

**THE PORT AUTHORITY OF NY & NJ**  
**PROCUREMENT DEPARTMENT**  
**ATTN: BID/PROPOSAL CUSTODIAN**  
**TWO MONTGOMERY STREET, 3RD FLOOR**  
**JERSEY CITY, NEW JERSEY 07302**

**REQUEST FOR PROPOSALS**

**ISSUE DATE: AUGUST 28, 2014**

**TITLE: OUTREACH AND REFERRAL SERVICES AT NEWARK  
LIBERTY INTERNATIONAL AIRPORT**

**RFP NO.: 39261**

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

**PRE-PROPOSAL MEETING:**

- **SEPTEMBER 10, 2014 TIME: 10:00 AM**

**QUESTIONS DUE BY: SEPTEMBER 18, 2014 TIME: 3:00 P.M.**

**PROPOSAL DUE DATE: SEPTEMBER 30, 2014 TIME: 2:00 P.M.**

**CONTACT: LESLEY BROWN**  
**PHONE: (201) 395-3469**  
**FAX: (201) 395-3470**  
**EMAIL: lbrown@panynj.gov**

## TABLE OF CONTENTS

<b>1. INFORMATION FOR PROPOSERS ON THIS REQUEST FOR PROPOSALS</b> .....	<b>4</b>
<b>A. General Information: The Port Authority of New York and New Jersey</b> .....	<b>4</b>
<b>B. Brief Summary of Scope of Work</b> .....	<b>4</b>
<b>C. Deadline for Receipt of Proposals</b> .....	<b>5</b>
<b>D. Vendor Profile</b> .....	<b>5</b>
<b>E. Submission of Proposals</b> .....	<b>5</b>
<b>F. Communications Regarding this RFP</b> .....	<b>6</b>
<b>G. Proposal Acceptance or Rejection</b> .....	<b>6</b>
<b>H. Union Jurisdiction</b> .....	<b>6</b>
<b>I. City Payroll Tax</b> .....	<b>6</b>
<b>J. Pre-Proposal Meeting(s)/Site Inspection(s)</b> .....	<b>7</b>
<b>K. Available Documents</b> .....	<b>8</b>
<b>L. Additional Proposer Information</b> .....	<b>8</b>
<b>M. Contractor Staff Background Screening</b> .....	<b>8</b>
<b>2. SCOPE OF WORK</b> .....	<b>9</b>
<b>3. PROPOSER PREREQUISITES</b> .....	<b>9</b>
<b>4. FINANCIAL INFORMATION</b> .....	<b>10</b>
<b>5. EVALUATION CRITERIA AND RANKING</b> .....	<b>11</b>
<b>A. Cost of Proposal</b> .....	<b>11</b>
<b>B. Technical Approach to Scope of Work</b> .....	<b>11</b>
<b>C. Other Services – Location of Shelters</b> .....	<b>11</b>
<b>D. Overall Experience Including Financial Capability</b> .....	<b>11</b>
<b>E. Background Check Plan</b> .....	<b>11</b>
<b>6. M/WBE SUBCONTRACTING PROVISIONS</b> .....	<b>11</b>
<b>7. CERTIFICATION OF RECYCLED MATERIALS PROVISION</b> .....	<b>13</b>
<b>8. PROPOSAL SUBMISSION REQUIREMENTS</b> .....	<b>14</b>
<b>A. Letter of Transmittal</b> .....	<b>14</b>
<b>B. Executive Summary</b> .....	<b>15</b>
<b>C. Agreement on Terms of Discussion</b> .....	<b>15</b>
<b>D. Certifications With Respect to the Contractor’s Integrity Provisions</b> .....	<b>15</b>
<b>E. Documentation of Proposer Prerequisites</b> .....	<b>16</b>
<b>F. Proposal</b> .....	<b>16</b>
<b>G. Acknowledgment of Addenda</b> .....	<b>20</b>
<b>H. Acceptance of Standard Contract Terms and Conditions</b> .....	<b>20</b>

I.	M/WBE Plan .....	20
J.	Additional Information .....	20
9.	<b>CONDITIONS FOR THE SUBMISSION OF A PROPOSAL .....</b>	<b>20</b>
A.	Changes to this RFP .....	20
B.	Proposal Preparation Costs .....	20
C.	Disclosure of Proposal Contents / Use of Ideas and Materials .....	21
D.	Ownership of Submitted Materials .....	21
E.	Subcontractors .....	21
F.	Conflict of Interest .....	21
G.	Authorized Signature .....	21
H.	References .....	21
I.	Evaluation Procedures and Negotiation .....	21
J.	Taxes and Costs .....	22
K.	Most Advantageous Proposal/No Obligation to Award .....	22
L.	Multiple Contract Awards .....	22
M.	Right to Extend Contract .....	22
N.	Rights of the Port Authority .....	22
O.	No Personal Liability .....	23
	<b>ATTACHMENT A .....</b>	<b>24</b>
	<b>AGREEMENT ON TERMS OF DISCUSSION .....</b>	<b>24</b>
	<b>ATTACHMENT B .....</b>	<b>25</b>
	<b>PART I .....</b>	<b>26</b>
	<b>CONTRACT SPECIFIC TERMS AND CONDITIONS FOR FACILITY SERVICES</b>	
	.....	26
	<b>PART II - COST PROPOSAL FORM .....</b>	<b>46</b>
	<b>ENTRY OF PRICES .....</b>	<b>46</b>
	<b>ATTACHMENT D- PROPOSER REFERENCE FORM .....</b>	<b>55</b>
	<b>ATTACHMENT E- M/WBE PARTICIPATION PLAN .....</b>	<b>56</b>
	<b>ATTACHMENT F- STATEMENT OF SUBCONTRACTOR PAYMENTS .....</b>	<b>57</b>
	<b>STATEMENT OF SUBCONTRACTOR PAYMENTS</b>	
	<b>PA3968 / 03-09</b>	<b>58</b>
	<b>ATTACHMENT G - Certified Environmentally Preferable Products/Practices .....</b>	<b>59</b>
	<b>STANDARD CONTRACT TERMS AND CONDITIONS .....</b>	<b>61</b>

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

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

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

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

The Port Authority is hereby seeking proposals from qualified firms to provide Outreach and Referral Services to the Homeless at Newark Liberty International Airport, as more fully described herein.

### **B. Brief Summary of Scope of Work**

The Port Authority is inviting qualified social services organizations to provide outreach and referral services to homeless individuals seeking shelter in or about Newark Liberty International Airport's (EWR) three (3) terminals, AirTrain system and stations, parking lots, parking garages, and courtyards, (hereinafter, the "Facility") as more fully described herein.

EWR terminals, parking lots, AirTrain system and stations, parking lots, parking garages and courtyards have historically been a site where the homeless gather. The observation made by the Port Authority management staff and Police personnel is that homeless persons currently at the airport are a service resistant

population. The homeless program at EWR has made great strides to mitigate the problem and this RFP addresses the continuation of this effort.

Accordingly, the Port Authority seeks social services which are designed to be implemented by skilled staff to target chronically homeless persons with specific problems and characteristics including but not limited to: mental illness, chronic drug/substance abuse, physically fragile, and physical and mental abuse. Special attention shall be given to the need of elderly fragile women. These population groups are highly resistant to service and have a high recidivism rate.

### **C. Deadline for Receipt of Proposals**

The Proposal Due Date is specified on the cover page of this RFP. The receiving of Proposals will close at 2:00 P.M., Eastern Daylight Saving Time (EDST) on the Proposal Due Date.

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

### **D. Vendor Profile**

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

### **E. Submission of Proposals**

One (1) reproducible original (containing original signatures and clearly designated as such) and five (5) double-sided copies of the proposal must be submitted on or before the due date and time in accordance with the information on the cover page of this RFP and sent or delivered to the RFP Custodian at the address specified on the cover page. Each copy of the proposal as well as the parcel(s) used for shipping must be conspicuously marked with the Proposer's name and address as well as the Proposer's Vendor Number, if available. In addition, the outside of the package must clearly state the title of this RFP, the number of this RFP and the Proposal Due Date. Failure to properly label proposal submissions may cause a delay in identification, misdirection or disqualification of proposal submissions.

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

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

## **F. Communications Regarding this RFP**

All communications concerning this RFP should be directed to the Contracts Specialist listed on the cover page. All questions regarding this RFP should be submitted in writing to the Contracts Specialist at the address or facsimile number listed on the cover page no later than 3:00 p.m. (EDST) on September 18, 2014.

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

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

## **G. Proposal Acceptance or Rejection**

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

## **H. Union Jurisdiction**

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

## **I. City Payroll Tax**

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

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

These taxes, if applicable, are the sole responsibility of the Contractor. Proposers should consult their tax advisors as to the effect, if any, of these taxes. The Port authority provides this notice for informational purposes only and is not

responsible for either the imposition or administration of such taxes. The Port Authority exemption set forth in the Paragraph entitled "Sales or Compensating Use Taxes", in the "Standard Contract Terms and Conditions" included herein, does not apply to these taxes.

**J. Pre-Proposal Meeting(s)/Site Inspection(s)**

1. A Pre-Proposal Meeting and Site Inspection is scheduled for September 10, 2014. Any questions concerning this RFP should be submitted in writing prior to the meeting so that the Port Authority may prepare responses in advance of the meeting. Additional questions may be permitted at the meeting; however, responses may be deferred and provided at a later date by written addenda.

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

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

Attendees interested in attending should RSVP to Mary Jean Rutigliano at (973) 961-6265 no later than 12:00 P.M. Eastern Daylight Savings Time (EDST) of the business day preceding the scheduled date(s) to confirm their attendance and/or receive traveling directions.

2. A Pre-Proposal Meeting is scheduled for September 10, 2014, 10:00 A.M.,

Newark Liberty International Airport  
Landside and Customer Services Unit  
Building 1 Conrad Road  
2<sup>nd</sup> floor  
Newark, NJ 07114

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

3. A Site Inspection is scheduled for September 10, 2014, 10:00 A.M.

Newark Liberty International Airport  
Landside and Customer Services Unit  
Building 1 Conrad Road  
2<sup>nd</sup> floor  
Newark, NJ 07114

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

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

Attendees interested in attending should RSVP to Mary Jean Rutigliano at (973) 961-6265 no later than 12:00 P.M. Eastern Daylight Savings Time (EDST) of the business day preceding the scheduled date(s) to confirm their attendance and/or receive traveling directions.

#### **K. Available Documents**

Certain documents, specified below, will be made available for examination by Proposers at the Pre-Proposal Meeting and Site Inspection.

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

Said documents are as follows: Contract with the previous contractor, Urban Pathways, Inc., New York, NY for Outreach and Referral Services to the Homeless at Newark Liberty International Airport, Contract #4600009323

#### **L. Additional Proposer Information**

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

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

#### **M. Contractor Staff Background Screening**

The Contractor awarded this contract will be required to have its staff, and any subcontractor's staff working under this Contract, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority. The Contractor (and subcontractor) may also be required to use an organization designated by the Authority to perform the background checks. The cost for said background checks for staff that pass and are granted a credential shall be reimbursable to the Contractor (and its subcontractors) as an out-of-pocket expense as provided herein. Staff that are rejected for a credential for any reason are not reimbursable.

As of January 29, 2007, the Secure Worker Access Consortium (S.W.A.C.) is the only Port Authority approved provider to be used to conduct background screening, except as otherwise required by federal law and/or regulation. Information about S.W.A.C., instructions, corporate enrollment, online applications, and location of processing centers can be found at <http://www.secureworker.com>, or S.W.A.C. may be contacted directly at (877)522-7922.

## **2. SCOPE OF WORK**

The Contractor shall do all things necessary to provide outreach and referral services to homeless persons seeking shelter in or about Newark Liberty International Airport's (EWR) three terminals, AirTrain system and stations, parking lots, parking garages and courtyards, as more fully described herein.

The full Scope of Work is set forth in detail in Attachment B, Part I entitled "Contract Terms and Conditions for Facility Services".

## **3. PROPOSER PREREQUISITES**

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

A. The Proposer shall have had at least three (3) of continuous experience providing outreach and referral services to the homeless immediately prior to the date of the submission of its Proposal and was actually engaged in providing this service to commercial accounts under contract, at a transportation facility or in a comparable environment. The Proposer may fulfill this prerequisite if it can demonstrate that the persons or entities owning and controlling the Proposer have had a cumulative total of at least the same number of years and type of direct continuous experience immediately prior to the submission of this proposal as is required of the Proposer, or has owned and controlled other entities which meet the requirement.

B. During the time period stated in (A) above, the Proposer shall demonstrate satisfactory performance of at least two (2) Contracts for similar services of similar scope.

C. The Proposer shall demonstrate that it has earned gross revenues of at least one hundred and fifty thousand dollars (\$150,000.00) a year for each of the last three (3) fiscal or calendar year(s) from the type of services or products described herein.

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

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

If the proposal is submitted by a common law joint venture, a joint venture that has not been established as a distinct legal entity, each participant of the joint venture shall be

held jointly and severally liable and must individually execute and perform all acts required by this proposal. Documents signed by a common law joint venture, in connection with this proposal, shall include the names of all participants of the joint venture followed by the words "acting jointly and severally". All joint venture proposers must provide documentation of their legal status.

All Proposers must include documentation that they meet the above prerequisites. By furnishing this solicitation document to Proposers, the Port Authority has not made a determination that the Proposers have met the prerequisites or have otherwise been deemed qualified to perform the services. In addition, a determination that a Proposer has met the prerequisites is no assurance that they will be deemed qualified in connection with other proposal requirements included herein.

#### **4. FINANCIAL INFORMATION**

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

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

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

(3) Where neither certified financial statements nor financial statements from an independent accountant are available, as set forth in (1) and (2) above, then financial statements containing such information prepared directly by the Proposer may be submitted; such financial statements, however, must be accompanied by a signed copy of the Proposer's most recent Federal income tax return and a statement in writing from the Proposer, signed by an executive officer or his/her designee, that such statements accurately reflect the present financial condition of the Proposer

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

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

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

## **5. EVALUATION CRITERIA AND RANKING**

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

### **A. Cost of Proposal**

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

### **B. Technical Approach to Scope of Work**

The clarity and feasibility of the proposal including but not limited to:

- start-up plan;
- M/WBE sub-contracting plan,
- proposed qualified staff (see Personnel Requirements, pg. 40),
- management philosophy;
- overall understanding of the Facility's needs;
- performance measure methodology;
- reporting methods; and
- case management strategies and techniques.

### **C. Other Services – Location of Shelters**

The Proposer's capacity to access a range of quality services including but not limited to: safe and secure shelter beds, demonstrated ability to access other service providers and government agencies and the shelter's proximity to Newark Liberty International Airport.

### **D. Overall Experience Including Financial Capability**

The experience of the Proposer in providing similar services and the quality of services provided to customers of the Proposer and the Proposer's financial and organizational capabilities to perform the required services.

### **E. Background Check Plan**

The Proposer must submit a Background Check Plan for employees who will staff the positions of Management Representative, Social Services Caseworker, and Program Monitor in accordance with this document, which will be considered "pass/fail"

## **6. M/WBE SUBCONTRACTING PROVISIONS**

The Port Authority has a long-standing practice of making its business opportunities available to Minority Business Enterprises (MBEs) and Women-Owned Businesses (WBEs) and has taken affirmative steps to encourage such firms to seek business opportunities with the Port Authority. The successful Proposer will use good faith efforts to provide for meaningful participation by the Port Authority certified M/WBEs as

defined in this document, in the purchasing and subcontracting opportunities associated with this contract, including purchase of equipment, supplies and labor services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **7. CERTIFICATION OF RECYCLED MATERIALS PROVISION**

Proposers shall submit, with their proposal, Attachment G the Certified Environmentally Preferable Products / Practices Form attesting that the products or items offered by the Proposer contain the minimum percentage of post-consumer recovered material in accordance with the most recent guidelines issued by the United States Environmental Protection Agency (EPA), or, for commodities not so covered, the minimum percentage of post-consumer recovered materials established by other applicable regulatory agencies.

**Recycling Definitions:**

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

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

**8. PROPOSAL SUBMISSION REQUIREMENTS**

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

**A. Letter of Transmittal**

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

The Letter of Transmittal shall contain:

- (1) Name and address of the Proposer and an original signature on the Letter of Transmittal by an authorized representative on behalf of the Proposer;
- (2) Name(s), title(s) and telephone number(s) of the individual(s) who are authorize to negotiate and execute the Contract;
- (3) Name, title and telephone number of a contact person to which the Port Authority can address questions or issues related to this RFP;
- (4) Name and address of proposed subcontractors, if any;
- (5) If a corporation: (a) a statement of the names and residences of its officers, and (b) a copy of its Certificate of Incorporation, with a written declaration signed by the secretary of the corporation, with the corporate seal affixed thereto, that the copy furnished is a true copy of the Certificate of Incorporation as of the date of the opening of the Proposals;

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

If an individual: a statement of residence;

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

#### **B. Executive Summary**

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

#### **C. Agreement on Terms of Discussion**

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

#### **D. Certifications With Respect to the Contractor's Integrity Provisions**

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

### **E. Documentation of Proposer Prerequisites**

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

### **F. Proposal**

The Proposer must submit a proposal that details and clearly describes its experience and capability to perform the required Outreach and Referral Services to the Homeless as described in this RFP, its approach to such work and the cost of such work to the Port Authority. At a minimum, the proposal shall address the following:

The Proposer will be required to present its overall plan for dealing with the needs of EWR, as defined in the Scope of Work, contained within Attachment B, Part I, citing support services, referral services and shelter beds available, validated linkages with other service providers and a demonstrated ability to maintain operation of service while transporting persons in need. Proposers shall assess current needs and develop service patterns and make recommendations to the Port Authority appropriate to accomplish goals that are to be set forth in their proposals.

Proposers are expected to determine the social services needs of homeless persons at EWR through their own research, assessments and observations.

It is the policy of EWR to enforce the Port Authority's rules and regulations (see Attachment C: The Port Authority's Rules and Regulations), for the operation of the airport. The Proposer, in cooperation with appropriate Port Authority police personnel, will offer a preferred option to those who appear in need. In fact, the Port Authority Police are the critical first link to the homeless persons in need and the Proposer must work cooperatively, yet independently, with the law enforcement officials at EWR.

The proposal shall adhere to the following format: provide written responses, referencing the categories below, Sections 1 to 5. If Proposer is a joint venture, provide information as to what circumstances and to what extent each member will be utilized. Refer to the Specifications as a point of further reference of responses.

#### **1. Cost of Proposal**

The Proposer shall submit a Cost Proposal indicating the compensation that it expects to receive. The Cost Proposal shall be complete and inclusive of all work required by this RFP and shall include, but not be limited to, material and labor costs, fuel costs, any salaries, health benefits and other benefits, overheads, profits, etc. The Cost Proposal should be submitted on Attachment B: Part II - Cost Proposal Form.

#### **2. Technical Approach to the Scope of Work:**

- a. Describe Proposer's start up plan.
- b. Provide the Proposer's agency organization chart.

- c. Provide the resumes of the service team (Management Representative, Program Monitor, and Social Services Case Worker) and identify the Proposer's Project Manager of this effort.
- d. Provide the Proposer's minimum employment criteria and identify team job titles.
- e. Provide a job description and responsibilities for members of the service team (Management Representative, Program Monitor, and Social Services Case Worker).
- f. The Proposer shall submit within the Proposal a list of all employees proposed to be employed to provide the services herein upon award of the Contract at EWR. The list shall include, but not be limited to, the following information: the name of the employee; his/her position, licenses, a brief outline of his/her experience and/or past employment; total official paid leave days for the existing year (e.g. vacation, personal, sick days, etc.) and other data deemed to be necessary. The Contractor shall verify all past employment and provide the Port Authority with a copy of such verification upon request.
- g. Describe Proposer's management philosophy, case management strategies and techniques.
- h. Describe Proposer's overall understanding of the Facility's needs and how the Proposer intends to address each of these needs.
- i. Demonstrate reporting methods, recordkeeping.
- j. Identify and discuss the strategies Proposer would employ to reduce the number of homeless individuals at EWR and strategies to reduce the rate of recidivism.
- k. Describe the accomplishments that can be realistically expected from the program and how those accomplishments can be attained and measured.
- l. Describe the types of program obstacles Proposer envisions considering the remaining service resistant homeless population and how the Proposer might address those obstacles. Identify and distinguish the different homeless populations at EWR, if appropriate.
- m. Describe the types of assistance and support Proposer would expect to receive from EWR in order to achieve the social service plan.
- n. Identify auxiliary service providers, if any, which Proposer might contract with to supplement and enrich its service to EWR.

- o. Describe Proposer's service philosophy. Include a mission statement and/or other types of supporting materials.
- p. Describe Proposer's philosophy toward working with the Port Authority Police and cooperating with police department procedures on a regular basis. List any programs in which you have worked with the Police of any jurisdiction in the provision of homeless services as well as the names and telephone number of police personnel references in these jurisdictions.
- q. Submit an M/WBE Participation Plan, in accordance with the M/WBE Subcontracting Provisions hereunder.
- r. Define how Proposer will manage the cases of the individual homeless people and the extent and content of report generation to EWR management.
- s. Describe the techniques Proposer's outreach team would use to engage, assess and evaluate the homeless individuals.
- t. Describe a process and schedule for meeting with the Police personnel and EWR management staff to discuss the progress of homeless individuals contacted.

### 3. Other Services/Locations of Shelter

- a. Identify any guaranteed bed space, number and location, the Proposer either owns or contracts for in order to accommodate the homeless individuals residing at EWR.

**Note:** The Contractor, at all times, shall have a resource in a private facility within the New Jersey Shelter System of at least ten (10) shelter beds for at least ten (10) individuals.

Describe the method of addressing extreme cold weather needs and the accessibility to an increased number of shelter beds during this period.

- b. Describe the shelters that will be utilized; including location of shelter, number of beds available and whether they accept families, males, females and/or youth. In the event of a severe weather emergency, and when private shelter beds are not available, the Contractor shall seek beds from the private or public shelter system.
- c. Describe the method the Proposer will employ to transport the homeless individuals from EWR to private or city shelter beds, drop in centers, reception centers and the like.

- d. Describe the Proposer's access to related outreach and referral service such as but not limited to: mental health services, medical services, chemical and alcohol detoxification programs, drop in programs, training, veteran services and benefits programs.
- e. Where appropriate, the Proposer should include letters certifying the necessary linkages to support access to facilities required in Attachment B, Part I, Section 10 entitled "Outreach, Transportation and Referral Services".

#### **4. Overall Experience Including Financial Capability**

- a. Provide complete background information on Proposer as an agency/organization and your Proposer's current and future business plans. Include information on any predecessor and related agencies.
- b. Provide specific information on all homeless services programs the Proposer has directed or participated in, and a summary of the types of work performed for the three (3) years immediately preceding the RFP due date. Include the name and address of the contracting institution, the compensation received, the size, duration and scope of those programs and the name and telephone number of a current reference at each of those institutions. Complete Attachment D entitled "Proposer Reference Form" to be submitted with your proposal.
- c. Provide the quantitative and qualitative indices by which the Proposer's programs' effectiveness were measured for the programs in (b.) above.
- d. Provide a summary of Proposer's current and planned workload. List all new contracts the Proposer is presently seeking.
- e. Provide evidence of Proposer's ability to operate EWR's program in a professional and timely manner.
- f. The Proposer shall provide financial documentation as required in Section 4, Financial Information, which will demonstrate the Proposer's financial qualifications and ability to perform this Contract.

#### **5. Background Screening Plan**

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

The length of time researched for the identity check/background screening on new hires, which shall be at a minimum of ten (10) years of employment history or verification of what an employee documented they have done in the last ten (10) years preceding the date of the investigation, resources utilized to

perform this screening , and the frequency at which this screening is performed on current employees.

#### **G. Acknowledgment of Addenda**

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

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

#### **H. Acceptance of Standard Contract Terms and Conditions**

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

#### **I. M/WBE Plan**

The Proposer shall submit an M/WBE Plan in accordance with the M/WBE Subcontracting Provisions hereunder.

#### **J. Additional Information**

The Proposer shall provide any other information that is related to the requirements in this Section and the Proposer believes would be helpful to the Port Authority in the evaluation of the Proposals.

### **9. CONDITIONS FOR THE SUBMISSION OF A PROPOSAL**

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

#### **A. Changes to this RFP**

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

#### **B. Proposal Preparation Costs**

The Port Authority shall not be liable for any costs incurred by the Proposer in the preparation, submittal, presentation, or revision of its proposal, or in any other

aspect of the Proposer's pre-contract activity. No Proposer is entitled to any compensation except under an agreement for performance of services signed by an authorized representative of the Port Authority and the Proposer.

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

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

**D. Ownership of Submitted Materials**

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

**E. Subcontractors**

If a Proposer intends to use subcontractor(s) the Proposer must identify in its proposal the names of the subcontractor(s) and the portions of the work the subcontractor(s) will perform.

**F. Conflict of Interest**

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

**G. Authorized Signature**

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

**H. References**

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

**I. Evaluation Procedures and Negotiation**

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

#### **J. Taxes and Costs**

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

#### **K. Most Advantageous Proposal/No Obligation to Award**

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

#### **L. Multiple Contract Awards**

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

#### **M. Right to Extend Contract**

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

#### **N. Rights of the Port Authority**

- (1) The Port Authority reserves all its rights at law and equity with respect to this RFP including, but not limited to, the unqualified right, at any time and in its sole discretion, to change or modify this RFP, to reject any and all proposals, to waive defects or irregularities in proposals received, to seek clarification of proposals, to request additional information, to request any or all Proposers to make a presentation, to undertake discussions and modifications with one or more Proposers, or to negotiate an agreement with any Proposer or third person who, at any time, subsequent to the deadline for submissions to this RFP, may express an interest in the subject matter hereof, to terminate further participation in the proposal process by a Proposer or to proceed with any proposal or modified proposal, which in its judgment will, under all circumstances, best serve the Port Authority's interest. The Port Authority may, but shall not be obliged to, consider incomplete proposals or to request or accept additional material or information. The holding of any discussions with any Proposer shall not constitute acceptance of a proposal, and a proposal may be accepted with or without discussions.
- (2) No Proposer shall have any rights against the Port Authority arising from the contents of this RFP, the receipt of proposals, or the incorporation in or

rejection of information contained in any proposal or in any other document. The Port Authority makes no representations, warranties, or guarantees that the information contained herein, or in any addenda hereto, is accurate, complete, or timely or that such information accurately represents the conditions that would be encountered during the performance of the contract. The furnishing of such information by the Port Authority shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Proposer, by submitting its proposal, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement or promise, of the Port Authority, its directors, officers, agents, representatives, or employees, oral or in writing, shall impair or limit the effect of the warranties of the Proposer required by this RFP or Contract and the Proposer agrees that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever.

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

**O. No Personal Liability**

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

**ATTACHMENT A**  
**AGREEMENT ON TERMS OF DISCUSSION**

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

Notwithstanding the above, and without assuming any legal obligation, the Port Authority will employ reasonable efforts, subject to the provisions of the Port Authority's Freedom of Information Policy and Procedure adopted by the Port Authority's Board of Commissioners on November 20, 2008, which may be found on the Port Authority website at: <http://www.panynj.gov/corporate-information/pdf/Freedom-of-Information-Policy-and-Procedure.pdf>, not to disclose to any competitor of the undersigned, information submitted which are trade secrets or is maintained for the regulation or supervision of commercial enterprise which, if disclosed, would cause substantial injury to the competitive position of the enterprise, and which information is identified by the Proposer as proprietary, which may be disclosed by the undersigned to the Port Authority as part of or in connection with the submission of a proposal.

\_\_\_\_\_  
**(Company)**

\_\_\_\_\_  
**(Signature)**

\_\_\_\_\_  
**(Title)**

\_\_\_\_\_  
**(Date)**

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

**ATTACHMENT B  
PART I  
CONTRACT TERMS AND CONDITIONS FOR FACILITY SERVICES**

**TABLE OF CONTENTS**

	<b>Page</b>
1. General Agreement .....	26
2. Description of Services .....	26
3. Duration .....	26
4. Billing and Payment.....	27
5. Payment Reduction or Withholding Payments.....	30
6. Non-Performance of Contractor's Duties Liquidated Damages .....	30
7. Increase/Decrease Hours of Coverage and Areas or Frequencies .....	32
8. Extra Work.....	32
9. Specific Definitions.....	34
10. Outreach, Transportation and Referral Services.....	35
11. Daily Reports/Status Meetings.....	40
12. Personnel Requirements.....	41
13. Oversight of Personnel/Approval of Staffing.....	41
14. Materials, Supplies and Equipment.....	42
15. Uniforms-Identification Card.....	42
16. Management and Supervision.....	42
17. Daily Sign-in Sheets.....	43
18. Insurance Procured by the Contractor.....	43
19. Holidays.....	44
20. Identification.....	44

## ATTACHMENT B

### PART I

#### CONTRACT SPECIFIC TERMS AND CONDITIONS FOR FACILITY SERVICES

##### **Section 1. General Agreement**

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

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

##### **Section 2. Specific Definitions**

To avoid undue repetition, the following terms whenever they occur in this Contract or any of the other papers forming a part of the Contract shall be construed as follows:

- a. The term "EWR" or "Facility" shall mean Newark Liberty International Airport, its terminals, its parking lots, its parking garages its AirTrain stations, its courtyards, its construction and structures, all of which are part of the Newark Liberty International Airport.
- b. The term "Director" shall mean the Director of the Aviation Department,
- c. The term "General Manager" shall mean the General Manager of New Jersey Airports.
- d. The term "Control Desk Supervisor" means the supervisor of the Landside Control and Communications Center at EWR.
- e. The term "regular hours" shall mean hours stated in each of the hours of operation as follows:
  - Monday-Friday: two (2) eight (8) hour shifts, one commencing at 6:00 AM and ending at 2:00 PM and one commencing at 11:00 PM and ending the next morning at 7:00 AM., fifty two (52) weeks a year, excluding holidays.
  - Saturdays and Sundays, eight (8) hours per day, hours of work 11:00PM-7:00AM, 52 weeks per year, excluding holidays.
- f. Whenever they refer to the Work or its performance, the words "directed", "required", "permitted", "ordered", "designated", "prescribed" and words of similar import shall mean directed, required, permitted, ordered, designated, or prescribed by the General Manager: and "approved", "acceptable",

“satisfactory” and words of similar import shall mean approved by or acceptable or satisfactory to the General Manager. Whenever “including”, “such as” or words of similar import are used, the specific things thereafter enumerated shall not limit the generality of the things preceding such words.

- g.** The term “Scope of Work” and “Specifications” and “Services” and “Work” are herein used synonymously as the context may require.
- h.** The term “team” refers to the Outreach Staff including the Program Monitor, Social Services Case Worker, and Management Representative.

### **Section 3. Description of Services**

Subject to all the terms and conditions of this Contract, the Contractor hereby offers and agrees to provide all the necessary supervision, personnel, equipment, materials and other things necessary to operate and staff an Outreach and Referral Services to the Homeless Program, which will provide outreach, transportation and referral services to the homeless population at Newark Liberty International Airport (EWR) (the “Facility”)(such outreach, transportation and referral services for the homeless hereinafter called “the Services”) and the Contractor further agrees to assume and perform all other duties and obligations imposed upon it by this Contract.

The Contractor shall furnish at the sole cost and expense of the Contractor, all labor, clerical help, supervision, management, services, materials, supplies, equipment and vehicles necessary to perform the outreach, transportation and referral services for the homeless as provided in the clause hereof entitled “Outreach and Referral Services.” All services shall be performed during regular working hours as defined herein.

### **Section 4. Duration**

- a.** The term of this Contract shall be for a three (3) year period (the "Base Term") commencing on or about April 10, 2015 at 12:01 A.M. (“the Commencement Date”) and unless sooner terminated or revoked or extended as provided in Paragraph (b) and (c) herein, shall expire on or about April 9, 2018 at 11:59 P.M. (“Expiration Date”).
- b.** The Authority shall have the absolute right to extend the Base Term for an additional period of up to 120 days subsequent to the Expiration Date of the Base Term, (hereinafter called the “Extension Period”), subject to the same terms and conditions as the previous contract period. The prices quoted by the Contractor for the previous contract period shall remain in effect during this Extension Period without adjustment. If it so elects to extend this Contract, the Authority will advise the Contractor, in writing, that the term is so extended, and stipulate the length of the extended term, at least thirty (30) days prior to the Expiration Date of the contract period.
- c.** The Port Authority shall have the right to extend this Contract for two (2) one (1) year Option Periods to October 31, 2020 (hereinafter called the "Option Period") following the Expiration Date, upon the same terms and conditions subject only to adjustments of charges, if applicable to this Contract, as may be hereinafter provided in the paragraph entitled “Escalation/Price Adjustment.” If the Port Authority shall elect to exercise the Option(s) to

extend this Contract, then, no later than thirty (30) days prior to the Expiration Date, the Port Authority shall send a notice that it is extending the Base Term of this Contract, and this Contract shall thereupon be extended for the applicable Option Period. If the Contract provides for more than one (1) Option Period, the same procedure shall apply with regard to extending the term of this Contract for succeeding Option Periods.

**Section 5. Billing and Payment**

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

- a. For each tour of outreach and referral services satisfactorily performed herein, the applicable staff hourly rate for the hours of such tour, inserted by the Contractor in the Cost Proposal Form accepted by the Port Authority for the applicable year of the Base Term.
- b. For each month or portion thereof during which a van or vans are satisfactorily provided hereunder, the monthly charge per van inserted by the Contractor in the Cost Proposal Form accepted by the Port Authority for the applicable year of the Base Term.
- c. For each month or portion thereof of outreach and referral services satisfactorily performed hereunder, the monthly management fee inserted by the Contractor in the Cost Proposal Form accepted by the Port Authority for the applicable year of the Base Term.

The foregoing shall be the entire compensation to the Contractor for all work performed hereunder subject only to the express provisions of this Contract specifically setting forth actual, defined additions to or deductions from such compensation.

On or about the fifteenth (15<sup>th</sup>) day of each month beginning with the month following the month in which this Contract commences and ending with the month following the month in which this Contract expires or is terminated, the Contractor shall submit to the Port Authority an original and one copy of all invoices and supporting documents for the services performed by the Contractor under this Contract during the preceding month. The Port Authority will make payment of the amount due to the Contractor for the preceding month as determined in accordance with the terms and conditions of this Contract within thirty (30) days of the Port Authority's receipt and verification of the Contractor's invoice.

Payments made hereunder are subject to such adjustments as may be necessitated following Authority verification of the accuracy of amounts billed. Such payments are further subject to deductions for such liquidated damages to which the Authority may be entitled pursuant to the clause hereof entitled "Liquidated Damages".

No certificate, payment, acceptance of any Work or any other act or omission of any representative of the Port Authority shall operate to release the Contractor from any obligation under or upon this Contract, or to stop the Port Authority from showing at any time that such certificate, payment, acceptance, act or omission was incorrect or to preclude the Port Authority from recovering any monies paid in excess of those lawfully due and any damage sustained by the Port Authority.

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

"Final Payment", as the term is used throughout this Contract, shall mean the final payment made for services rendered in the last month of the Base Term or any extended term. However should this Contract be terminated for any reason prior to the last month of the Base Term or any extended term, then Final Payment shall be the payment made for services rendered in the month during which such termination becomes effective.

The acceptance by the Contractor, or by anyone claiming by or through him, of Final Payment shall be and shall operate as a release from Contractor to the Port Authority of all claims and of all liability to the Contractor for all things done or furnished in connection with the Contract and for claims arising out of breach of contract and claims based on claims of third persons. No payment, however final or otherwise, shall operate to release the Contractor from any obligations in connection with this Contract.

The Contractor's acceptance and release as provided in the immediately preceding paragraph shall be deemed to be based upon the consideration, the sufficiency of which is hereby acknowledged, forming part of this Contract as a whole and shall not be considered gratuitous; but in an event even if deemed gratuitous and without consideration, such agreement as provided in the immediately preceding paragraph shall nevertheless be effective. Such release shall include all claims, whether or not in litigation and even though still under consideration by the Port Authority. Any attempt by Contractor to preserve the right to pursue a claim against the Port Authority after acceptance of Final Payment shall be null and void. The acceptance of any check designated as "Final Payment" or bearing any similar designation shall be conclusively presumed to demonstrate the intent of the Contractor that such payment was intended to be accepted as final, with the consequences provided in this numbered clause, notwithstanding any purported reservation of rights.

The Contractor agrees that it shall not be entitled to, and hereby waives any right it might otherwise have to, and shall not seek any judgment whether under this Contractor or otherwise for any such Final Payment or for an amount equivalent thereto or based thereon, or for any part thereof, if such judgment would have the effect of varying, numbered clause or have the effect in any way of entitling the Contractor to accept such Final Payment or an amount equivalent thereto or based thereon or any part thereof other than in the same fashion a voluntary acceptance of a

Final Payment subject to all the terms of this Contract including this numbered clause, unless and until the Contractor should obtain a judgment on any claim arising out of or in connection with this Contract (including a claim based on breach of contract) for an amount not included in said Final Payment. In any case in which interest is allowable on the amount of the Final Payment, such interest shall be at the rate of 6% per annum for the period, if any in which interest is due.

**Section 6. Payment Reductions/Withholding of Payments**

If (1) the Contractor fails to perform any of its obligations under this Contract or any other agreement between the Port Authority and the Contractor (including his obligation to the Port Authority to pay any claim lawfully made against him by an materialman, subcontractor or workman or other person which arises out of or in connection with the performance of this Contract or any other agreement with the Port Authority) or (2) any claim (just or unjust) which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor is made against the Port Authority or (3) any subcontractor under this Contract or any agreement between the Port Authority and the Contractor fails to pay any claims lawfully made against him by any materialman, subcontractor, workman or other third person which arises out of or in connections with this Contract or any Director/General Manager any of the aforesaid contingencies is likely to arise, then the Port Authority shall have the right, in its discretion, to withhold out of any payment (final or otherwise). All sums so applied shall be deducted from the Contractor's compensation. Omission by the Port Authority to withhold out of any payment, final or otherwise, a sum for any of the time of such payment, shall not be deemed to indicate that the Port Authority intends to exercise its right with respect to such 1`contingency. Neither the above provisions for rights of the Port Authority to withhold and apply monies nor any exercise or attempted exercises of, or omission to exercise, such rights by the Port Authority shall create or execute any obligation of any kind to such materialmen, subcontractors, workmen or other third persons.

The Contractor undertakes to pay all claims lawfully made against him by subcontractors, materialmen, and workmen, and all claims lawfully made against him or other third persons arising out of or in connection with or because of the performance of this Contract and to cause all subcontractors to pay all such claims lawfully made against them.

The Contractor shall provide, at no cost to the Authority, access for and reasonable assistance to such auditors from the Port Authority or the Port Authority's external auditors that may, from time to time, be designated to audit detail records which support Contractor charges to the Authority. The Authority shall have access to the detail records that support Contractor charges to the Authority for up to three years following the termination of the contract.

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

**Section 7. Escalation/Price Adjustment**

All Contract prices submitted by the Contractor and agreed to by The Port Authority, shall be applicable to the Base Term. For the Option Period(s) that are applicable to this Contract and are exercised hereunder, (excluding the one hundred twenty (120) day Extension Period as described in Section 3 hereof entitled "Duration") the Port Authority shall adjust the compensation due to the Contractor utilizing the Consumer Price Index for all Urban Consumers; Series Id: CUURA101SA0L2; Not Seasonally Adjusted; New York-Northern New

Jersey-Long Island, NY-NJ-CT-PA area; all items less shelter; 1982-1984=100, published by the Bureau of Labor Statistics of the United States Department of Labor (hereinafter called the "Price Index").

For the first year of the Option Period of the Contract, the Price Index shall be determined for the months of October 2016 and October 2017. The Contract unit prices payable in the final year of the Base Term shall be multiplied by a fraction the numerator of which is the Price Index for October 2017 and the denominator of which is the Price Index for October 2016. The resulting product shall be the amounts payable to the Contractor in the first Option Period.

For the second year of the Option Period of the Contract, the Price Index shall be determined for the months of October 2017 and October 2018. The Contract unit prices payable to the Contractor in the first Option Period shall be multiplied by a fraction the numerator of which is the Price Index for October 2018 and the denominator of which is the Price Index for October 2017. The resulting product shall be the amounts payable to the Contractor in the second Option Period.

In the event of a change in the basis for the computation of the said Index or the discontinuance of its publication, such other appropriate index shall be substituted as may be agreed upon by the Authority and the Contractor as properly reflecting changes in the value of the current United States money in a manner similar to that established in the said Price Index. In the event of the failure of the parties to so agree, the Port Authority may select and use such index, as it seems appropriate. Notwithstanding the provisions of this section, in no event shall any adjustment hereunder, be greater than three percent (3%) per annum.

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

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

**Section 8. Non-Performance of Contractor's Duties – Liquidated Damages**

The Contractor's obligation for the performance and completion on Work within the time or times provided for in this Contract and the work orders issued hereunder are of the essence of this Contract. In the event the Contractor fail to satisfactorily perform all or any part of the work required hereunder in accordance with the requirement set forth in the specifications (as the same as may be modified in accordance with provision set forth herein) then, inasmuch as the damage and loss to the Authority for such failure to perform includes items of loss whose amount will be incapable or very difficult of accurate estimation, the damages of such failures to perform shall be liquidated as follows:

- a. In the event that the Contractor fails to have a team member present at the work site where the presence of such team member is required in accordance with the terms of this Contract, the Contractor will be charged \$200 for each hour or part thereof during which such team member is not present, said amount or amounts to be paid by the Contractor to the Port Authority or deducted from any sums due and owing from the Port Authority to the Contractor, as the Port Authority shall determine from time to time in its sole discretion (it being understood that, in addition to the foregoing, in no event shall any amount be payable by the Port Authority for Services not actually provided or unsatisfactorily provided by the Contractor).
- b. In the event the Contractor fails to provide cell phones for any staff assigned to this Contract as required by the terms of this Contract, then, inasmuch as the damage to the Port Authority, including disruption of the operation of the Airport(s) and disruption of the Homeless Outreach and Referral Services that may result from the non-performance of the portion of the Service not performed cannot be calculated and will be incapable of determination, in lieu of and in liquidation of damages for such breach, the amount payable by the Port Authority to the Contractor hereunder shall be reduced by an amount equal to \$100 per day for each day or part thereof in which the cell phone is not in use or not in working order, said amount or amounts to be paid by the Contractor to the Port Authority or deducted from any sums due and owing from the Port Authority to the Contractor, as the Port Authority shall determine from time to time in its sole discretion (it being understood that, in addition to the foregoing, in no event shall any amount be payable by the Port Authority for Services not actually provided or unsatisfactorily provided by the Contractor).
- c. In the event the Contractor's response time exceeds the response time required herein for services provided under the Section of the Contract entitled "Outreach and Referral Services," then inasmuch as the damage to the Port Authority, including disruption of the operation of the Airport(s) and disruption of the Homeless Outreach and Referral Services that may result from the non-performance of the portion of the service not performed cannot be calculated and will be incapable of determination, then the amount payable by the Port Authority to the Contractor hereunder shall be reduced by an amount equal to \$200 for each hour or part thereof by which the Contractor's response exceeds the response time required herein, said amount or amounts to be paid by the Contractor to the Port Authority or deducted from any sums due and owing from the Port Authority to the Contractor, as the Port Authority shall determine from time to time in its sole discretion (it being understood that, in addition to the foregoing, in no event shall any amount be payable by the Port Authority for Services not actually provided or unsatisfactorily provided by the Contractor).

Nothing contained in this Section nor the exercise of any right by the Port Authority hereunder shall waive, limit, satisfy or affect in any way any claims or demands against the Contractor by Port Authority of others arising from the failure of the Contractor to perform the Service hereunder. Nothing contained in this Section or the exercise of any rights contained therein by

the Port Authority shall be or be deemed to be a waiver or relinquishment by the Port Authority of the right of the Port Authority to terminate the Contract as provided for herein.

Any such amount owed to the Port Authority from items a, b, and c above may be deducted by the Port Authority from subsequent invoices otherwise payable by the Port Authority.

Should the Port Authority exercise its right to terminate this Agreement, liquidated damages will be assessed by the Port Authority only for failure of performance occurring prior to such termination.

**Section 9. Increase and Decrease in Hours/Days of Coverage, Areas or Frequencies**

The Port Authority reserves the right to alter, by increasing, reducing or otherwise changing, coverage hours and level of service provided. The Contractor has the right to suggest changes to the coverage hours it provides and the number of staff team members needed to provide sufficient service at EWR. The Contractor will be notified in writing, at least thirty (30) days in advance of a request by the Port Authority to alter the hours and staff needed for coverage. The General Manager will be notified in writing, at least thirty days in advance of a request by the Contractor to alter the hours of coverage or number of staff.

The Port Authority shall have the right, at any time and from time to time in its sole discretion, to increase or decrease the frequencies of all or any part of the services required hereunder and/or to add areas not described herein in the Specifications or remove areas or parts of areas which are hereunder so described. In the event the Port Authority decides to change any frequencies or areas such change shall be by written notice not less than thirty (30) days, said changes to be effective upon the date specified in said notice.

In the event of an increase or decrease in hours, days of coverage, areas or frequencies, the Contractor's compensation will be adjusted to reflect such change utilizing the applicable Hourly Rate/Unit Price for the staff position (for the applicable Contract year) as set forth on the Cost Proposal Form(s). Where no specific Unit Price has been quoted for the staff position to be increased or decreased, the Port Authority shall have the right to negotiate the compensation to reflect such change, whether an increase or decrease in hours, days of coverage, areas or frequencies, which, in the opinion of the Port Authority, are necessary to complete the work, by multiplying the increased or decreased amount by the negotiated rate. In the event of a decrease, the Contractor shall not be entitled to compensation for Work not performed.

No such change in hours, days of coverage, areas or frequencies will be implemented which results in a total increase or decrease in compensation that is greater than 50% of the Total Estimated Contract Price for the Base Term.

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

**Section 3. Extra Work**

The Contractor is required to provide separate materials, supplies, equipment and personnel for Extra Work when such is deemed necessary by the General Manager. Extra Work as used herein shall be defined as work, which differs from that expressly or impliedly, required in these Specifications in their present form. No item set forth in the Scope of Work shall be deemed Extra Work.

The Contractor is to supply the amount of materials, supplies, equipment and personnel required by the Superintendent within twenty four (24) hours following its receipt of written notice from the General Manager or, in the case of an emergency as determined by the General Manager, within four (4) hours following its receipt of the General Manager's oral notification. Where oral notification is provided hereunder, the General Manager will thereafter confirm the same in writing.

Compensation for such Extra Work shall be determined by mutual agreement between the General Manager acting personally and the Contractor. However, should the parties fail to reach such an agreement, the following amounts and such amounts only shall increase the Contractor's compensation.

In the case of Extra Work performed by the Contractor itself, an amount equal to the actual net cost in money of (a) labor required for such Extra Work, plus fifteen percent (15%) of such net cost, (b) materials required for such extra work plus five percent (5%) of such net cost, and (c) such rental for equipment (other than small tools) required for such Extra Work as the General Manager deems reasonable.

In the case of Extra Work performed by a subcontractor, an amount equal to the sum of (a), (b) and (c) above, plus an additional five percent (5%), provided that any such subcontract has been approved, in advance, by the General Manager.

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

"Labor" means employees directly involved in the Extra Work defined and employed at the Site of the Work, subject to the General Manager's authority to determine what employees of any category are required for "Extra Work" and as to the portion of their time allotted to Extra Work: and "cost of labor" means the wages actually paid to and received by such employees plus a proper proportion of (a) vacation allowances and assessments which the employer actually pays pursuant to contractual obligation upon the basis of such wages, and (b) taxes actually paid by the employer pursuant to law upon the basis of such wages. "Employees" as used above means only the employees of one employer.

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

The annual cost of all Extra Work performed by the Contractor shall not exceed six percent (6%) of the Estimated Total Contract Price for the applicable year unless otherwise expressly authorized in writing by the Director/General Manger. These funds shall be used only when necessary and are not routinely spent as part of the Contract.

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

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

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

**Section 4. Outreach, Transportation, and Referral Services**

The staff assigned to this Contract shall perform assigned outreach, transportation and referral services. Said employees and the required van (see Section herein entitled "Materials, Supplies and Equipment") shall be on this airport during the days and hours delineated.

The Contractor shall provide such full coverage regardless of whether the regularly assigned employees are absent from site of the Work due to vacation, illness or personal leave or for any other reasons and regardless of the availability of the assigned van due to needed repairs and/or vehicle maintenance. The Contractor shall provide qualified persons, acceptable to the Port Authority for the relief of the assigned staff in the event of vacation, illness, personal leave or any other absence of the assigned staff.

The Contractor is responsible to identify, engage and transport homeless and other individuals in need of assessment and referral service. The Contractor shall provide a qualified team and shall supply direct supervision to staff assigned to perform the Work. Given the nature of Port Authority facilities, the outreach team is required to have skills to engage this population, developing relationships and trust.

The Contractor shall maintain a fully staffed outreach team and a van exclusively available for use at EWR as required below:

- a. The Contractor shall provide one fully staffed outreach team with a van which meets the specifications contained in the clause hereof entitled "Materials, Supplies and Equipment." The team shall consist of one (1) Management Representative, one (1) Program Monitor, and two (2) Social Services Case Workers to perform the services described herein, both of whom shall be qualified to be the van driver. All staff must possess a valid Driver's License. Below are the working hours during which the team shall provide service:
  - The Management Representative's hours of operation are on an as needed basis to provide supervision to the Social Services Case Workers and Program Monitor and to attend biweekly and monthly meetings when required by the Port Authority Contract Administrator.
  - Program Monitor: eight (8) hours per day, 6:00AM–2:00PM five (5) days per week, Monday through Friday, 52 weeks per year.

- 1<sup>st</sup> Social Services Case Worker: eight (8) hours per day 11:00PM–7:00AM, five (5) days per week, Monday through Friday, 52 weeks per year.
  - 2<sup>nd</sup> Social Services Case Worker: eight (8) hours per day 11:00PM–7:00AM, Saturdays and Sundays. All hours of work are excluding holidays.
- b. The Contractor shall be responsible for the effective management and direct supervision of the Work and of the staff assigned to the work including implementing sufficient management controls and utilizing such tools as are necessary to ensure the work is accomplished in an effective manner. The Contractor shall also act as a liaison with line management Port Authority and with other agencies.
  - c. The applicable team member(s) will patrol and observe the areas of EWR and each level of the three (3) airport terminals A, B and C, the AirTrain Stations, parking lots and parking garages and courtyards. The applicable team member(s), with assistance of a Port Authority Police Officer, will approach those individuals who appear to be homeless and offer them outreach and referral services assistance. Homeless persons accepting these services will be transported by a team member via van to the shelter.
  - d. The applicable team member(s) shall begin the start of their tour at the Newark Liberty International Airport, Outreach and Referral Office, located at Terminal B, Bravo Area, Level 1. The Contractor will contact the Port Authority Control Desk Supervisor by phone (973-792-5980) to inform him/her of his/her arrival and being ready to identify, engage and transport for assessment and referral individuals who choose to avail themselves of such service and make beds available at the shelter as specified herein for those who choose to avail themselves of the services.

The applicable team member(s) shall then proceed; terminal-by-terminal, AirTrain Station by AirTrain Station, Parking Lot by Parking Lot to perform the same service at the other stations described as described in section c above and will respond to Port Authority Police who will, as necessary, refer clients to the team members for services.

- e. The applicable team member(s) shall endeavor ,upon identifying clients and accepting Port Authority Police referred clients, to refer said homeless individuals from the facility to private or public shelters, hospitals, or other sources of social services that they may require, as herein described (such services as drug and alcohol detoxification service and clothing and food). The Contractor, at all times, shall have a resource in a private facility within the New Jersey Shelter System of at least ten (10) shelter beds for at least ten (10) individuals. In the event of a severe weather emergency, and private shelter beds are not available, the Contractor shall seek beds from the private or public shelter system.

- f. Staff requirements shall be as set forth in the clause hereof entitled "Personnel Requirements". The Contractor shall provide replacement staff that demonstrates skills in conducting outreach to homeless individuals, for relief of the assigned staff in the event of vacation, illness, personal business or any other absence of the assigned staff.
- g. The Contractor shall provide administrative reports on staff activity, attendance, training, etc. as required by the General Manager or designee, to demonstrate satisfaction of the terms of this Contract. The Contractor shall maintain and submit, as a part of the monthly invoice submittal, daily sign-in sheets for employees (including name and titles).
- h. The Contractor shall submit additional information related to the outreach, transportation and referral services hereunder as reasonably requested by the Port Authority.
- i. The Contractor shall meet with Port Authority, at such times and at such locations as determined by the Port Authority to discuss the impact of outreach, transportation and referral services on the homeless population at EWR and any other issues deemed necessary by the General Manager.
- j. The Proposer's capacity to access a range of quality linkages including but not limited to safe-and-secure shelter beds, safe haven beds, stabilization beds, housing and other services as demonstrated by their ability to access other service providers and government agencies and the shelter's proximity to EWR..
- k. These services shall be performed in a professional manner in consultation with the Contract Administrator, or the designee, and in compliance with the Port Authority's Attachment C: "Rules and Regulations for Terminals A, B and C Newark Liberty International Airport".
- l. The Contractor, at its own expense, shall provide each team member with a cell phone in order to ensure the ability to maintain contact with appropriate Port Authority personnel. The response time for answering a call from the Port Authority personnel shall be no longer than fifteen (15) minutes.
- m. Specific responsibilities and anticipated end results for the outreach team members below:
  1. **Management Representative**

The Management Representative is responsible for randomly checking and assisting in the day-to-day Services as required by the Port Authority, as needed, to be provided by the Social Services Case Worker or Program Monitor as follows:

    - a. Primary Responsibilities
      - Supervise the outreach workers and assist wherever needed.

- Engages homeless men and women in an effort to gain their acceptance of alternate shelter and other needed services.
- Oversee the development, implementation and follow-up on consumer interventions.
- Oversee outreach staff assessments of the nature and extent of specific consumer problems (e.g. Psychiatric, etc.), through the development of a psychosocial history by reviewing social, medical, mental health, substance abuse and general history.
- Contact appropriate Port Authority staff and other agencies when referring discharge planning with agencies to which homeless have been referred for a brief stay.
- Participate in crisis interventions.

**b. Anticipated End Results**

- Reduce the number of homeless using EWR as shelter.
- Insure proper functioning of the service provided at the designated outreach catchment area.
- Insure clinically sound and adequately tracked outreach intervention.
- Insure the outreach efforts result in the best placements to minimize the likelihood that homeless will return to the site of origin.
- Insure that staff outreach efforts are well coordinated in placing homeless in appropriate environments.
- Insure an adequately trained professionally committed staff.
- Assure that homeless with mental health, substance abuse, dual diagnosis and other problems are provided appropriate clinical interventions.

**2. Social Services Case Workers**

With the assistance of the Port Authority Police Officer, actively engages with homeless men and women in conversation, gains their confidence and assists them in finding alternate shelter.

**a. Primary Responsibilities**

- Completes Attachment I: Daily Activity Reports, Attachment J: Daily Sign-In Sheets and Attachment K: Daily Encounter Reports and provides all reports to the Program Monitor.

- Engages homeless individuals in an effort to gain their acceptance of alternate shelter and other needed services.
- Observes homeless individuals for indication of major problems (e.g. alcohol or substance abuse, psychiatric disorder, physical disability, etc.) that would impact on the type of program appropriate for the homeless.
- Attempts to obtain information from homeless individuals as to their past history, especially their involvement with programs in the past to which it might be appropriate for them to return.
- Assists in the process of placement, including the providing of transportation of homeless.
- Maintains and upgrades clerical and professional skills.

**b. Anticipated End Results**

- Reduce the number of homeless individuals using EWR as shelter.
- Maximize the number of contacts made with homeless men and women in the outreach effort.
- Submitting information on homeless individual to the Management Representative to develop a plan so that the maximum number of homeless individuals are placed.

**3. Program Monitor**

With the assistance of the Social Services Case Workers and under the supervision of the Management Representative, actively engages homeless men and women in conversation, gains their confidence and assists them in alternate shelter. Oversees the daily operation at this facility and prepares all reports.

**a. Primary Responsibilities**

- Completes and collects Attachment I: Daily Activity Reports, Attachment J: Daily Sign-In Sheets and Attachment K: Daily Encounter Reports from all staff and shall be faxed to the Port Authority Contract Administrator on a daily basis at (973) 961-6716.
- Prepares a written profile report and proposed plan for each homeless person identified on the premises on how to assist them.

The profile report must clearly identify, where the homeless client was originally located at EWR, for example, Jane/John Doe, EWR @ Terminal B, near food court area.

The profile report and proposed plan shall be forwarded to the Port Authority Contract Administrator on a daily basis at (973) 961-6716.

- Engages homeless individuals in an effort to gain their acceptance of alternate shelter and other needed services.
- Observes homeless individuals for indication of major problems (e.g. alcohol or substance abuse, psychiatric disorder, physical disability, etc.) that would impact on the type of program appropriate for the homeless.
- Attempts to obtain information from homeless individuals as to their past history, especially their involvement with programs in the past to which it might be appropriate for them to return.
- Assists in the process of placement, including the providing of transportation of homeless.
- Maintains and upgrades clerical and professional skills.

**b. Anticipated Results:**

- Reduce the number of homeless individuals using EWR as shelter.
- Maximize the number of contacts made with homeless men and women in the outreach effort.
- Submit information on homeless individuals to the Management Representative to develop a plan so that the maximum number of homeless individuals are placed.
- Promote situational awareness to Port Authority Police and Port Authority Staff of the whereabouts of homeless at EWR.
- Identify the type of homeless personalities to the Port Authority Police.

**Section 5. Daily Reports/Status Meetings**

The Program Monitor shall report to the General Manager or his designee at the completion of each visit required by these specifications and shall keep the Contract Administrator informed of the Services performed by furnishing the Contract Administrator or his representative with a completed Attachment I, Daily Activity Report, Attachment J, Daily Sign-In Sheets, and Attachment K, Daily Encounter Report on a daily basis.

The information contained in the Attachment I, Daily Activity Report shall include, in addition to any other pertinent data and in a format approved by the Contract Administrator, the following information: the date of service, showing, at a minimum, the number of homeless persons observed, contacted and the number accepting the outreach, transportation and various referral services offered by the Contractor.

Program Monitor and Social Services Case Workers will complete Attachment J: Daily Sign-in Sheets to verify their attendance. Attachment J should also include the name of the Police Officer who accompanied them on their walkthrough.

Attachment K: Daily Encounter Report should provide the type of encounter. For example: If an individual was seen at this facility for the first time and accepted service. What type of service was required or agreed to, such as Medical or Substance Abuse. If so, where at this facility were they encountered? Did they bring them to the Outreach and Referral Services office for further discussion?

Attachment I, Daily Activity Report, Attachment J, Daily Sign-In Sheets, and Attachment K, Daily Encounter Report shall be faxed to the Contract Administrator's Office at the end of each day which would include both tours.

The Contractor shall schedule and conduct regular monthly status meetings with Port Authority management staff. The purpose of these meetings shall be to apprise the Port Authority as to the current status of the work and problems noted as well as to discuss immediate and long-term solutions on homeless persons.

The Contractor shall submit all reports requested by the Contract Administrator on a daily basis. The Contractor shall provide additional custom reports, beyond those reports specified herein, when requested by the Port Authority Contract Administrator throughout the term of the contract period.

#### **Section 6. Personnel Requirements**

The team member(s) required under this Contract shall consist of one (1) Management Representative, one (1) Program Monitor and two (2) Social Services Case Workers to perform the services described herein, both of whom shall be qualified to drive the van. Following is a description of the qualifications for each team member follows:

##### **A. Management Representative**

The position requires a Master of Social Work (MSW) degree in a mental health discipline and a minimum of three (3) years experience in outreach and referral services to homeless individuals seeking shelter. In lieu of a MSW, a BA or BS degree in Social Work, Psychology or related human services field with a minimum of three years experience working with the homeless or providing social services approved as acceptable alternate experience by the Port Authority. The Management Representative must possess a valid Driver's License.

##### **B. Program Monitor**

The position requires a MSW degree in a mental health discipline and a minimum of two (2) years experience with an outreach and referral services to homeless individuals seeking shelter. In lieu of a MSW, A BA or BS degree in Social Work, Psychology or related human services field with a minimum of three (3) years experience working with the homeless or providing social services approved as acceptable alternate experience by the Port Authority. The Program Monitor must possess a valid Driver's License.

### **C. Social Services Case Worker**

The position requires a minimum of two (2) years with a hundred and twenty (120) college credits, with the emphasis in Social Work, Psychology, or related human services, or three years experience working in outreach and referral services to homeless individuals seeking shelter. The Social Services Case Workers must possess a valid Driver's License.

### **Section 7. Oversight of Personnel/Approval of Staffing**

The Contractor shall furnish sufficiently trained personnel suitable to perform the Services required of the Contractor under this Agreement. The qualifications of all personnel shall be subject to review and approval by the General Manager, prior to hiring for the performance of Services under the Contract. The General Manager shall be notified at least five (5) working days in advance of the anticipated employment date for his review and approval during the term of this Contract. If any such personnel is deemed unsatisfactory or does not perform the Services to be furnished hereunder in a proper manner and satisfactory to the Port Authority, or in the determination of the General Manager has taken any action which constitutes a conflict of interest or which is inconsistent with the highest level of honesty, ethical conduct or public trust or which the General Manager determined is adverse to the public interest or to the best interest of the Port Authority, the Contractor shall remove any such personnel and replace them with personnel satisfactory to the Port Authority within seventy-two (72) hours, upon written notice from the Port Authority.

The Contractor shall update the list of all employees providing the services herein upon award of the Contract at EWR and as needed. The list shall include the following information: the name of the employee; his/her position, licenses, a brief outline of his/her experience and/or past employment; total official paid leave days for the existing year (e.g. vacation, personal, sick days, etc.) and other data deemed by the General Manager to be necessary. The Contractor shall verify all past employment and provide the General Manager with a copy of such verification upon request.

### **Section 8. Materials, Supplies and Equipment**

The Contractor shall furnish a cell phone for use by the outreach team member. In addition, the Contractor shall furnish all materials, supplies and equipment for the outreach, transportation and referral services required under this Contract. Included in this requirement shall be providing the passenger van, to be operated by a member of the outreach team and used to transport homeless persons from EWR to shelters, hospitals and other social services, which they might require. A parking space at the Facility will be provided for the Contractor's vehicle at no cost while the Contractor is performing outreach services. Office space shall be provided by the Port Authority for the duration of the Contract at no cost to the Contractor, which will include office furniture only. The Contractor shall provide office equipment/telephone/fax and associated utilities.

The van must accommodate a minimum of seven (7) passengers, be no more than four (4) model years old and have accumulated no more than 25,000 miles of use prior to assignment to this Contract. The Contractor shall be responsible for all fuel, tolls, maintenance, and repair costs associated with the van. The Contractor must have access to a comparable replacement vehicle in the event of a breakdown of the assigned vehicle. Compensation for the materials, supplies and equipment shall be included in the monthly charge for the van on the Contractor's Cost Proposal Form.

**Section 9. Identification Card**

The Contractor's staff performing the outreach and referral services shall wear visible identification card, which will be supplied by the Port Authority. The Port Authority shall have the right to require the removal of any employees who shall fail to wear the proper identification card and the exercise of this right shall not limit the obligations of the Contractor to perform the work or to furnish the required number of employees as specified.

**Section 10. Management and Supervision**

The Contractor shall make available to the General Manager the primary residence emergency and alternate telephone numbers for all the Management Representative, the Program Monitor and the Case Workers for use in emergency response notification. Such information shall be updated as necessary.

If the Contractor's staff member on duty is away from the Facility more than two (2) hours or more, the Contract Administrator must be notified.

The Contractor shall instruct its staff and through them, all employees and agents that the safety and convenience of the public and the Port Authority operation shall take precedence over all considerations at all times.

**Section 11. Daily Sign-In Sheets**

The Contractor shall maintain and submit Attachment J, Daily Sign-In Sheets for its employees, including names and titles, fax to the Contract Administrator at (973) 961-6716. No Contractor employee shall sign in or out for another, unless otherwise agreed to between the General Manager, or her designee, and the Contractor.

**Section 12. Insurance Procured by the Contractor**

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

**Commercial General Liability Insurance - \$ 2 million combined single limit per occurrence for bodily injury and property damage liability.**

**Automobile Liability Insurance - \$ 2 million combined single limit per accident for bodily injury and property damage liability.**

**In addition, the liability policy (ies) shall name The Port Authority of NY and NJ and its related entities as additional insureds, including but not limited to premise-operations, products-completed operations on the Commercial General Liability Policy. Moreover, the Commercial General Liability Policy shall not contain any provisions for exclusions from liability other than provisions for exclusion from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy (ies) and certificate of insurance shall contain cross-liability language providing severability of interests so that coverage will respond as if separate policies were in force for each insured. These insurance requirements shall be in effect for the duration of the contract to include any**

warrantee/guarantee period.

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

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

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

In addition, the policy (ies) shall include the Authority and its wholly owned entities as an additional insured and the policy (ies) and its certificate must be specifically endorsed to contain a provision that the policy may not be canceled, terminated, or modified without thirty (30) days’ prior written notice to the Port Authority of NY and NJ, Attn: Facility Contract Administrator, at the location where the work will take place and to the General Manager, Risk Financing.

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

Within five (5) days after the award of this agreement or contract and prior to the start of work, the Contractor must submit an original certificate of insurance, to the Port Authority of NY and NJ, Facility Contract Administrator, at the location where the work will take place. This certificate of insurance MUST show evidence of the above insurance policy (ies), stating the agreement/contract number prior to the start of work. The General Manager, Risk Financing must approve the certificate(s) of insurance before any work can begin. Upon request by the Port Authority, the Contractor shall furnish to the General Manager, Risk Financing, a certified copy of each policy, including the premiums.

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

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

The requirements for insurance procured by the Contractor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Contractor under this contract. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Contractor against the obligations imposed on them by law or by this or any other Contract. *[CITS#4018N]*

**Section 19. Holidays**

Except where otherwise specified, all the following holidays will be observed at the Facility. Where specified, these holidays shall mean and include:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
Presidents' Day	Election Day
Memorial Day	Veterans Day
Independence Day	Thanksgiving Day
	Christmas Day

If any such holiday falls on a Sunday then the next day shall be considered the holiday and/or if any such holiday falls on a Saturday then the preceding day shall be considered the holiday. No work shall be performed on a holiday.

## ATTACHMENT B

### PART II - COST PROPOSAL FORM

#### ENTRY OF PRICES

- a. The prices quoted shall be written in figures, in ink, preferably in black ink where required in the spaces provided on the Cost Proposal Form(s) attached hereto and made a part hereof.
- b. All Proposers are asked to ensure that all charges quoted for similar operations in the Contract are consistent.
- c. Prices must be submitted for each Item required on the Cost Proposal Form(s). Proposers are advised that the Items on the Cost Proposal Form(s) correspond to the required services set forth in the Contract hereunder.
- d. Proposers are asked to ensure that all figures are inserted as required, and that all computations made have been verified for accuracy. The Proposer is advised that the Port Authority may verify only that RFP or those RFPs that it deems appropriate and may not check each and every RFP submitted for computational errors. In the event that errors in computation are made by the Proposer, the Port Authority reserves the right to correct any error and to recompute the Estimated Total Three (3) Year Contract Price, as required, based upon the applicable unit prices inserted by the Proposer, which amount shall govern in all cases
- e. In the event that a Proposer quotes an amount in the Estimated annual column but omits to quote an Hourly Rate or Monthly Charge/Fee for that amount in the space provided, the Port Authority reserves the right to compute and insert the appropriate unit price.
- f. The Total Costs for the Three (3) Year Contract Price is solely for the purpose of facilitating the comparisons of RFPs. Compensation shall be in accordance with the section of this Contract entitled "Billing and Payment".
- g. The Total Estimated Contract Price shall be obtained by adding the Estimated Total Contract Price for the first year of the Contract to the Estimated Annual Contract Price for each subsequent year.

**COST PROPOSAL FORM  
FIRST YEAR PRICING**

**I. LABOR COSTS FOR MOBILE OUTREACH TEAM**

STAFF POSITIONS	EST. HOURS		HOURLY RATE		EST. ANNUAL COST	
PROGRAM MONITOR (Monday-Friday)	2160	x		=		A1
SS CASE WORKER (Monday-Friday)	2160	x		=		A2
SS CASE WORKER (Saturday & Sunday)	832	x		=		A3

Total Estimated Year One Labor Cost \$ \_\_\_\_\_ (A4)  
(Sum A1+A2+A3)

**II. CHARGE FOR ONE VAN (FIRST YEAR VAN COST)**

\*Monthly Charge \$ \_\_\_\_\_ x 12 months = \$ \_\_\_\_\_ (A5)  
Total Van charge-Year One

*\*Van charge shall include all associated costs related to the use of the van including, but not limited to, insurance, gasoline, leasing costs, maintenance.*

**III. MONTHLY MANAGEMENT FEE \$ \_\_\_\_\_ x 12 MONTHS = \$ \_\_\_\_\_ (A6)**  
MONTHLY FEE TOTAL MANAGEMENT FEE YEAR ONE

The Management Fee shall be full compensation for the cost of the Management Representative, and general contract management and supervision, including but not limited to access to beds, home office expenses, overhead, profit, equipment not furnished by Port Authority, all other expenses in connection with the performance of this Contract, whether or not presently foreseen or foreseeable, other than those charges specifically included above. Please note that the overhead rate shall not include any charges included in Part II above.

**IV. ESTIMATED TOTAL CONTRACT PRICE – YEAR ONE \$ \_\_\_\_\_ (A7)**  
(Sum of A4+A5+A6)

**COST PROPOSAL FORM  
SECOND YEAR PRICING**

**V. LABOR COSTS FOR MOBILE OUTREACH TEAM**

STAFF POSITIONS	EST. HOURS		HOURLY RATE		EST. ANNUAL COST	
PROGRAM MONITOR (Monday-Friday)	2160	x		=		B1
SS CASE WORKER (Monday-Friday)	2160	x		=		B2
SS CASE WORKER (Saturday and Sunday)	832	x		=		B3

Total Estimated Year Two Labor Cost \$ \_\_\_\_\_ (B4)  
(Sum B1+B2+B3)

**VI. CHARGE FOR ONE VAN (SECOND YEAR VAN COST)**

\*Monthly Charge \$ \_\_\_\_\_ x 12 months = \$ \_\_\_\_\_ (B5)  
Total Van change-Year Two

*\*Van charge shall include all associated costs related to the use of the van including but not limited to insurance, gasoline, leasing costs, maintenance.*

**VII. MONTHLY MANAGEMENT FEE \$ \_\_\_\_\_ x 12 MONTHS = \$ \_\_\_\_\_ (B6)**  
MONTHLY FEE TOTAL MANAGEMENT FEE YEAR TWO

The Management Fee shall be full compensation for the cost of the Management Representative, and general contract management and supervision, including but not limited to access to beds, home office expenses, overhead, profit, equipment not furnished by Port Authority, all other expenses in connection with the performance of this Contract, whether or not presently foreseen or foreseeable, other than those charges specifically included above. Please note that the overhead rate shall not include any charges included in Part II above.

**V. ESTIMATED TOTAL CONTRACT PRICE – YEAR TWO \$ \_\_\_\_\_ (B7)**  
(Sum of B4+B5+B6)

**COST PROPOSAL FORM  
THIRD YEAR PRICING**

**VIII. LABOR COSTS FOR MOBILE OUTREACH TEAM**

STAFF POSITIONS	EST. HOURS		HOURLY RATE		EST. ANNUAL COST	
PROGRAM MONITOR (Monday-Friday)	2160	x		=		C1
SS CASE WORKER (Monday-Friday)	2160	x		=		C2
SS CASE WORKER (Saturday and Sunday)	832	x		=		C3

Total Estimated Year Two Labor Cost \$ \_\_\_\_\_ (C4)  
(Sum C1+C2+C3)

**IX. CHARGE FOR ONE VAN (SECOND YEAR VAN COST)**

\*Monthly Charge \$ \_\_\_\_\_ x 12 months = \$ \_\_\_\_\_ (C5)  
Total Van change-Year Three

*\*Van charge shall include all associated costs related to the use of the van including but not limited to insurance, gasoline, leasing costs, maintenance.*

X. MONTHLY MANAGEMENT FEE \$ \_\_\_\_\_ x 12 MONTHS = \$ \_\_\_\_\_ (C6)  
MONTHLY FEE TOTAL MANAGEMENT FEE YEAR THREE

The Management Fee shall be full compensation for the cost of the Management Representative, and general contract management and supervision, including but not limited to access to beds, home office expenses, overhead, profit, equipment not furnished by Port Authority, all other expenses in connection with the performance of this Contract, whether or not presently foreseen or foreseeable, other than those charges specifically included above. Please note that the overhead rate shall not include any charges included in Part II above.

XI. ESTIMATED TOTAL CONTRACT PRICE – YEAR THREES \_\_\_\_\_ (C7)  
(Sum of C4+C5+C6)

XII. ESTIMATED TOTAL THREE (3) YEAR CONTRACT PRICE \$ \_\_\_\_\_ (C8)  
(Sum A7 + B7+ C7)

**ATTACHMENT C**  
**THE PORT AUTHORITY'S RULES AND REGULATIONS**  
**FOR**  
**TERMINAL A, B, AND C – NEWARK LIBERTY INTERNATIONAL AIRPORT**

**1. TERMINAL A**

Permission to use the Newark Liberty International Airport Terminal A facility is conditional upon acceptance of and compliance with rules, regulations, ordinances and laws of the Terminal A Tenant Airlines, Port Authority of New York and New Jersey, City of Elizabeth, City of Newark, State of New Jersey, and the United States. Entry into the Terminal by any person shall be deemed to constitute an agreement by such persons to comply with such rule, regulations, ordinances and laws.

Set forth below, to provide information to interested persons, are Terminal A Tenant Airlines Rules and Regulations. The enforceability of any rules, regulation, ordinance or law of the Terminal A Tenant Airlines, Port Authority, City of Elizabeth, City of Newark, State of New Jersey, and the United States is not affected by the failure to set forth its text or substance in this notice.

Terminal A Airline General Managers or their representatives in addition to local police officers shall have authority to deny the use of the terminal to any individual violating rules, regulations, ordinances or laws.

Terminal A shall be open during operational hours only. Operational hours are from the check-in of the first departing airline passenger for the first flight each day to the arrival of the last airline flight plus ample time to obtain belongings and depart the airport each day. Terminal A shall be closed at all such other times. No person is permitted access to Terminal A during non-operational hours except for airline employees, vendors, contractors, Port Authority personnel, or other person specifically authorized by Terminal A Airline General Managers or their representatives.

No person is permitted to enter any restricted area or closed area unless authorized and accompanied by persons with such authorization.

The solicitation and receipt of funds is prohibited, except in the authorized conduct of business.

No person shall sleep or give the appearance of sleeping, dozing, lying, or sitting down on the floors, hallways, stairs, landings or other places in the terminal where such activity may be hazardous to such person or to others, or in any way interfere with the operation of the terminal, pedestrian flow or comfort of its users or tenants.

No person shall spit, urinate or defecate on any part of the terminal other than in a urinal or toilet intended for that purpose.

No person shall bath or shower, or launder or change clothes, or remain undressed, in or at any public sink, washroom, or any other area within the terminal.

No person shall drink, or carry an open container, or any alcoholic beverage in any public area of the terminal other than an area in which, alcoholic beverages are served for on-premises consumption by a lessee or permittee of the Port Authority Terminal A Airline Tenants.

No person shall smoke or carry a lighted cigar, cigarette, pipe, match or any open flame in or upon any Fuel Storage Area, Public Landing Area, Public Ramp or Apron Area, Public Passenger Ramp and Apron Area, Public Cargo Ramp and Apron Area or Public Aircraft Parking and Storage Area, open deck, gallery or balcony contiguous to and overlooking any such area; indoor areas open to the public (including, but not limited to, ticketing and boarding areas), ground transportation systems (including, but not limited to, indoor and outdoor areas open to the public in monorail cars and stations), elevators, waiting areas, baggage claim areas, bars, restaurants or other food service establishments (including, but not limited to, the outdoor areas of restaurants or other food service establishments, except as provided herein), retail stores, elevators, rest rooms, chapels and mediation rooms, and medical facilities; vehicles open to the public, including limousines, buses, vans and taxis; child care facilities; indoor areas of commercial establishments used for the purpose of carrying on any trade, vocation or charitable activity not otherwise specified; and; indoor areas places of employment of one or more persons.

No person shall throw, discharge or deposit trash, garbage, waste, oil or other petroleum products or any other waste materials into or upon any portion of the terminal except by depositing such materials in the receptacles provided therefore.

No person shall abandon any property at the terminal.

No person except a police officer or another person authorized by the Terminal A Airline General Managers or their representatives shall enter in the terminal any animal except a "seeing eye" dog, a "hearing aid" dog or an animal properly confined for shipment.

No person shall do or permit to be done anything which may interfere with the effectiveness or accessibility of Port Authority, Airline, or airline authorized vendor or contractor equipment or other mechanical system, facility or equipment or other mechanical system, facility or equipment installed or located at the terminal.

No person shall store bundles, paper, cloth, cardboard or any other materials in solid, liquid or gas form that could in any way pose a fire or life safety hazard or obstruct or hinder passage.

No person except those persons authorized shall bring into or carry firearms, explosives, acids, inflammables or compressed gases.

## **2. TERMINAL B**

Permission to use the Newark Liberty International Airport Terminal B facility is conditional upon acceptance of and compliance with rules, regulations, ordinances and laws of the Terminal B Tenant Airlines, Port Authority of New York and New Jersey, City of Elizabeth, City of Newark, State of New Jersey, and the United States. Entry into the Terminal by any person shall be deemed to constitute an agreement by such persons to comply with such rule, regulations, ordinances and laws.

Set forth below, to provide information to interested persons, are Terminal B Tenant Airlines Rules and Regulations. The enforceability of any rules, regulation, ordinance or law of the Terminal A Tenant Airlines, Port Authority, City of Elizabeth, City of Newark, State of New

Jersey, and the United States is not affected by the failure to set forth its text or substance in this notice.

Terminal B Airline General Managers or their representatives in addition to local police officers shall have authority to deny the use of the terminal to any individual violating rules, regulations, ordinances or laws.

Terminal B shall be open during operational hours only. Operational hours are from the check-in of the first departing airline passenger for the first flight each day to the arrival of the last airline flight plus ample time to obtain belongings and depart the airport each day. Terminal A shall be closed at all such other times. No person is permitted access to Terminal A during non-operational hours except for airline employees, vendors, contractors, Port Authority personnel, or other person specifically authorized by Terminal A Airline General Managers or their representatives.

No person is permitted to enter any restricted area or closed area unless authorized and accompanied by persons with such authorization.

The solicitation and receipt of funds is prohibited, except in the authorized conduct of business.

No person shall sleep or give the appearance of sleeping, dozing, lying, or sitting down on the floors, hallways, stairs, landings or other places in the terminal where such activity may be hazardous to such person or to others, or in any way interfere with the operation of the terminal, pedestrian flow or comfort of its users or tenants.

No person shall spit, urinate or defecate on any part of the terminal other than in a urinal or toilet intended for that purpose.

No person shall bath or shower, or launder or change clothes, or remain undressed, in or at any public sink, washroom, or any other area within the terminal.

No person shall drink, or carry an open container, or any alcoholic beverage in any public area of the terminal other than an area in which, alcoholic beverages are served for on-premises consumption by a lessee or permittee of the Port Authority Terminal A Airline Tenants.

No person shall smoke or carry a lighted cigar, cigarette, pipe, match or any open flame in or upon any Terminal, Fuel Storage Area, Public Landing Area, Public Ramp or Apron Area, Public Passenger Ramp and Apron Area, Public Cargo Ramp and Apron Area or Public Aircraft Parking and Storage Area, open deck, gallery or balcony contiguous to and overlooking any such area; indoor areas open to the public (including, but not limited to, ticketing and boarding areas), ground transportation systems (including, but not limited to, indoor and outdoor areas open to the public in monorail cars and stations), elevators, waiting areas, baggage claim areas, bars, restaurants or other food service establishments (including, but not limited to, the outdoor areas of restaurants or other food service establishments, except as provided herein), retail stores, elevators, rest rooms, chapels and mediation rooms, and medical facilities; vehicles open to the public, including limousines, buses, vans and taxis; child care facilities; indoor areas of commercial establishments used for the purpose of carrying on any trade, vocation or charitable activity not otherwise specified; and; indoor areas places of employment of one or more persons.

No person shall throw, discharge or deposit trash, garbage, waste, oil or other petroleum products or any other waste materials into or upon any portion of the terminal except by depositing such materials in the receptacles provided therefore.

No person shall abandon any property at the terminal.

No person except a police officer or another person authorized by the Terminal A Airline General Managers or their representatives shall enter in the terminal any animal except a "seeing eye" dog, a "hearing aid" dog or an animal properly confined for shipment.

No person shall do or permit to be done anything which may interfere with the effectiveness or accessibility of Port Authority, Airline, or airline authorized vendor or contractor equipment or other mechanical system, facility or equipment or other mechanical system, facility or equipment installed or located at the terminal.

No person shall store bundles, paper, cloth, cardboard or any other materials in solid, liquid or gas form that could in any way pose a fire or life safety hazard or obstruct or hinder passage.

No person except those persons authorized shall bring into or carry firearms, explosives, acids, inflammables or compressed gases.

### **3. TERMINAL C**

Permission to use the Newark Liberty International Airport Terminal C facility is conditional upon acceptance of and compliance with Port Authority Rules, Regulations and Continental Airlines' Rules and Regulations. Entry into the Terminal by any person shall be deemed to constitute an agreement by such persons to comply with such rule, regulations, ordinances and laws.

Set forth below, to provide information to interested persons, are summaries of certain Rules and Regulations applicable to the Terminal C facility. The text of the rules themselves is set forth in the current version of the Airport Rules and Regulations of the Port Authority of New York and New Jersey or in Continental Airlines' Policies. The enforceability of any regulation, ordinance or law of the Port Authority, City of Newark, State of New Jersey, and the United States is not affected by the failure to set forth its text or substance in this notice.

The Management of Continental Airlines or their representatives have authority to deny the use of the terminal to any individual violating rules or laws.

Terminal C is a smoke free facility. No person shall smoke or carry a lighted cigar, cigarette, pipe, match or any open flame in or upon any: Fuel Storage Area, Public Landing Area, Public Ramp or Apron Area, Public Passenger Ramp and Apron Area, Public Cargo Ramp and Apron Area or Public Aircraft Parking and Storage Area, open deck, gallery or balcony contiguous to and overlooking any such area; indoor areas open to the public (including, but not limited to, ticketing and boarding areas), ground transportation systems (including, but not limited to, indoor and outdoor areas open to the public in monorail cars and stations), elevators, waiting areas, baggage claim areas, bars, restaurants or other food service establishments (including, but not limited to, the outdoor areas of restaurants or other food service establishments, except as provided herein), retail stores, elevators, rest rooms, chapels and mediation rooms, and medical facilities; vehicles open to the public, including limousines, buses, vans and taxis; child care facilities; indoor areas of commercial establishments used for the purpose of carrying on any

trade, vocation or charitable activity not otherwise specified; and; indoor areas places of employment of one or more persons.

No person is permitted to enter any restricted area or closed area unless authorized and accompanied by persons with such authorization.

The solicitation and receipt of funds is prohibited, except in the authorized conduct of business.

No person shall sleep or give the appearance of sleeping, dozing, lying, or sitting down on the floors, hallways, stairs, landings or other places in the terminal where such activity may be hazardous to such person or to others, or in any way interfere with the operation of the terminal, pedestrian flow or comfort of its users or tenants.

No person shall spit, urinate or defecate on any part of the terminal other than in a urinal or toilet intended for that purpose.

No person shall bath or shower, or launder or change clothes, or remain undressed, in or at any public sink, washroom, or any other area within the terminal.

No person shall drink, or carry an open container, or any alcoholic beverage in any public area of the terminal other than an area in which, alcoholic beverages are served for on-premises consumption by a lessee or permittee of the Port Authority Terminal A Airline Tenants.

No person shall throw, discharge or deposit trash, garbage, waste, oil or other petroleum products or any other waste materials into or upon any portion of the terminal except by depositing such materials in the receptacles provided therefore.

No person shall abandon any property at the terminal.

Passenger gate areas may only be accessed after processing through required screening of both baggage and the person. No access to the ramp side is permitted without the required Port Authority identification being displayed on a person's garment.

No access to the public will be allowed during hours designated as closed. Continental reserves the right to change these hours without advance notice. When the Terminal is closed, only those persons with authorized identification and or business purposes will be permitted to remain and or enter the Terminal. All others will be required to promptly vacate the premises.

No person shall do or permit to be done anything which may interfere with the effectiveness or accessibility of Continental or Port Authority equipment or other mechanical system, facility or equipment installed or located at the terminal.

No one is permitted to enter any restricted area or closed area unless accompanied by a properly badged Continental, Vendor or Port Authority staff member.

No person shall store bundles, paper, cloth, cardboard or any other materials in solid, liquid or gas form that could in any way pose a fire or life safety hazard or obstruct or hinder passage.

No person except those persons authorized shall bring into or carry firearms, explosives, acids, inflammables or compressed gases.

**ATTACHMENT D- PROPOSER REFERENCE FORM**

Name of Proposer: \_\_\_\_\_

Please provide a list of references on the firm's performance of similar work within the last five years, including all current contracts. Use additional sheets as necessary.

Include the following information for each reference:

Customer Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

Phone and Fax Numbers of Contact: \_\_\_\_\_

Contract date(s): \_\_\_\_\_

Contract cost: \_\_\_\_\_

Description of work: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Customer Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

Phone and Fax Numbers of Contact: \_\_\_\_\_

Contract date(s): \_\_\_\_\_

Contract cost: \_\_\_\_\_

Description of Work: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Customer Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

Phone and Fax Numbers of Contact: \_\_\_\_\_

Contract date (s): \_\_\_\_\_

Contract cost: \_\_\_\_\_

Description of work: \_\_\_\_\_

**ATTACHMENT E- M/WBE PARTICIPATION PLAN**

*(AN M/WBE PARTICIPATION PLAN SHALL BE SUBMITTED AND WILL BE EVALUATED AS PART OF THE MANAGEMENT APPROACH. PLEASE INCLUDE FORM **PA 3749B**, TO BE COMPLETED BY THE PROPOSER FOR THE M/WBE PARTICIPATION PLAN SUBMISSION REQUIREMENT. IN THE EVENT OF AN M/WBE PLAN MODIFICATION, PLEASE USE FORM **PA 3749C**.)*

**ATTACHMENT F- STATEMENT OF SUBCONTRACTOR PAYMENTS**

**INSTRUCTIONS FOR STATEMENT OF SUBCONTRACTOR PAYMENT**

Attached is the Statement of Subcontractor Payments form, which shall be submitted with every invoice to be used in conjunction with the M/WBE Participation Plan.



## ATTACHMENT G - Certified Environmentally Preferable Products/Practices

Proposer Name: \_\_\_\_\_ Date: \_\_\_\_\_

In line with the Port Authority's efforts to promote products and practices which reduce our impact on the environment and human health, Proposers are encouraged to provide information regarding their environmentally preferable/sustainable business practices as they relate to this contract wherever possible. Proposers **must** complete this form and submit it with their response, if appropriate. Proposers **must** submit appropriate documentation to support the items for which the Proposer indicates a "Yes" and present this documentation in the proper sequence of this Attachment.

### 1. Packaging

Has the Proposer implemented any of the following environmental initiatives? (A checkmark indicates "Yes")

- \_\_\_ Use of corrugated materials that exceed the EPA recommended post-consumer recycled content
- \_\_\_ Use of other packaging materials that contain recycled content and are recyclable in most local programs
- \_\_\_ Promotes waste prevention and source reduction by reducing the extent of the packaging and/or offering packaging take-back services, or shipping carton return
- \_\_\_ Reduces or eliminates materials which have been bleached with chlorine or chlorine derivatives
- \_\_\_ Eliminates any packaging that may contain polyvinyl chloride (PVC), or polystyrene or heavy metals

**If yes, a description of the practices being followed must be included with the submission.**

### 2. Business Practices / Operations / Manufacturing

Does the Proposer engage in practices that serve to reduce or minimize an impact to the environment, including, but not necessarily limited to, the following items? (A checkmark indicates "Yes")

- \_\_\_ Recycles materials in the warehouse or other operations
- \_\_\_ Use of alternative fuel vehicles or vehicles equipped with diesel emission control devices for delivery or transportation purposes
- \_\_\_ Use of energy efficient office equipment or signage or the incorporation of green building design elements
- \_\_\_ Use of recycled paper (that meets federal specifications) in their marketing and/or resource materials
- \_\_\_ Other sustainable initiative

**If yes, a description of the practices being followed must be included with the submission.**

### 3. Training and Education

Does the Proposer conduct/offer a program to train or inform customers and employees of the environmental benefits of the products to be offered under this contract, and/or does the Proposer conduct environmental training of its own staff?

- Yes     No    If yes, Proposer must attach a description of the training offered and the specific criteria targeted by the training.

### 4. Certifications

Has the Proposer or any of its manufacturers and/or subcontractors obtained any of the following product / industry certifications? (A checkmark indicates "Yes")

- \_\_\_ ISO 14000 or adopted some other equivalent environmental management system
- \_\_\_ Other industry environmental standards (where applicable), such as the CERES principles, LEED Certification, C2C Protocol, Responsible Care Codes of Practice or other similar standards
- \_\_\_ Third Party product certifications such as Green Seal, Scientific Certification Systems, Smartwood, etc.

**If yes, Proposers must attach copies of the certificates obtained.**

**5. Other Environmental Criteria**

Proposers are encouraged to respond to criteria specifically indicated in this RFP as “Management Approach” (and attach the appropriate documentation) to receive consideration in the evaluation.

I hereby certify, under penalty of the law that the above statements are true and correct.

\_\_\_\_\_ **Name** \_\_\_\_\_ **Date**

**ATTACHMENT H**

**STANDARD CONTRACT TERMS AND CONDITIONS**

**STANDARD CONTRACT TERMS AND CONDITIONS**

**PART I GENERAL DEFINITIONS ..... 3**

**PART II GENERAL PROVISIONS ..... 4**

1. Facility Rules and Regulations of The Port Authority ..... 4

2. Contractor Not An Agent ..... 4

3. Contractor's Warranties ..... 5

4. Personal Non-Liability ..... 6

5. Equal Employment Opportunity, Affirmative Action, Non-Discrimination ..... 6

6. Rights and Remedies of the Port Authority..... 6

7. Rights and Remedies of the Contractor..... 6

8. Submission To Jurisdiction ..... 6

9. Harmony ..... 7

10. Claims of Third Persons ..... 7

11. No Third Party Rights ..... 8

12. Provisions of Law Deemed Inserted ..... 8

13. Costs Assumed By The Contractor ..... 8

14. Default, Revocation or Suspension of Contract ..... 8

15. Sales or Compensating Use Taxes ..... 11

16. No Estoppel or Waiver ..... 11

17. Records and Reports..... 11

18. General Obligations..... 12

19. Assignments and Subcontracting ..... 14

20. Indemnification and Risks Assumed By The Contractor..... 14

21. Approval of Methods..... 15

22. Safety and Cleanliness..... 15

23. Accident Reports ..... 15

24. Trash Removal ..... 16

25. Lost and Found Property ..... 16

26. Property of the Contractor..... 16

27. Modification of Contract..... 16

28. Invalid Clauses ..... 16

29. Approval of Materials, Supplies and Equipment ..... 16

30. Intellectual Property ..... 17

31. Contract Records and Documents – Passwords and Codes ..... 17

32. Designated Secure Areas..... 18

33. Notification of Security Requirements..... 18

34. Construction In Progress ..... 20

35. Permit-Required Confined Space Work..... 20

36. Signs ..... 21

37. Vending Machines, Food Preparation ..... 21

38. Confidential Information/Non-Publication ..... 21

39. Time is of the Essence..... 22

40. Holidays..... 22

41. Personnel Standards ..... 22

42. General Uniform Requirements for Contractor’s Personnel..... 22

43. Labor, Equipment and Materials Supplied by the Contractor..... 23

44. Contractor’s Vehicles – Parking - Licenses ..... 23

45.	Manager's Authority .....	23
46.	Price Preference.....	24
47.	M/WBE Good Faith Participation.....	24

**PART III CONTRACTOR'S INTEGRITY PROVISIONS ..... 25**

1.	Certification of No Investigation (criminal or civil anti-trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Information.....	25
2.	Non-Collusive Bidding, and Code of Ethics Certification, Certification of No Solicitation Based On Commission, Percentage, Brokerage, Contingent or Other Fees .....	26
3.	Bidder Eligibility for Award of Contracts - Determination by an Agency of the State of New York or New Jersey Concerning Eligibility to Receive Public Contracts .....	27
4.	Contractor Responsibility, Suspension of Work and Termination.....	28
5.	No Gifts, Gratuities, Offers of Employment, Etc.....	28
6.	Conflict of Interest.....	29
7.	Definitions .....	29

## STANDARD CONTRACT TERMS AND CONDITIONS

### PART I GENERAL DEFINITIONS

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

Authority or Port Authority - shall mean the Port Authority of New York and New Jersey.

Contract, Document or Agreement - shall mean the writings setting forth the scope, terms, conditions and Specifications for the procurement of Goods and/or Services, as defined hereunder and shall include, but not be limited to: Invitation for Bid (IFB), Request for Quotation (RFQ), Request for Proposal (RFP), Purchase Order (PO), Cover Sheet, executed Signature Sheet, AND PRICING SHEETS with Contract prices inserted," "STANDARD CONTRACT TERMS AND CONDITIONS," and, if included, attachments, endorsements, schedules, exhibits, or drawings, the Authority's acceptance and any written addenda issued over the name of the Authority's Manager, Purchasing Services Division.

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

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

Month - unless otherwise specified, shall mean a calendar month.

Director - shall mean the Director of the Department which operates the facility of the Port Authority at which the services hereunder are to be performed, for the time being, or his/her successor in duties for the purpose of this Contract, acting personally or through one of his/her authorized representatives for the purpose of this Contract.

Manager - shall mean the Manager of the Facility for the time being or his successor in duties for the purpose of this Contract, acting personally or through his duly authorized representative for the purpose of this Contract.

No person shall be deemed a representative of the Director or Manager except to the extent specifically authorized in an express written notice to the Contractor signed by the Director or Manager, as the case may be. Further, no person shall be deemed a successor in duties of the Director unless the Contractor is so notified in writing signed by the Authority's Manager, Purchasing Services Division. No person shall be deemed a successor in duties of the Manager unless the Contractor is so notified in a writing signed by the Director.

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

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

- (a) Black persons having origins in any of the Black African racial groups not of Hispanic origin;
- (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race;
- (c) Asian and Pacific Islander persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands;

- (d) Native American or Alaskan native persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

Site of the Work - or words of similar import shall mean the Facility and all buildings and properties associated therewith as described in this Contract.

Small Business Enterprise (SBE) - The criteria for a Small Business Enterprise are:

- o The principal place of business must be located in New York or New Jersey;
- o The firm must have been in business for at least three years with activity;
- o Average gross income limitations by industry as established by the Port Authority.

Subcontractor - shall mean anyone who performs work (other than or in addition to the furnishing of materials, plant or equipment) in connection with the services to be provided hereunder, directly or indirectly for or on behalf of the Contractor (and whether or not in privity of contract with the Contractor), but shall not include any person who furnished merely his own personal labor or his own personal services. "Subcontractor", however, shall exclude the Contractor or any subsidiary or parent of the Contractor or any person, firm or corporation which has a substantial interest in the Contractor or in which the Contractor or the parent or the subsidiary of the Contractor, or an officer or principal of the Contractor or of the parent of the subsidiary of the Contractor has a substantial interest, provided, however, that for the purpose of the clause hereof entitled "Assignments and Subcontracts" the exclusion in this paragraph shall not apply to anyone but the Contractor itself.

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

Work - shall mean all services, equipment and materials (including materials and equipment, if any, furnished by the Authority) and other facilities and all other things necessary or proper for, or incidental to the services to be performed or goods to be furnished in connection with the service to be provided hereunder.

## **PART II GENERAL PROVISIONS**

### **1. Facility Rules and Regulations of The Port Authority**

- a. The Contractor shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the facility Rules and Regulations of the Port Authority now in effect, and such further reasonable Rules and Regulations which may from time to time during the term of this Agreement be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance and efficient operation of the Facility. The Port Authority agrees that, except in case of emergency, it shall give notice to the Contractor of every Rule and Regulation hereafter adopted by it at least five days before the Contractor shall be required to comply therewith.
- b. A copy of the facility Rules and Regulations of the Port Authority shall be available for review by the Contractor at the Office of the Secretary of the Port Authority.

### **2. Contractor Not An Agent**

This Agreement does not constitute the Contractor the agent or representative of the Port Authority for any purpose whatsoever except as may be specifically provided in this Agreement. It is hereby specifically

acknowledged and understood that the Contractor, in performing its services hereunder, is and shall be at all times an independent Contractor and the officers, agents and employees of the Contractor shall not be or be deemed to be agents, servants or employees of the Port Authority.

### 3. Contractor's Warranties

The Contractor represents and warrants:

- a. That it is financially solvent, that it is experienced in and competent to perform the requirements of this Contract, that the facts stated or shown in any papers submitted or referred to in connection with the solicitation are true, and, if the Contractor be a corporation, that it is authorized to perform this Contract;
- b. That it has carefully examined and analyzed the provisions and requirements of this Contract, and that from its own investigations it has satisfied itself as to the nature of all things needed for the performance of this Contract, the general and local conditions and all other matters which in any way affect this Contract or its performance, and that the time available to it for such examination, analysis, inspection and investigation was adequate;
- c. That the Contract is feasible of performance in accordance with all its provisions and requirements and that it can and will perform it in strict accordance with such provisions and requirements;
- d. That no Commissioner, officer, agent or employee of the Port Authority is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder;
- e. That, except only for those representations, statements or promises expressly contained in this Contract, no representation, statement or promise, oral or in writing, of any kind whatsoever by the Port Authority, its Commissioners, officers, agents, employees or consultants has induced the Contractor to enter into this Contract or has been relied upon by the Contractor, including any with reference to: (1) the meaning, correctness, suitability, or completeness of any provisions or requirements of this Contract; (2) the nature, quantity, quality or size of the materials, equipment, labor and other facilities needed for the performance of this Contract; (3) the general or local conditions which may in any way affect this Contract or its performance; (4) the price of the Contract; or (5) any other matters, whether similar to or different from those referred to in (1) through (4) immediately above, affecting or having any connection with this Contract, the bidding thereon, any discussions thereof, the performance thereof or those employed therein or connected or concerned therewith.

Moreover, the Contractor accepts the conditions at the Site of the Work as they may eventually be found to exist and warrants and represents that it can and will perform the Contract under such conditions and that all materials, equipment, labor and other facilities required because of any unforeseen conditions (physical or otherwise) shall be wholly at its own cost and expense, anything in this Contract to the contrary notwithstanding.

Nothing in the Specifications or any other part of the Contract is intended as or shall constitute a representation by the Port Authority as to the feasibility of performance of this Contract or any part thereof.

The Contractor further represents and warrants that it was given ample opportunity and time and by means of this paragraph was requested by the Port Authority to review thoroughly all documents forming this Contract prior to opening of Bids on this Contract in order that it might request inclusion in this Contract of any statement, representation, promise or provision which it desired or on which it wished to place reliance; that it did so review said documents, that either every such statement, representation, promise or provision has been included in this Contract or else, if omitted, that it expressly relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Contract without claiming reliance thereon or making any other claim on account of such omission.

The Contractor further recognizes that the provisions of this numbered clause (though not only such provisions) are essential to the Port Authority's consent to enter into this Contract and that without such provisions, the Authority would not have entered into this Contract.

#### **4. Personal Non-Liability**

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

#### **5. Equal Employment Opportunity, Affirmative Action, Non-Discrimination**

- a. The Contractor is advised to ascertain and comply with all applicable federal, State and local statutes, ordinances, rules and regulations and, federal Executive Orders, pertaining to equal employment opportunity, affirmative action, and non-discrimination in employment.
- b. Without limiting the generality of any other term or provision of this Contract, in the event of the Contractor's non-compliance with the equal opportunity and non-discrimination clause of this Contract, or with any of such statutes, ordinances, rules, regulations or Orders, this Contract may be cancelled, terminated or suspended in whole or in part.

#### **6. Rights and Remedies of the Port Authority**

The Port Authority shall have the following rights in the event the Contractor is deemed guilty of a breach of any term whatsoever of this Contract:

- a. The right to take over and complete the Work or any part thereof as agent for and at the expense of the Contractor, either directly or through others.
- b. The right to cancel this Contract as to any or all of the Work yet to be performed.
- c. The right to specific performance, an injunction or any appropriate equitable remedy.
- d. The right to money damages.

For the purpose of this Contract, breach shall include but not be limited to the following, whether or not the time has yet arrived for performance of an obligation under this Contract: a statement by the Contractor to any representative of the Port Authority indicating that the Contractor cannot or will not perform any one or more of its obligations under this Contract; any act or omission of the Contractor or any other occurrence which makes it improbable at the time that it will be able to perform any one or more of its obligations under this Contract; any suspension of or failure to proceed with any part of the Work by the Contractor which makes it improbable at the time that it will be able to perform any one or more of its obligations under this Contract.

The enumeration in this numbered clause or elsewhere in this Contract of specific rights and remedies of the Port Authority shall not be deemed to limit any other rights or remedies which the Authority would have in the absence of such enumeration; and no exercise by the Authority of any right or remedy shall operate as a waiver of any other of its rights or remedies not inconsistent therewith or to estop it from exercising such other rights or remedies.

#### **7. Rights and Remedies of the Contractor**

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract which may be committed by the Port Authority, the Contractor expressly agrees that no default, act or omission of the Port Authority shall constitute a material breach of this Contract, entitling the Contractor to cancel or rescind this Contract or to suspend or abandon performance.

#### **8. Submission To Jurisdiction**

The Contractor hereby irrevocably submits itself to the jurisdiction of the Courts of the State of New York and New Jersey, in regard to any controversy arising out of, connected with, or in any way concerning this Contract.

The Contractor agrees that the service of process on the Contractor in relation to such jurisdiction may be

made, at the option of the Port Authority, either by registered or certified mail addressed to it at the address of the Contractor indicated on the signature sheet, or by actual personal delivery to the Contractor, if the Contractor is an individual, to any partner if the Contractor be a partnership or to any officer, director or managing or general agent if the Contractor be a corporation.

Such service shall be deemed to be sufficient when jurisdiction would not lie because of the lack of basis to serve process in the manner otherwise provided by law. In any case, however, process may be served as stated above whether or not it might otherwise have been served in a different manner.

## **9. Harmony**

- a. The Contractor shall not employ any persons or use any labor, or use or have any equipment, or permit any condition to exist which shall or may cause or be conducive to any labor complaints, troubles, disputes or controversies at the Facility which interfere or are likely to interfere with the operation of the Port Authority or with the operations of lessees, licensees or other users of the Facility or with the operations of the Contractor under this Contract.

The Contractor shall immediately give notice to the Port Authority (to be followed by written notices and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof. The Contractor shall use its best efforts to resolve any such complaint, trouble, dispute or controversy. If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Contractor at the Facility or against any operations of the Contractor under this Contract, whether or not caused by the employees of the Contractor, and if any of the foregoing, in the opinion of the Port Authority, results or is likely to result in any curtailment or diminution of the services to be performed hereunder or to interfere with or affect the operations of the Port Authority, or to interfere with or affect the operations of lessees, licensees, or other users of the Facility or in the event of any other cessation or stoppage of operations by the Contractor hereunder for any reason whatsoever, the Port Authority shall have the right at any time during the continuance thereof to suspend the operations of the Contractor under this Contract, and during the period of the suspension the Contractor shall not perform its services hereunder and the Port Authority shall have the right during said period to itself or by any third person or persons selected by it to perform said services of the Contractor using the equipment which is used by the Contractor in its operations hereunder as the Port Authority deems necessary and without cost to the Port Authority. During such time of suspension, the Contractor shall not be entitled to any compensation. Any flat fees, including management fees, shall be prorated. Prior to the exercise of such right by the Port Authority, it shall give the Contractor notice thereof, which notice may be oral. No exercise by the Port Authority of the rights granted to it in the above subparagraph shall be or be deemed to be a waiver of any rights of termination or revocation contained in this Contract or a waiver of any rights or remedies which may be available to the Port Authority under this Contract or otherwise.

- b. During the time that the Contractor is performing the Contract, other persons may be engaged in other operations on or about the worksite including Facility operations, pedestrian, bus and vehicular traffic and other Contractors performing at the worksite, all of which shall remain uninterrupted.

The Contractor shall so plan and conduct its operations as to work in harmony with others engaged at the site and not to delay, endanger or interfere with the operation of others (whether or not specifically mentioned above), all to the best interests of the Port Authority and the public as may be directed by the Port Authority.

## **10. Claims of Third Persons**

The Contractor undertakes to pay all claims lawfully made against it by subcontractors, suppliers and workers, and all claims lawfully made against it by other third persons arising out of or in connection with

or because of the performance of this Contract and to cause all subcontractors to pay all such claims lawfully made against them.

#### **11. No Third Party Rights**

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

#### **12. Provisions of Law Deemed Inserted**

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included therein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

#### **13. Costs Assumed By The Contractor**

It is expressly understood and agreed that all costs of the Contractor of whatever kind or nature and whether imposed directly upon the Contractor under the terms and provisions hereof or in any other manner whatsoever because of the requirements of the operation of the service or otherwise under this Agreement shall be borne by the Contractor or without compensation or reimbursement from the Port Authority, except as specifically set forth in this Agreement. The entire and complete cost and expense of the Contractor's services and operations hereunder shall be borne solely by the Contractor and under no circumstances shall the Port Authority be liable to any third party (including the Contractor's employees) for any such costs and expenses incurred by the Contractor and under no circumstances shall the Port Authority be liable to the Contractor for the same, except as specifically set forth in this Section.

#### **14. Default, Revocation or Suspension of Contract**

a. If one or more of the following events shall occur:

1. If fire or other cause shall destroy all or a substantial part of the Facility.
2. If any governmental agency shall condemn or take a temporary or permanent interest in all or a substantial part of the Facility, or all of a part of the Port Authority's interest herein;

then upon the occurrence of such event or at any time thereafter during the continuance thereof, the Port Authority shall have the right on twenty-four (24) hours written notice to the Contractor to revoke this Contract, such revocation to be effective upon the date and time specified in such notice.

In such event this Contract shall cease and expire on the effective date of revocation as if said date were the date of the expiration of this Contract. Such revocation shall not, however, relieve the Contractor of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

b. If one or more of the following events shall occur:

1. The Contractor shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or of any State thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all its property; or
2. By order or decree of a court the Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors, or, if the Contractor is a corporation,

by any of the stockholders of the Contractor, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any State thereof; or

3. A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against the Contractor and shall not be dismissed within thirty (30) days after the filing thereof; or
4. The interest of the Contractor under this Contract shall be transferred to, passed to or devolve upon, by operation of law or otherwise, any other person, firm or corporation, or
5. The Contractor, if a corporation, shall, without the prior written approval of the Port Authority, become a surviving or merged corporation in a merger, a constituent corporation in a consolidation, or a corporation in dissolution; or
6. If the Contractor is a partnership, and the said partnership shall be dissolved as the result of any act or omission of its copartners or any of them, or by operation of law or the order or decree of any court having jurisdiction, or for any other reason whatsoever; or
7. By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Contractor and such possession or control of all or substantially all of the property of the Contractor and shall continue in effect for a period of fifteen (15) days;

then upon the occurrence of any such event or at any time thereafter during the continuance thereof, the Port Authority shall have the right upon five (5) days notice to the Contractor to terminate this Contract and the rights of the Contractor hereunder; termination to be effective upon the date and time specified in such notice as if said date were the date of the expiration of this Contract. Termination shall not relieve the Contractor of any liabilities or obligations hereunder which have accrued on or prior to the effective date of termination.

c. If any of the following shall occur:

1. The Contractor shall cease, abandon any part of the service, desert, stop or discontinue its services in the premises for any reason whatsoever and regardless of the fault of the Contractor; or
2. The Contractor shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in this Contract on its part to be kept, performed or observed, within five (5) days after receipt of notice of default thereunder from the Port Authority (except where fulfillment of its obligations requires activity over a greater period of time, and the Contractor shall have commenced to perform whatever may be required for fulfillment within five (5) days after receipt of notice and continues such performance without interruption except for causes beyond its control);

then upon the occurrence of any such event or during the continuance thereof, the Port Authority shall have the right on twenty four (24) hours notice to the Contractor to terminate this Contract and the rights of the Contractor hereunder, termination to be effective upon the date and time specified in such notice. Termination shall not relieve the Contractor of any liabilities which shall have accrued on or prior to the effective date of termination.

d. If any of the events enumerated in this Section shall occur prior to commencement date of this Contract the Port Authority upon the occurrence of any such event or any time thereafter during the continuance thereof by twenty-four (24) hours notice may terminate or suspend this Contract and the rights of the Contractor hereunder, such termination or suspension to be effective upon the date specified in such notice.

- e. No payment by the Port Authority of any monies to the Contractor for any period or periods after default of any of the terms, covenants or conditions hereof to be performed, kept and observed by the Contractor and no act or thing done or omitted to be done by the Port Authority shall be deemed to be a waiver of the right of the Port Authority to terminate this Contract or of any other right or remedies to which the Port Authority may be entitled because of any breach thereof. No waiver by the Port Authority of any default on the part of the Contractor in the performance of any of the terms, covenants and conditions hereof to be performed, kept or observed by the Contractor shall be or be construed to be a waiver by the Port Authority of any other subsequent default in the performance of any of the said terms, covenants and conditions.
- f. In addition to all other rights of revocation or termination hereunder and notwithstanding any other provision of this Contract the Port Authority may terminate this Contract and the rights of the Contractor hereunder without cause at any time upon five (5) days written notice to the Contractor and in such event this Contract shall cease and expire on the date set forth in the notice of termination as fully and completely as though such dates were the original expiration date hereof and if such effective date of termination is other than the last day of the month, the amount of the compensation due to the Contractor from the Port Authority shall be prorated when applicable on a daily basis. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions already performed but no allowance shall be made for anticipated profits.
- g. Any right of termination contained in this paragraph, shall be in addition to and not in lieu of any and all rights and remedies that the Port Authority shall have at law or in equity consequent upon the Contractor's breach of this Contract and shall be without prejudice to any and all such other rights and remedies. It is hereby specifically agreed and understood that the exercise by the Port Authority of any right of termination set forth in this paragraph shall not be or be deemed to be an exercise by the Port Authority of an election of remedies so as to preclude the Port Authority from any right to money damages it may have for the period prior to the effective date of termination to the original expiration date of the Contract, and this provision shall be deemed to survive the termination of this Contract as aforesaid.
- h. If (1) the Contractor fails to perform any of its obligations under this Contract or any other agreement between the Port Authority and the Contractor (including its obligation to the Port Authority to pay any claim lawfully made against it by any supplier, subcontractor or worker or other person which arises out of or in connection with the performance of this Contract or any other agreement with the Port Authority) or (2) any claim (just or unjust) which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor is made against the Port Authority or (3) any subcontractor under this Contract or any other agreement between the Port Authority and the Contractor fails to pay any claims lawfully made against it by any supplier, subcontractor, worker or other third person which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor or if in the opinion of the Port Authority any of the aforesaid contingencies is likely to arise, then the Port Authority shall have the right, in its discretion, to withhold out of any payment (final or otherwise) such sums as the Port Authority may deem ample to protect it against delay or loss or to assure the payment of just claims of third persons, and to apply such sums in such manner as the Port Authority may deem proper to secure such protection or satisfy such claims. All sums so applied shall be deducted from the Contractor's compensation. Omission by the Port Authority to withhold out of any payment, final or otherwise, a sum for any of the above contingencies, even though such contingency has occurred at the time of such payment, shall not be deemed to indicate that the Port Authority does not intend to exercise its right with respect to such contingency. Neither the above provisions for rights of the Port Authority to withhold and apply monies nor any exercise or attempted exercise of, or omission to exercise, such rights by the Port Authority shall create any obligation of any kind to such supplier, subcontractors, worker or other third persons. If, however, the payment of any amount due the Contractor shall be improperly delayed, the Port

Authority shall pay the Contractor interest thereon at the rate of 6% per annum for the period of the delay, it being agreed that such interest shall be in lieu of and in liquidation of any damages to the Contractor because of such delay.

- i. If the Port Authority has paid any sum or has incurred any obligation or expense which the Contractor has agreed to pay or reimburse the Port Authority, or if the Port Authority is required or elects to pay any sum or sums or incurs any obligations or expense by reason of the failure, neglect or refusal of the Contractor to perform or fulfill any one or more of the conditions, covenants, or agreements contained in this Contract, or as a result of an act of omission of the Contractor contrary to the said conditions, covenants and agreements, the Contractor shall pay to the Port Authority the sum or sums so paid or expense so incurred, including all interests, costs and damages, promptly upon the receipt of the Port Authority's statement therefore. The Port Authority may, however, in its discretion, elect to deduct said sum or sums from any payment payable by it to the Contractor.
- j. If the Port Authority pays any installment to the Contractor without reducing said installment as provided in this Contract, it may reduce any succeeding installment by the proper amount, or it may bill the Contractor for the amount by which the installment paid should have been reduced and the Contractor shall pay to the Port Authority any such amount promptly upon receipt of the Port Authority's statement therefore.
- k. The Port Authority shall also have the rights set forth above in the event the Contractor shall become insolvent or bankrupt or if his affairs are placed in the hands of a receiver, trustee or assignee for the benefit of creditors.

#### **15. Sales or Compensating Use Taxes**

Purchases of services and tangible personal property by the Port Authority in the States of New York and New Jersey are generally exempt from state and local sales and compensating use taxes, and from most federal excises (Taxes). Therefore, the Port Authority's purchase of the Contractor's services under this Contract is exempt from Taxes. Accordingly, the Contractor must not include Taxes in the price charged to the Port Authority for the Contractor's services under this Contract. The Contractor certifies that there are no such taxes included in the prices for this Contract. The Contractor shall retain a copy of this Contract to substantiate the exempt sale.

The compensation set forth in this Agreement is the complete compensation to the Contractor, and the Port Authority will not separately reimburse the Contractor for any taxes unless specifically set forth in this Agreement.

#### **16. No Estoppel or Waiver**

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

No cancellation, rescission or annulment hereof, in whole or as to any part of the services to be provided hereunder, or because of any breach hereof, shall be deemed a waiver of any money damages to which the Port Authority may be entitled because of such breach. Moreover, no waiver by the Authority of any breach of this Contract shall be deemed to be a waiver of any other or any subsequent breach.

#### **17. Records and Reports**

The Contractor shall set up, keep and maintain (and shall cause its subcontractors to set up, keep and

maintain) in accordance with generally accepted accounting practice during the term of this Agreement and any extensions thereof and for three years after the expiration, termination or revocation thereof, records, payroll records and books of account (including, but not limited to, records of original entry and daily forms, payroll runs, cancelled checks, time records, union agreements, contracts with health, pension and other third party benefit providers) recording all transactions of the Contractor (and its subcontractors), at, through or in any way connected with or related to the operations of the Contractor (and its subcontractors) hereunder, including but not limited to all matters relating to the charges payable to the Contractor hereunder, all wages and supplemental benefits paid or provided to or for its employees (and its subcontractors' employees) and such additional information as the Port Authority may from time to time and at any time require, and also including, if appropriate, recording the actual number of hours of service provided under the Contract, and keeping separate records thereof which records and books of account shall be kept at all times within the Port District. The Contractor shall permit (and cause its subcontractors to permit) in ordinary business hours during the term of this Agreement including any extensions thereof and for three years thereafter the examination and audit by the officers, employees and representatives of the Port Authority of such records and books of account and also any records and books of account of any company which is owned or controlled by the Contractor, or which owns or controls the Contractor if said company performs services similar to those performed by the Contractor anywhere in the Port District. However, if within the aforesaid three year period the Port Authority has notified the Contractor in writing of a pending claim by the Port Authority under or in connection with this Contract to which any of the aforesaid records and documents of the Contractor or of its subcontractors relate either directly or indirectly, then the period of such right of access shall be extended to the expiration of six years from the date of final payment with respect to the records and documents involved.

Upon request of the Port Authority, the Contractor shall furnish or provide access to the federal Form I-9 (Employment Eligibility Verification) for each individual performing work under this Contract. This includes citizens and noncitizens.

The Contractor (and its subcontractors) shall, at its own expense, install, maintain and use such equipment and devices for recording the labor hours of the service as shall be appropriate to its business and necessary or desirable to keep accurate records of the same and as the general manager or the Facility Manager may from time to time require, and the Contractor (and its subcontractors) shall at all reasonable times allow inspection by the agents and employees of the Port Authority of all such equipment or devices.

- a. The Contractor hereby further agrees to furnish to the Port Authority from time to time such written reports in connection with its operations hereunder as the Port Authority may deem necessary or desirable. The format of all forms, schedules and reports furnished by the Contractor to the Port Authority shall be subject to the continuing approval of the Port Authority.
- b. No provision in this Contract giving the Port Authority a right of access to records and documents is intended to impair or affect any right of access to records and documents which they would have in the absence of such provision. Additional record keeping may be required under other sections of this Contract.

## **18. General Obligations**

- a. Except where expressly required or permitted herein to be oral, all notices, requests, consents and approvals required to be given to or by either party shall be in writing and all such notices, requests, consents and approvals shall be personally delivered to the other party during regular business hours or forwarded to such party by United States certified mail, return receipt requested, addressed to the other party at its address hereinbefore or hereafter provided. Until further notice the Contractor hereby designates the address shown on the bottom of the Contractors Signature Sheet as their address to which such notices, requests, consents, or approvals may be forwarded. All notices, requests, consents, or approvals of the Contractor shall be forwarded to the Manager at the Facility.

- b. The Contractor shall comply with the provisions of all present and future federal, state and municipal laws, rules, regulations, requirements, ordinances, orders and directions which pertain to its operations under this Contract and which affect the Contract or the performance thereof and those engaged therein as if the said Contract were being performed for a private corporation, except where stricter requirements are contained in the Contract in which case the Contract shall control. The Contractor shall procure for itself all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Contractor's operations hereunder which may be necessary for the Contractor's operations. The Contractor's obligation to comply with governmental requirements is not to be construed as a submission by the Port Authority to the application to itself of such requirements.
- c. The Contractor shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed on its property or operations hereunder or income therefrom, and shall make all applications, reports and returns required in connection therewith.
- d. The Contractor shall, in conducting its operations hereunder, take all necessary precautions to protect the general environment and to prevent environmental pollution, contamination, damage to property and personal injury. In the event the Contractor encounters material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or any other hazardous material, in conducting its operations hereunder, the Contractor shall immediately stop Work in the area affected and report the condition in writing to the Manager. Work in the affected area shall not thereafter be resumed by the Contractor except upon the issuance of a written order to that effect from the Manager.
- e. The Contractor shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, standard orders and directions of the American Insurance Association, the Insurance Services Office, National Fire Protection Association, and any other body or organization exercising similar functions which may pertain or apply to the Contractor's operations hereunder.

The Contractor shall not do or permit to be done any act which:

- 1. will invalidate or be in conflict with any fire insurance policies covering the Facility or any part thereof or upon the contents of any building thereon; or
  - 2. will increase the rate of any fire insurance, extended coverage or rental insurance on the Facility or any part thereof or upon the contents of any building thereon; or
  - 3. in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risk normally attendant upon the operations contemplated by this Contract; or
  - 4. may cause or produce in the premises, or upon the Facility any unusual, noxious or objectionable smoke, gases, vapors, odors; or
  - 5. may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Facility; or
  - 6. shall constitute a nuisance in or on the Facility or which may result in the creation, commission or maintenance of a nuisance in or on the Facility.
- f. If by reason of the Contractor's failure to comply with the provisions of this Section and provided the Port Authority has given the Contractor five (5) days written notice of its failure and the Contractor shall not have cured said failure within said five (5) days, any fire insurance, extended coverage or rental insurance rate on the Facility or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Contractor shall on demand pay the Port Authority that part of all fire insurance, extended coverage or rental insurance premiums paid or payable by the Port Authority which shall have been charged because of such violations by the Contractor.
  - g. The Contractor shall conduct its operations hereunder so as not to endanger, unreasonably interfere with, or delay the operations or activities of any tenants or occupants on the premises or the Facility and, moreover, shall use the same degree of care in performance on the premises as would be required by law of the Port Authority and shall conduct operations hereunder in a courteous, efficient and safe

manner.

- h. The Contractor shall provide such equipment and medical facilities as may be necessary to supply first aid service in case of accidents to its personnel who may be injured in the furnishing of service hereunder. The Contractor shall maintain standing arrangements for the removal and hospital treatment of any of its personnel who may be injured.

## **19. Assignments and Subcontracting**

- a. The Contractor shall not sell, transfer, mortgage, pledge, subcontract or assign this Contract or any part thereof or any of the rights granted hereunder or any moneys due or to become due to it hereunder or enter into any contract requiring or permitting the doing of anything hereunder by an independent Contractor, without the prior written approval of the Port Authority, and any such sale, transfer, mortgage, pledge, subcontract, assignment or contract without such prior written approval shall be void as to the Port Authority.
- b. All subcontractors who provide permanent personnel to the Contractor for work under this Contract shall be given written notice to comply with all requirements of the Contract. The Contractor shall be responsible and liable for the performance and acts of each subcontractor.
- c. All persons to whom the Contractor sublets services shall be deemed to be its agents and no subletting or approval thereof shall be deemed to release this Contractor from its obligations under this Contract or to impose any obligations on the Port Authority to such subcontractor or to give the subcontractor any rights against the Port Authority.

## **20. Indemnification and Risks Assumed By The Contractor**

To the extent permitted by law, the Contractor shall indemnify and hold harmless the Port Authority, its Commissioners, officers, representatives and employees from and against all claims and demands, just or unjust, of third persons (including Contractor's employees, employees, officers, and agents of the Port Authority) arising out of or in any way connected or alleged to arise out of or alleged to be in any way connected with the Contract and all other services and activities of the Contractor under this Contract and for all expenses incurred by it and by them in the defense, settlement or satisfaction thereof, including without limitation thereto, claims and demands for death, for personal injury or for property damage, direct or consequential, whether they arise from the acts or omissions of the Contractor, the Port Authority, third persons (including Contractor's employees, employees, officers, and agents of the Port Authority), or from the acts of God or the public enemy, or otherwise, including claims and demands of any local jurisdiction against the Port Authority in connection with this Contract.

The Contractor assumes the following risks, whether such risks arise from acts or omissions (negligent or not) of the Contractor, the Port Authority or third persons (including Contractor's employees, employees, officers, and agents of the Port Authority) or from any other cause, excepting only risks occasioned solely by affirmative willful acts of the Port Authority done subsequent to the opening of proposals on this Contract, and shall to the extent permitted by law indemnify the Port Authority for all loss or damage incurred in connection with such risks:

- a. The risk of any and all loss or damage to Port Authority property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions, on or off the premises, the loss or damage of which shall arise out of the Contractor's operations hereunder. The Contractor shall if so directed by the Port Authority, repair, replace or rebuild to the satisfaction of the Port Authority, any and all parts of the premises or the Facility which may be damaged or destroyed by the acts or omissions of the Contractor, its officers, agents, or employees and if the Contractor shall fail so to repair, replace, or rebuild with due diligence the Port Authority may, at its option, perform any of the foregoing work and the Contractor shall pay to the Port Authority the cost thereof.
- b. The risk of any and all loss or damage of the Contractor's property, equipment (including but not limited to automotive and/or mobile equipment) materials and possessions on the Facility.

- c. The risk of claim, whether made against the Contractor or the Port Authority, for any and all loss or damages occurring to any property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions of the Contractor's agents, employees, materialmen and others performing work hereunder.
- d. The risk of claims for injuries, damage or loss of any kind just or unjust of third persons arising or alleged to arise out of the performance of work hereunder, whether such claims are made against the Contractor or the Port Authority.

If so directed, the Contractor shall at its own expense defend any suit based upon any such claim or demand, even if such suit, claim or demand is groundless, false or fraudulent, and in handling such shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provision of any statutes respecting suits against the Port Authority.

Neither the requirements of the Port Authority under this Contract, nor of the Port Authority of the methods of performance hereunder nor the failure of the Port Authority to call attention to improper or inadequate methods or to require a change in the method of performance hereunder nor the failure of the Port Authority to direct the Contractor to take any particular precaution or other action or to refrain from doing any particular thing shall relieve the Contractor of its liability for injuries to persons or damage to property or environmental impairment arising out of its operations.

## **21. Approval of Methods**

Neither the approval of the Port Authority of the methods of furnishing services hereunder nor the failure of the Port Authority to call attention to improper or inadequate methods or to require a change in the method of furnishing services hereunder, nor the failure of the Port Authority to direct the Contractor to take any particular precautions or to refrain from doing any particular thing shall relieve the Contractor of its liability for injuries to persons or damage to property or environmental impairment arising out of its operations.

## **22. Safety and Cleanliness**

- a. The Contractor shall, in the furnishing of services hereunder, exercise every precaution to prevent injury to person or damage to property or environmental impairment and avoid inconvenience to the occupants of or any visitors to the Facility. The Contractor shall, without limiting the generality hereof, place such personnel, erect such barricades and railings, give such warnings, display such lights, signals or signs, place such cones and exercise precautions as may be necessary, proper or desirable.
- b. The Contractor shall in case of unsafe floor conditions due to construction, wetness, spillage, sickness and all other types of hazardous conditions proceed to rope off the unsafe area and place appropriate warnings signs to prevent accidents from occurring. The Contractor shall clean said area to the satisfaction of the Manager.
- c. The Contractor shall at all times maintain in a clean and orderly condition and appearance any and all facilities provided by the Port Authority for the Contractor's operations, and all fixtures, sink closets, equipment, and other personal property of the Port Authority which are located in said facilities.

## **23. Accident Reports**

The Contractor shall promptly report in writing to the Manager of the Facility and to the Deputy Chief, Litigation Management of the Port Authority all accidents whatsoever arising out of or in connection with its operations hereunder and which result in death or injury to persons or damage to property, setting forth such details thereof as the Port Authority may desire. In addition, if death or serious injury or serious

damage is caused, such accidents shall be immediately reported by telephone to the aforesaid representatives of the Port Authority.

#### **24. Trash Removal**

The Contractor shall remove daily from the Facility by means provided by the Contractor all garbage, debris and other waste material (solid or liquid) arising out of or in connection with its operations hereunder, and any such garbage, debris and other waste material not immediately removed shall be temporarily stored in a clear and sanitary condition, approved by the Facility Manager and shall be kept covered except when filling or emptying them. The Contractor shall exercise care in removing such garbage, debris and other waste materials from the Facility. The manner of such storage and removal shall always be subject in all respects to the continual approval of the Port Authority. No equipment or facilities of the Port Authority shall be used in such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Facility.

#### **25. Lost and Found Property**

The Contractor shall instruct its personnel that all items of personal property found by the Contractor's employees at the Site must be turned in to the Port Authority and a receipt will be issued therefor.

#### **26. Property of the Contractor**

- a. All property of the Contractor at the Site by virtue of this Contract shall be removed on or before the expiration or sooner termination or revocation of this Contract.
- b. If the Contractor shall fail to remove its property upon the expiration, termination or revocation of this Contract the Port Authority may, at its option, dispose of such property as waste or as agent for the Contractor and at the risk and expense of the Contractor, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty (30) days may sell the same in accordance with any method deemed appropriate; the proceeds of any such sale shall be applied first, to the expenses of sale and second, to any sums owed by the Contractor to the Port Authority; any balance remaining shall be paid to the Contractor. Any excess of the total cost of removal, storage and sale and other costs incurred by the Port Authority as a result of such failure of performance by the Contractor over the proceeds of sale shall be paid by the Contractor to the Port Authority upon demand.

#### **27. Modification of Contract**

This Contract may not be changed except in writing signed by the Port Authority and the Contractor. The Contractor agrees that no representation or warranties shall be binding upon the Port Authority unless expressed in writing in this Contract.

#### **28. Invalid Clauses**

If any provision of this Contract shall be such as to destroy its mutuality or to render it invalid or illegal, then, if it shall not appear to have been so material that without it the Contract would not have been made by the parties, it shall not be deemed to form part thereof but the balance of the Contract shall remain in full force and effect.

#### **29. Approval of Materials, Supplies and Equipment**

Only Port Authority approved materials, supplies, and equipment are to be used by the Contractor in performing the Work hereunder. Inclusion of chemical containing materials or supplies on the Port Authority Approved Products List – Environmental Protection Supplies constitutes approval. The list may be revised from time to time and at any time by the Port Authority and it shall be incumbent upon the Contractor to obtain the most current list from the Manager of the Facility.

At anytime during the Solicitation, pre-performance or performance periods, the Contractor may propose the use of an alternate product or products to those on the Approved Products List – Environmental Protection Supplies, which product(s) shall be subject to review and approval by the Port Authority. Any alternate product so approved by the Port Authority may be used by the Contractor in performing the Services hereunder. Until such approval is given, only products on the Approved Products List – Environmental Protection Supplies may be used.

### **30. Intellectual Property**

The right to use all patented materials, appliances, processes of manufacture or types of construction, trade and service marks, copyrights and trade secrets, collectively hereinafter referred to as “Intellectual Property Rights”, in the performance of the work, shall be obtained by the Contractor without separate or additional compensation. Where the services under this Agreement require the Contractor to provide materials, equipment or software for the use of the Port Authority or its employees or agents, the Port Authority shall be provided with the Intellectual Property Rights required for such use without further compensation than is provided for under this Agreement.

The Contractor shall indemnify the Port Authority against and save it harmless from all loss and expense incurred as a result of any claims in the nature of Intellectual Property Rights infringement arising out of the Contractor’s or Port Authority’s use, in accordance with the above immediately preceding paragraph, of any Intellectual Property. The Contractor, if requested, shall conduct all negotiations with respect to and defend such claims. If the Contractor or the Port Authority, its employees or agents be enjoined either temporarily or permanently from the use of any subject matter as to which the Contractor is to indemnify the Port Authority against infringement, then the Port Authority may, without limiting any other rights it may have, require the Contractor to supply temporary or permanent replacement facilities approved by the Manager, and if the Contractor fails to do so the Contractor shall, at its expense, remove all such enjoined facilities and refund the cost thereof to the Port Authority or take such steps as may be necessary to insure compliance by the Contractor and the Port Authority with said injunction, to the satisfaction of the Port Authority.

In addition, the Contractor shall promptly and fully inform the Director in writing of any intellectual property rights disputes, whether existing or potential, of which it has knowledge, relating to any idea, design, method, material, equipment or any other matter related to the subject matter of this Agreement or coming to its attention in connection with this Agreement.

### **31. Contract Records and Documents – Passwords and Codes**

When the performance of the contract services requires the Contractor to produce, compile or maintain records, data, drawings, or documents of any kind, regardless of the media utilized, then all such records, drawings, data and documents which are produced, prepared or compiled in connection with this contract, shall become the property of the Port Authority, and the Port Authority shall have the right to use or permit the use of them and any ideas or methods represented by them for any purpose and at any time without other compensation than that specifically provided herein.

When in the performance of the contract services the Contractor utilizes passwords or codes for any purpose, at any time during or after the performance of such services, upon written request by

the Authority, the Contractor shall make available to the designated Authority representative all such passwords and codes.

### **32. Designated Secure Areas**

Services under the Contract may be required in designated secure areas, as the same may be designated by the Manager from time to time ("Secure Areas"). The Port Authority shall require the observance of certain security procedures with respect to Secure Areas, which may include the escort to, at, and/or from said high security areas by security personnel designated by the Contractor or any subcontractor's personnel required to work therein. All personnel that require access to designated secure areas who are not under positive escort by an authorized individual will be required to undergo background screening and personal identity verification.

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

### **33. Notification of Security Requirements**

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

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

- Execution of Port Authority Approved Non-disclosure Agreements

At the direction of the Port Authority, the Contractor shall be required to have its principals, staff and/or subcontractor(s) and their staff, execute Port Authority approved non-disclosure agreements.

- Contractor/ Subcontractor identity checks and background screening

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

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

As of January 29, 2007, the Secure Worker Access Consortium (S.W.A.C.) is the only Port Authority approved provider to be used to conduct background screening and personal identity verification, except as otherwise required by federal law and/or regulation (such as the Transportation Worker Identification Credential for personnel performing in secure areas at Maritime facilities). Information about S.W.A.C.,

instructions, corporate enrollment, online applications, and location of processing centers can be found at <http://www.secureworker.com>, or S.W.A.C. may be contacted directly at (877) 522-7922 for more information and the latest pricing. The cost for said background checks for staff that pass and are granted a credential shall be reimbursable to the Contractor (and its subcontractors) as an out-of-pocket expense as provided herein. Staff that are rejected for a credential for any reason are not reimbursable.

- Issuance of Photo Identification Credential

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

Employees may be required to produce not less than two forms of valid/current government issued identification having an official photograph and an original, unlaminated social security card for identify and SSN verification. Where applicable, for sensitive security construction sites or facilities, successful completion of the application, screening and identify verification for all employees of the Contractor and subcontractors shall be completed prior to being provided a S.W.A.C. ID Photo Identification credential.

- Access control, inspection, and monitoring by security guards

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

- Compliance with the Port Authority Information Security Handbook

The Contract may require access to Port Authority information considered Protected Information ("PI") as defined in the Port Authority Information Security Handbook ("Handbook"), dated October, 2008, corrected as of November 14, 2013, and as may be further amended. The Handbook and its requirements are hereby incorporated into this agreement and will govern the possession, distribution and use of PI if at any point during the lifecycle of the project or solicitation it becomes necessary for the Contractor to have access to PI. Protecting sensitive information requires the application of uniform safeguarding measures to prevent unauthorized disclosure and to control any authorized disclosure of this information within the Port Authority or when released by the Port Authority to outside entities. The following is an outline of some of the procedures, obligations and directives contained in the Handbook:

- (1) require that the Contractor and subcontractors, when appropriate, sign Non-Disclosure Agreements (NDAs), or an Acknowledgment of an existing NDA, provided by the Authority as

a condition of being granted access to Confidential Information categorized and protected as per the Handbook;

- (2) require that individuals needing access to PI be required to undergo a background check, pursuant to the process and requirements noted in § 3.2 of the Information Security Handbook.
- (3) require Contractors and commercial enterprises to attend training to ensure security awareness regarding Port Authority information;
- (4) specific guidelines and requirements for the handling of PI to ensure that the storage and protection of PI;
- (5) restrictions on the transfer, shipping, and mailing of PI;
- (6) prohibitions on the publication, posting, modifying, copying, reproducing, republishing, uploading, transmitting, or distributing PI on websites or web pages. This may also include restricting persons, who either have not passed a pre-screening background check, or who have not been granted access to PI, from viewing such information;
- (7) require that PI be destroyed using certain methods, measures or technology pursuant to the requirements set forth in the Handbook;
- (8) require the Contractor to mandate that each of its subcontractors maintain the same levels of security required of the Contractor under any Port Authority awarded contract.
- (9) prohibit the publication, exchange or dissemination of PI developed from the project or contained in reports, except between Contractors and subcontractors, without prior approval of the Port Authority;
- (10) require that PI only be reproduced or copied pursuant to the requirements set forth in the Handbook.

- Audits for Compliance with Security Requirements

The Port Authority may conduct random or scheduled examinations of business practices under this section entitled "NOTIFICATION OF SECURITY REQUIREMENTS" and the Handbook in order to assess the extent of compliance with security requirements, Protected Information procedures, protocols and practices, which may include, but not be limited to, verification of background check status, confirmation of completion of specified training, and/or a site visit to view material storage locations and protocols.

### **34. Construction In Progress**

The Contractor recognizes that construction may be in progress at the Facility and may continue throughout the term of this Contract. Notwithstanding, the Contractor shall at all times during the term hereof maintain the same standards of performance and cleanliness as prevails in non-affected areas as required by the standards hereunder.

### **35. Permit-Required Confined Space Work**

Prior to commencement of any work, the Contractor shall request and obtain from the Port Authority a description of all spaces at the facility which are permit-required confined spaces requiring issuance of an OSHA permit.

Prior to the commencement of any work in a permit-required confined space at a Port Authority facility requiring issuance of an OSHA permit, the Contractor shall contact the Manager to obtain an Authority Contractor Permit-Required Confined Space Notification form. The notification form must be filled out and submitted prior to commencing permit-required confined space work. All confined space work shall be performed in accordance with all applicable OSHA requirements. The Contractor shall provide its employees with a copy of its own company permit and shall furnish the Port Authority with a copy of the permit upon completion of the work. The Contractor must supply all equipment required for working in a confined space.

### **36. Signs**

Except with the prior written approval of the Port Authority, the Contractor shall not erect, maintain or display any signs or posters or any advertising on or about the Facility.

### **37. Vending Machines, Food Preparation**

The Contractor shall not install, maintain or operate on the Facility, or on any other Port Authority property, any vending machines without the prior written approval of the Port Authority. No foods or beverages shall be prepared or consumed at the Facility by any of the Contractor's employees except in areas as may be specifically designated by the Port Authority for such purpose.

### **38. Confidential Information/Non-Publication**

a. As used herein, confidential information shall mean all information disclosed to the Contractor or the personnel provided by the Contractor hereunder which relates to the Authority's and/or PATH's past, present, and future research, development and business activities including, but not limited to, software and documentation licensed to the Authority or proprietary to the Authority and/or PATH and all associated software, source code procedures and documentation. Confidential information shall also mean any other tangible or intangible information or materials including but not limited to computer identification numbers, access codes, passwords, and reports obtained and/or used during the performance of the Contractor's Services under this Contract.

b. Confidential information shall also mean and include collectively, as per *The Port Authority of New York & New Jersey Information Security Handbook (October 15, 2008, corrected as of November 14, 2013)*, Protected Information, Confidential Proprietary Information, Confidential Privileged Information and information that is labeled, marked or otherwise identified by or on behalf of the Authority so as to reasonably connote that such information is confidential, privileged, sensitive or proprietary in nature. Confidential Information shall also include all work product that contains or is derived from any of the foregoing, whether in whole or in part, regardless of whether prepared by the Authority or a third-party or when the Authority receives such information from others and agrees to treat such information as Confidential.

c. The Contractor shall hold all such confidential information in trust and confidence for the Authority, and agrees that the Contractor and the personnel provided by the Contractor hereunder shall not, during or after the termination or expiration of this Contract, disclose to any person, firm or corporation, nor use for its own business or benefit, any information obtained by it under or in connection with the supplying of services contemplated by this Contract. The Contractor and the personnel provided by the Contractor hereunder shall not violate in any manner any patent, copyright, trade secret or other proprietary right of the Authority or third persons in connection with their services hereunder, either before or after termination or expiration of this Contract. The Contractor and the personnel provided by the Contractor hereunder shall not willfully or otherwise perform any dishonest or fraudulent acts, breach any security procedures, or damage or destroy any hardware, software or documentation, proprietary or otherwise, in connection with their services hereunder. The Contractor shall promptly and fully inform the Director/General Manager in writing of any patent, copyright, trade secret or other intellectual property rights or disputes, whether existing or potential, of which the Contractor has knowledge, relating to any idea, design, method, material, equipment or other matter related to this Contract or coming to the Contractor's attention in connection with this Contract.

d. The Contractor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or to the fact that goods have been, are being or will be provided to it and/or that services have been, are being or will be performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

**39. Time is of the Essence**

Time is of the essence in the Contractor's performance of this Contract inasmuch as the Work to be performed will affect the operation of public facilities.

**40. Holidays**

The following holidays will be observed at the Site:

- |                            |                        |
|----------------------------|------------------------|
| New Year's Day             | Labor Day              |
| Martin Luther King Jr. Day | Columbus Day           |
| Presidents Day             | Veterans Day           |
| Memorial Day               | Thanksgiving Day       |
| Independence Day           | Day After Thanksgiving |
| Christmas Day              |                        |

This list is subject to periodic revision and the Contractor shall be responsible for obtaining all updated lists from the office of the Manager. If any such holiday falls on a Sunday then the next day shall be considered the holiday and/or if any such holiday falls on a Saturday then the preceding day shall be considered the holiday.

**41. Personnel Standards**

In addition to any specific personnel requirements that may be required under the clause entitled "Personnel Requirements" in the Specifications, the Contractor (and any Subcontractor) shall furnish competent and adequately trained personnel to perform the Work hereunder. If, in the opinion of the Manager, any employee so assigned is performing their functions unsatisfactorily, they shall be replaced by the Contractor within twenty-four (24) hours following the Contractor's receipt of the Manager's request for such replacement.

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

The Contractor shall verify that employees working under this Contract in the United States are legally present in the United States and authorized to work by means of the federally required I-9 program

**42. General Uniform Requirements for Contractor's Personnel**

In addition to any specific uniform requirements that may be required by the Specifications, uniforms must be worn at all times during which the Services are being performed hereunder. The Contractor agrees that his/her employees will present a neat, clean and orderly appearance at all times. Uniforms shall include the Contractor's identification badge with picture ID bearing the employee's name. All uniforms, colors, types and styles shall be subject to the prior approval of the Manager. The Contractor will also be responsible for ensuring that its employees are wearing shoes appropriate for the tasks performed. The Manager shall have

the right to require removal of any employee who shall fail to wear the proper uniform and shoes, and the exercise of this right shall not limit the obligation of the Contractor to perform the Services or to furnish any required number of employees at a specific location at the Site as specified.

#### **43. Labor, Equipment and Materials Supplied by the Contractor**

The Contractor shall, at all times during the performance of this Contract, furnish all necessary labor, supervision, equipment and materials necessary for the prompt and efficient performance of the Work, whether such materials and equipment are actually employed in the furnishing of the Work or whether incidental thereto.

All materials used by the Contractor in furnishing Work hereunder shall be of such quality as to accomplish the purposes of this Contract and the Services to be furnished hereunder in such manner so as not to damage any part of the Site.

The Port Authority by its officers, employees and representatives shall have the right at all times to examine the supplies, materials and equipment used by the Contractor, to observe the operations of the Contractor, its agents, servants and employees and to do any act or thing which the Port Authority may be obligated or have the right to do under this Contract or otherwise.

All equipment, materials and supplies used in the performance of this Contract required hereunder shall be used in accordance with their manufacturer's instructions.

Materials and supplies to be provided by the Contractor hereunder shall comply with OSHA and all applicable regulations.

#### **44. Contractor's Vehicles – Parking - Licenses**

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

#### **45. Manager's Authority**

In the performance of the Work hereunder, the Contractor shall conform to all orders, directions and requirements of the Manager and shall perform the Work hereunder to the satisfaction of the Manager at such times and places, by such methods and in such manner and sequence as he/she may require, and the Contract shall at all stages be subject to his/her inspection. The Manager shall determine the amount, quality, acceptability and fitness of all parts of the Work and shall interpret the Specifications and any orders for Extra Work. The Contractor shall employ no equipment, materials, methods or staff or personnel to which the Manager objects. Upon request, the Manager shall confirm in writing any oral order, direction, requirement or determination.

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

#### **46. Price Preference**

If this solicitation has not been set aside for the purposes of making an award based on bids solicited from Port Authority certified Minority Business, Women Business or Small Business Enterprises as indicated by the bidder pre-requisites in Part II hereof, for awards of contracts, not exceeding \$1,000,000, for:

- (a) Services, a price preference of 5% is available for New York or New Jersey Small Business Enterprises (SBE); or
- (b) Services (excluding Janitorial/Cleaning Services), a price preference of 10% is available for New York or New Jersey Minority or Women Business Enterprises (M/WBE),

certified by the Port Authority by the day before the bid opening.

If the Bidder is a Port Authority certified MBE, WBE or SBE, enter the applicable date(s) certification was obtained in the space provided on the Signature Sheet attached hereto.

#### **47. M/WBE Good Faith Participation**

If specified as applicable to this Contract, the Contractor shall use every good-faith effort to provide for participation by certified Minority Business Enterprises (MBEs) and certified Women-owned Business Enterprises (WBEs) as herein defined, in all purchasing and subcontracting opportunities associated with this Contract, including purchase of equipment, supplies and labor services.

Good Faith efforts to include participation by MBEs/WBEs shall include the following:

- a. Dividing the services and materials to be procured into small portions, where feasible.
- b. Giving reasonable advance notice of specific contracting, subcontracting and purchasing opportunities to such MBEs/WBEs as may be appropriate.
- c. Soliciting services and materials, to be procured, from the Directory of MBEs/WBEs, a copy of which can be obtained on the Port Authority Website at <http://www.panynj.gov/business-opportunities/supplier-diversity.html> or by contacting the Port Authority's Office of Business Diversity and Civil Rights at (212) 435-7819 or seeking MBEs/WBEs from other sources.
- d. Insuring that provision is made to provide progress payments to MBEs/WBEs on a timely basis.
- e. Observance of reasonable commercial standards of fair dealing in the respective trade or business.

Either prior or subsequent to Contract award, the Contractor may request a full or partial waiver of the M/WBE participation goals set forth in this Contract by providing documentation demonstrating to the Manager, for approval by the Port Authority's Office of Business Diversity and Civil Rights, that its good faith efforts did not result in compliance with the goals set forth above because participation by eligible M/WBEs could not be obtained at a reasonable price or that such M/WBEs were not available to adequately perform as subcontractors. The Contractor shall provide written documentation in support of its request to the Manager. The documentation shall include, but not be limited to, documentation demonstrating good faith efforts as described above, which may include, proof that the Authority's directory does not contain M/WBEs in this specific field of work, a list of organizations contacted to obtain M/WBEs, and/or a list of M/WBEs contacted and their price quotes. If approved by the Authority's Office of Business Diversity and Civil Rights, the Manager will provide written approval of the modified or waived M/WBE Participation Plan.

Subsequent to Contract award, all changes to the M/WBE Participation Plan must be submitted via a modified M/WBE Participation Plan to the Manager for review and approval by the Authority's

Office of Business Diversity and Civil Rights. For submittal of modifications to the M/WBE Plan, Contractors are directed to use form PA3749C, which may be downloaded at <http://www.panynj.gov/business-opportunities/become-vendor.html>. The Contractor shall not make changes to its approved M/WBE Participation Plan or substitute M/WBE subcontractors or suppliers for those named in their approved plan without the Manager's prior written approval. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the Contractor's own forces, shall be a violation of this section. Progress toward attainment of M/WBE participation goals set forth herein will be monitored throughout the duration of this Contract.

The Contractor shall also submit to the Manager, along with invoices, the Statement of Subcontractor Payments as the M/WBE Participation Report, annexed hereto as an attachment. The Statement must include the name and business address of each M/WBE subcontractor and supplier actually involved in the Contract, a description of the work performed and/or product or service supplied by each such subcontractor or supplier, the date and amount of each expenditure, and such other information that may assist the Manager in determining the Contractor's compliance with the foregoing provisions.

If, during the performance of this Contract, the Contractor fails to demonstrate good faith efforts in carrying out its M/WBE Participation Plan and the Contractor has not requested and been granted a full or partial waiver of the M/WBE participation goals set forth in this Contract, the Authority will take into consideration the Contractor's failure to carry out its M/WBE Participation Plan in its evaluation for award of future Authority contracts.

### **PART III CONTRACTOR'S INTEGRITY PROVISIONS**

#### **1. Certification of No Investigation (criminal or civil anti-trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Information**

By bidding on this Contract, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that the Bidder and each parent and/or affiliate of the Bidder has not

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

## **2. Non-Collusive Bidding, and Code of Ethics Certification, Certification of No Solicitation Based On Commission, Percentage, Brokerage, Contingent or Other Fees**

By bidding on this Contract, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that

- a. the prices in its bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- b. the prices quoted in its bid have not been and will not be knowingly disclosed directly or indirectly by the Bidder prior to the official opening of such bid to any other bidder or to any competitor;
- c. no attempt has been made and none will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
- d. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996, (a copy of which is available upon request) nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;
- e. no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Bidder for the purpose of securing business, has been employed or retained by the Bidder to solicit or secure this Contract on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency; and
- f. the Bidder has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Contract.
- g. no person or organization has been retained, employed or designated on behalf of the Bidder to impact any Port Authority determination, where the solicitation is a Request for Proposals, with respect to (i) the solicitation, evaluation or award of this Contract, or (ii) the preparation of specifications or request for submissions in connection with this Contract.

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

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

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

In any case where the Bidder cannot make the foregoing certifications, the Bidder shall so state and shall

furnish with the signed bid a signed statement which sets forth in detail the reasons therefor. If the Bidder is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its bid, setting forth in such statement the reasons for its uncertainty. With respect to the foregoing certification in paragraph "2g", if the Bidder cannot make the certification, it shall provide, in writing, with the signed bid: (i) a list of the name(s), address(es), telephone number(s), and place(s) of principal employment of each such individual or organization; and (ii) a statement as to whether such individual or organization has a "financial interest" in this Contract, as described in the Procurement Disclosure policy of the Authority (a copy of which is available upon request to the Director of the Procurement Department of the Authority). Such disclosure is to be updated, as necessary, up to the time of award of this Contract. As a result of such disclosure, the Port Authority shall take appropriate action up to and including a finding of non-responsibility.

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

Notwithstanding that the Bidder may be able to make the foregoing certifications at the time the bid is submitted, the Bidder shall immediately notify the Authority in writing during the period of irrevocability of bids and the term of the Contract, if Bidder is awarded the Contract, of any change of circumstances which might under this clause make it unable to make the foregoing certifications, might render any portion of the certifications previously made invalid, or require disclosure. The foregoing certifications or signed statement shall be deemed to have been made by the Bidder with full knowledge that they would become a part of the records of the Authority and that the Authority will rely on their truth and accuracy in awarding and continuing this Contract. In the event that the Authority should determine at any time prior or subsequent to the award of this Contract that the Bidder has falsely certified as to any material item in the foregoing certifications, has failed to immediately notify the Port Authority of any change in circumstances which might make it unable to make the foregoing certifications, might render any portion of the certifications previously made invalid, or require disclosure, or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certifications required to be disclosed, the Authority may determine that the Bidder is not a responsible Bidder with respect to its bid on the Contract or with respect to future bids on Authority contracts and may exercise such other remedies as are provided to it by the Contract with respect to these matters. In addition, Bidders are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see e.g. New York Penal Law, Section 175.30 et seq.). Bidders are also advised that the inability to make such certification will not in and of itself disqualify a Bidder, and that in each instance the Authority will evaluate the reasons therefor provided by the Bidder. Under certain circumstances the Bidder may be required as a condition of Contract award to enter into a Monitoring Agreement under which it will be required to take certain specified actions, including compensating an independent Monitor to be selected by the Port Authority, said Monitor to be charged with, among other things, auditing the actions of the Bidder to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Port Authority.

### **3. Bidder Eligibility for Award of Contracts - Determination by an Agency of the State of New York or New Jersey Concerning Eligibility to Receive Public Contracts**

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

The policy permits a Bidder whose ineligibility has been so determined by an agency of the State of New York or New Jersey to submit a bid on a Port Authority contract and then to establish that it is eligible to be awarded a contract on which it has bid because (i) the state agency determination relied upon does not apply to the Bidder, or (ii) the state agency determination relied upon was made without affording the Bidder the notice and hearing to which the Bidder was entitled by the requirements of due process of law, or (iii) the state agency

determination was clearly erroneous or (iv) the state determination relied upon was not based on a finding of conduct demonstrating a lack of integrity or violation of a prevailing rate of wage law.

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

#### **4. Contractor Responsibility, Suspension of Work and Termination**

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

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

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

#### **5. No Gifts, Gratuities, Offers of Employment, Etc.**

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

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

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

In the event that the Contractor becomes aware of the occurrence of any conduct that is prohibited by this section entitled "No Gifts, Gratuities, Offers of Employment, Etc.", it shall report such occurrence to the Port Authority's Office of Inspector General within three (3) business days of obtaining such knowledge. (See "<http://www.panynj.gov/inspector-general>") for information about to report information to the Office of

Inspector General). Failing to report such conduct shall be grounds for a finding of non-responsibility.

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

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

## **6. Conflict of Interest**

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

## **7. Definitions**

As used in this section, the following terms shall mean:

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

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

development corporations, local development corporations and others.

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

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

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

If the solicitation is a Request for Proposal:

Bid - shall mean Proposal;  
Bidder - shall mean Proposer;  
Bidding - shall mean submitting a Proposal.

In a Contract resulting from the taking of bids:

Bid - shall mean bid;  
Bidder - shall mean Bidder; except and until the Contract has been awarded, then it shall mean

Contractor

Bidding - shall mean executing this Contract.

In a Contract resulting from the taking of Proposals:

Bid - shall mean Proposal;  
Bidder - shall mean Proposer;  
Bidding - shall mean executing this Contract.

**ATTACHMENT I**  
**DAILY ACTIVITY REPORT**  
**AIRPORT OUTREACH CENSUS**

Date: \_\_\_\_\_ Day of Week: \_\_\_\_\_ Shift  
hour: \_\_\_\_\_

TERMINAL LOCATIONS	P4	A	B	C
TOUR #				
Count				
TOUR #				
Count				

Encounters: \_\_\_\_\_  
Refusals: \_\_\_\_\_  
New Clients: \_\_\_\_\_

List the names of the individuals seen:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee Name: \_\_\_\_\_  
Print and sign

Please fax sheets once each week to 973-961-6716 or mail to Newark Liberty International Airport, Building 1, Conrad Road, Attn: Contract Administrator, M.J. Rutigliano, Newark NJ 07114

**ATTACHMENT J**  
**NEWARK LIBERTY INTERNATIONAL AIRPORT**  
**DAILY SIGN-IN SHEETS**  
**HOMELESS OUTREACH STAFF**

Please sign under your printed name

<b>NAME</b>	<b>DATE</b>	<b>TIME-IN</b>	<b>TIME-OUT</b>	<b>POLICE OFFICER WHO ACCOMPANIED</b>

Please fax sheets once each week to 973-961-6716 attention, Contract Administrator, M.J. Rutigliano

