

September 26, 2013

SUBJECT: REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT PROFESSIONAL BROKERAGE SERVICES FOR THE SUBLEASE OF SPACE WITHIN 4 WORLD TRADE CENTER ON AN “AS-NEEDED” BASIS DURING 2013 THROUGH 2016 (RFP # 34946)

Dear Sir or Madam:

The Port Authority of New York and New Jersey (Authority) is seeking Proposals in response to the subject Request for Proposals (RFP) for performance of expert professional brokerage services as required to market and sublease office space at 4 World Trade Center on an “as-needed” basis during 2013 through 2016. The Authority reserves the right, at its sole discretion, to extend the agreement for performance of said services for an additional two 1-year periods (2017 and 2018 respectively).

The scope of the services to be performed by you are set forth in Attachment A to the Authority’s standard agreement (Agreement) included herewith. You should carefully review this Agreement as it is the form of agreement that the Authority intends that you sign in the event of acceptance of your Proposal and forms the basis for the submission of Proposals. The Proposer may form a team by partnering with other entities to provide the required services

I. PROPOSER REQUIREMENTS:

The Authority will only consider proposals from those proposing firms or teams able to demonstrate compliance with the following qualification requirements:

- A. New York State real estate brokerage license;
- B. has been in real estate brokerage business for at least ten (10) years, with annual revenues of at least fifteen million dollars (\$15,000,000) per year over the past three (3) years generated from brokerage commissions related to leasing office space; and
- C. demonstrated experience in the performance of services similar to those contemplated herein.

II. PROPOSAL FORMAT REQUIREMENTS:

To respond to this RFP, the Proposer shall submit a concise proposal complying with the following basic criteria:

- A. To be acceptable, the Proposal shall be no more than 30 pages single-sided or 15 pages double-sided, using 12 point or greater font size, not including the cover letter, section dividers, Attachments B and C, certifications, licenses, and resumes. Each resume shall be a maximum of two-pages single-sided, or one-page double-sided, using 12 point or greater font size. The Proposal pages shall be numbered and bound, with “Your Firm Name,” and **RFP Number 34946** clearly indicated on the cover.
- B. Each section of the proposal shall be separated with a tab divider that is labeled in accordance with the letter of the Submission Requirement specified below.

- C. All proposals must be delivered in sealed envelopes and/or packages. Address Proposal to: The Port Authority of New York and New Jersey, 2 Montgomery Street, Jersey City, NJ 07302, Attention: RFP Custodian. You are requested to submit one (1) reproducible original and five (5) copies, along with six (6) compact disc copies, of your Proposal for review. Notwithstanding retention of the compact disc, in case of conflict, the reproducible original of the proposals and the written hard copy Agreement, if awarded, shall take precedence over material on the compact disc.
- D. In each submission to the Authority, including any return address label, information on the compact disc and information on the reproducible original and copies of the proposal, the Proposer shall use its **FULL LEGAL NAME WITHOUT ABBREVIATIONS**. Failure to comply with this requirement may lead to delays in contract award and contract payments, which shall be the responsibility of the Proposer.
- E. Your Proposal must be delivered in sufficient time so that the Authority receives it **no later than 2:00 p.m. on October 22, 2013**. The outermost cover of your submittal must include the RFP Number and the RFP title as indicated in “Subject” above. The Authority assumes no responsibility for delays caused by any delivery services.
- F. If your Proposal is to be hand-delivered, please note that only individuals with proper identification (e.g. photo identification) will be permitted access to the Authority’s offices. Individuals without proper identification will be turned away and their packages not accepted.

III. SUBMISSION REQUIREMENTS:

To respond to this RFP, provide the following information:

- A. In the front of your Proposal, a copy of Attachment B, signed by a duly authorized officer of your firm.
- B. A complete copy of Attachment C (Company Profile).
- C. Demonstrate your compliance with the experience requirements “Proposer Requirements” as noted in Section I above. Your response shall include, but not be limited to the following:
 - 1. Provide verification of being licensed and in good standing as a New York State real estate broker.
 - 2. Identify your firm’s size, capabilities and specific relevant experience in the performance of services similar to those contemplated herein.
 - a. Provide three references for confirming the performance of similar services completed within the last three years; include the name of the company, the date(s) the services were provided, the nature of the services performed, a contact name, title, address, phone number, email address and fax.
 - b. Detail your firm’s successful leasing of similar types of properties, including the time required to complete transactions, methods used to identify and contact tenants, samples of written call logs and report formats, samples of analyses of proposals and deal structures for leases signed of comparable size and price structures, samples of marketing materials and advertising, a description of how

they were developed and used as part of the leasing plan, and the budget to produce and distribute them.

3. Identify any assignments where the firm is currently an exclusive leasing agent for an entire building and/or space in excess of 200,000 rentable square feet.
- D. Qualifications and Experience of Staff, including subconsultants, who will be performing services hereunder. This shall include but is not limited to the following:
1. The resumes of all personnel (including subconsultants) who will be assigned to perform the requested services. Compile a cover sheet that lists the name(s), title(s) and license numbers of all real estate personnel.
 2. Describe the qualifications and experience of the project team that will be dedicated to working on 4 WTC subleasing for the term of the Agreement; detail relevant experience in leasing and depth of market knowledge for each team member. This shall include individual experience in leasing or subleasing buildings/floor area of similar size, scope, complexity and prominence in a dynamic and challenging marketplace. This description should include similar projects completed within the last three years that demonstrate the team's capability to perform such services. All staff proposed to be assigned to this project shall be identified, along with a description of both owner and tenant representation work in which they have played a significant role.
 3. Demonstrate the Proposed Team's:
 - a. ability to effectively represent the best interests of the Authority through sublease negotiations;
 - b. depth of market knowledge of tenants in the marketplace;
 - c. expertise in subleasing of buildings/floor area of similar size, scope and prominence, and use of relevant sales and marketing techniques; and
 - d. if proposing the use of subconsultant(s), clearly identify the nature, duration and scope of the services and provide the terms and conditions for their compensation, the estimated number of hours of subconsultant services, their MBE/WBE status and the technical qualifications of their key personnel to be assigned to the subject project.
- E. A detailed description of the proposed technical approach to be taken and staffing analysis, for the performance of the required services. Factors to be addressed in your technical approach shall include, but are not limited to the following:
1. Proposed methodology and strategy for the performance of the specific services outlined in Attachment A.
 2. Provide an explanation of how an effective and productive prospective tenant inquiry management system will operate.
 3. Proposed staffing analysis for performance of the tasks listed in Attachment A. The staffing analysis shall include the names, titles, and number of hours to be spent by each person performing the required services on a task-by-task basis over the term of the Agreement.

4. Given the unique nature of the World Trade Center redevelopment area, including its history and abundance of new office space within the Downtown Manhattan market, clearly state your understanding of the challenges presented in subleasing a significant portion of 4 World Trade Center. In particular, indicate how you propose to address the issues of pricing, security, location, competition, the mix of public and private sector tenants, and site history.
 5. Describe the components of a marketing plan that addresses the Proposer's understanding of 4WTC. In particular, how will the sublease space be marketed and differentiated from other available commercial space at the World Trade Center and surrounding area. This plan should reflect the Proposer's capabilities and knowledge of the marketplace, its experience with subleasing/buildings/floor area of similar size, scope and prominence, and recommend market-specific subleasing and marketing techniques, based on past performance. Where specific subleasing credentials and building comparables are cited, budgets supporting those outreach efforts should be included in the proposal. A methodology for paying all marketing and other expenses should be described.
- F. Proposed Management Approach for performance of the required services to include but not be limited to the following:
1. the role(s) of each team member, and the degree to which team members will be able to commit the firm's resources to the performance of the required services by indicating their other commitments within the firm;
 2. proposed approach and schedule for keeping the Authority apprised of the project status;
 3. proposed approach to ensuring the quality of the work product to be produced;
 4. proposed plan for replacing team members with others of comparable expertise and experience in the event that there arises a need for change in the proposed team during the term of the Agreement.
- G. A complete list of your firm's or team's affiliates.
- H. If the Proposer or any employee, agent, sub-agent or subcontractor of the Proposer may have, or may give the appearance of a possible conflict of interest; the Proposer shall include in its proposal a statement describing the nature of the conflict. Specifically, it is possible that the Proposer may also represent a tenant as a tenant broker. Describe measures the Proposer will implement to minimize or eliminate a conflict of interest. The Authority reserves the right to disqualify the Proposer if, in its sole discretion, any interest disclosed from any source could create, or give the appearance of, a conflict of interest. The Authority's determination regarding any question(s) of conflict of interest shall be final.
- I. The Proposer shall submit a compensation package that includes methodology for calculating brokerage fees. The Proposer shall be compensated solely on a commission basis. The Broker shall include a schedule indicating the timing for the payment of commissions over the term of a tenant lease as well as the commission schedule for lease extensions, options or expansion of a tenant's space in 4 WTC. Please note that the Proposer is not entitled to commissions on subleases currently under negotiation with the

Port Authority prior to contract execution or for leases arising from Port Authority business partners and project teams.

J. The Proposer is expected to agree with the standard agreement and its terms and conditions. You should therefore not make any changes in this standard agreement, nor restate any of its provisions in your Proposal or supporting material. However, if the Proposer has any specific exceptions, such exceptions should be set forth in a separate letter included with its response to this RFP. The Authority is under no obligation to entertain or accept any such specific exceptions. Exceptions raised at a time subsequent to proposal submission will not be accepted.

K. Background Qualification Questionnaire (BQQ)

The Proposer shall submit a completed Background Qualification Questionnaire (BQQ), required for itself and all subconsultants, subcontractors and vendors 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

IV. SELECTION PROCESS:

The qualifications based selection process for performance of the subject services shall include consideration of the following factors, listed in order of importance:

- A. Qualifications and experience of the staff proposed to perform services hereunder, including subconsultants;
- B. Qualifications and experience of the firm, including the quality of similar services provided to others and the demonstrated ability to complete the services within a specified time period;
- C. Technical approach for the performance of services hereunder; and
- D. Management Approach for performance of the contemplated services.

After consideration of these factors, the Authority may enter into negotiations with the firm (or firms) deemed best qualified in terms of the foregoing factors to perform the required services.

V. ORAL PRESENTATIONS:

After review of all proposal submissions, an oral presentation to the selection committee and others, as appropriate, may be requested. It should be noted that firms selected to make presentations might be given brief advance notice. Presentations will be limited to 30-minutes, and include the material contained in your proposal. The presentation will be followed by an approximately 30-minute question and answer session. The proposed Project Manager, who may be supported by no more than five (5) other senior staff members who are proposed to work on this project, shall lead proposer's staff providing the presentation. Please provide the name and e-mail address of the person who should be contacted for presentation scheduling, if applicable, as well as an alternative in the event that person is unavailable.

VI. ADDITIONAL INFORMATION:

If your firm is selected for performance of the subject services, the agreement you will be asked to sign will include clauses entitled “Certification of No Investigation (Criminal or Civil Anti-Trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Information” and “Non-Collusive Proposing, and Code of Ethics Certification; Certification of No Solicitation Based on Commission, Percentage, Brokerage, Contingent or Other Fees”. By submitting a proposal, the Proposer shall be deemed to have made the certifications contained therein unless said Proposer submits a statement with its proposal explaining why any such certification(s) cannot be made. Such a submission shall be submitted in a separate envelope along with your proposal, clearly marked “CERTIFICATION STATEMENT”.

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

Your attention is directed to Paragraph 17 of the Authority’s Standard Agreement in which the Director has stated the goals for Minority Business Enterprise participation. A listing of certified MBE/WBE firms is available at <http://www.panynj.gov/business-opportunities/sd-mini-profile.html>.

Your attention is directed to Paragraph 18 of the Authority’s Standard Agreement regarding nondisclosure/confidentiality agreements.

After a review of all proposals received, the Authority will forward two copies of the Agreement and Attachment A thereto to the selected firm(s) who shall sign and return both copies. The return of one copy executed by the Authority will effectuate the Agreement.

All questions, if any, must be received at least five (5) working days prior to the proposal due date to Ms. Tiernan at ttiernan@panynj.gov. Neither Ms. Tiernan, nor any other employee of the Authority is authorized to interpret the provisions of this RFP or accompanying documents or give additional information as to their requirements. If interpretation or additional information is required, it will be communicated by written addendum issued by the undersigned and such writing shall form a part of this RFP, or the accompanying documents, as appropriate. For RFP updates and Addenda, if any, Proposers are encouraged to monitor the Authority website at <http://www.panynj.gov/business-opportunities/bid-proposal-advertisements.html?tabnum=6> as required to ensure that they are aware of such changes.

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

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

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

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

Sincerely yours,

Tracy Tiernan, CPPB
Solicitation Manager
Procurement Department

Attachments

ATTACHMENT A

PERFORMANCE OF EXPERT PROFESSIONAL BROKERAGE SERVICES FOR THE SUBLEASE OF SPACE WITHIN 4 WORLD TRADE CENTER ON AN “AS-NEEDED” BASIS DURING 2013 THROUGH 2016

I. BACKGROUND

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

The Authority’s facilities also include all of its wholly owned subsidiaries, such as, but not limited to, The Port Authority Trans-Hudson Corporation (PATH), that is a heavy-rail rapid-transit system, operating 24 hours a day, seven days a week, and serves as a critical link in the New York-New Jersey transportation network.

The Authority has leased approximately 600,000 square feet of space within 4 World Trade Center and plans to consolidate its corporate offices in this building by late 2014/early 2015. Subsequently, the Authority has determined that it no longer requires the entire leased area and intends to sublease up to 150,000 square feet within 4 World Trade Center. This sublease area consists of up to 3 1/2 floors, comprised of half of floor 18, and all of floors 19 through 21. Each floor consists of approximately 40,000 rentable square feet. The Authority may not sublet to more than three subtenants per floor. The Authority intends to sublease this area in a manner that maximizes the potential financial return. The building is anticipated to be available to the Authority starting in the fourth quarter of 2013.

II. SCOPE OF WORK

The services of the Consultant shall include, but not be limited to:

- identifying and securing potential sublease tenants for occupancy at 4 World Trade Center, New York City, in compliance with the Authority’s requirements;
- performing a market analysis;
- assisting in the performance of financial analyses;
- preparing draft and final reports documenting findings and recommendations, and

- meeting with Authority staff, and others as required and as approved by the Authority, in performance of the contemplated services.

III. DESCRIPTION OF CONSULTANT'S TASK

Tasks to be performed by the Consultant may include, but are not limited to:

A. REVIEW OF LEASE AND FLOOR PLATES

Review the existing lease between the Authority and 4 World Trade Center LLC as required to be fully aware of any contractual constraints or restrictions on subleases. The Consultant shall also review the functional layout of the floor plates, and assess the potential for segregation of space, as well as the security protocols related to lobby, elevator, and stair access.

Within thirty (30) calendar days of receipt of said lease, Consultant shall deliver a Draft Summary documenting its findings in review of the lease and floor space. The Draft Summary shall include, but not be limited to, identifying any lease or physical restrictions, which may limit marketability, or which must be addressed prior to subleasing the space. Authority comments shall be forwarded to the Consultant within seven (7) calendar days of receipt of the Draft Summary. The Consultant shall incorporate Authority comments as appropriate/required, and resubmit the summary as final.

B. MARKET ANALYSIS

Within sixty (60) calendar days of award, Consultant shall deliver and present on a Market Analysis of comparable Class A lease information for Downtown Manhattan. This information shall include, but not be limited to, a comparison of the leased area, rent, free rent, lease-up timeframes, and improvement allowance of actual, recent comparable leases. The Analysis shall also estimate achievable rent, free rent, and improvement allowance and projected lease-up timeframe for the subject property. Authority comments shall be forwarded to the Consultant within ten (15) calendar days after the receipt of Analysis. The Consultant shall incorporate Authority comments as required, and resubmit the Analysis as final within five (5) business days of receipt of Authority's comments.

C. MARKETING PLAN

Prepare a detailed Marketing Plan for subleasing approximately 150,000 ft.² of space within 4 World Trade Center. The Marketing Plan shall address the uniqueness of the 4 WTC site and distinguish the sub-leasable space from other commercial real estate offerings within the World Trade Center complex and the surrounding area. The Marketing Plan shall identify the strategies (print, electronic media, direct outreach, etc.) to be employed, and shall include a budget for all marketing related activities.

D. PRIMARY POINT OF CONTACT

On an ongoing basis, the Consultant shall act as the primary point of contact between potential subtenants and the Authority. The Consultant shall participate in discussions as needed, and as required, between the Authority and the landlord pertinent to the subleases.

E. FINANCIAL ANALYSIS OF VARIOUS SUBLEASE SCENARIOS

The Consultant shall work with Authority staff to develop financial summaries for each potential subtenant that identifies the fiscal impact of the sub-lease terms relative to the underlying lease. The Consultant shall prepare a cash flow in Excel for each proposed sublease.

F. ASSIST IN NEGOTIATIONS

The Consultant shall work with Authority staff during negotiations with potential subtenants. As negotiations progress, the Consultant shall prepare and update summaries of the negotiated terms and recommended next steps, as appropriate.

G. PREPARE PRESENTATIONS

The Consultant shall prepare and present, or assist in the preparation and presentation of, potential subleases to Authority Executives and others, as required. The presentation materials to be prepared by the Consultant may include, but are not limited to: market overviews, summary of potential subtenants, conclusions on projected sublease terms, summary of negotiations and Consultant's recommendations.

H. FINALIZING SUBLEASE CONTRACT(S) AND SUPPORTING DOCUMENTATION

The Consultant shall prepare and finalize, or work with Authority staff and others, as required, to prepare and finalize, any documentation required to execute the subleases. Consultant shall review each term sheet, sublease and other documents and provide the Authority with redlined comments to the documents, as appropriate.

IV. CONDITIONS AND PRECAUTIONS

A. General

Immediately inform the Authority of any unsafe condition discovered at any time during the course of work.

Throughout the term of this Agreement, immediately inform the Authority of findings, if any, that represent unanticipated conditions that would reduce the intended effectiveness of the assigned task.

Facility operations including vehicular traffic shall always have priority over any and all of the Consultant's operations.

B. Work Hours

Coordinate work at the site(s) with the Project Manager, unless otherwise directed by the Authority.

In any case, no work shall be performed at the site on a legal holiday of either the State of New Jersey or the State of New York.

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ATTACHMENT B

**PERFORMANCE OF EXPERT PROFESSIONAL BROKERAGE SERVICES
FOR THE SUBLEASE OF SPACE WITHIN 4 WORLD TRADE CENTER
ON AN “AS-NEEDED” BASIS DURING 2013 THROUGH 2016 (RFP #34946)**

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 C

COMPANY PROFILE

**REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT PROFESSIONAL
BROKERAGE SERVICES FOR THE SUBLEASE OF SPACE WITHIN 4 WORLD
TRADE CENTER ON AN "AS-NEEDED" BASIS DURING 2013 THROUGH 2016
(RFP #34946)**

1. Company Name (print or type):

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

3. Business Telephone Number: _____

4. Business Fax Number: _____

5. Firm website: _____

6. Federal Employer Identification Number (EIN): _____

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

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

9. Officer or Principal of Firm and Title:

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

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

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

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

P.A. Agreement #RED-13-***
DATE

FIRM NAME
ADDRESS
CITY, STATE ZIP

Attention: CONTACT, TITLE

SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL BROKERAGE SERVICES FOR THE SUBLEASE OF SPACE WITHIN 4 WORLD TRADE CENTER ON AN "AS-NEEDED" BASIS DURING 2013 THROUGH 2016

Dear CONTACT:

1. The Port Authority of New York and New Jersey ("Authority") hereby offers to retain FIRM NAME ("the Consultant" or "you") to provide the subject services as more fully set forth in Attachment A, which is attached hereto and made a part hereof, on an "as-needed" basis during 2013 through 2016.

The Authority reserves the right to extend this Agreement for two additional one-year periods (2017, 2018). A letter extending the agreement term for each additional one-year period shall be sent by the Chief Real Estate and Development Department to the Consultant, as noted above, at least thirty (30) days prior to the end of the current term.

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

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

For the purpose of administering this Agreement, the Chief RED has designated DAR NAME, TITLE, to act as his duly authorized representative. The Project Manager for this project is NAME, tel. (***) ***-****.

3. Your services shall be performed as expeditiously as possible and at the time or times required by the Director. Time is of the essence in the performance of all your services under this Agreement. The Consultant shall meet and consult with Authority staff as requested by the Chief RED in connection with the services to be performed herein. The Consultant's services shall not be directly compensable by the Authority hereunder. Compensation will only be paid via Commission, as provided in paragraph 5 below.

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

5. Any compensation due the Consultant hereunder, in its performance of the contemplated services, shall be as mutually agreed upon in writing by the parties to this Agreement, annexed hereto as "Exhibit I, Commission Structure".

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

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

8. Under no circumstances shall you or your subconsultants communicate in any way with any contractor, department, board, agency, commission or other organization or any person, whether governmental or private, in connection with the services to be performed hereunder without prior written approval and instructions of the Chief RED, except where said communication is required to effectuate performance of the broker services contemplated herein.

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

10. No certificate, payment (final or otherwise), acceptance of any work nor any other act or omission of the Authority or the Chief RED shall operate to release you from any obligations under or upon this Agreement, or to estop the Authority from showing at any time that such certificate, payment, acceptance, act or omission was incorrect or to preclude the Authority from

recovering any money paid in excess of that lawfully due, whether under mistake of law or fact or to prevent the recovery of any damages sustained by the Authority.

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

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

13. Notwithstanding anything to the contrary herein, the work product of the Consultant, its officers, agents, employees, or sub-consultants which is produced in accordance with the Agreement, whether it consists of computer programming or documentation thereof, including source code, and on any media whatsoever, shall be deemed to belong exclusively to the Authority, and the Authority shall have the exclusive right to obtain and to hold in its own name

any and all copyrights, patents, trade secrets or other proprietary rights and protection as may be produced as part of this work product, including the right to extensions or renewals, where appropriate. The work product shall not be destroyed or released to anyone outside of the Real Estate Department without express written authorization of the Chief RED. The Authority shall have the exclusive right to use or permit the use of them and any ideas or methods represented by them for any purpose and at any time without other compensation than that specifically provided for herein. You agree to contract with your employees for the benefit of the Authority to insure that the Authority has such rights and to give to the Authority or any party designated by the Authority all assistance reasonably required to perfect the rights herein above stated. You shall indemnify and hold harmless the Authority against any claims of proprietary rights infringement arising out of such use of your work product.

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

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

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

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

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

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

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

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

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

The Authority has set a goal of 12 percent participation by qualified and certified MBEs and 5 percent to qualified and certified WBEs.

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

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

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

18. NOTIFICATION OF SECURITY REQUIREMENTS

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

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

- Execution of Non-Disclosure and Confidentiality Agreements and Acknowledgments

At the direction of the Authority, you shall be required to have your employees, subconsultants and their employees execute Authority approved non-disclosure agreements.

- Consultant/Subconsultant identity checks and background screening

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

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

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

- Issuance of Photo Identification Credential

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

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

- Designated Secure Areas

Services under the Agreement may be required in designated secure areas, as the same may be designated by the Authority (“Secure Areas”). The Authority shall require the observance of certain security procedures with respect to Secure Areas, which may include the escort to, at, and/or from said high security areas by security personnel. All personnel that require access to designated secure areas who are not under escort by an authorized individual shall be required to undergo background screening and personal identity verification.

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

- Access control, inspection, and monitoring by security guards

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

- Compliance with the Authority Information Security Handbook

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

- Audits for Compliance with Security Requirements

The Authority may conduct random or scheduled examinations of business practices under this section and the Handbook in order to assess the extent of compliance with security

requirements, Confidential Information procedures, protocols and practices, which may include, but not be limited to, verification of background check status, confirmation of completion of specified training, and/or a site visit to view material storage locations and protocols.

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

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

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

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

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

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

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

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

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

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

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

20. LIABILITY INSURANCE AND WORKERS' COMPENSATION INSURANCE

A. Commercial Liability Insurance:

1) The Consultant shall take out and maintain at his own expense Commercial General Liability Insurance including but not limited to Premises-Operations, Completed Operations and Independent Contractors' coverages in limits of not less than \$5,000,000 combined single limit per occurrence for Bodily Injury Liability and Property Damage Liability. And if vehicles are to be used to carry out the performance of this Agreement, then the Consultant shall also take out, maintain and pay the premiums on Automobile Liability Insurance covering all owned, non-owned and hired autos in not less than \$5,000,000 combined single limit per accident for bodily injury and property damage. Any/all activities performed airside must, at all times, be performed while under security escort as approved in advance, and in writing by the Project Manager. If at any time, the Consultant is unescorted in the performance of any field services airside, or if so directed by the Authority, the Commercial General Liability Insurance and Automobile Liability Insurance must contain limits of not less than \$25,000,000 combined single limit per occurrence, as provided in item 2) (a) below. In addition, the liability policies (other than Professional Liability) shall include the Authority and its related wholly-owned entities and 4 WTC LLC as additional insureds and shall be specifically endorsed with an endorsement provision that the policy may not be canceled, terminated or modified without thirty (30) days written advance notice to the Project Manager. Moreover, the Commercial General Liability policy shall not contain any provisions (other than a Professional Liability exclusion, if any) for exclusions from liability other than provisions or exclusions from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy(ies) and certificate of insurance shall contain separation of insured condition (cross-liability) and severability of interests provisions so that coverage will respond as if separate policies were in force for each insured. Furthermore, the Consultant's insurance shall be primary with respect to the above additional insureds. Any insurance or self-insurance maintained by the above additional insureds shall not contribute to any loss or claim.

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

2) Additional Coverages: The Consultant shall have the policy endorsed when required by the Chief RED for specific services hereunder and include the additional premium cost thereof as an out-of-pocket expense:

a) If the services of the Consultant, as directed by the Authority, require the performance of services airside, the Commercial General Liability and Automobile Liability coverage limits stipulated in subparagraph 1, above, shall be increased to an amount not less than \$25,000,000 per occurrence as provided herein.

b) Endorsement to eliminate any exclusions applying to explosion, collapse and underground property damage.

c) Endorsement to eliminate any exclusions on account of ownership, maintenance, operation, use, loading or unloading of watercraft.

d) Coverage for work within 50 feet of railroad.

B. Workers' Compensation Insurance:

1) The Consultant shall take out and maintain Workers' Compensation Insurance in accordance with the requirements of law and Employer's Liability Insurance with limits of not less than \$1,000,000 each accident.

2) Additional Coverages: The Consultant shall have the policy endorsed when required by the Chief RED for specific services hereunder and include the additional premium cost thereof as an out-of-pocket expense:

a) United States Longshoremen's and Harbor Workers' Compensation Act Endorsement.

b) Coverage B Endorsement - Maritime (Masters or Members of the Crew of Vessels), in limits of not less than \$1,000,000 per occurrence.

c) Amendments to Coverage B, Federal Employers' Liability Act in limits of not less than \$1,000,000 per occurrence.

C. Professional Liability Insurance:

The Consultant shall take out and maintain Professional Liability Insurance in limits of not less than \$2 million each occurrence, covering negligent acts, errors, mistakes, and omissions arising out of the work or services performed by Consultant, or any person employed by Consultant. All endorsements and exclusions shall be evidenced on the certificate of insurance. The coverage shall be written on an occurrence form or may be written on a claims-made basis with a minimum of a three-year reporting/discovery period.

D. Compliance:

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

1) Upon request of the General Manager, Risk Management/Treasury, the Consultant shall furnish to the Authority a certified copy of each policy itself, including the provisions establishing premiums.

2) Renewal certificates of insurance or policies shall be delivered via e-mail to the Authority's Project Manager 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. If at any time any of the certificates or policies shall become unsatisfactory to the Authority, the Consultant shall promptly obtain a new and satisfactory certificate and policy.

3) 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 General Manager shall so direct, the Consultant shall suspend performance of the Agreement at the premises. If the Agreement is so suspended, no extension of time shall be due on account thereof. If the Agreement is not suspended (whether or not because of omission of the General Manager to order suspension), then the Authority may, at its option, obtain insurance affording coverage equal to the above required, the cost of such insurance to be payable by the Consultant to the Authority.

4) The requirements for insurance procured by the Consultant shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Consultant under this Agreement. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Consultant against the obligations imposed on them by law or by this or any other Agreement.

21. CERTIFICATION OF NO INVESTIGATION (CRIMINAL OR CIVIL ANTI-TRUST), INDICTMENT, CONVICTION, DEBARMENT, SUSPENSION, DISQUALIFICATION AND DISCLOSURE OF OTHER INFORMATION

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

A. been indicted or convicted in any jurisdiction;

B. been suspended, disbarred, found not responsible or otherwise disqualified from entering into any agreement with any governmental agency or been denied a government agreement for failure to meet standards related to the integrity of the Consultant;

C. had an agreement terminated by any governmental agency for breach of agreement or for any cause based in whole or in part on an indictment or conviction;

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

E. had any business or professional license suspended or revoked or, within the five years prior to proposal opening, had any sanction imposed in excess of \$50,000 as a result of any

judicial or administrative proceeding with respect to any license held or with respect to any violation of a federal, state or local environmental law, rule or regulation;

F. had any sanction imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, proposal rigging, embezzlement, misrepresentation or anti-trust regardless of the dollar amount of the sanctions or the date of their imposition; and

G. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

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

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

A. the prices in its Proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Consultant or with any competitor;

B. the prices quoted in its Proposal have not been and will not be knowingly disclosed directly or indirectly by the Consultant prior to the official opening of such proposal to any other Consultant or to any competitor;

C. no attempt has been made and none will be made by the Consultant to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition;

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

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

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

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

The foregoing certifications in Sections 21 and 22 shall be deemed to be made by the Consultant as follows:

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

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

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

In any case where the Consultant cannot make the foregoing certifications, the Consultant shall so state and shall furnish with the signed proposal a signed statement, which sets forth in detail the reasons therefor. If the Consultant is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its proposal, setting forth in such statement the reasons for its uncertainty. With respect to the foregoing certification in paragraph "22G.", if the Consultant cannot make the certification, it shall provide, in writing, with the signed proposal: (i) a list of the name(s), address(es), telephone number(s), and place(s) of principal employment of each such individual or organization; and (ii) a statement as to whether such individual or organization has a "financial interest" in this Agreement, as described in the Procurement Disclosure policy of the Authority (a copy of which is available upon request to the Director of the Procurement Department of the Authority). Such disclosure is to be updated, as necessary, up to the time of award of this Agreement. As a result of such disclosure, the Authority shall take appropriate action up to and including a finding of non-responsibility.

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

Notwithstanding that the Consultant may be able to make the foregoing certifications at the time the proposal is submitted, the Consultant shall immediately notify the Authority in writing during the period of irrevocability of proposals on this Agreement or any extension of such period, or during the term of this Agreement, of any change of circumstances which might under this clause make it unable to make the foregoing certifications or require disclosure. The foregoing certifications or signed statement shall be deemed to have been made by the Consultant with full knowledge that they would become a part of the records of the Authority and that the Authority will rely on their truth and accuracy in awarding this Agreement. In the event that the Authority should determine at any time prior or subsequent to the award of this Agreement that the Consultant has falsely certified as to any material item in the foregoing certifications or has willfully or fraudulently furnished a signed statement which is false in any material respect, or

has not fully and accurately represented any circumstance with respect to any item in the foregoing certifications required to be disclosed, the Authority may determine that the Consultant is not a responsible Consultant with respect to its proposal on the Agreement or with respect to future proposals on Authority agreements and may exercise such other remedies as are provided to it by the Agreement with respect to these matters. In addition, Consultants are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see, e.g. New York Penal Law, Section 175.30 et seq.). Consultants are also advised that the inability to make such certification will not in and of itself disqualify a Consultant, and that in each instance the Authority will evaluate the reasons therefor provided by the Consultant.

Under certain circumstances the Consultant may be required as a condition of this Agreement award to enter into a Monitoring Agreement under which it will be required to take certain specified actions, including compensating an independent Monitor to be selected by the Authority. Said Monitor shall be charged with, among other things, auditing the actions of the Consultant to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Authority. Furthermore, the Consultant selected for performance of the subject services shall immediately notify the Authority in writing, at any time during the term of the Agreement, of any change of circumstances, which might, under this clause, make it unable to make the foregoing certifications, or might require disclosure.

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

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

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

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

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

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

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

The Consultant 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 the Facility and shall so instruct its personnel.

In addition, during the term of this Agreement, the Consultant shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated April 11, 1996 (a copy of which is available upon request to the Office of the Secretary of the Authority). Without the express written approval of the Chief RED, you shall keep confidential, and shall require your employees, your subconsultants, and your subconsultant's employees to keep confidential a) all information disclosed by the Authority or its consultants to you or b) developed by you or your subconsultants in the performance of services hereunder. Disclosure of any such information shall constitute a material breach of the Agreement.

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

25. CONFLICT OF INTEREST

A. During the term of this Agreement, the Consultant shall not participate in any way in the preparation, negotiation or award of any agreement (other than an agreement for its own services to the Authority) to which it is contemplated the Authority may become a party, or participate in any way in the review or resolution of a claim in connection with such an agreement if the Consultant has a substantial financial interest in the Consultant or potential Consultant of the Authority or if the Consultant has an arrangement for future employment or for any other business relationship with said Consultant or potential Consultant, nor shall the Consultant at any time take any other action which might be viewed as or give the appearance of conflict of

interest on its part. If the possibility of such an arrangement for future employment or for another business arrangement has been or is the subject of a previous or current discussion, or if the Consultant has reason to believe such an arrangement may be the subject of future discussion, or if the Consultant has any financial interest, substantial or not, in a Consultant or potential Consultant of the Authority, and if the Consultant's participation in the preparation, negotiation or award of any agreement with such a Consultant or the review or resolution of a claim in connection with such an agreement is contemplated or if the Consultant has reason to believe that any other situation exists which might be viewed as or give the appearance of a conflict of interest, the Consultant shall immediately inform the Chief RED in writing of such situation giving the full details thereof. Unless the Consultant receives the specific written approval of the Chief RED, the Consultant shall not take the contemplated action which might be viewed as or give the appearance of a conflict of interest. In the event the Chief RED shall determine that the performance by the Consultant of a portion of its services under this Agreement is precluded by the provisions of this numbered paragraph, or if a portion of the Consultant's said services is determined by the Chief RED to be no longer appropriate because of such preclusion, then the Chief RED shall have full authority on behalf of both parties to order that such portion of the Consultant's services not be performed by the Consultant, reserving the right, however, to have the services performed by others and any lump sum compensation payable hereunder which is applicable to the deleted work shall be equitably adjusted by the parties. The Consultant's execution of this document shall constitute a representation by the Consultant that at the time of such execution the Consultant knows of no circumstances, present or anticipated which come within the provisions of this paragraph or which might otherwise be viewed as or give the appearance of a conflict of interest on the Consultant's part. The Consultant acknowledges that the Authority may preclude it from involvement in certain disposition/privatization initiatives or transactions that result from the findings of its evaluations hereunder or from participation in any agreements which result, directly or indirectly, from the services provided by the Consultant hereunder.

B. Individual Conflict of Interest: If the Consultant or any employee, agent or subcontractor of the Consultant may have a possible conflict of interest, or may give the appearance of a possible conflict of interest, the Consultant shall include in its proposal a statement indicating the nature of the conflict and submit a mitigation plan addressing that conflict. The Authority reserves the right to disqualify the Consultant 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 Authority's determination regarding any questions of conflict of interest shall be final.

In the opinion of the Authority, any Consultant performing construction management, general contracting, design, environmental and/or management services in any capacity for the Authority or other WTC stakeholders/owners responsible for building portions of the WTC site, such as the Lower Manhattan Development Corporation (LMDC), the New York State Department of Transportation (NYSDOT), WTC Net Lessee, has a potential conflict of interest. However, a Consultant who has a business relationship as indicated above, and believes that it can provide a mitigation plan that would address the conflict of interest shall submit such plan for evaluation to the Authority with its Proposal.

It is envisioned and recommended that the following items/concepts be addressed in a proposed mitigation plan where a conflict or the appearance of a conflict of interest may in the future, or

does currently exist:

1. A proposed organizational chart/structure/firewall designed to keep staff and resources separate, as specific by project, and to allow for no overlap between team members and resources including, but not limited to: equipment, materials, staffing, laydown areas, and office facilities on said projects.

2. Specific plan(s) intended to maintain the separation and integrity, as specific by project, of the following to include, but not be limited to: confidential and/or privileged information, documents, plans, drawings, estimates and other financial data.

3. Specific plan to maintain proper and independent billing procedure(s) designed to address the avoidance of double and improper billings.

4. Specific plan to educate employees, on all levels, of the importance of said mitigation plan to promote the awareness and importance of mitigation and its role in preventing fraud, waste, and abuse, and verification of such education/training and individual understanding.

5. Specific plan to internally oversee and/or audit the above-listed plans and procedures to ensure compliance.

6. Specific contingency plan, notification, and approval process for cases where there is a necessary, reasonable, and business related purpose for overlap in and/or sharing of staff members and/or resources.

7. Specific contingency plan addressing a direct or suspected violation of said mitigation plan. All violations must be reported to the Authority, including its Inspector General.

8. The Consultant shall ensure that any subconsultant/subcontractor must cooperate with the Authority's Inspector General and its Integrity Monitor, in auditing the mitigation plan for compliance. This cooperation must include access to all necessary documentation and interviews of employees.

The Authority reserves the right to disqualify the Consultant 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 Authority's determination regarding any questions of conflict of interest will be final.

As used herein, "Integrity Monitor" shall mean a private firm hired to assist the Office of Inspector General in preventing and detecting fraud. There are two applications for an Integrity Monitor. First, an Integrity Monitor is assigned to prevent or detect fraud on a specific project - for example all Authority projects at the World Trade Center site have an integrity monitor. Second, the Authority has required contractors/consultants with integrity issues to retain at their own cost an Office of Inspector General-approved Integrity Monitor as a condition of being awarded contracts/agreements.

C. Organizational Conflict of Interest:

1. The resultant agreement to this solicitation may give rise to a potential for an organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under the Agreement may, without some form of restriction on future activities, result in an unfair competitive advantage to the Consultant.

- a. The Consultant shall have access to confidential and/or sensitive Authority information in the course of performing this Agreement. Additionally, the Consultant may be provided access to proprietary information obtained from other contracted entities during Agreement performance. The Consultant agrees to protect all such information from disclosure even after Agreement expiration or termination unless so authorized, in writing, by the Authority and to refrain from using such information for any purpose other than that for which it was furnished.
 - b. To the extent that the Consultant either (i) uses confidential and/or sensitive Authority information or proprietary information obtained from other Authority contractors/consultants to develop any form of document, report, or plan that is determined by the Authority to be the basis, in whole or in part, of any subsequent solicitation issued by the Authority or (ii) develops written specifications that are used in any subsequent solicitation issued by the Authority, the Consultant agrees that it shall not be eligible to compete for such subsequent solicitation(s) as a prime or principal consultant or as part of any teaming arrangement unless the Authority provides, in writing, a specific waiver of this restriction. The duration of any restriction imposed under this subparagraph shall not exceed the length of the initial performance period of any subsequently awarded agreement for which the Consultant was ineligible to complete.
2. A Consultant, by submitting its proposal, agrees to the above stated conditions and terms and further agrees to perform all duties under the Agreement and, in doing so, agrees not to enter into contractual agreements with Authority prime contractors/consultants and first-tier subcontractors in such a way as to create an organizational conflict of interest.
 3. If the Authority determines that a Consultant has violated any term of this clause entitled "Organizational Conflict of Interest", the Authority may take any appropriate action available under the law or regulations to obtain redress including, but not be limited to, requiring the Consultant to terminate any affiliation or contractual arrangement with an Authority prime contractor/consultant or first-tier subcontractor at no cost to the Authority, determining the Consultant ineligible to compete for or be awarded any subsequent or "follow-on" agreements that may be based upon the Consultant's actions under the resultant Agreement or violations of this numbered clause, or terminating such agreement, in whole or in part.

26. DEFINITIONS

As used in sections 22 to 26 above, the following terms shall mean:

Affiliate - Two or more firms are affiliates if a parent owns more than fifty percent of the voting stock of each of the firms, or if 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 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 RED executive officer, Chief RED financial officer, or Chief RED operating officer of the Consultant by whatever title(s) known.

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

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

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

29. References herein to the Authority shall and shall be deemed to mean equally the Port Authority Trans Hudson Corporation (PATH).

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

Sincerely yours,

THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY

ACCEPTED:
FIRM NAME

Lillian D. Valenti
Director
Procurement Department

By: _____

Title: _____

Date _____

Date: _____

FIRM NAME

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DATE

INSTRUCTIONS

If the selected Consultant firm is not located in the States of New York or New Jersey, change the number of the last Paragraph of this Agreement from "30" to "31" and insert a new Paragraph "30": as follows:

30. 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.