

December 22, 2014

SUBJECT: REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT PROFESSIONAL CAPTIVE MANAGEMENT SERVICES FOR THE PORT AUTHORITY'S CAPTIVE INSURANCE COMPANY (RFP #40841)

Dear Sir or Madam:

The Port Authority of New York and New Jersey (the "Port Authority" or "Authority") is seeking proposals ("Proposals") in response to this Request for Proposals (RFP) for a management firm (the "Consultant") to provide a cost efficient program to market, place and administer Captive Management Services. The Port Authority seeks a firm that has significant experience in Captive Management Services. The goal is to choose a qualified insurance captive manager who will reflect the Port Authority's interests, and provide the expertise necessary for a successful captive managers program.

The scope of the tasks to be performed by the Consultant are set forth in Attachment A to the Authority's Standard Agreement (the "Agreement"), attached to this letter. You should carefully review this Agreement as it is the form of agreement that the Authority requires that you sign in the event of acceptance of your proposal ("Proposal") and forms the basis for the submission of Proposals. It is expected that the firm will perform the services as set forth herein for an initial three-year period with one three-year renewal option. The Port Authority's objective is to have the Captive Manager in place no later than March 31, 2015.

I. PROPOSER REQUIREMENTS

The Authority will only consider Proposals from firms ("Proposers") able to demonstrate that they meet the following qualification requirements:

- A. The brokerage firm must have been in existence for at least five (5) years.
- B. The captive manager shall have successfully handled within the past five (5) years captive management services. Please include the following information in a written statement:
 - Name and address
 - Reference contact, title and telephone number
 - Industry sector and types of exposure
 - Period of time that services were provided
- C. The captive manager must carry and provide evidence of "errors and omissions" liability insurance with a minimum limit of five (\$5) million per occurrence.

II. PROPOSAL FORMAT REQUIREMENTS

To respond to this RFP, the Proposer shall submit a concise Proposal complying with the following format requirements (product brochures and other sales literature will not be accepted as substitutes for written responses to this RFP):

- A. To be acceptable, the Proposal shall be of no more than forty (40) pages single-sided or twenty (20) pages double-sided, using 12-point or greater font size. This limit does not include resumes, or Section III, items A, B, H, and I below nor section and tab dividers. Proposal pages shall be numbered and bound, with “Your Firm Name” and “RFP Number **40841**” clearly indicated on the cover.
- B. Each section of the Proposal shall be separated with a tab divider that is labeled in accordance with the letter of each of the requirements specified below in Section III.
- C. All proposals must be delivered in sealed envelopes or packages. Address the Proposal to: The Port Authority of New York and New Jersey, 2 Montgomery Street, 3rd Floor, Jersey City, NJ 07302, Attention: RFP Custodian. Do not address your Proposal to any other name. You are required to submit one (1) reproducible original and five (5) copies, along with two (2) USB flash drive copies, of your Proposal for review. In case of conflict, the reproducible original of the Proposal shall take precedence over material on the USB flash drive copies.
- D. In each submission to the Authority, including any return address label, information on the USB flash drive and information on the reproducible original and copies of the Proposal, the Proposer shall use its FULL LEGAL NAME WITHOUT ABBREVIATIONS. Failure to comply with this requirement may lead to delays in contract award and contract payments, which shall be the responsibility of the Proposer.
- E. Provide the address of your firm to which any written correspondence should be sent.
- F. Your Proposals should be forwarded in sufficient time so that the Authority receives them **no later than 2:00 p.m. on January 14, 2015**. The cover of your submittal must include the RFP Number and the RFP title, both as stated above. The Authority assumes no responsibility for delays caused by any delivery services.
- G. If your Proposal is to be hand-delivered, please note that only individuals with proper identification (e.g. photo identification) will be permitted access to the Authority’s offices. Individuals without proper identification will be turned away and their packages not accepted.

III. SUBMISSION REQUIREMENTS:

In order for your Proposal to be considered, your Proposal must provide all of the following information in the order listed. (Failure to address each question in each Section and subsection shall result in your proposal deemed as non-responsive, and it shall not be considered for this Agreement):

A. AGREEMENT ON TERMS OF DISCUSSION

In accordance with Authority policy, you are required to include at the front of your Proposal, a copy of Attachment B, Agreement on Terms of Discussion, signed by an officer of your company.

B. TRANSMITTAL LETTER

Each Proposer shall submit a transmittal letter on its letterhead, signed by an authorized representative, demonstrating compliance with each of the aforementioned “Proposer Requirements” listed above in Section I. Your transmittal letter shall also include the following:

1. A statement indicating whether the Consultant is proposing as a single entity or a joint venture. If a joint venture, submit all information required for a single entity for each participant in the joint venture. If the Proposer is a legal entity joint venture and seeks to propose as such, the Proposer must meet the prerequisites. All the qualification information required for a single entity shall be submitted for *each* participant in the joint venture. If a common law joint venture submits a proposal, all participants in the joint venture shall be bound jointly and severally, and each participant shall execute the Proposal. If a joint venture is deemed qualified to receive an invitation to deliver a formal presentation of how they propose to perform the Work outlined herein, the joint venture shall be composed of the same participants as were in the joint venture when they submitted the Proposal. No substitution of participants will be allowed without the express prior written permission of the Authority.
2. A copy of any written agreement, or understanding, which exists between each party to the joint venture as part of the Proposal. If no written agreement or understanding exists, the Lead Proposer shall be identified and the joint venture shall include in its Proposal a written statement explaining how the joint venture will fulfill the requirements of the Contract. Such explanation shall fully discuss and identify the responsibility of each party to the joint venture for performing the Work, and for providing the required insurance.

C. STAFF QUALIFICATIONS AND EXPERIENCE

Identify the proposed account teams, including any sub-consultants, that will be assigned to perform the services described in Attachment A. Include resumes for all proposed team members that demonstrate both professional and educational background. Each resume shall be 2-page maximum, single-sided or 1-page double-sided, using 12- point or greater font size. Indicate any significant responsibilities and commitments these individuals may have concurrent with handling the Port Authority's account.

For the primary account executive indicate the following:

1. Number of clients
2. Industries represented by other clients
3. Length of time with captive manager
4. Length of career in insurance or risk management
5. Number of days per year expected to be spent on the Authority's account
6. Estimate of percentage of time commitment given to each client
7. Experience with exposures similar to the Port Authority
8. Related premium volume for each similar client
9. References and contact information for each similar client

D. FIRM QUALIFICATIONS AND EXPERIENCE

1. For each of the accounts identified in your transmittal letter provide the following information:

- a. Name and address
 - b. Reference contact, title and telephone number
 - c. Industry sector and types of exposure
 - d. Period of time services were provided
2. The captive manager shall demonstrate a history of significant captive management over the past five (5) years for *each* of the following types of exposures by completing the exposures chart below:

TYPES OF PROPERTY EXPOSURES	AVERAGE ANNUAL PROPERTY PREMIUM (\$ MILLIONS)
Public Agencies Captives	
Not-For Profit Organizations Captives	
Corporate Captives Entities	

E. TECHNICAL APPROACH

Provide your Technical Approach to captive management programs. Your approach shall include innovative strategies that your firm believes the Authority would be able to utilize and shall include, but not be limited to:

1. Describe your proposed approach to managing the Authority's captive.
2. Explain the frequency, format and goals of meetings envisioned with the Port Authority.
3. Describe any serious problems you have encountered with clients' captive programs and how they were resolved.
4. If any recommendation in your proposed approach is dependent on legislative reform, specifically identify any potential challenges involved or actions required prior to the concept being implemented.

F. MANAGEMENT APPROACH

Describe in detail the Management Approach to be taken to performance of the required services. Your Management Approach shall include, but is not limited to:

1. An organization chart that identifies the key individuals, their firm, task responsibility, and reporting relationships.
2. Identify office(s) of your organization (International and Domestic) that will have primary and secondary responsibility for this account. Indicate how your firm intends to coordinate responsibilities with the various offices.
3. Describe your firm's commitment to customer service and quality assurance.
4. Explain the quality control program of the firm.

G. COST PROPOSAL

Complete the “Cost Proposal Form,” included herein as Attachment C. As indicated on the form, provide fixed annual fees for providing the services (as indicated in Attachment A) for captive management services.

Your cost proposal shall also address the following items in the order listed:

1. Indicate all fees, commissions, or other revenues to be earned on the Port Authority account to be paid by the Port Authority or other parties. Please provide as an annual total compensation figures for all services performed, as stated above.
2. With respect to the captive manager fee payable by the Port Authority, please supply an estimate of hours and fees by person for each program, including a matrix showing:
 - a) Each job category
 - b) Cost per hour, if applicable
 - c) Expected number of days a year servicing the account
 - d) Total annual fees per year on a lump sum basis
3. Is your firm capable of and willing to provide the Port Authority with a monthly accounting of the staff time spent on the account?

H. M/WBE PARTICIPATION

Your attention is directed to paragraph 16 of the Authority's Standard Agreement, in which the Director has stated the goals for Minority Business Enterprise participation in this project. Submit details on how you intend to meet these goals. A listing of certified MBE/WBE firms will be provided upon request, if such firms are available for the discipline(s) of work for which you intend to retain their services. If you plan to use a MBE or WBE firm that is not certified by the Authority, but which appears to meet the Authority's requirements, the firm should begin the Authority's certification process. You may propose such a firm with a statement that the firm has applied for Authority certification. Potentially certifiable MBE and WBE firms should contact the Authority. Contact information and certification applications are available on the Authority's website: <http://www.panynj.gov/business-opportunities/sd-become-certified.html>

- I. Provide a complete list of your firm's affiliates. Affiliates shall be defined as: Two (2) 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 50 percent of the voting stock of each of the firms, or if the firms have a common proprietor or general partner.

J. CAPTIVE MANAGER DISCLOSURES

1. Provide a written statement signed by an authorized representative that the Proposer is not engaged in any illegal activities. In addition, describe the nature of any investigation by or litigation with any governmental or regulatory entity.
2. Provide information on the Proposer's contingent commission arrangements, if any, with insurers, and describe your plans to eliminate them, if any.

3. Provide a copy of the Proposer's ethics policy. Describe what processes and procedures are in place to ensure that transactions are completed in a legal and ethical manner including what measures are taken when improper business practices are identified.
 4. Provide a written statement signed by an authorized representative that discloses any known or potential conflicts of interest that could arise in connection with the Proposer's duties on this account. The Authority reserves the right to disqualify the Proposer if, in its sole discretion, any interest disclosed from any source could create, or give the appearance of, a conflict of interest. The Authority's determination regarding any question(s) of conflict of interest shall be final.
- K. The Proposer is expected to agree with the standard agreement and its terms and conditions. You should therefore not make any changes in this standard agreement, nor restate any of its provisions in your Proposal or supporting material. However, if the Proposer has any specific exceptions, such exceptions should be set forth in a letter included with its response to this RFP. The Authority is under no obligation to entertain or accept any such specific exceptions. Exceptions raised at a time subsequent to proposal submission will not be accepted.

IV. SELECTION PROCESS:

The qualifications based selection process shall take into consideration the technical qualifications presented below in order of importance, as well as cost, as appropriate, in the sole discretion of the Authority. After consideration of these factors, the Authority may enter into negotiations with the firm (or firms) deemed best qualified to perform the required services. Such negotiations shall be conducted between the Authority's contact person as identified herein, or the undersigned, and the individual contact person identified by you.

- A. Qualifications and Experience of the proposed staff that would be actively working day-to-day on this account
- B. Qualifications and Experience of the Firm
- C. Technical Approach
- D. Management Approach

V. ORAL PRESENTATIONS:

After review of all Proposal submissions, an oral presentation to the selection committee and others, as appropriate, may be requested. It should be noted that firms selected to make presentations may be given short advance notice. Presentations would be limited to sixty (60) minutes, and shall include material contained in your Proposal. The presentation would be followed by an approximately thirty (30) minute question and answer session. Proposer's staff providing the presentation shall be led by the proposed Project Manager, who may be supported by no more than six (6) other senior staff members proposed to work on this project. Notification of presentation scheduling is made by email. Provide the name and email address of the contact person for presentation scheduling as well as an alternate in the event that person is unavailable.

VI. ADDITIONAL INFORMATION:

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

www.panynj.gov. Proposers are responsible for periodically checking the Authority website at <http://www.panynj.gov/business-opportunities/bid-proposal-advertisements.html> for RFP updates and addenda.

If your firm is selected for performance of the subject services, the Agreement you will be asked to sign, at that time, will include clauses entitled “Certification of No Investigation (Criminal Or Civil Anti-Trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure Of Other Information” And “Non-Collusive Proposing And Code Of Ethics Certification; Certification Of No Solicitation Based On Commission, Percentage, Brokerage, Contingent Or Other Fees” (see paragraphs 20-21 of the form of Agreement). By submitting a Proposal, the Firm shall be deemed to have made the certifications contained therein unless said Firm submits a statement with his Proposal explaining why any such certification(s) cannot be made. Such a submission shall be submitted in a separate envelope along with your Proposal, clearly marked “CERTIFICATION STATEMENT.”

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

Following selection of a Firm, the Authority will forward two copies of the Agreement to the selected firm, which must sign and return both copies. The return to you of one copy of the Agreement executed by the Authority will effectuate the Agreement.

Should you have any questions, or to request access to information and/or materials that are not available on the Authority’s website, please contact Ms. Laurie E. Spencer, by email at lspencer@panynj.gov. All such correspondence must have your name, title, company, mailing address, telephone number and state “**RFP #40841**” in the subject line. The Authority must receive all questions no later than 4:00 P.M., seven (7) calendar days before the RFP due date. Neither Ms. Spencer nor any other employee of the Authority is authorized to interpret the provisions of this RFP or accompanying documents or give additional information as to their requirements. If interpretation or additional information is required, it will be communicated by written addendum issued by the undersigned and such writing shall form a part of this RFP, or the accompanying documents, as appropriate.

Proposal preparation costs are not reimbursable by the Authority. The Authority shall have no obligation to a firm except under a duly authorized agreement executed by the Authority and no rights accrue to any Proposer except under a duly authorized agreement for performance of the specified services.

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

Sincerely,

David Gutiérrez
Manager, Construction Procurements

Attachments

ATTACHMENT A

PERFORMANCE OF EXPERT PROFESSIONAL CAPTIVE MANAGEMENT SERVICES FOR THE PORT AUTHORITY'S CAPTIVE INSURANCE COMPANY

I. BACKGROUND

The Port Authority of New York and New Jersey (the “Port Authority” or “Authority”) is a municipal corporate instrumentality and political subdivision of the States of New York and New Jersey, created and existing by virtue of the Compact of April 30, 1921, made by and between the two States, and thereafter consented to by the Congress of the United States. It is charged with providing transportation, terminal and other facilities of trade and commerce within the Port District. The Port District comprises an area of about 1,500 square miles in both States, centering about New York Harbor. The Port District includes the Cities of New York and Yonkers in New York State, and the cities of Newark, Jersey City, Bayonne, Hoboken and Elizabeth in the State of New Jersey, and over 200 other municipalities, including all or part of seventeen counties, in the two States and Stewart International Airport. The Authority manages and/or operates all of the region’s major commercial airports (Newark Liberty International, John F. Kennedy International, Teterboro, LaGuardia, Atlantic City and Stewart International Airports), marine terminals in both New Jersey and New York (Ports 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”.

The Port Authority Trans-Hudson Corporation (PATH) is a wholly owned subsidiary of the Port Authority of New York and New Jersey (Authority). PATH is a heavy rail rapid transit system, operating 24 hours a day, 7 days a week, and serves as a critical link in the New York – New Jersey transportation network. The New York – New Jersey Metropolitan region ranks as the most mass transit-dependent region in the United States. With the close proximity of its stations and Terminal to desirable destination points, PATH also serves as a catalyst for regional economic development.

The Authority’s Treasury Department includes a Risk Financing Division that is responsible for the risk transfer and alternative financing of risk for the Port Authority. The division includes:

- A. Workers’ Compensation Section managing a self-insured, Third-Party Administrator (TPA) - administered workers’ compensation program;
- B. Contractors’ Insurance Program (CIP) Section, which manages insurance requirements in leases, agreements, and contracts; and
- C. Operational Insurance Program Section, which manages the Authority’s Property Damage and Loss of Revenue (Property) and Public Liability (Liability) programs, as well as specialty insurance programs.

Risk Financing is responsible for preserving the Authority’s financial, physical, and human assets and resources by developing and administering risk transfer, retention and reduction

policies, programs and techniques. Risk Financing administers a complex insurance and self-insurance portfolio, which requires worldwide insurance capacity. In carrying out this responsibility, centralized internal controls and evaluation processes are maintained in order to effectively assess the Port Authority's loss-bearing capacity and its exposure to financial and physical loss.

The Port Authority carries insurance or requires insurance to be carried (if available) on or in connection with its facilities to protect against direct physical loss or damage and resulting loss of revenue and against liability in such amounts as it deems appropriate, considering self-insured retentions, purchase of insurance through its captive insurance entity exceptions, or exclusions of portions of facilities, and the scope of insurable hazards. In view of the current state of the insurance industry, availability of coverage may be constrained and premium costs may increase for available coverage in connection with the Port Authority's periodic renewal of its insurance programs.

On October 16, 2006, the District of Columbia approved the establishment of the Port Authority captive insurance company, known as the "Port Authority Insurance Captive Entity LLC" ("PAICE"), for the purpose of insuring certain risk exposures of the Port Authority and its wholly owned entities. Under its current Certificate of Authority, PAICE is authorized to transact insurance business in connection with worker's compensation, general liability, builder's risk, property, terrorism and other insurance coverages for the Authority and its related entities. With the passage of the Terrorism Risk Insurance Program Reauthorization Act of 2007 (TRIPRA), PAICE assumed coverage for acts of domestic terrorism with respect to the Authority's public liability and property damage and loss of revenue insurance programs in addition to the previously provided coverage for acts of foreign terrorism. Currently, PAICE fronts, reinsures and insures the Authority's exposures in various insurance programs.

Although not part of the Risk Management Division, the Claims Division of the Authority's Law Department is responsible for the oversight and handling of all claims brought against and by the Authority, including its subsidiaries and affiliated entities. Specific reporting requirements, outlined in current policies, mandate which claims are reported to insurers. The Law Department evaluates and responds to reports of accidents; negotiates and settles claims based on an assessment of potential liability; undertakes and completes on-site investigation through statements, research and analysis; and is responsible for representing the Authority in all claims-related litigation.

II. SCOPE OF WORK

The services of the Consultant shall generally consist of providing the expertise necessary for a cost-efficient program to market, place, and administer Captive Management Services that will reflect the Authority's interests.

III. DESCRIPTION OF CONSULTANT'S TASKS

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

A. CAPTIVE MANAGER

1. Financial Services

The Captive Manager must perform the Captive's back office tasks. This includes but is not limited to:

- a. Maintaining all original books and records of the Captive.
- b. Premium invoicing and collecting as required.
- c. Preparing management accounts and information.
- d. Preparing monthly and year-end financial statements and detailed notes to financial statements.
- e. Coordinating the independent audit: Gathering, reconciling and providing all financial information annually to the independent auditor based on the Port Authority's timetable.
- f. Preparing annual and monthly cash budgets.
- g. Cash management: Captive Manager must deposit cash received and issue expense disbursements in accordance with approved contracts.
- h. Performing monthly bank reconciliations, and coordinating with Port Authority Treasury in estimating Captive's cash needs, based on expected loss and expense activity.
- i. Manager must establish and maintain controls that ensure Port Authority approval of expenditures.
- j. Monitoring investment performance and investment income.
- k. Investment Oversight: The manager must reconcile the investment portfolio and all transactions monthly, per any investment custodian or investment manager statements to amounts recorded on the general ledger, identifying and correcting any differences. Manager must establish appropriate controls to ensure Port Authority approval of investment transactions as appropriate.
- l. The Port Authority may elect to have the Captive Manager contract for the Captive's independent actuary. If that election is made, the Port Authority will exercise its right to determine the final actuary selected. The actuary may not be owned by or affiliated with the Captive Manager, nor may it be owned by an insurance brokerage firm that provides services to the Port Authority.
- m. Coordinating with the Captive's independent actuary: Gathering, reconciling and providing all loss information to the actuary as needed for determination of the loss reserve needs at each year-end and projected losses for the upcoming year.
- n. Coordinating actuary's findings with management's decisions on reserve setting and premium determination. Ensuring consistency between financial reporting and actuarial projections.
- o. Monitoring and informing Port Authority about any regulatory changes in the domicile or in National Association of Insurance Commissioners (NAIC) requirements that apply to the Captive.
- p. Maintaining Captive in compliance with local insurance statutes and regulations, and other corporate requirements.

- q. Representing the Captive during state regulatory examinations.
- r. Completing statutory filings in local domicile and with other states or regulators as needed.
- s. Preparing and calculating Captive state premium tax returns as required.
- t. Preparing and calculating excess and surplus lines tax return filings, as applicable, for New York and New Jersey.
- u. Coordinating with Port Authority in preparing and updating Captive procedures manuals.

B. INSURANCE MANAGEMENT SERVICES

The Captive Manager shall administer the insurance programs underwritten by the Captive, as well as monitor and administer all reinsurance arrangements of the Captive, as follows:

1. Maintaining all policy documentation and records.
2. Assisting with rate and premium calculations, as needed.
3. Maintaining all documentation relative to fronting arrangements or reinsurance cessions and agreements between the Captive and any other cedants/retrocessionaires.
4. Reconciling the paid losses and loss adjustment expenses per the monthly loss runs to the cash disbursements per the general ledger, identifying and correcting any differences.
5. Reviewing loss information to ensure that Captive pursues all opportunities for collection on aggregate stop-loss reinsurance or specific excess reinsurance, as needed.
6. Monitoring loss performance against any/all aggregate stop-loss reinsurance arrangements in which captive acts as a retrocessionaire, as required.
7. Pursuing opportunities for collection of reinsurance recoverables as appropriate.

C. CORPORATE / TREASURY

The Captive Manager shall maintain a fluid working relationship with Port Authority Treasury in the key areas of cash management and financial reporting, as follows:

1. Negotiating and executing Letters of Credit as required.
2. Summarizing and evaluating performance of investments selected by client or portfolio manager.
3. Preparing investment section of operations manual.
4. Adhering to statutory requirements on permitted captive investments.
5. At direction of the Port Authority, preparing and providing to attorneys and government authorities information necessary to the incorporation and registration of the Captive.

6. Describing systems used by manager to maintain Captive information, creating compatibility or portability to Port Authority systems.
7. Maintaining accounting records under statutory accounting principles (SAP) or generally accepted accounting principles (GAAP) as required by financial statement users.
8. Accruing liabilities in accordance with actuarial projections, reinsurance arrangements, and expense projections; reconciling investment transactions; and recognizing investment income earned.
9. Preparing customized monthly comparative financial statements with balance sheet, profit and loss (or income) statement, actual-to-budget analysis, and summary of operational indicators or other support statements as requested.
10. Making custom adaptations to the Captive manager's reports to accommodate the Port Authority's unique management reporting needs.

D. CORPORATE GOVERNANCE SERVICES

The Captive Manager shall maintain the Captive's standing as a good corporate citizen in its domicile, ensuring that it has a good relationship with the domicile's insurance regulatory staff, that all required corporate activities occur regularly and timely, and that management of the Captive and the Port Authority are timely informed of any changes in the company or its regulatory environment that could affect future business decisions.

These responsibilities include:

1. Providing a critical liaison with the local department of insurance: anticipating regulator reactions to changes in Captive business plan, and helping Captive represent itself in meetings with regulators.
2. Liaising with the Captive's corporate secretary and registered agent in respect of general matters such as the execution of Board resolutions and directives.
3. Coordinating Annual Board Meeting: Coordinating a list, timeline, schedule, and meeting notice for regular Board of Directors meetings, including lists of topics to be addressed at each meeting, including detailed agendas with times and descriptions and supporting sub-packages of information by topic.
4. Preparing periodic packages for the Board meetings, which are to consist of key documentation and information that should be reviewed and discussed. This includes audited financial reports, annual statements, ratio analyses, industry trends, compliance checklists, and any other information which details the issues important to the Captive and the Port Authority.
5. Preparing detailed, accurate and complete minutes of each meeting for approval at the next Board meeting.
6. Coordinating and arranging travel itineraries and locations for Board meetings.

E. “AS-NEEDED” SERVICES

The Captive Manager may be requested to provide supporting services as required to operate the captive entity. These services shall include, but not be limited to the following:

1. Independent actuarial services. As noted above, the actuary may not be owned by or affiliated with the Captive manager, nor may it be owned by an insurance brokerage firm that provides services to the Port Authority.
2. Legal services.
3. Third-party Administrative (TPA) services.

IV. COMMERCIAL GENERAL LIABILITY INSURANCE AND WORKERS' COMPENSATION INSURANCE PROCURED BY CONSULTANT

A. Commercial Liability Insurance:

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

Further, the certificate of insurance and the liability policy(ies) shall be specifically endorsed that *“The insurance carrier(s) shall not, without obtaining the express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.”*

B. Workers' Compensation Insurance:

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

accident. A waiver of subrogation in favor of the Authority and its related entities, as allowed by law, shall be included.

- b. Errors and Omissions Liability insurance with a minimum limit of twenty-five (\$25 million) per occurrence.
2. Additional Coverages: The Consultant shall have the policy endorsed when required by the Director for specific services hereunder and include the additional premium cost thereof as an out-of-pocket expense:
 - a. United States Longshoremen's and Harbor Workers' Compensation Act Endorsement.
 - b. Coverage B Endorsement - Maritime (Masters or Members of the Crew of Vessels), in limits of not less than \$1,000,000 per occurrence.
 - c. Amendments to Coverage B, Federal Employers' Liability Act in limits of not less than \$1,000,000 per occurrence.

C. Compliance:

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

1. Renewal certificates of insurance or policies shall be delivered via e-mail to the Authority's Project Manager at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Management must approve the renewal certificate(s) of *insurance before work can resume. If at any time any of the certificates or policies shall become unsatisfactory to the Authority, the Consultant shall promptly obtain a new and satisfactory certificate and policy.*
2. If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as above required, then, if the General Manager shall so direct, the Consultant shall suspend performance of the Agreement at the premises. If the Agreement is so suspended, no extension of time shall be due on account thereof. If the Agreement is not suspended (whether or not because of omission of the General Manager to order suspension), then the Authority may, at its option, obtain insurance affording coverage equal to the above required, the cost of such insurance to be payable by the Consultant to the Authority.
3. Upon request of the General Manager, Risk Management/Treasury, the Consultant shall furnish to the Authority a certified copy of each policy itself, including the provisions establishing premiums.
4. The requirements for insurance procured by the Consultant shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Consultant under this Agreement. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Consultant against the obligations imposed on them by law or by this or any other Agreement.

5. The 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 result in an additional premium, the General Manager, Risk Management for the Port Authority may consider such cost as an out-of-pocket expense.

V.CONDITIONS AND PRECAUTIONS

A. General:

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

B. Work Areas:

Limit work to the areas necessary for the performance of such work and shall not interfere with the operation of the facility without first obtaining specific approval from the Director.

C. Work Hours:

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

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

DATE

FIRM

ADDRESS

CITY, ST ZIP

Attention: CONTACT, TITLE

**SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL CAPTIVE
MANAGEMENT SERVICES FOR THE PORT AUTHORITY'S CAPTIVE
INSURANCE COMPANY**

Dear CONTACT:

1. The Port Authority of New York and New Jersey (the "Port Authority" or "Authority") on behalf of Port Authority Insurance Captive Entity, LLC (hereinafter referred to as the "Captive" hereby offers to retain FIRM NAME. (the "Consultant" or "you") to provide Expert Professional Captive Management Services from March 31, 2015 through March 30, 2018, as more fully set forth in Attachment A, which is attached hereto and made a part hereof.

The Port Authority reserves the right to extend this agreement for one additional three-year term. Such extension shall be in writing from the Treasurer to the undersigned. The Authority does not guarantee the ordering of any services under this Agreement and specifically reserves the right, in its sole discretion, to use any person or firm to perform the type of services required hereunder.

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

For the purpose of administering this Agreement, the Treasurer has designated as The Project Manager for this project NAME, tel. (***)**-****, or e-mail address: ****@panynj.gov.

2. Your services shall be performed as expeditiously as possible and at the time or times required by the Project Manager, and shall, in any case, be completed in accordance with the schedule specified in Attachment A. Time is of the essence in the performance of all your services under this Agreement.

3. The Consultant shall meet and consult with Authority staff as requested by the Treasurer in connection with the services to be performed herein. Any reports and other items to be submitted or prepared by the Consultant hereunder shall be subject to the review of the Treasurer. The Treasurer may disapprove, if, in her sole opinion the said items are not in accordance with the requirements of this Agreement, or are unsuited in any way for the purpose for which they are intended. If any of the said items or any portion thereof are so disapproved, the Consultant shall forthwith revise them until they meet the approval of the Treasurer, but the

Consultant shall not be compensated under any provision of this Agreement for the performance of such revisions.

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

5. As full compensation for all your services and obligations in connection with this Agreement, the Authority will pay you the following amounts:

A. For performance of all the Consultant's services from March 31, 2015 until March 30, 2016, the Lump Sum Amount of \$***

B. For performance of all the Consultant's services from March 31, 2016 until March 30, 2017, the Lump Sum Amount of \$***

C. For performance of all the Consultant's services from March 31, 2017 until March 30, 2018, the Lump Sum Amount of \$***

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

D. Out-of-pocket expenses, approved in advance by the Treasurer, necessarily and reasonably incurred and actually paid by you in the performance of your services hereunder. Out-of-pocket expenses are expenses that are unique to the performance of your services under this Agreement and generally contemplate the purchase of outside ancillary services, except that for the purpose of this Agreement, out-of-pocket expenses do include amounts for long distance telephone calls; rentals of equipment; travel and local transportation; and meals and lodging on overnight trips.

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

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

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

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

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

When the Consultant is asked to provide services outside the Port District, the actual cost of transportation as well as the cost for hotel accommodations and meals will be reimbursable hereunder when approved in advanced in writing by the Treasurer. The cost for all meals and lodging on approved overnight trips is limited to the amounts established by the United States General Services Administration for that locality.

General Services Administration (GSA) Rates:

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

You shall obtain the Treasurer's written approval prior to making expenditures for out-of-pocket expenses in excess of one-thousand dollars (\$1,000) per specific expenditure and for all overnight trips, which are reimbursable expenditures as set forth above. You shall substantiate all billings for out-of-pocket expenses in excess of twenty-five dollars (\$25) with receipted bills and provide said receipts with the appropriate billing.

E. As used herein:

"Port District" is an area comprised of about 1,500 square miles in the States of New York and New Jersey, centering about New York Harbor. The Port District includes the Cities of New York and Yonkers in New York State, and the cities of Newark, Jersey City, Bayonne, Hoboken and Elizabeth in the State of New Jersey, and over 200 other municipalities, including all or part of seventeen counties, in the two States.

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

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

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

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

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

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

12. Notwithstanding anything to the contrary herein, the work product of the Consultant, its officers, agents, employees, or sub-consultants which is produced in accordance with the

Agreement, whether it consists of computer programming or documentation thereof, including source code, and on any media whatsoever, shall be deemed to belong exclusively to the Authority, and the Authority will have the exclusive right to obtain and to hold in its own name any and all copyrights, patents, trade secrets or other proprietary rights and protection as may be produced as part of this work product, including the right to extensions or renewals, where appropriate. The work product shall not be destroyed or released to anyone outside of the Engineering Department without express written authorization of the Treasurer. The Authority will have the exclusive right to use or permit the use of them and any ideas or methods represented by them for any purpose and at any time without other compensation than that specifically provided for herein. You agree to contract with your employees for the benefit of the Authority to insure that the Authority has such rights and to give to the Authority or any party designated by the Authority all assistance reasonably required to perfect the rights herein above stated. You shall indemnify and hold harmless the Authority against any claims of proprietary rights infringement arising out of such use of your work product.

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

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

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

16. The Authority has a long-standing practice of encouraging Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) to seek business opportunities with it, either directly or as subconsultants or subcontractors. "Minority-owned business" or "MBE" means a business entity which is at least fifty-one percent (51%) owned by one (1) or more members of one (1) or more minority groups, or, in the case of a publicly held corporation, at least fifty-one percent (51%) of the stock of which is owned by one (1) or more members of one (1) or more minority groups; and whose management and daily business operations are controlled by one (1) or more such individuals who are citizens or permanent resident aliens. "Women-owned business" or "WBE" means a business which is at least fifty-one percent (51%) owned by one (1)

or more women; or, in the case of a publicly held corporation, fifty-one percent (51%) of the stock of which is owned by one (1) or more women: and whose management and daily business operations are controlled by one (1) or more women who are citizens or permanent resident aliens.

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

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

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

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

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

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

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

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

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

17. 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, and to sensitive security sites and facilities (including rental spaces) to any person that declines to abide by Authority security procedures and protocols, and to any person with a criminal record with respect to certain crimes or who may otherwise poses a threat to the construction site or facility security. The Authority reserves the right to impose multiple layers of security requirements on the Consultant, its staff and subconsultants and their staffs depending upon the level of security required, and to make any amendments with respect to such requirements as determined by the Authority.

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

- Execution of Non-Disclosure and Confidentiality Agreements and Acknowledgments

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

- Consultant/Subconsultant identity checks and background screening

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

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

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

- Issuance of Photo Identification Credential

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

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

- Designated Secure Areas

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

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

- Access control, inspection, and monitoring by security guards

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

- Compliance with the Port Authority Information Security Handbook

The Agreement may require access to Port Authority information considered 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 Consultant 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 Handbook can be obtained upon request or at: <http://www.panynj.gov/business-opportunities/pdf/Corporate-Information-Security-Handbook.pdf>.

- Audits for Compliance with Security Requirements

The Authority may conduct random or scheduled examinations of business practices under this section and the Handbook in order to assess the extent of compliance with security requirements, PI procedures, protocols and practices, which may include, but which are not necessarily 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.

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

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

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

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

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

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

The provisions of this clause shall also be for the benefit of the Commissioners, officers, agents and employees of the Authority, so that they shall have all the rights which they would have under this clause if they were named at each place above at which the Authority is named, including a direct right of action against the Consultant to enforce the foregoing indemnity, except, however, that the Authority may at any time in its sole discretion and without liability on

its part cancel the benefit conferred on any of them by this clause, whether or not the occasion for invoking such benefit has already arisen at the time of such cancellation.

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

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

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

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

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

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

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

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

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

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

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

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

D. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated March 11, 2014, or as may be revised, (a copy of which is available upon request to the Authority), nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;

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

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

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

The foregoing certifications in this Section and the Section entitled "Certification of No Investigation (Criminal or Civil Anti-trust), Indictment, Conviction, Debarment Suspension, Disqualification and Disclosure of Other Information" shall be deemed to be made by the Consultant as follows:

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

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

Moreover, the certifications in this Section and the Section entitled "Certification of No Investigation (Criminal or Civil Anti-trust), Indictment, Conviction, Debarment Suspension, Disqualification and Disclosure of Other Information", if made by a corporate Consultant, shall be deemed to have been authorized by the Board of Directors of the Consultant, and such authorization shall be deemed to include the signing and submission of the proposal and the inclusion therein of such certification as the act and deed of the corporation.

In any case where the Consultant cannot make the foregoing certifications in this Section and the Section entitled "Certification of No Investigation (Criminal or Civil Anti-trust), Indictment, Conviction, Debarment Suspension, Disqualification and Disclosure of Other Information", the Consultant shall so state and shall furnish with the signed proposal a signed statement, which sets forth in detail the reasons therefor. If the Consultant is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its proposal, setting forth in such statement the reasons for its uncertainty. With respect to the foregoing certification in paragraph "19G.", if the Consultant cannot make the certification, it shall provide, in writing, with the signed proposal: (i) a list of the name(s), address(es), telephone number(s), and place(s) of principal employment of each such individual or organization; and (ii) a statement as to whether such individual or organization has a "financial interest" in this Agreement, as described in the Procurement Disclosure policy of the Authority (a copy of which is available upon request to the Chief Procurement Officer of the Authority). Such disclosure is to be updated, as necessary, up to the time of award of this Agreement. As a result of such disclosure, the Authority shall take appropriate action up to and including a finding of non-responsibility.

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

Notwithstanding that the Consultant may be able to make the certifications in this Section and the Section entitled "Certification of No Investigation (Criminal or Civil Anti-trust), Indictment, Conviction, Debarment Suspension, Disqualification and Disclosure of Other Information" at the time the proposal is submitted, the Consultant shall immediately notify the Authority in writing during the period of irrevocability of proposals on this Agreement or any extension of such period, or during the term of this Agreement, of any change of circumstances which might under this clause make it unable to make the foregoing certifications or require disclosure. The

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

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

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

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

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

was not based on a finding of conduct demonstrating a lack of integrity or violation of a prevailing rate of wage law.

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

22. CONSULTANT RESPONSIBILITY, SUSPENSION OF WORK AND TERMINATION

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

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

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

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

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

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

herein, the term “Port Authority” or “Authority” shall be deemed to include all subsidiaries of the Authority.

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

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

In addition, during the term of this Agreement, the Consultant shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated March 11, 2014, or as may be revised, (a copy of which is available upon request to the Office of the Secretary of the Authority). Without the express written approval of the Treasurer, you shall keep confidential, and shall require your employees, your subconsultants, and your subconsultant’s employees to keep confidential, a) all information disclosed by the Authority or its consultants to you or b) developed by you or your subconsultants in the performance of services hereunder. Disclosure of any such information shall constitute a material breach of the Agreement.

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

24. CONFLICT OF INTEREST

During the term of this agreement, the Consultant shall not participate in any way in the preparation, negotiation or award of any agreement (other than an agreement for its own services to the Authority) to which it is contemplated the Authority may become a party, or participate in any way in the review or resolution of a claim in connection with such an agreement if the Consultant has a substantial financial interest in the Consultant or potential Consultant of the Authority or if the Consultant has an arrangement for future employment or for any other business relationship with said Consultant or potential Consultant, nor shall the Consultant at any time take any other action which might be viewed as or give the appearance of conflict of interest on its part. If the possibility of such an arrangement for future employment or for another business arrangement has been or is the subject of a previous or current discussion, or if the Consultant has reason to believe such an arrangement may be the subject of future discussion, or if the Consultant has any financial interest, substantial or not, in a Consultant or potential Consultant of the Authority, and the Consultant’s participation in the preparation, negotiation or award of any agreement with such a Consultant or the review or resolution of a claim in connection with such an agreement is contemplated or if the Consultant has reason to believe that any other situation exists which might be viewed as or give the appearance of a conflict of interest, the Consultant shall immediately inform the Authority in writing of such situation

giving the full details thereof. Unless the Consultant receives the specific written approval of the Authority, the Consultant shall not take the contemplated action which might be viewed as or give the appearance of a conflict of interest. The Authority may require the Consultant to submit a mitigation plan addressing and mitigating any disclosed or undisclosed conflict, which is subject to the approval of the Authority and shall become a requirement, as though fully set forth in this Agreement. In the event the Authority shall determine that the performance by the Consultant of a portion of its services under this Agreement is precluded by the provisions of this numbered paragraph, or a portion of the Consultant's said services is determined by the Authority to be no longer appropriate because of such preclusion, then the Authority shall have full authority on behalf of both parties to order that such portion of the Consultant's services not be performed by the Consultant, reserving the right, however, to have the services performed by others and any lump sum compensation payable hereunder which is applicable to the deleted work shall be equitably adjusted by the parties. The Consultant's execution of this document shall constitute a representation by the Consultant that at the time of such execution the Consultant knows of no circumstances, present or anticipated, which come within the provisions of this paragraph or which might otherwise be viewed as or give the appearance of a conflict of interest on the Consultant's part. The Consultant acknowledges that the Authority may preclude it from involvement in certain disposition/privatization initiatives or transactions that result from the findings of its evaluations hereunder or from participation in any agreements, which result, directly or indirectly, from the services provided by the Consultant hereunder. The Authority's determination regarding any conflict of interest shall be final.

25. DEFINITIONS

As used in sections 19 to 24 above, the following terms shall mean:

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

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

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

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

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

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

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

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

223. The Authority has a long-standing practice of encouraging Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) to seek business opportunities with it, either directly or as subconsultants or subcontractors. "Minority-owned business" or "MBE" means a business entity which is at least fifty-one percent (51%) owned by one (1) or more members of one (1) or more minority groups, or, in the case of a publicly held corporation, at least fifty-one percent (51%) of the stock of which is owned by one (1) or more members of one (1) or more minority groups; and whose management and daily business operations are controlled by one (1) or more such individuals who are citizens or permanent resident aliens. "Women-owned business" or "WBE" means a business which is at least fifty-one percent (51%) owned by one (1) or more women; or, in the case of a publicly held corporation, fifty-one percent (51%) of the stock of which is owned by one (1) or more women: and whose management and daily business operations are controlled by one (1) or more women who are citizens or permanent resident aliens.

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

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

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

F. 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;

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

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

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

FIRM NAME.

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DATE

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

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

FIRM NAME.

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DATE

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

Sincerely,

THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY

Lillian D. Valenti
Chief Procurement Officer
Procurement Department

Date _____

ACCEPTED:

FIRM NAME

By: _____

Title: _____

Date: _____

FIRM NAME.

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DATE

INSTRUCTIONS

If the selected Consultant firm is not located in the States of New York or New Jersey, change the number of the last Paragraph of this Agreement from "28" to "29" and insert a new Paragraph "28" as follows:

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

AGREEMENT ON TERMS OF DISCUSSION

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

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

(Company)

(Signature)

(Title)

(Date)

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

Attachment C

PERFORMANCE OF EXPERT PROFESSIONAL CAPTIVE MANAGEMENT SERVICES FOR THE PORT AUTHORITY'S CAPTIVE INSURANCE COMPANY (RFP #40841)

PROGRAM	CONTRACT YEAR	PROPOSED ANNUAL FEE
Captive Management Services	Base Term – Year One (March 31, 2015 – 2016)	\$
Captive Management Services	Base Term – Year Two (March 31, 2016 – 2017)	\$
Captive Management Services	Base Term – Year Three (March 31, 2017 – 2018)	\$
Total Proposed Fee: (3 years Term)	<i>March 31, 2015 – 2018</i>	\$ _____
Captive Management Services	Renewal Option Term – Year One (March 31, 2018 – 2019)	\$
Captive Management Services	Renewal Option Term – Year Two (March 31, 2019 – 2020)	\$
Captive Management Services	Renewal Option Term – Year Three (March 31, 2020 – 2021)	\$
Total Proposed Fee: (3-year Renewal Option)	March 31, 2018 - 2021	\$ _____