute and deliver an Acknowledgement hereof.

13. Authority. The undersigned individual(s) executing this Agreement on behalf of the Recipient below represent(s) that they are authorized to execute this Agreement on behalf of the Recipient and to legally bind such party.

14. Disclosure of Ownership Rights or License. Nothing contained herein shall be construed as the granting or conferring by the Port Authority of any rights by ownership, license or otherwise in any Information.

15. No Liability. Neither the Commissioners of the Port Authority, nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Recipient with any liability, or held liable to the Recipient under any term or provision of this Agreement, or because of its execution or attempted execution or because of any breach, or attempted or alleged breach thereof.

16. Construction. This Agreement is the joint product of the parties hereto and each provision of this Agreement has been subject to the mutual consultation, negotiation, and agreement of the parties hereto, and shall not be construed for or against any party hereto. The captions of the various sections in this Agreement are for convenience only and do not, and shall not be deemed to, define, limit or construe the contents of such Sections.

[No further text on this page; signatures appear on next page]

IN WITNESS WHEREOF, the Recipient has executed this Agreement as of the date first above written.

Dated: New York, New York

_____, _____

RECIPIENT:

By: _____

Title: _____

Date: _____

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, _____ (name of authorized signatory), is the _____ (Title) of _____ (name of entity), a _____ (type of entity and jurisdiction of formation) ("**Related Party**"), located at _____ (address of entity), and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of _____ (describe scope of work of Related Party) in _____ connection with _____ (describe Project) for The Port Authority of New York and New Jersey (the "**Port Authority**"). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated _____, _____, between _____ (the "**Recipient**") and the Port Authority (hereinafter the "**Agreement**"). Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: _____
Print Name: _____
Title: _____
Date: _____

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, _____ (name of employee) (“**Related Party**”), am employed as a(n) _____(job title) by _____ (name of employer). I have been provided with and have read the Non Disclosure and Confidentiality Agreement between _____ (the “**Recipient**”) and The Port Authority of New York and New Jersey (the “**Port Authority**”) dated _____, _____ (hereinafter the “**Agreement**”). I understand that because of my employer’s relationship with _____ (name of Recipient, or the Port Authority if Related Party Individual is an employee of Recipient), both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____

Print Name: _____

Title: _____

Date: _____

APPENDIX A-3

**PORT AUTHORITY/PATH EMPLOYEE NON-DISCLOSURE
AND CONFIDENTIALITY AGREEMENT**

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (this “**Agreement**”) is made as of this ____ day of _____, 20____, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (the “**Port Authority**”) a body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of the Congress of the United States, and having an office and place of business at 225 Park Avenue South, New York, New York, 10003, and _____, an employee of the Port Authority or PATH (“**Employee**”), having the Port Authority or PATH Employee Number: _____.

WHEREAS, security is of critical importance to the Port Authority in carrying out its mission and in providing a safe and secure environment for its patrons and employees, as well as properly protecting its properties, facilities and operations; and

WHEREAS, the safeguarding of confidential and sensitive information is an essential factor in the Port Authority’s ability to carry out its responsibilities; and

WHEREAS, the Port Authority recognizes the need for providing its employees with access to certain information which may contain or include confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, on a need to know and/or an as-needed basis; and

WHEREAS, every employee having access to Confidential Information (as hereinafter defined) has the obligation and the responsibility to properly safeguard such information and prevent its unauthorized disclosure or release.

NOW THEREFORE, Employee hereby agrees, as follows:

1. **Defined Terms.** In addition to the terms defined in the Recitals above, the following terms shall have the meanings set forth below:

- a. **“Confidential Information”** means and includes collectively, Confidential Proprietary Information, Confidential Privileged Information, and Information that is labeled, marked or otherwise identified by or on behalf of the Port Authority so as to reasonably connote that such Information is confidential, privileged, sensitive or proprietary in nature. The term Confidential Information shall also include all work product that contains or is derived from any of the forgoing, whether in whole or in part.
- b. **“Confidential Privileged Information”** means and includes collectively, (i) any and all Information, documents and materials entitled to protection as a public interest privilege under New York State law and as may be deemed to be afforded or entitled to the protection of any other privilege recognized under New York, and/or New Jersey state laws or Federal laws, (ii) Critical Infrastructure Information, (iii) Sensitive Security Information, and (iv) Limited Access Safety and Security Information.
- c. **“Confidential Proprietary Information”** means and includes Information that contains financial, commercial, or other proprietary, business Information concerning the Port Authority or its facilities.
- d. **“Critical Infrastructure Information”** (CII) has the meaning set forth in the Homeland Security Act of 2002, under the subtitle Critical Infrastructure Information Act of 2002 (6 U.S.C. §131-134), and any rules or regulations enacted pursuant thereto, including, without limitation, the Office of the Secretary, Department of Homeland Security Rules and Regulations, 6 C.F.R. Part 29 and any amendments thereto. CII may also be referred to as “Protected Critical Infrastructure Information” or “PCII,” as provided for in the referenced rules and regulations and any amendments thereto.
- e. **“Information”** means, collectively, all information, documents, data, reports, notes, studies, projections, records, manuals, graphs, electronic files, computer generated data or information, drawings, charts, tables, diagrams, photographs, and other media or renderings containing or otherwise incorporating information that may be provided or made accessible at any time, whether orally, visually, in writing, photographically, electronically or any other form, including, without limitation, any and all copies of the foregoing.
- f. **“Limited Access Safety and Security Information”** means and includes sensitive Information, the disclosure of which would be detrimental to the public interest and might compromise public safety and/or security as it relates to Port Authority property, facilities, systems and operations, and which has not otherwise been submitted for classification or designation under any Federal laws or regulations.
- g. **“Port Authority Handbook”** means The Port Authority of N.Y. & N.J. Information Security Handbook, as may be amended by the Port Authority, from time to time.
- h. **“Sensitive Security Information”** has the definition and requirements set forth in the Transportation Security Administrative Rules & Regulations, 49

CFR 1520, (49 U.S.C. §114) and in the Office of the Secretary of Transportation Rules & Regulations, 49 CFR 15, (49 U.S.C. §40119) and any amendments thereto.

2. **Compliance with the Port Authority Handbook.** All Confidential Information is to be handled by the Employee with the utmost care and in a manner designed to prevent its disclosure to unauthorized third parties consistent with Port Authority security policy, practices and procedures, as set forth in the Port Authority Handbook. Employee must maintain and dispose of Confidential Information in a manner consistent with this Agreement and in conformity with the Port Authority Handbook.
3. **Use of Confidential Information.** Confidential Information provided to or obtained by Employee may only be used in the performance of duly authorized activities relating to the Employee's job duties, and may not be used for any other purpose, unless expressly authorized by this Agreement, or as expressly directed in writing by the Port Authority.
4. **Disclosure of Information.** Until such time as the Information is no longer considered Confidential by the Port Authority, and that fact is communicated to the Employee in writing, the Information must be held and treated in the strictest confidence and may not, except in accordance with Paragraph 5, below, be disclosed to any person who has not agreed to be bound by a Non-Disclosure and Confidentiality Agreement. When disclosure of such Information is permitted under these circumstances, it will only be provided to such individuals to the extent that it is necessary for that person to perform his/her duly authorized activities at or in connection with their job responsibilities and may only be provided on a need-to-know-basis. Copies of documents or materials in any form, format or medium, which contain disclosures of such Information, may only be made pursuant to the procedures established in the Port Authority Handbook.
5. **Disclosures and Discovery Requests.** If a subpoena, discovery request, Court Order, Freedom of Information Request, or any other request or demand authorized by law is received by the Employee seeking disclosure of Confidential Information, the Employee must immediately notify his/her Supervisor and Departmental Information Security Officer in order to permit the Port Authority to seek to quash the subpoena, seek a protective order, or take such other action regarding the request as it deems appropriate, and the Employee will fully cooperate in the Port Authority's efforts in this regard. If at any time Confidential Information is disclosed in violation of this Agreement, the employee will immediately report that fact and the circumstances regarding such disclosure to his/her Supervisor and Departmental Information Security Officer.
6. **Unauthorized Disclosure and Disciplinary Actions.** The unauthorized disclosure or improper handling of Confidential Information could have an adverse and detrimental impact on public safety and security and could significantly endanger the Port Authority, its operations, its facilities, its patrons and the general public. Because of this, the obligations of confidence required hereunder are extraordinary and unique, and are vital to the security and well being of the Port Authority. Any

failure to comply with, or any violation of, this Agreement, may result in legal action and/or disciplinary action against Employee.

- 7. Duration and Survival of Confidentiality Obligations.** The obligations under this Agreement shall be perpetual, or until such time as the Confidential Information is no longer considered confidential and/or privileged by the Port Authority, and that fact is communicated in writing to Employee.

IN WITNESS WHEREOF, the Employee has executed this Agreement as of the date below.

Dated: New York, New York
_____, 20__

EMPLOYEE:

By: _____

Title: _____

Date: _____

APPENDIX B

INSTRUCTIONS ON NON-DISCLOSURE AND MAINTENANCE OF CONFIDENTIALITY OF PORT AUTHORITY CONFIDENTIAL INFORMATION

WHEREAS, security is of critical importance to the Port Authority of New York and New Jersey (the “Port Authority”) in carrying out its mission and in providing a safe and secure environment for its patrons and employees, as well as properly protecting its properties, facilities and operations; and

WHEREAS, the safeguarding of certain confidential and sensitive information is an essential factor in the Port Authority’s ability to carry out its responsibilities; and

WHEREAS, the Port Authority recognizes the need for providing its employees with access to certain information which may contain or include confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, on a need to know and/or an as-needed basis; and

WHEREAS, every employee having access to Confidential Information (as hereinafter defined) has the obligation and the responsibility to properly safeguard such information and prevent its unauthorized disclosure or release; and

WHEREAS, these instructions on non-disclosure of confidential information (“Non-Disclosure Instructions” or “NDI”) are intended to facilitate an employee’s ability to perform his or her job, while at the same time ensuring the security of such Confidential Information.

ACCORDINGLY, You, as the employee-recipient of these Instructions (“Employee”), are hereby informed that:

1. **Defined Terms.** In addition to the terms defined in the Recitals above, the following terms shall have the meanings set forth below:

- a. **“Confidential Information”** means and includes collectively, Confidential Proprietary Information, Confidential Privileged Information, and Information that is labeled, marked or otherwise identified by or on behalf of the Port Authority so as to reasonably connote that such Information is confidential, privileged, sensitive or proprietary in nature. The term Confidential Information shall also include all work product that contains or is derived from any of the forgoing, whether in whole or in part.
- b. **“Confidential Privileged Information”** means and includes collectively, (i) any and all Information, documents and materials entitled to protection as a public interest privilege under New York State law and as may be deemed to be afforded or entitled to the protection of any other privilege recognized under New York, and/or New Jersey state laws or Federal laws, (ii) Critical Infrastructure Information, (iii) Sensitive Security Information, and (iv) Limited Access Safety and Security Information.
- c. **“Confidential Proprietary Information”** means and includes Information which contains financial, commercial, or other proprietary, business Information concerning the Port Authority or its facilities.
- d. **“Critical Infrastructure Information”** (CII) has the meaning set forth in the Homeland Security Act of 2002, under the subtitle Critical Infrastructure Information Act of 2002 (6 U.S.C. §131-134), and any rules or regulations enacted pursuant thereto, including, without limitation, the Office of the Secretary, Department of Homeland Security Rules and Regulations, 6 C.F.R. Part 29 and any amendments thereto. CII may also be referred to as “Protected Critical Infrastructure Information” or “PCII,” as provided for in the referenced rules and regulations and any amendments thereto.
- e. **“Information”** means, collectively, all information, documents, data, reports, notes, studies, projections, records, manuals, graphs, electronic files, computer generated data or information, drawings, charts, tables, diagrams, photographs, and other media or renderings containing or otherwise incorporating information that may be provided or made accessible at any time, whether orally, visually, in writing, photographically, electronically or any other form, including, without limitation, any and all copies of the foregoing.
- f. **“Limited Access Safety and Security Information”** means and includes sensitive Information, the disclosure of which would be detrimental to the public interest and might compromise public safety and/or security as it relates to Port Authority property, facilities, systems and operations, and which has not otherwise been submitted for classification or designation under any Federal laws or regulations.
- g. **“Port Authority Handbook”** means The Port Authority of N.Y. & N.J. Information Security Handbook.
- h. **“Sensitive Security Information”** has the meaning set forth in the Transportation Security Administrative Rules & Regulations, 49 CFR 1520,

(49 U.S.C. §114) and in the Office of the Secretary of Transportation Rules & Regulations, 49 CFR 15, (49 U.S.C. §40119) and any amendments thereto.

2. **Compliance with the Port Authority Handbook.** All Confidential Information is to be handled by the Employee with the utmost care and in a manner designed to prevent its disclosure to unauthorized third parties consistent with Port Authority security policy, practices and procedures, as set forth in the Port Authority Handbook. Employee must maintain and dispose of Confidential Information in a manner consistent with this Agreement and in conformity with the Port Authority Handbook.
3. **Use of Confidential Information.** Confidential Information provided to or obtained by Employee may only be used in the performance of duly authorized activities relating to the Employee's job duties, and may not be used for any other purpose, unless expressly authorized by this Agreement, or as expressly directed in writing by the Port Authority.
4. **Disclosure of Information.** Until such time as the Information is no longer considered Confidential by the Port Authority, and that fact is communicated to the Employee in writing, the Information must be held and treated in the strictest confidence and may not, except in accordance with Paragraph 5, below, be disclosed to any person who has not agreed to be bound by a Non-Disclosure and Confidentiality Agreement, or who has not been given these Non-Disclosure Instructions. When disclosure of such Information is permitted under these circumstances, it will only be provided to such individuals to the extent that it is necessary for that person to perform his/her duly authorized activities at or in connection with their job responsibilities and may only be provided on a need-to-know-basis. Copies of documents or materials in any form, format or medium, which contain disclosures of such Information, may only be made pursuant to the procedures established in the Port Authority Handbook.
5. **Disclosures and Discovery Requests.** If a subpoena, discovery request, Court Order, Freedom of Information Request, or any other request or demand authorized by law is received by the Employee seeking disclosure of Confidential Information, the Employee must immediately notify his/her Supervisor and Departmental Information Security Officer in order to permit the Port Authority to seek to quash the subpoena, seek a protective order, or take such other action regarding the request as it deems appropriate, and the Employee will fully cooperate in the Port Authority's efforts in this regard. If at any time Confidential Information is disclosed in violation of this Agreement, the employee will immediately report that fact and the circumstances regarding such disclosure to his/her Supervisor and Departmental Information Security Officer.
6. **Unauthorized Disclosure and Disciplinary Actions.** The unauthorized disclosure or improper handling of Confidential Information could have an adverse and detrimental impact on public safety and security and could significantly endanger the Port Authority, its operations, its facilities, its patrons and the general public. Because of this, the obligations of confidence required hereunder are extraordinary and unique, and are vital to the security and well being of the Port Authority.

Accordingly, you are further instructed that your failure to comply with these Non-Disclosure Instructions may result in legal action and/or disciplinary action being taken against you.

7. **Duration and Survival of Confidentiality Obligations.** The obligations in these Non-Disclosure Instructions shall be perpetual, or until such time as the Confidential Information is no longer considered confidential and/or privileged by the Port Authority, and that fact is communicated in writing to Employee.

COPY PROVIDED TO:

By: _____

Title: _____

Date: _____

APPENDIX C

Background Screening Criteria



CONTENTS:

- Background Screening Specifications
- High Access Level Criteria
- Medium Access Level Criteria
- Standard Access Level Criteria

Criminal History
Background Screening Specifications

Social Security Number — Positive Identity Verification (PIV)
Federal District Court Search (each district of residence and employment)*
National Criminal Search*
Statewide Criminal Check (each state of residence and employment)*
County Criminal Search (each county of residence and employment)*
Sexual Offender Search (each resident state)*
Alien Immigrant Search
Immigration Violation Check
Fake Identification Convictions
State Driving Record
Check for material false statement or omission on application form
National Terrorist Watch List Search (OFAC-SDN)

Note* Within ten (10), seven (7), or five (5) years preceding date of application as noted on the HIGH, MEDIUM, and STANDARD Level of Clearance forms.

Level of Clearance

HIGH Secure Access Control Areas and CONFIDENTIAL PRIVILEGED INFORMATION

- I. No convictions ever in your lifetime:** an individual has a disqualifying criminal offense if the individual was convicted, or found not guilty by reason of insanity, in a civilian or military jurisdiction of any of the following criminal offenses:
- (1) Terrorism—A crime listed in 18 U.S.C. Chapter 113B—or a State law that is comparable.
 - (2) Violations of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. 1961, et. seq., or a State law that is comparable.
 - (3) A crime involving a severe transportation security incident.
 - (4) Making any threat, or maliciously conveying false information knowing the same to be false, concerning the deliverance, placement, or detonation of an explosive or other lethal device in or against a place of public use, a state or government facility, a public transportation system, or an infrastructure facility.
 - (5) Improper transportation of a hazardous material under 49 U.S.C. 5124, or a state law that is comparable;
 - (6) Murder.
 - (7) Espionage.
 - (8) Sedition.
 - (9) Treason.
 - (10) Unlawful possession, use, sale, distribution, manufacture, purchase, receipt, transfer, shipping, transporting, import, export, storage of, or dealing in an explosive or explosive device.
 - (11) Conspiracy or attempt to commit any of the criminal acts listed in paragraph I.
- II.** An individual has a disqualifying criminal offense if the individual was convicted, or found not guilty by reason of insanity, in a civilian or military jurisdiction, within the **past ten (10) years** from completion of sentence preceding the date of the application, of the following offenses:
- (1) Forgery of certificates, false marking of aircraft, and other aircraft registration violation;
 - (2) Interference with air navigation;
 - (3) Aircraft piracy;
 - (4) Interference with flight crewmembers or flight attendants;
 - (5) Commission of certain crimes aboard aircraft in flight;
 - (6) Carrying a weapon or explosive aboard aircraft;
 - (7) Conveying false information and threats; (e.g., bomb threats, explosives in briefcase, etc. in security areas)
 - (8) Aircraft piracy outside the special aircraft jurisdiction of the United States;
 - (9) Lighting violations involving transporting controlled substances;
 - (10) Unlawful entry into an aircraft or airport area that serves air carriers or foreign air carriers contrary to established security requirements;
 - (11) Destruction of an aircraft or aircraft facility;
 - (12) Assault with intent to murder.
 - (13) Kidnapping or hostage taking.
 - (14) Rape or aggravated sexual abuse.
 - (15) Extortion.
 - (16) Armed or felony unarmed robbery.

- (17) Distribution of, possession with intent to distribute, or importation of a controlled substance.
- (18) Felony arson.
- (19) Felony involving a threat.
- (20) Felony involving—
 - (i) Willful destruction of property;
 - (ii) Importation or manufacture of a controlled substance;
 - (iii) Burglary or Robbery
 - (iv) Theft;
 - (v) Dishonesty, fraud, or misrepresentation, including identity fraud and money laundering;
 - (vi) Possession or distribution of stolen property;
 - (vii) Aggravated assault;
 - (viii) Bribery; or
 - (ix) Illegal possession of a controlled substance punishable by a maximum term of imprisonment of more than 1 year;
 - (x) Smuggling;
 - (xi) Immigration violations; or
- (21) Violence at international airports;
- (22) Unlawful possession, use, sale, manufacture, purchase, distribution, receipt, transfer, shipping, transporting, delivery, import, export of, or dealing in a firearm or other weapon. A firearm or other weapon includes, but is not limited to, firearms as defined in 18 U.S.C. 921(a)(3) or 26 U.S.C. 5845(a), or items contained on the U.S. Munitions Import List at 27 CFR 447.21.
- (23) Conspiracy or attempt to commit any of the criminal acts listed in paragraph II.

Under want, warrant, or indictment. An applicant who is wanted, or under indictment in any civilian or military jurisdiction for a felony listed in section II, is disqualified until the want or warrant is released or the indictment is dismissed.

Level of Clearance

Up To MEDIUM Secure Access Control Areas and CONFIDENTIAL INFORMATION

- I. No convictions ever in your lifetime:** an individual has a disqualifying criminal offense if the individual was convicted, or found not guilty by reason of insanity, in a civilian or military jurisdiction of any of the following criminal offenses:
- (1) Terrorism—A crime listed in 18 U.S.C. Chapter 113B—or a State law that is comparable.
 - (2) Violations of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. 1961, et. seq., or a State law that is comparable.
 - (3) A crime involving a severe transportation security incident.
 - (4) Making any threat, or maliciously conveying false information knowing the same to be false, concerning the deliverance, placement, or detonation of an explosive or other lethal device in or against a place of public use, a state or government facility, a public transportation system, or an infrastructure facility. (3) Improper transportation of a hazardous material under 49 U.S.C. 5124, or a state law that is comparable;
 - (5) Improper transportation of a hazardous material under 49 U.S.C. 5124, or a state law that is comparable;
 - (6) Murder.
 - (7) Espionage.
 - (8) Sedition.
 - (9) Treason.
 - (10) Unlawful possession, use, sale, distribution, manufacture, purchase, receipt, transfer, shipping, transporting, import, export, storage of, or dealing in an explosive or explosive device.
 - (11) Conspiracy or attempt to commit any of the criminal acts listed in paragraph I.
- II.** An individual has a disqualifying criminal offense if the individual was convicted, or found not guilty by reason of insanity, in a civilian or military jurisdiction for the following offenses, within the **past ten (10) years** from completion of sentence for the offense preceding the date of the application:
- (1) Extortion.
 - (2) Armed or felony unarmed robbery.
 - (3) Felony involving—
 - (i) Importation or manufacture of a controlled substance;
 - (ii) Burglary or Robbery;
 - (iii) Theft;
 - (iv) Dishonesty, fraud, or misrepresentation, including identity fraud and money laundering;
 - (v) Possession or distribution of stolen property;
 - (vi) Bribery; or
 - (4) Conspiracy or attempt to commit any of the criminal acts listed in paragraph II.

Under want, warrant, or indictment. An applicant who is wanted, or under indictment in any

civilian or military jurisdiction for a felony listed in section II, is disqualified until the want or warrant is released or the indictment is dismissed.

III. An individual has a disqualifying criminal offense if the individual was convicted, or found not guilty by reason of insanity, in a civilian or military jurisdiction for the following offenses, within the **past seven (7) years** from completion of sentence for the offense preceding the date of the application:

- (1) Assault with intent to murder.
- (2) Kidnapping or hostage taking.
- (3) Rape or aggravated sexual abuse.
- (4) Distribution of, possession with intent to distribute, or importation of a controlled substance.
- (5) Felony arson.
- (6) Felony involving a threat.
- (7) Felony involving—
 - (i) Willful destruction of property;
 - (ii) Aggravated assault;
 - (iii) Smuggling;
 - (iv) Immigration violations;
- (8) Violations of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. 1961, et. seq., or a State law that is comparable, other than the violations listed in paragraph (b) of Section I.
- (9) Unlawful possession, use, sale, manufacture, purchase, distribution, receipt, transfer, shipping, transporting, delivery, import, export of, or dealing in a firearm or other weapon. A firearm or other weapon includes, but is not limited to, firearms as defined in 18 U.S.C. 921(a)(3) or 26 U.S.C. 5845(a), or items contained on the U.S. Munitions Import List at 27 CFR 447.21.
- (10) Conspiracy or attempt to commit any of the criminal acts listed in paragraph III.

Under want, warrant, or indictment. An applicant who is wanted, or under indictment in any civilian or military jurisdiction for a felony listed in section III, is disqualified until the want or warrant is released or the indictment is dismissed.

Level of Clearance

Up To STANDARD Secure Access Control Areas

I. No convictions ever in your lifetime: an individual has a disqualifying criminal offense if the individual was convicted, or found not guilty by reason of insanity, in a civilian or military jurisdiction of any of the following criminal offences:

- (1) Terrorism —A crime listed in 18 U.S.C. Chapter 113B—or a State law that is comparable.
- (2) Violations of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. 1961, et. seq., or a State law that is comparable.
- (3) Espionage.
- (4) Sedition.
- (5) Treason.
- (6) Unlawful possession, use, sale, distribution, manufacture, purchase, receipt, transfer, shipping, transporting, import, export, storage of, or dealing in an explosive or explosive device.
- (7) Conspiracy or attempt to commit any of the criminal acts listed in paragraph I.

II. An individual has a disqualifying criminal offense if the individual was convicted, or found not guilty by reason of insanity, in a civilian or military jurisdiction for the following offenses, within the **past ten (10) years** from completion of sentence for the offense preceding the date of the application:

- (1) Extortion.
- (2) Felony involving—
 - (i) Theft;
 - (ii) Dishonesty, fraud or misrepresentation, including identity fraud and money laundering;
 - (iii) Unlawful sale, distribution, manufacture, import or export of a controlled substance that resulted in the conviction of an A Felony in the New York State Penal Law, or any comparable law in any State, or comparable Federal law.
- (3) Conspiracy or attempt to commit any of the criminal acts listed in paragraph II.

III. An individual has a disqualifying criminal offense if the individual was convicted, or found not guilty by reason of insanity, in a civilian or military jurisdiction for the following offenses, within the **past five (5) years** from completion of sentence for the offense preceding the date of the application:

- (1) Violent Felony Offenses (as defined in the New York State Penal Law §70.02) or any comparable law in any State.
- (2) Conspiracy or attempt to commit any criminal act listed in paragraph III.

APPENDIX D

Secure Worker Access Consortium (S.W.A.C.)

Secure Worker Access Consortium (S.W.A.C.) is accessed by an online application that enables the secure collection, processing, maintenance and real-time positive identity verification (PIV) of individuals. As of January 29, 2007, S.W.A.C. is the only Port Authority approved provider to be used to conduct background screening, except as otherwise required by federal law and or regulation. Additional information about S.W.A.C., corporate enrollment, online applications, and location of processing centers can be found at <http://www.secureworker.com>, or S.W.A.C. may be contacted at (877) 522-7922.

o Consultants / Contractors

- o Step 1: - A firm representative completes the Corporate Membership Application Form online at www.secureworker.com. Firms are encouraged to establish a Corporate Membership Account through which their workers will be processed.
- o Step 1a: Employees & Workers of Contractors — Individual completes the Individual Membership Application Form online. (A company administrator may complete this form on someone's behalf.)
- o Step 2: The applicant is photographed, provides a digital signature and presents the required identification documents at an operational S.W.A.C. Processing Center.
- o Step 3: S.W.A.C. ID Card is available for pickup. The typical length of the process is one week. To verify that an ID Card is ready for pickup, call (877) 522-7922.

o Individuals

- o Go to any operational S.W.A.C. Processing Center and the agent will assist you through the application process. A method of payment will be required. Required identification documents will need to be presented.

- **S.W.A.C. Processing Centers** - check the S.W.A.C. website to verify the locations, and days and times of operation of the Processing Centers.

George Washington Bridge Port
 Authority Administration Building, Main
 Lobby
 220 Bruce Reynolds Boulevard
 Bridge Plaza South
 Fort Lee, NJ 07024
 Tuesdays, 6:00 AM to 12:00PM

LaGuardia Airport (LGA)
 Port Authority Administration Building
 Hanger #7S, 2nd Floor
 Flushing, NY 11371
 Wednesdays, 6:00AM to 12:00PM

John F. Kennedy International Airport
 Building #14
 RE's Office Conference Room
 Jamaica, NY
 * Fridays, 6:00AM to 12:00PM

Newark Liberty International Airport
 (EWR)
 70 Brewster Road
 Building #70 Lobby
 Newark, NJ 07114
 Mondays & Thursdays, 7:30AM to
 3:30PM

Port Authority Bus Terminal
 625 Eighth Avenue (at 40th Street)
 South Wing, 2nd Floor
 New York, NY 10018
 Tuesdays, 6:00AM to 12:00PM

Journal Square Transportation Center
 (JSTC)
 One PATH Plaza
 Concourse Level
 (to right of EXCEL Federal Savings)
 Jersey City, NJ 07306
 Monday, Wednesday, and Friday,
 7:30AM to 1:30PM.

Port Ivory Marine Terminal
 40 Western Avenue
 (near the Goethels Bridge)
 RE's office - 1st Floor
 Staten Island, NY 10303
 Tuesdays, 6:00AM to 12:00PM

World Trade Center
 65 Trinity Place
 (corner of Exchange Alley, across from
 SYMS clothing store)
 New York, NY 10006
 Monday through Friday, 6:00 AM to
 12:00 PM

APPENDIX E

[insert department name] DEPARTMENT

PORT AUTHORITY OF NY & NJ

CONFIDENTIAL PRIVILEGED INFORMATION

"WARNING": The attached is the property of The Port Authority of New York and New Jersey (PANYNJ). It contains information requiring protection against unauthorized disclosure. The information contained in the attached document cannot be released to the public or other personnel who do not have a valid need to know without prior written approval of an authorized PANYNJ official. The attached document must be controlled, stored, handled, transmitted, distributed and disposed of according to PANYNJ Information Security Policy. Further reproduction and/or distribution outside of the PANYNJ are prohibited without the express written approval of the PANYNJ.

At a minimum, the attached will be disseminated only on a need to know basis and when unattended, will be stored in a locked cabinet or area offering sufficient protection against theft, compromise, inadvertent access and unauthorized disclosure.

Document Control Number: CP-[insert dept acronym]- [insert year]-[insert sequential number] – [insert copy number]

APPENDIX F

[insert address of Recipient]

Date:

From:

The [insert department, division or project name] is providing a copy of the following items to (insert recipient's name and address).

Description	Date	Copy Number
Describe item	00/00/00	CP-[dept abbreviation]- XX-XX-XX

Upon receipt, the items listed above must be safeguarded in accordance with the procedures identified in the "The Port Authority of New York & New Jersey Information Security Handbook " dated October 15, 2008.

PLEASE SIGN AND RETURN TO:

Document Control
[insert Port Authority department, division or unit]
Attn: [SIM or SPM}
[Address]

I acknowledge receipt of the above items listed above and accept full responsibility for the safe handling, storage and transmittal elsewhere of these items.

Name (PRINT): _____

Organization: _____

Signature: _____

Date: _____

Title: _____



APPENDIX G

GUIDELINES FOR THE STORAGE OF CONFIDENTIAL INFORMATION

I. GENERAL

This section describes the preferred methods for the physical protection of Confidential Information in the custody of PANYNJ personnel and their contractors, consultants, architects, engineers, et al. Where these requirements are not appropriate for protecting specific types or forms of such material, compensatory provisions shall be developed and approved by the Chief Information Security Officer (CISO). Nothing in this guideline shall be construed to contradict or inhibit compliance with any applicable law, statute or code. Cognizant Security Information Managers (SIM) shall work to meet appropriate security needs according to the intent of this guideline and at acceptable cost.

II. CONFIDENTIAL INFORMATION STORAGE

A. Approved Containers

The following storage containers are approved for storage of PANYNJ Confidential Information:

1. A safe or safe-type steel file container that has a built-in three- position dial combination lock or electronic combination lock.
2. Any steel file cabinet that has four sides and a top and bottom (all permanently attached by welding, rivets or peened bolts so the contents cannot be removed without leaving visible evidence of entry) and is secured by a rigid metal lock bar and an approved key operated or combination padlock. The keepers of the rigid metal lock bar shall be secured to the cabinet by welding, rivets, or bolts so they cannot be removed and replaced without leaving evidence of the entry. The drawers of the container shall be held securely so their contents cannot be removed without forcing open the drawer.



B. Approved Locks and Locking Devices

The following locks and locking devices are approved for storage of PANYNJ Confidential Information:

1. Any restricted keyway 7-pin tumbler lock or equivalent pick resistant lock where the keys are clearly marked "Do Not Duplicate."
2. A combination padlock such as a Sesamee four-position dial padlock. See photo at right.



C. Combinations to Security Containers, Cabinets, and Vaults

Only a minimum number of authorized persons shall have knowledge of combinations to authorized storage containers. Containers shall bear no external markings indicating the level of material authorized for storage therein.

1. A record of the names of persons having knowledge of the combination shall be maintained.
2. Security containers, vaults, cabinets, and other authorized storage containers shall be kept locked when not under the direct supervision of an authorized person entrusted with the contents.
3. The combination shall be safeguarded in accordance with the same protection requirements as the Confidential Information contained within.
4. If a record is made of a combination, the record shall be marked with the category of material authorized for storage in the container, i.e. CP or SSI.

D. Changing Combinations

Combinations shall be changed by a person authorized access to the contents of the container, or by the SIM or his or her designee. Combinations shall be changed as follows:

1. The initial use of an approved container or lock for the protection of Confidential Information.



2. The termination of employment of any person having knowledge of the combination, or when the Confidential Information access granted to any such person has been withdrawn, suspended, or revoked.
3. The compromise or suspected compromise of a container or its combination, or discovery of a container left unlocked and unattended.
4. At other times when considered necessary by the SIM or CISO.

E. Supervision of Keys and Padlocks

Use of key-operated padlocks are subject to the following requirements:

1. A key and lock custodian shall be appointed to ensure proper custody and handling of keys and locks used for protection of Confidential Information.
2. A key and lock control register shall be maintained to identify keys for each lock and their current location and custody.
3. Keys shall be inventoried with each change of custody.
4. Keys and spare locks shall be protected equivalent to the level of classified material involved.
5. Locks shall be replaced after loss or compromise of their operable keys.
6. Making master keys is prohibited.

F. Document Retention Areas

Due to the volume of the Confidential Information in possession, or for operational necessity, it may be necessary to construct Document Retention Areas for storage because approved containers or safes are unsuitable or impractical. Access to Document Retention Areas must be controlled to preclude unauthorized access. During hours of operation this may be accomplished through the use of a cleared person or by an approved access control device or system. Access shall be limited to authorized persons who have an NDA on file, received appropriate training on the protection of information and have a bonafide need-to-know for the Confidential Information material/information within the area. All other persons (i.e. visitors, maintenance, janitorial, etc.) requiring access shall be escorted at all times by an authorized person where inadvertent or unauthorized exposure to Confidential Information cannot otherwise be effectively prevented. During



non-working hours and during working hours when the area is unattended, admittance to the area shall be controlled by locked entrances and exits secured by either an approved built-in combination lock, an automated access control system or an approved key-operated lock. Doors secured from the inside with an emergency panic bar will not require additional locking devices.

G. Construction Requirements for Document Retention Areas

This paragraph specifies the minimum safeguards and standards required for the construction of Document Retention Areas that are approved for use for safeguarding Confidential Information. These criteria and standards apply to all new construction and reconstruction, alterations, modifications, and repairs of existing areas. They will also be used for evaluating the adequacy of existing areas.

1. **Hardware:** Only heavy-gauge hardware shall be used in construction. Hardware accessible from outside the area shall be peened, pinned, brazed, or spot welded to preclude removal.
2. **Walls:** Construction may be of material offering resistance to, and evidence of, unauthorized entry into the area. If insert-type panels are used, a method shall be devised to prevent the removal of such panels without leaving visual evidence of tampering.
3. **Windows:** During nonworking hours, the windows shall be closed and securely fastened to preclude surreptitious entry.
4. **Doors:** Doors shall be constructed of material offering resistance to and detection of unauthorized entry. When doors are used in pairs, an astragal (overlapping molding) shall be installed where the doors meet.
5. **Ceilings:** Where surrounding walls do not extend to the true ceiling, the ceiling shall either be hard capped with the same construction materials as the surrounding walls or removable tiles shall be clipped in place such that they cannot be removed without destroying tiles and providing evidence of intrusion.

APPENDIX H

GUIDELINES FOR THE DISPOSAL AND DESTRUCTION OF CONFIDENTIAL INFORMATION.

I. GENERAL

This section describes the preferred methods for the disposal and destruction of Confidential Information in the custody of PANYNJ personnel and their contractors, consultants, architects, engineers, et al. Where these requirements are not appropriate for disposal or destruction of specific types or forms of such material, compensatory provisions shall be developed and approved by the Chief Information Security Officer (CISO). Cognizant Security Information Managers (SIM) shall work to meet appropriate security needs according to the intent of this guideline and at acceptable cost.

Confidential Information no longer needed shall be processed for appropriate archiving or disposal. Confidential Information approved for destruction shall be destroyed in accordance with this section. The method of destruction must preclude recognition or reconstruction of the Confidential Information or material.

All persons in possession of Confidential materials shall establish procedures for review of their Confidential holdings on a recurring basis to reduce these inventories to the minimum necessary for effective and efficient operations. Multiple copies, obsolete material, and Confidential waste shall be destroyed as soon as practical after it has served its purpose. Any appropriate downgrading actions shall be taken on a timely basis to reduce the volume and to lower the level of Confidential material being retained.

II. DISPOSAL AND DESTRUCTION

A. Destruction Requirements

All persons in possession of Confidential materials shall destroy this material in their possession as soon as possible after it has served the purpose for which it was released, developed or prepared, or as soon as possible after its designated retention period has expired.





B. Methods of Destruction

1. Generally, Confidential material shall be destroyed by commercial grade cross cut shredders located conveniently throughout the workplace for use by authorized individuals. Shred size shall not exceed 5/32" x 1 1/8".
2. Additionally, Confidential material may be destroyed by burning, pulping, melting, mutilation, chemical decomposition, or pulverizing (for example, hammer mills, choppers, and hybridized disintegration equipment) where shredding may not be appropriate. Whatever method is employed must preclude recognition or reconstruction of the Confidential Information or material.
3. Confidential material in microform, that is: microfilm, microfiche, or similar high data density material, may be destroyed by burning or chemical decomposition, or other methods as approved by the CISO.
4. Commercial destruction facilities may be used only with the approval of, and under conditions prescribed by, the SIM. When commercial destruction facilities are utilized, they shall conform to all appropriate sub-contracting requirements to include appointment of a SIM, adherence to the requirements of the PANYNJ Information Security Handbook, receiving required security training and properly executing a Non-Disclosure and Confidentiality Agreement (NDA).
5. Electronically Stored Confidential Information must be deleted from all computer hard drives, tapes, CD's, DVD's, memory, and/or magnetic, analog, or digital media used to store or transport digital files. The device used to store or transport any Confidential file will require a bit-by-bit overwrite of the storage area used by the file. This overwrite process will write random data to each data byte that was previously occupied by Confidential Information, and will do so a minimum of seven (7) times. This will protect against having the deleted file recovered using data recovery tools. Commercial tools are available to automate this process.



C. Witness to Destruction

Confidential material shall only be destroyed by authorized personnel, whether in-house or contracted, who meet all of the PANYNJ criteria for awarding access authorization, have met all training requirements, have a properly executed NDA on file and have a full understanding of their responsibilities to ensure proper control of the materials while in their possession and complete destruction thereof.

D. Destruction Records

Confidential Information is accountable and therefore any disposal in approved waste containers or destruction via convenience shredders must be reported to the issuing SIM, or his/her document control representative, indicating which documents were disposed/destroyed and the date of such action.

Confidential waste shall be destroyed as soon as practical. This applies to all waste material containing Confidential Information. Pending destruction, Confidential waste shall be appropriately safeguarded. (See also Appendix G - Guidelines for the Storage of Confidential Information.)

III. CONFIDENTIAL WASTE

A. Approved Receptacles

1. Receptacles utilized to accumulate Confidential waste shall be constructed of substantial materials that would provide evidence of tampering. Hinges and lids shall not be removable while the container is secured without leaving evidence thereof.
2. All such receptacles shall be clearly identified as containing Confidential material.
3. Slots shall be provided in such receptacles that allow for easy deposit of materials for destruction but preclude removal of deposited waste by insertion of a person's hand or tool.



4. Locks, and the control thereof, on all Confidential waste receptacles shall meet or exceed the requirements of the PANYNJ Guideline for Storage of Confidential Information.

B. Oversize Waste Materials

PANYNJ projects often involve large drawings and other materials associated with construction projects, which cannot be conveniently disposed of via office shredders or placed in typical slots on secure trash receptacles. In no cases shall such material be permitted to be placed or accumulate adjacent to secure receptacles while awaiting destruction. Oversize materials awaiting destruction may be stored as follows:

1. Within an approved Document Retention Area.
2. Within a specially constructed secure waste receptacle where disposal slots have been specifically designed for accepting rolled drawings or other oversize materials and preclude the removal there from.
3. Within a standard secure waste receptacle where the receptacle has been opened by an authorized individual to allow placement of the oversized item(s) into the container and it has been secured thereafter.



APPENDIX I

Audit Procedures

COMPANY / ORGANIZATION

- Is the Company Non-Disclosure and Confidentiality Agreement properly executed and maintained in current status?
- Has a senior management official been designated as Security Information Manager (SIM), as required by the Handbook for Protecting Security Information? Has a deputy SIM been identified?

ACCESS AUTHORIZATIONS

- Has a Non-Disclosure Agreement been executed by each employee who has been afforded access?
- Is a current record maintained of all employees authorized access to Confidential Information at the firm?
- Does the contractor provide a roster of all cleared employees to the PA as required? Is it current?

SECURITY EDUCATION

- Does the contractor provide that all employees who have access to Confidential Information with security training and briefings commensurate with their involvement with the information?
- Are contractors who employ persons at other locations ensuring the required security training?
- Are the Non-Disclosure Agreements executed by employees prior to accessing the sensitive information?
- Do initial security briefings contain the minimum required information?
- Does the contractor's security education program include refresher security briefings?
- Are employees debriefed at the time of a termination, reassignment or project's completion regarding the requirements for continued safeguarding of Confidential



Information?

- Has the contractor established internal procedures that ensure authorized awareness of their responsibilities for reporting pertinent information to the SIM?
- Has the contractor established a graduated scale of administrative disciplinary action to be applied against employees who violate the Handbook?
- Are employees aware of Emergency Procedures?
- Does management support the program for safeguarding Port Authority Confidential and Privileged Security Information?

STANDARD PRACTICE PROCEDURES

- Is the Confidential Information Practice and Procedures (“CIPP”) document current and does it adequately implement the requirements of the Handbook?
- A CIPP only needs to be prepared when the Departmental Information Security Officer (“DISO”) believes it necessary for the proper safeguarding of Confidential Information.

SUBCONTRACTING

- Have all Subcontractors properly executed the Non-Disclosure and Confidentiality Agreement?
- Has a Non-Disclosure Agreement been executed by each of the Subcontractor's employees who has been afforded access?
- Is a current roster maintained of all Subcontractor employees authorized access to Confidential Information at the firm?
- Does the Subcontractor provide this roster to the Prime Contractor's SIM as required? Is it current? Does it include the date that the agreement was signed? Is it included in the Prime Contractor's Team Roster?
- Does the contractor complete all actions required in the Handbook prior to release or disclosure of Port Authority Confidential Information to subcontractors? Has the Subcontractor been provided a Handbook?
- Has a senior management official of the Subcontractor been designated as the Security Information Manager (SIM), if required by a CIPP?



- Has a deputy SIM been identified?
- Is the safeguarding capability of all subcontractors determined as required?
- Is the requirement to abide by security procedures identified in the Handbook incorporated into each subcontract?
- Does the Subcontractor have an adequate understanding of the Handbook's requirements and the types of information that require safeguarding?

VISIT CONTROL

- Are procedures established to ensure positive identification of visitors prior to disclosure of Confidential Information?

CLASSIFICATION

- Does the contractor have adequate procedures for evaluating Confidential material being created, extracted, or summarized?
- Is contractor-developed Confidential Information appropriately marked, and protected?

PUBLIC RELEASE

- Does the contractor obtain the approval of the Port Authority prior to public disclosure of *ANY* information pertaining to a security program contract?

STORAGE

- Has the contractor established a system of security checks at the close of each working day to ensure that sensitive material is secured?
- How would the Confidential material be safeguarding during an emergency?
- Is a record of the names of persons having knowledge of the combinations to security containers maintained?
- When combinations to containers are placed in written form, are they stored appropriately?
- Do authorized persons, when required, change combinations to security



containers?

MARKINGS

- Is all Confidential material, regardless of its physical form, marked properly?
- Is all Confidential material marked to show the name and address of the facility responsible for its preparation and the date of preparation?
- Are overall markings marked conspicuously as required?
- Are protective markings applied to Confidential compilations if required?

TRANSMISSION

- Is Confidential Information properly prepared for transmission outside the facility?
- Are Transmittal Receipts included with Confidential Information if required?
- Is a suspense system established to track transmitted documents until the signed receipt is returned?
- Are authorized methods used to transmit Confidential material outside the facility?
- Is the NDA of the receiving facility determined prior to transmission of Confidential Information?

CONFIDENTIAL INFORMATION CONTROLS

- Do contractor employees understand their safeguarding responsibilities?
- Is the contractor's accountability system capable of facilitating the retrieval and disposition of Confidential material as required?
- Are external receipts and dispatch records maintained as required?
- Is all Confidential material received at the contractor facility and delivered directly to designated personnel?



- Do contractor employees promptly report the loss, compromise, or suspected compromise of Confidential Information to the SIM?

DISPOSITION

- Is a program established to review Confidential retention on a recurring basis for the purpose of reduction?
- Is Confidential material destroyed as soon as possible after it has served its purpose?
- Does the contractor employ an effective method of destruction?
- Is Confidential material destroyed by the appropriate employees?
- Is Confidential waste properly safeguarded until its timely destruction?

REPRODUCTION

- Does the facility's reproduction control system keep reproduction of Confidential material to a minimum?
- Is the reproduction of Confidential Information accomplished only by properly authorized, and knowledgeable employees?
- Is reproduction authorization obtained as required?
- Are reproductions of Confidential material reviewed to ensure that the markings are proper and legible?

AUTOMATED INFORMATION SYSTEMS (AIS)

- Are appropriate physical controls being exercised over approved AIS?
- Are AIS media containing Confidential Information handled in a manner consistent with the handling of Confidential documents?
- Are all AIS storage media, internal memory, and equipment, that contain Confidential Information, properly sanitized prior to removal from protection?

Suggested Questions When Interviewing Employees NOT Authorized Access to Confidential Information:

- What is Confidential Information?
- Have you ever seen Confidential Information?
- If you found Confidential Information unprotected, what would you do?

Suggested Questions When Interviewing Employees Authorized Access to Confidential Information:

- What is your job title/responsibility?
- Which contract or program requires you to access this information?
- How do you access the information?
- How long have you been authorized access?
- When was your last access to Confidential Information?
- Have you ever had access to Confidential Information outside of this facility?
- Did anyone else from the facility accompany you?
- Did you take any Confidential notes or Confidential Information back to the facility?
- What procedures were followed to protect this information?
- Where is this information now?
- Have you ever provided access to Confidential Information to visitors?
- How did you determine their need-to-know?
- Have you ever been approached by anyone requesting Confidential Information?
- Do you ever work overtime and access Confidential Information?
- When was the last time that you had a security briefing?
- What can you recall from this briefing?
- Have you ever been cited for a security violation?
- What would YOU do if YOU committed a security violation or discovered one?
- Do you have the combination to any storage containers?

- Who other than yourself has access to these containers?
- Is a record maintained of the safe combination? If so, where?
- Do you reproduce or generate Confidential Information?
- Where do you typically work when you generate Confidential Information?
- What procedures do you follow to protect Confidential Information while working on it?
- Do you ever use a computer to generate Confidential Information? How do you mark this Information?
- Please produce the guidance that you used. Is it accurate?
- What procedures do you employ when hand carrying Confidential material?
- Have you reproduced Confidential Information? Describe the procedures.
- Have you destroyed Confidential Information? What procedures were used?
- Do you have any questions regarding security?

ATTACHMENT B: PART II - STANDARD CONTRACT TERMS AND CONDITIONS

PART I GENERAL DEFINITIONS..... 3

PART II GENERAL PROVISIONS..... 4

1. Facility Rules and Regulations of The Port Authority 4

2. Contractor Not An Agent..... 4

3. Contractor's Warranties 5

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

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

6. Rights and Remedies of the Port Authority 6

7. Rights and Remedies of the Contractor 6

8. Submission To Jurisdiction..... 6

9. Harmony 7

10. Claims of Third Persons 7

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

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

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

14. Default, Revocation or Suspension of Contract 8

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

16. No Estoppel or Waiver 11

17. Records and Reports 11

18. General Obligations 12

19. Assignments and Subcontracting..... 14

20. Indemnification and Risks Assumed By The Contractor 14

21. Approval of Methods..... 15

22. Safety and Cleanliness..... 15

23. Accident Reports 15

24. Trash Removal..... 16

25. Lost and Found Property 16

26. Property of the Contractor 16

27. Modification of Contract 16

28. Invalid Clauses..... 16

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

30. Intellectual Property..... 17

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

32. Designated Secure Areas 18

33. Notification of Security Requirements 18

34. Construction In Progress..... 20

35. Permit-Required Confined Space Work 20

36. Signs 20

37. Vending Machines, Food Preparation 21

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

39. Time is of the Essence 22

40. Holidays..... 22

41. Personnel Standards..... 22

42. General Uniform Requirements for Contractor’s Personnel 22

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

44. Contractor’s Vehicles – Parking - Licenses..... 23

45.	Manager’s Authority.....	23
46.	Price Preference	23
47.	M/WBE Good Faith Participation	24

PART III CONTRACTOR'S INTEGRITY PROVISIONS..... 25

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

STANDARD CONTRACT TERMS AND CONDITIONS

PART I GENERAL DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART II GENERAL PROVISIONS

1. Facility Rules and Regulations of The Port Authority

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

2. Contractor Not An Agent

This Agreement does not constitute the Contractor the agent or representative of the Port Authority for any purpose whatsoever except as may be specifically provided in this Agreement. It is hereby specifically

acknowledged and understood that the Contractor, in performing its services hereunder, is and shall be at all times an independent Contractor and the officers, agents and employees of the Contractor shall not be or be deemed to be agents, servants or employees of the Port Authority.

3. Contractor's Warranties

The Contractor represents and warrants:

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

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

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

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

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

4. Personal Non-Liability

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

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

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

6. Rights and Remedies of the Port Authority

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

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

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

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

7. Rights and Remedies of the Contractor

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

8. Submission To Jurisdiction

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

The Contractor agrees that the service of process on the Contractor in relation to such jurisdiction may be

made, at the option of the Port Authority, either by registered or certified mail addressed to it at the address of the Contractor indicated on the signature sheet, or by actual personal delivery to the Contractor, if the Contractor is an individual, to any partner if the Contractor be a partnership or to any officer, director or managing or general agent if the Contractor be a corporation.

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

9. Harmony

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

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

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

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

10. Claims of Third Persons

The Contractor undertakes to pay all claims lawfully made against it by subcontractors, suppliers and workers, and all claims lawfully made against it by other third persons arising out of or in connection with

or because of the performance of this Contract and to cause all subcontractors to pay all such claims lawfully made against them.

11. No Third Party Rights

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

12. Provisions of Law Deemed Inserted

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

13. Costs Assumed By The Contractor

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

14. Default, Revocation or Suspension of Contract

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

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

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

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

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

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

by any of the stockholders of the Contractor, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any State thereof; or

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

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

c. If any of the following shall occur:

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

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

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

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

Authority shall pay the Contractor interest thereon at the rate of 6% per annum for the period of the delay, it being agreed that such interest shall be in lieu of and in liquidation of any damages to the Contractor because of such delay.

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

15. Sales or Compensating Use Taxes

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

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

16. No Estoppel or Waiver

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

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

17. Records and Reports

The Contractor shall set up, keep and maintain (and shall cause its subcontractors to set up, keep and

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

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

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

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

18. General Obligations

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

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

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

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

manner.

- h. The Contractor shall provide such equipment and medical facilities as may be necessary to supply first aid service in case of accidents to its personnel who may be injured in the furnishing of service hereunder. The Contractor shall maintain standing arrangements for the removal and hospital treatment of any of its personnel who may be injured.

19. Assignments and Subcontracting

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

20. Indemnification and Risks Assumed By The Contractor

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

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

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

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

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

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

21. Approval of Methods

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

22. Safety and Cleanliness

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

23. Accident Reports

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

damage is caused, such accidents shall be immediately reported by telephone to the aforesaid representatives of the Port Authority.

24. Trash Removal

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

25. Lost and Found Property

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

26. Property of the Contractor

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

27. Modification of Contract

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

28. Invalid Clauses

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

29. Approval of Materials, Supplies and Equipment

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

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

30. Intellectual Property

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

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

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

31. Contract Records and Documents – Passwords and Codes

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

When in the performance of the contract services the Contractor utilizes passwords or codes for any purpose, at any time during or after the performance of such services, upon written request by

the Authority, the Contractor shall make available to the designated Authority representative all such passwords and codes.

32. Designated Secure Areas

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

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

33. Notification of Security Requirements

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

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

- Contractor/ Subcontractor identity checks and background screening

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

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

As of January 29, 2007, the Secure Worker Access Consortium (S.W.A.C.) is the only Port Authority approved provider to be used to conduct background screening and personal identity verification, except as otherwise required by federal law and/or regulation (such as the Transportation Worker Identification Credential for personnel performing in secure areas at Maritime facilities). Information about S.W.A.C., instructions, corporate enrollment, online applications, and location of processing centers can be found at <http://www.secureworker.com>, or S.W.A.C. may be contacted directly at (877) 522-7922 for more information and the latest pricing. The cost for said background checks for staff that pass and are granted a credential shall be reimbursable to the Contractor (and its subcontractors) as an out-of-pocket expense

as provided herein. Staff that are rejected for a credential for any reason are not reimbursable.

- Issuance of Photo Identification Credential

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

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

- Access control, inspection, and monitoring by security guards

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

- Compliance with the Port Authority Information Security Handbook

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

- (1) require that the Contractor and subcontractors, when appropriate, sign Non-Disclosure Agreements (NDAs), or an Acknowledgment of an existing NDA, provided by the Authority as a condition of being granted access to Confidential Information categorized and protected as per the Handbook;
- (2) require that individuals needing access to CI be required to undergo a background check, pursuant to the process and requirements noted in § 3.2 of the Information Security Handbook.

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

- Audits for Compliance with Security Requirements

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

34. Construction In Progress

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

35. Permit-Required Confined Space Work

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

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

36. Signs

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

37. Vending Machines, Food Preparation

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

38. Confidential Information/Non-Publication

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

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

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

d. The Contractor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or to the fact that goods have been, are being or will be

provided to it and/or that services have been, are being or will be performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

39. Time is of the Essence

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

40. Holidays

The following holidays will be observed at the Site:

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

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

41. Personnel Standards

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

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

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

42. General Uniform Requirements for Contractor’s Personnel

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

43. Labor, Equipment and Materials Supplied by the Contractor

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

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

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

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

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

44. Contractor's Vehicles – Parking - Licenses

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

45. Manager's Authority

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

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

46. Price Preference

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

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

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

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

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

47. M/WBE Good Faith Participation

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

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

- a. Dividing the services and materials to be procured into small portions, where feasible.
- b. Giving reasonable advance notice of specific contracting, subcontracting and purchasing opportunities to such MBEs/WBEs as may be appropriate.
- c. Soliciting services and materials, to be procured, from the Directory of MBEs/WBEs, a copy of which can be obtained on the Port Authority Website at <http://www.panynj.gov/business-opportunities/supplier-diversity.html> or by contacting the Port Authority's Office of Business Diversity and Civil Rights at (212) 435-7819 or seeking MBEs/WBEs from other sources.
- d. Insuring that provision is made to provide progress payments to MBEs/WBEs on a timely basis.
- e. Observance of reasonable commercial standards of fair dealing in the respective trade or business.

Either prior or subsequent to Contract award, the Contractor may request a full or partial waiver of the M/WBE participation goals set forth in this Contract by providing documentation demonstrating to the Manager, for approval by the Port Authority's Office of Business Diversity and Civil Rights, that its good faith efforts did not result in compliance with the goals set forth above because participation by eligible M/WBEs could not be obtained at a reasonable price or that such M/WBEs were not available to adequately perform as subcontractors. The Contractor shall provide written documentation in support of its request to the Manager. The documentation shall include, but not be limited to, documentation demonstrating good faith efforts as described above, which may include, proof that the Authority's directory does not contain M/WBEs in this specific field of work, a list of organizations contacted to obtain M/WBEs, and/or a list of M/WBEs contacted and their price quotes. If approved by the Authority's Office of Business Diversity and Civil Rights, the Manager will provide written approval of the modified or waived M/WBE Participation Plan.

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

subcontractor with the Contractor's own forces, shall be a violation of this section. Progress toward attainment of M/WBE participation goals set forth herein will be monitored throughout the duration of this Contract.

The Contractor shall also submit to the Manager, along with invoices, the Statement of Subcontractor Payments as the M/WBE Participation Report, annexed hereto as an attachment. The Statement must include the name and business address of each M/WBE subcontractor and supplier actually involved in the Contract, a description of the work performed and/or product or service supplied by each such subcontractor or supplier, the date and amount of each expenditure, and such other information that may assist the Manager in determining the Contractor's compliance with the foregoing provisions.

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

PART III CONTRACTOR'S INTEGRITY PROVISIONS

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

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

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

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

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

- a. the prices in its bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- b. the prices quoted in its bid have not been and will not be knowingly disclosed directly or indirectly by the Bidder prior to the official opening of such bid to any other bidder or to any competitor;
- c. no attempt has been made and none will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
- d. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996, (a copy of which is available upon request) nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;
- e. no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Bidder for the purpose of securing business, has been employed or retained by the Bidder to solicit or secure this Contract on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency; and
- f. the Bidder has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Contract.
- g. no person or organization has been retained, employed or designated on behalf of the Bidder to impact any Port Authority determination, where the solicitation is a Request for Proposals, with respect to (i) the solicitation, evaluation or award of this Contract, or (ii) the preparation of specifications or request for submissions in connection with this Contract.

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

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

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

In any case where the Bidder cannot make the foregoing certifications, the Bidder shall so state and shall furnish with the signed bid a signed statement which sets forth in detail the reasons therefor. If the Bidder is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its bid, setting forth in such statement the reasons for its uncertainty. With respect to the foregoing certification in paragraph "2g", if the Bidder cannot make the certification, it shall provide, in writing, with the signed bid: (i) a list of the name(s), address(es), telephone number(s), and place(s) of

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

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

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

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

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

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

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

4. Contractor Responsibility, Suspension of Work and Termination

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

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

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

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

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

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

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

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

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

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

6. Conflict of Interest

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

7. Definitions

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

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

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

Investigation - Any inquiries made by any federal, state or local criminal prosecuting and/or law enforcement agency and any inquiries concerning civil anti-trust investigations made by any federal, state or local governmental agency. Except for inquiries concerning civil anti-trust investigations, the

term does not include inquiries made by any civil government agency concerning compliance with any regulation, the nature of which does not carry criminal penalties, nor does it include any background investigations for employment, or Federal, State, and local inquiries into tax returns.

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

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

If the solicitation is a Request for Proposal:

Bid - shall mean Proposal;

Bidder - shall mean Proposer;

Bidding - shall mean submitting a Proposal.

In a Contract resulting from the taking of bids:

Bid - shall mean bid;

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

Contractor

Bidding - shall mean executing this Contract.

In a Contract resulting from the taking of Proposals:

Bid - shall mean Proposal;

Bidder - shall mean Proposer;

Bidding - shall mean executing this Contract.

ATTACHMENT G – Procurement M/WBE Participation Plan

PROCUREMENT M/WBE PARTICIPATION PLAN PA 3749B / 12-11

Office of Business Diversity and Civil Rights

PAGE: _____ OF _____

NOTE: The Proposer/Bidder shall submit to the Manager, Line/Facility Dept. Form PA 3749C - MODIFIED PLAN for any changes to the original plan: i.e.; subcontractor, dollar amount or work performed. If more than 1 page is used, complete totals on last page.

Purchase Order #: _____
 Proposer/Bidder Name: _____

Contract Description: _____

Mailing Address: _____

Contract Amount: _____

Telephone Number: _____

Contract Goals: MBE _____ WBE _____

Name, Address, Phone Number of PA Certified M/WBE subcontractor (including name of contact person)	Indicate MBE or WBE	Description of Work, Services to be provided. Where applicable, specify, "supply" or "install or both "supply" and "install."	Anticipated date work will start and finish	Approximate \$ amount of M/WBE Subcontract	M/WBE % of Total Contract Amount
TOTAL:					

Signature of Contractor: _____

Print Name: _____

Title: _____ Date: _____

FOR OBDCR USE ONLY	
Contract Goals: <input type="checkbox"/> Approved <input type="checkbox"/> Waived <input type="checkbox"/> Rejected	
Reviewed by: _____	
OBDCR Business Development Representative	
Print Name: _____	Date: _____

Distribution: Original – OBDCR; Copy 2 –Manager, Line/Facility Department; Copy 3 –Proposer/Bidder, Copy 4 – Procurement Dept – Award File

INSTRUCTIONS

PROPOSER INSTRUCTIONS: In accordance with Section 6. M/WBE Subcontracting Provisions, the proposer shall submit this form as the M/WBE Participation Plan and/or good faith documentation as part of Section 8. Proposal Submission Requirements.

BIDDER INSTRUCTIONS: In accordance with Part 1, Section 17 of the contract book, the bidder shall submit this form as the M/WBE Participation Plan and/or best efforts documentation with their bid to the Procurement Department.

MANAGER/DESIGNEE INSTRUCTIONS: After a review of the submitted M/WBE Participation plan, forward to the Office of Business Diversity and Civil Rights via fax at (212) 435-7828 or PAD to 233PAS 4th Floor for review and approval. Approved/waived/rejected plan will be returned within 5 business days of receipt of this document. Manager/Designee will advise vendor of the results of the M/WBE Participation Plan review.

STATEMENT OF SUBCONTRACTOR PAYMENTS **PA3968 / 03-09**

M/WBE Participation Report

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

Contract/PO No.: _____

Date of Invoice: _____

Contract Title: _____

Committed M/WBE Goals: M _____ W _____

Prime Contractor Name: _____

Contract/PO Amount: _____

Award Date: _____

Completion Date: _____

PA Project Manager: _____

M/WBE Participation to Date: M _____ W _____

Subcontractor's Name	Address & Phone #	Description of Work Performed or Materials Supplied	M/WBE Status	Total Contract Amount Awarded	Total Previous Requests	Amount Paid to Date	Amount of This Request

In connection with the above-captioned contract: I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of this company, and that the following Minority and Women Business Enterprises have been contracted with and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on the above captioned contract; that there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated; and that this is a full, true, and complete statement of all such MBEs/WBEs and of the amounts paid, due, and to become due to them.

Signature

Print Name

Title

Date

ATTACHMENT H – Certified Environmentally Preferable Products/Practices

Proposer Name: _____ Date: _____

In line with the Port Authority’s efforts to promote products and practices which reduce our impact on the environment and human health, Proposers are encouraged to provide information regarding their environmentally preferable/sustainable business practices as they relate to this contract wherever possible. Proposers **must** complete this form and submit it with their response, if appropriate. Proposers **must** submit appropriate documentation to support the items for which the Proposer indicates a “Yes” and present this documentation in the proper sequence of this Attachment.

1. Packaging

Has the Proposer implemented any of the following environmental initiatives? (A **checkmark indicates “Yes”**)

_____ Use of corrugated materials that exceed the EPA recommended post-consumer recycled content

_____ Use of other packaging materials that contain recycled content and are recyclable in most local programs

_____ Promotes waste prevention and source reduction by reducing the extent of the packaging and/or offering packaging take-back services, or shipping carton return

_____ Reduces or eliminates materials which have been bleached with chlorine or chlorine derivatives

_____ Eliminates any packaging that may contain polyvinyl chloride (PVC), or polystyrene or heavy metals

If yes, a description of the practices being followed must be included with the submission.

2. Business Practices / Operations / Manufacturing

Does the Proposer engage in practices that serve to reduce or minimize an impact to the environment, including, but not necessarily limited to, the following items? (A **checkmark indicates “Yes”**)

_____ Recycles materials in the warehouse or other operations

_____ Use of alternative fuel vehicles or vehicles equipped with diesel emission control devices for delivery or transportation purposes

_____ Use of energy efficient office equipment or signage or the incorporation of green building design elements

_____ Use of recycled paper (that meets federal specifications) in their marketing and/or resource materials

_____ Other sustainable initiative

If yes, a description of the practices being followed must be included with the submission.

3. Training and Education

Does the Proposer conduct/offer a program to train or inform customers and employees of the environmental benefits of the products to be offered under this contract, and/or does the Proposer conduct environmental training of its own staff?

Yes No If yes, Proposer must attach a description of the training offered and the specific criteria targeted by the training.

4. Certifications

Has the Proposer or any of its manufacturers and/or subcontractors obtained any of the following product / industry certifications? **(A checkmark indicates “Yes”)**

____ ISO 14000 or adopted some other equivalent environmental management system

____ Other industry environmental standards (where applicable), such as the CERES principles, LEED Certification, C2C Protocol, Responsible Care Codes of Practice or other similar standards

____ Third Party product certifications such as Green Seal, Scientific Certification Systems, Smartwood, etc.

If yes, Proposers must attach copies of the certificates obtained.

5. Other Environmental Criteria

Proposers are encouraged to respond to criteria specifically indicated in this RFP as “Management Approach” (and attach the appropriate documentation) to receive consideration in the evaluation.

I hereby certify, under penalty of the law that the above statements are true and correct.

Name

Date