

**THE PORT AUTHORITY OF NY & NJ**  
**PROCUREMENT DEPARTMENT**  
**ATTN: BID/PROPOSAL CUSTODIAN**  
**4WTC 150 GREENWICH STREET 21<sup>ST</sup> FLOOR**  
**NEW YORK, NEW YORK 10007**

**REQUEST FOR PROPOSALS**

**ISSUE DATE: March 25, 2016**

**TITLE: EXPERT PROFESSIONAL RETAIL ARCHITECTURAL SERVICES FOR  
THE WORLD TRADE CENTER REDEVELOPMENT PROGRAM ON “AS-  
NEEDED” BASIS DURING 2016–2017**

**RFP NO.: 45214**

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

**QUESTIONS DUE BY: April 7, 2016 TIME: 2:00 P.M.**

**PROPOSAL DUE DATE: April 14, 2016 TIME: 2:00 P.M.**

**CONTACT: GUSTAVO ORDUZ**

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March 25, 2016

**SUBJECT: REQUEST FOR PROPOSALS FOR EXPERT PROFESSIONAL RETAIL ARCHITECTURAL SUPPORT SERVICES FOR THE WORLD TRADE CENTER REDEVELOPMENT PROGRAM ON “AS-NEEDED” BASIS DURING 2016-2017**

**RFP NO. 45214**

Dear Sir or Madam:

The Port Authority of New York and New Jersey (“Authority” or “Port Authority”) is seeking Proposals from prospective Consultants (also “you,” “Firm” and “Proposer”) in response to this Request for Proposals (RFP) for the performance of Expert Professional Retail Architectural Support Services for the World Trade Center Redevelopment Program on “As-Needed” Basis During 2016-2017 for a one (1) year term, with an option to extend for one (1) additional, six-month term, at the exclusive option of the Port Authority. The scope of the services to be performed by the Consultant hereunder are set forth in Attachment A to this RFP Letter and shall form part of the Port Authority’s Standard Agreement (“Standard Agreement” or “Agreement”). Please review the sample of the Standard Agreement attached hereto, as it will be the basis for the submission of Proposals and which you will sign in the event the Authority accepts your Proposal.

The Standard Agreement contains the terms and conditions governing the resultant agreement of this RFP. You are expected to agree with all of the terms and conditions of the Standard Agreement. You should therefore not make any changes to the Standard Agreement or restate any of its provisions in your Proposal or supporting material. However, if you have any specific exceptions, such exceptions should be set forth in a separate letter included with its response to this RFP. The Authority is under no obligation to entertain or accept any such specific exceptions. After the Proposal Due Date, the Proposer will be precluded from raising any exceptions to this RFP.

Upon the completion of the RFP process, the Authority may elect to enter into an Agreement (also “contract” or “Contract”) with one or more firms.

**RFP Contents**

Request for Proposals Cover Letter
Attachment A: Scope of Services
Attachment B: Agreement on Terms of Discussion
Attachment C-1: Proposer Prerequisite A
Attachment C-2: Proposer Prerequisite B
Attachment D: MBE/WBE Participation Plan
Attachment E: Staffing Plan Template

Attachment F: Pricing and Compensation Proposal
Attachment G: Insurance Requirements
Attachment H: Contractor's Quality Program Requirements
Attachment I: WTC Site Security Requirements
Port Authority Standard Agreement

**I. SUBMISSION OF PROPOSALS**

To respond to this RFP, the Proposer shall submit a concise Proposal in accordance with the following requirements:

- A. The Proposal shall be no more than **25** pages (single-sided) or **13** pages (double-sided) using 12 point or greater font size. The page limit pertains only to letters C, D, E, and F in Section V below. Each resume shall be 2-page maximum, single-sided using 12 point or greater font size. The Proposal pages shall be numbered and bound, or in a 3-ring binder, with “Your Firm Name”, and **RFP Number 45214** clearly indicated on the cover.
- B. Each section of the Proposal shall be separated with a tab divider that is labeled in accordance with the letter of the requirements specified in Section V below entitled Proposal Submission Requirements.
- C. **All Proposals must be delivered in sealed envelopes and/or packages. Address Proposal to: The Port Authority of New York and New Jersey, Attention: RFP Custodian, Procurement Department, 4WTC, 150 Greenwich Street, 21<sup>st</sup> floor, New York, NY 10007. Do not address your Proposal to any other name.** Clearly mark the solicitation number on the outermost package. You are required to submit one (1) reproducible original and seven (7) copies, along with eight (8) copies on USB flash drive, of your Proposal for review. Notwithstanding retention of the USB flash drive, in case of conflict, the reproducible original of the Proposal shall take precedence over material on the USB flash drive.
- 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 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, as well as a contact name with phone number and email address.
- F. Your Proposal should be received in sufficient time so that the Authority receives it **no later than 2:00 p.m. on April 14, 2016**. The cover of your submittal must include the RFP Number (as stated above) and the RFP title. The outermost cover of your submittal must be labeled to include the RFP Number and RFP title as indicated in “Subject” above. The Authority assumes no responsibility for delays caused by any delivery services.
- G. The Authority will not accept Proposals submitted via electronic mail or fax.

- H. If your Proposal is to be hand delivered, please note that only individuals with proper identification (e.g. photo identification) will be permitted access to the Authority's offices. Individuals without proper identification shall be turned away and their packages not accepted.

There is extensive security at the World Trade Center Site. You must present a valid government-issued photo ID to enter 4 WTC. Individuals without packages or carrying small packages, envelopes or boxes that can be conveyed by hand or on a hand truck may enter through the lobby. All packages, envelopes and boxes may be subject to additional security screening. There is no parking available at 4 WTC/150 Greenwich Street, and parking in the surrounding area is extremely limited. Express carrier deliveries by commercial vehicles will only be made via vendors approved by Silverstein Properties, the WTC Property Manager, through the Vehicle Security Center (VSC). Presently, UPS is the only delivery vendor with approved recurring delivery times. UPS makes deliveries to 4 WTC around 9:30 a.m. each day. Please plan your submission accordingly. As additional express carriers may be approved by Silverstein Properties and scheduled for recurring delivery times with the VSC, this information may be updated. Under certain circumstances, a solicitation may allow for a commercial vehicle to be approved to make a delivery in accordance with the VSC procedures. If applicable, the specific solicitation document will include that information. The Port Authority assumes no responsibility for delays, including, but not limited to, delays caused by any delivery services, building access procedures, or security requirements.

## **II. PROPOSER PREREQUISITES**

Only Proposals from Firms demonstrating previous experience in the performance of services similar to those contemplated herein shall be considered. The Authority will be the sole judge of whether a Proposer meets the prerequisite requirements.

Only Firms that can demonstrate that they comply with the following prerequisites should submit Proposals, as only Proposals from such Firms will be considered:

- A. The Proposer must demonstrate to the satisfaction of the Port Authority that it has a minimum of 7-10 years of retail architectural services experience, at the time of proposal submission, in performing architectural services for projects of comparable size and complexity.
- B. The Proposer must demonstrate to the satisfaction of the Port Authority that it has completed a minimum of at least three (3) projects of similar scope. These projects must have given staff experience working with and applying industry standards and practices.

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

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

If a joint venture which has not been established as a distinct legal entity submits a proposal, it and all participants in the joint venture shall be bound jointly and severally and each

participant in the joint venture shall execute the proposal and do each act and thing required by this Request For Proposals.

If the joint venture is a distinct legal entity the name of the joint venture Proposer shall appear on the original proposal and wherever else the Proposer's name would appear.

If the Proposer is a common law joint venture, the names of all participants shall be listed followed by the words "acting jointly and severally".

All joint venture proposers must provide documentation of their legal status.

All Proposers must include documentation that they meet the above prerequisites. Attachment C-1 Proposer Prerequisites Item A, Attachment C-2 Proposer Prerequisites Item B should be completed and submitted as part of the Proposal to document the required experience. By furnishing this solicitation document to Proposers, the Port Authority has not made a determination that the Proposers have met the prerequisites or have otherwise been deemed qualified to perform the services. In addition, a determination that a Proposer has met the prerequisites is no assurance that it will be deemed qualified in connection with other Proposal requirements included herein.

### **III. FINANCIAL INFORMATION**

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

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

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

Where the statements submitted pursuant to subparagraphs (1) and (2) aforementioned do not cover a period which includes a date not more than forty-five (45) days prior to the Proposal Due Date, then the Proposer shall also submit a statement in writing, signed by an executive officer or his/her designee, that the present financial condition of the Proposer is at least as good as that shown on the statements submitted.

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

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

#### **IV. EVALUATION CRITERIA**

Each Proposal will be evaluated by a Selection Committee composed of Port Authority personnel experienced in the disciplines necessary to make a value judgment and decision regarding the technical qualifications of a proposing Firm and its oral presentation, if necessary.

The Selection Committee members will base their evaluation on selection criteria, which are listed below in relative order of importance.

1. Staff Qualifications and Experience
2. Firm Qualifications and Experience
3. Technical Approach
4. Management Approach

Award will be made to the responsible Firm whose Proposal is most advantageous to the Authority. In determining which Proposal is most advantageous, the Authority will evaluate Proposals to determine which Proposal offers the greatest business value to the Authority based upon an analysis of the qualitative technical factors and price/cost in order to derive which Proposal represents the “best value” to the Authority. In the event that two or more Proposals are considered by the Authority to be equal or similar in their technical merit, the evaluated cost or price becomes more important; in such a case, cost or price may ultimately be the deciding factor. Accordingly, the Authority may not necessarily make an award to the Proposer with the highest technical ranking nor award to the Proposer with the lowest price proposal, if doing so would not be in the overall best interest of the Authority.

#### **V. PROPOSAL SUBMISSION REQUIREMENTS**

To respond to this RFP, provide the following information:

A. In the front of your Proposal, a copy of Attachment B of the Standard Agreement, “Agreement on Terms of Discussion,” signed by an officer of your Firm. If the Proposer is a joint venture, an authorized representative of each member of the joint venture shall sign the Agreement.

B. Transmittal Letter

Submit a transmittal letter, on letterhead, signed by an authorized representative, demonstrating compliance with each of the aforementioned “Proposer Requirements”. Your transmittal letter shall also include, but not be limited to:

1. A statement indicating whether the Consultant is proposing as a single entity, or as a joint venture.

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 it proposes to provide the services outlined herein, the joint venture shall be composed of the same participants as were in the joint venture when it submitted the Proposal. No substitution of

participants will be allowed without the express prior written permission of the Authority.

Submit 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 Agreement. 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

List the name(s) and title(s) and provide the resumes of key personnel who will be assigned to perform any services requested. Detail the experience of key individuals to be responsible for the successful completion of the proposed project. Attach a detailed resume for each individual that includes his or her educational background, chronological history of employment, relevant licenses and certifications. The resumes should clearly identify the years of experience and technical capabilities in the field related to the tasks for which the individual will be responsible.

Indicate how you will assure commitment to the project of said key personnel and your plan for providing equally qualified personnel in the event that such key personnel become unavailable during the progress of the work. However, notwithstanding the aforementioned required plan, please note that it is expected that key personnel submitted under this Request for Proposals will be committed to being assigned to this project for its duration. The Consultant shall not remove or replace the Project Manager or any other key personnel, as identified by the Authority, without the written consent of the Authority and the Authority will not consent until the Consultant has proffered a candidate with similar and equal credentials acceptable to the Authority.

Identify sub-consultants, if any, and indicate their experience and qualifications. Provide the terms and conditions for their compensation, their MBE/WBE status and the technical qualifications of their key personnel to be assigned to the subject project.

#### D. FIRM QUALIFICATIONS AND EXPERIENCE

Demonstrate your compliance with the proposer prerequisites listed above by providing Attachments C-1, and C-2.

In addition, prepare a spreadsheet, signed by the principal of your firm, identifying your firm's specific relevant experience in the performance of services similar to those contemplated herein.

For all projects referenced, the services must have been performed by or are currently being performed by the Proposer within the last five (5) years. The spreadsheet outlining the services performed or currently being performed shall include:

- The name, address, point of contact and telephone number(s) of the Contracting party
- The locations where the work was performed
- Duration of the Contract

- Date(s) the services were provided
- The approximate dollar amount of the Contract
- The annual staff hours of full and part time labor expended in the performance of the Contract
- A summary of the types of work performed
- Representatives familiar with the work that the Port Authority may contact.

Only Proposals received from Firms demonstrating relevant prior experience will be evaluated for performance of the subject services.

#### E. TECHNICAL APPROACH

Submit a detailed description of the proposed technical approach to be taken for the performance of the required services. Factors addressed in your technical approach shall include, but are not limited to your proposed technical approach demonstrating to the Authority, the knowledge and skill of your firm to address specific technical areas, (i.e. Architectural design services). The technical approach description should provide at a minimum a clear understanding of how the Consultant will carry out their duties in accordance with Attachment A, of this Agreement, entitled "Scope of Services".

#### F. MANAGEMENT APPROACH

Submit a detailed description of the proposed management approach to be taken for the administration of work under the Contract covering the tasks listed in Attachment A entitled "Scope of Services". In support, the Proposer shall also provide:

1. A detailed Staffing Plan in accordance with the Attachment E – Staffing Plan including an organization chart.
2. A tracking template for deliverables, task and cost management.
3. Procedures for keeping the Authority team informed of issues and progress during the period of engagement.
4. Approach to quality control.

#### G. MBE/WBE PARTICIPATION

The Authority has a long-standing practice of encouraging Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) to seek business opportunities with it, either directly or as subconsultants or subcontractors. "Minority 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 Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race;
- C. Asian and Pacific Islander persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands;
- D. Native American or Alaskan Native persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

The Authority has set a goal of twelve percent (12%) participation by qualified and Port Authority 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 Port Authority 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>.

Proposers are directed to use form PA3760C as the recording mechanism for the MBE/WBE participation plan, annexed hereto as Attachment D or may be downloaded at <http://www.panynj.gov/business-opportunities/become-vendor.html>.

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

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

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

All MBE/WBE subcontractors listed on the MBE/WBE Participation Plan must be certified by the Port Authority in order for the Consultant to receive credit toward the MBE/WBE goals set forth in this Agreement. Please go to

<http://www.panynj.gov/business-opportunities/supplier-diversity.html> to search for MBE/WBEs by a particular commodity or service. The Port Authority makes no representation as to the financial responsibility of these firms or their ability to perform work under this Agreement.

Subsequent to Agreement award, all changes to the MBE/WBE Participation Plan must be submitted via a modified MBE/WBE Participation Plan to the Manager for review and approval by the Authority's Office of Business Diversity and Civil Rights. For submittal of modifications to the MBE/WBE Plan, Consultants are directed to use form PA3760D, which may be downloaded at <http://www.panynj.gov/business-opportunities/become-vendor.html>. The Consultant shall not make changes to its approved MBE/WBE Participation Plan or substitute MBE/WBE subcontractors or suppliers for those named in their approved plan without the Manager's prior written approval. Unauthorized changes or substitutions, including performing the work designated for a subconsultant with the Consultant's own forces, shall be a violation of this section. Progress toward attainment of MBE/WBE participation goals set forth herein will be monitored throughout the duration of the Agreement.

The Consultant shall also submit to the Manager, along with invoices, the Statement of Subcontractor Payments in the form of the MBE/WBE Participation Report, which may be downloaded at <http://www.panynj.gov/business-opportunities/become-vendor.html>. The Statement must include the name and business address of each MBE/WBE subconsultant and supplier actually involved in the Agreement, a description of the work performed and/or product or service supplied by each such subcontractor or supplier, the date and amount of each expenditure, and such other information that may assist the Manager in determining the Consultant's compliance with the foregoing provisions.

### **MBE/WBE Conditions of Participation**

MBE/WBE participation will be counted toward meeting the MBE/WBE contract goal, subject to all of the following conditions:

A. **Commercially Useful Function.** An MBE/WBE is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of work on a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved in accordance with normal industry practice. Regardless of whether an arrangement between the Contractor and the MBE/WBE represent standard industry practice, if the arrangement erodes the ownership, control or independence of the MBE/WBE or in any other way does not meet the commercially useful function requirement, that firm shall not be included in determining whether the MBE/WBE goal is met and shall not be included in MBE/WBE reports. If this occurs with respect to a firm identified as a MBE/WBE, the Contractor shall receive no credit toward the MBE/WBE goal and may be required to backfill the participation. An MBE/WBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed in order to obtain the appearance of MBE/WBE participation. An MBE/WBE may rebut a determination by the Authority that the MBE/WBE is not performing a commercially useful function to the Authority.

B. Work Force. The MBE/WBE must employ a work force (including administrative and clerical staff) separate and apart from that employed by the Contractor, other Subcontractors on the contract, or their Affiliates. This does not preclude the employment by the MBE/WBE of an individual that has been previously employed by another firm involved in the Contract, provided that the individual was independently recruited by the MBE/WBE in accordance with customary industry practice. The routine transfer of work crews from another employer to the MBE/WBE shall not be allowed.

C. Supervision. All Work performed by the MBE/WBE must be controlled and supervised by the MBE/WBE without duplication of supervisory personnel from the Contractor, other Subcontractors on the contract, or their Affiliates. This does not preclude routine communication between the supervisory personnel of the MBE/WBE and other supervisors necessary to coordinate the Work.

### **Counting MBE/WBE Participation**

The value of the Work performed by an MBE/WBE, with its own equipment, with its own forces, and under its own supervision will be counted toward the goal, provided the utilization is a commercially useful function. An MBE/WBE prime contractor shall still provide opportunities for participation by other MBE/WBEs. Work performed by MBE/WBEs will be counted as set forth below. If the Authority determines that some or all of the MBE/WBEs work does not constitute a commercially useful function, only the portion of the work considered to be a commercially useful function will be credited toward the goal.

A. Subcontractors. One hundred percent (100%) of the value of the Work to be performed by an MBE/WBE subcontractor will be counted toward the MBE/WBE goal. The value of such Work includes the cost of materials and supplies purchased by the MBE/WBE, except the cost of supplies or equipment leased from the Contractor, other Subcontractors or their affiliates will not be counted. When a MBE/WBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward MBE/WBE goals only if the MBE/WBE subcontractor is itself a MBE/WBE. Work that a MBE/WBE subcontracts to a non-MBE/WBE firm does not count toward MBE/WBE goals.

B. Material Suppliers. Sixty percent (60%) of the expenditure to a MBE/WBE material supplier will be counted toward the MBE/WBE goal. Packagers, brokers, manufacturer's representatives, or other persons who arrange or expedite transactions are not material suppliers within the meaning of this paragraph.

C. Broker's/Manufacturer's Representatives. One hundred percent (100%) of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees for transportation charges for the delivery of materials or supplies provided by an MBE/WBE broker/manufacturer's representative will be counted toward the MBE/WBE goal, provided they are determined by the Authority to be reasonable and not excessive as compared with fees customarily allowed for similar services. The cost of the materials and supplies themselves will not be counted.

D. Services. One hundred percent (100%) of fees or commissions charged by an MBE/WBE for providing a bona fide service, such as professional, technical,

consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of the Work will be counted toward the MBE/WBE goal, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.

E. Joint Venture. Joint ventures between MBE/WBEs and non-MBE/WBEs may be counted toward the MBE/WBE goal in proportion to the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE/WBE performs with its own forces. Please contact the Office of Business Diversity and Civil Rights at (201) 395-3958 for more information about requirements for such joint ventures

#### H. PRICING AND COMPENSATION PROPOSAL

The Proposer shall submit a concise “Pricing and Compensation Proposal” (Attachment F) that provides the following information in accordance with the Scope of Services presented in Attachment A.

(i) The Pricing and Compensation Proposal must include the following for the twelve (12) month period, in accordance with Section 7 of the Agreement:

1. The Consultant/Firm’s Fully Loaded (All-Inclusive) Hourly Rates in accordance with Section 7.A of the Standard Agreement.
2. Cost of Subconsultants, in accordance with Section 7.B of the Standard Agreement.
3. Reimbursable expenses, in accordance with Section 7.C of the Standard Agreement.
4. The Proposer must submit any backup material deemed appropriate, including but not limited to, the computation of the Fully Loaded Hourly Rates and the Firm’s Certified Overhead Statement, if any, along with Attachment F - Pricing and Compensation Proposal, for consideration of costs. Failure by a Proposer to submit such material as requested may deem such Proposer non-responsive.

The Proposer shall also submit the Cost Detail and the Itemized Out-of-Pocket Expenses Worksheet with the Pricing and Compensation Proposal as part of Attachment F.

#### I. FIRM’S AFFILIATES.

Provide a complete list of your firm’s affiliates.

#### J. CONTRACTOR’S INTEGRITY PROVISIONS

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

## K. BACKGROUND QUALIFICATIONS QUESTIONNAIRE

The Proposer shall submit a completed Background Qualifications Questionnaire (BQQ). This document and instructions for submitting the completed BQQ to the Authority's Office of Inspector General can be obtained at the Authority's website through the following link:

<http://www.panynj.gov/inspector-general/inspector-general-programs.html>

A BQQ is also to be submitted for any subcontractor, subconsultant or vendor known to the Proposer at the time of Proposal submission.

## L. GENERAL CONFLICT OF INTEREST

If the Proposer or any employee, agent or subconsultant of the Proposer may have, or may give the appearance of a possible conflict of interest, the Proposer shall include in its proposal a statement indicating the nature of the conflict.

In the opinion of the Authority, any Proposer performing construction management, general contracting, design, environmental and/or management services in any capacity for the Authority or stakeholders/owners responsible for Hurricane Sandy Resiliency Projects has a potential conflict of interest. A Proposer who has a business relationship as indicated above, and who believes that it can develop a mitigation plan that would address the conflict of interest shall submit such plan for evaluation to the Authority with its Proposal.

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

- 1) A proposed organizational chart/structure/firewall designed to keep staff and resources separate, as specific by project, and to allow for no overlap between team members and resources, including, but not limited to: equipment, materials, staffing, laydown areas, and office facilities on said projects.
- 2) Specific plan(s) intended to maintain the separation and integrity, as specific by project, of the following to include, but not be limited to: confidential and/or privileged information, documents, plans, drawings, estimates and other financial data.
- 3) Specific plan to maintain proper and independent billing procedure(s) designed to address the avoidance of double and improper billings.
- 4) Specific plan to educate employees, on all levels, of the importance of said mitigation plan to promote the awareness and importance of mitigation and its role in preventing fraud waste, and abuse, and verification of such education/training and individual understanding.
- 5) Specific plan to internally oversee and/or audit the above-listed plans and procedures to ensure compliance.
- 6) Specific contingency plan, notification, and approval process for cases where there is a necessary, reasonable and business related purpose for overlap in and/or sharing of staff members and/or resources.

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

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

The Authority reserves the right to disqualify the 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.

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

#### M. ORGANIZATIONAL CONFLICT OF INTEREST

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

- a. The Consultant will have access to confidential and/or sensitive Authority information in the course of Agreement performance. Additionally, the Consultant may be granted access to proprietary information obtained from other contracted entities during Agreement performance. The Consultant agrees to protect all such information from disclosure even after contract expiration or termination unless so authorized, in writing, by the Authority and to refrain from using such information for any purpose other than that for which it was furnished.
- b. To the extent that the Consultant either (i) uses confidential and/or sensitive Authority information or proprietary information obtained from other Authority contractors to develop any form of document, report, or plan that is determined by the Authority to be the basis, in whole or in part, of any subsequent solicitation issued by the Authority or (ii) develops written specifications that are used in any subsequent solicitation issued by the Authority, the Consultant agrees that it shall not be eligible to compete for such subsequent solicitation(s) as a prime or principal contractor or as part of any teaming arrangement unless the Authority issues, in writing, a specific waiver of this restriction. The duration of any restriction imposed under this subparagraph shall not exceed the length of the initial performance period of any subsequently awarded contract for which the Consultant was ineligible to complete.

2. The Consultant, by submitting its Proposal, agrees to the above stated conditions and terms and further agrees to perform all duties under the Contract and, in doing so, agrees not to enter into contractual agreements with Authority prime contractors and first-tier subcontractors in such a way as to create an organizational conflict of interest.

3. If the Authority determines that the Consultant has violated any term of this clause entitled "Organizational Conflict of Interest," the Authority may take any appropriate action available under the law or regulations to obtain redress including, but not limited to, requiring the Consultant to terminate any affiliation or contractual arrangement with an Authority prime contractor or first-tier subcontractor at no cost to the Authority, determining the Consultant ineligible to compete for or be awarded any subsequent or "follow-on" contracts that may be based upon the Consultant's actions under this Agreement or violations of this numbered clause, or terminating this Agreement, in whole or in part.

#### VI. **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 30 minutes, and include the material contained in your Proposal. The presentation would be followed by an approximately 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 four (4) other senior staff members proposed to work on this project. Notification of presentation scheduling is made by email. Please provide the name and email address of the person who should be contacted for presentation scheduling as well as an alternate in the event that person is unavailable.

#### VII. **ADDITIONAL INFORMATION**

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

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

After a review of all proposals received, the Authority will forward two (2) copies of the Agreement and Attachment A thereto to the selected firm(s) who shall sign and return both copies. The return of one copy executed by the Authority will effectuate the Agreement.

Should you have any questions, please contact Mr. Gustavo Orduz by email at [gorduz@panynj.gov](mailto:gorduz@panynj.gov). **All such correspondence must have your name, title, company, mailing address, telephone number and state "RFP Number 45214" in the subject line.**

The Authority must receive all questions no later than 2:00 P.M., seven (7) calendar days before the RFP due date. No employee of the Authority is authorized to interpret the provisions of this RFP or accompanying documents or give additional information as to their requirements. If interpretation or additional information is required, it will be communicated by written addendum issued by the undersigned, and such writing shall form a part of this RFP, or the accompanying documents, as appropriate. Addenda to the RFP, if any, will be posted at <http://www.panynj.gov/business-opportunities/bid-proposal-advertisements.html?tabnum=6>. You should therefore monitor the advertisement on said website, as appropriate, to ensure you are aware of changes, if any.

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

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

#### **VIII. CITY PAYROLL TAX**

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

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

These taxes, if applicable, are the sole responsibility of the Consultant. Proposers should consult their tax advisors as to the effect, if any, of these taxes. The Port Authority provides this notice for informational purposes only and is not responsible for either the imposition or administration of such taxes. The Port Authority exemption set forth in the Paragraph entitled "Sales Tax Exemption", in Section IX below does not apply to these taxes.

#### **IX. SALES TAX EXEMPTION**

Purchases of services and tangible personal property by the Port Authority are exempt from New York and New Jersey state and local sales and compensating use taxes. (Sales Taxes). Therefore, the Port Authority's purchase of the Consultant's services under this Contract is exempt from Sales Taxes. Accordingly, the Consultant must not include Sales Taxes in the price charged to the Port Authority for the consultant's services under this Contract.

The Authority reserves the right, in its sole and absolute discretion, to reject all Proposals, to undertake discussions and modifications with one or more Consultants, 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,

Joann Spirito  
Manager  
Procurement Department

**ATTACHMENT A**

**SCOPE OF SERVICES**

## ATTACHMENT A

### **PERFORMANCE OF EXPERT PROFESSIONAL RETAIL ARCHITECTURAL SERVICES FOR THE WORLD TRADE CENTER REDEVELOPMENT PROGRAM ON AN AS-NEEDED BASIS DURING 2016-2018**

#### **I. BACKGROUND**

For background with respect to The Port Authority of New York and New Jersey (the “Authority”) see [www.panynj.gov](http://www.panynj.gov). Additionally, the most recent electronic version of the Authority’s Annual Report is available at <http://corpinfo.panynj.gov/pages/annual-reports/>.

The Authority owns the 16-acre World Trade Center (WTC) site and is responsible for the site’s redevelopment.

#### *WTC Redevelopment Plan*

Bounded by Vesey Street, West Street (Route 9A), Church Street and Albany Street in Lower Manhattan, the WTC site is actively being redeveloped in accordance with architect Studio Daniel Libeskind’s Master Plan. The 16-acre site is generally divided by Greenwich Street into two geographic segments, commonly referred to as the “West Bathtub” and “East Bathtub.” The final development plan calls for the construction of five commercial office towers situated around a memorial plaza and sub-grade memorial/ museum. Beyond the commercial and cultural developments, the site offers tenants and visitors a fully integrated, world-class Transportation Hub with public access areas and open space. More specifically, the site will include the following commercial and public uses:

- National September 11 Memorial and Museum (“NS11MM”, or “Memorial”)
- Approximately 9.8 Million SF of office space located in five buildings
- Approximately 530,000 SF Retail Complex
- WTC Transportation Hub (“HUB”)
- Performing Arts Center (“PAC”)
- Public infrastructure programs such as the Central Chiller Plant (“CCP”), the Power Distribution Center (“PDC”) and the Vehicle Security Center (“VSC”)

The redevelopment plan also includes several distinct Site Stakeholders (“Stakeholders”), which have varying levels of asset ownership at the WTC site. Key stakeholders include The Durst Organization, Westfield, Silverstein Properties, as well as the City of New York, the State of New York, and federal entities, all of which maintain active roles in the redevelopment process.

Several initiatives critical to the redevelopment of the WTC site, including continuing Retail development throughout the site and the provision of various site-wide services, involve modifications to or continued development of site structures and assets to accommodate tenant and project needs. Accomplishment of this work requires involvement of design professionals to forward the various design and construction aspects of the affected site assets, including Tower 4 (below and above grade retail and transit lobbies), Tower 3 (below and above grade Retail and transit lobbies), Towers 1 and 2, the WTC Transportation Hub,

and preparation for the development and retail build-out of the PAC (current PATH North Temporary Access) parcel.

The Consultant shall support the Authority in its goal of developing and constructing the WTC site as one of the world's premier mixed-use commercial projects. In fulfilling its roles and responsibilities, the Consultant shall coordinate all its efforts with affected stakeholders, as directed by the Port Authority.

## **II. SCOPE OF WORK**

The services of the Consultant shall generally consist of providing expert professional retail architectural support services as they pertain to redevelopment, design and construction at the World Trade Center.

## **III. DESCRIPTION OF CONSULTANT'S TASKS**

The tasks required hereunder shall be performed concurrently. Tasks to be performed by the Consultant shall include, but not be limited to, the following, as required:

### **TASK A: ON-CALL ARCHITECTURAL SERVICES – RETAIL**

Provide design and advisory support to WTC Redevelopment (WTCR) in reviewing, documenting and coordinating retail studies and impacts of design changes to support the ongoing development activities of the Retail project.

*Task A Scope of Work:* Consultant shall perform on-call architectural design services on an “as-needed” basis related to the WTC Retail development:

- Review any proposed changes to Retail conceptual layouts, as provided, to assess feasibility and provide recommendations for improvement.
- Study and assess material impacts of design changes, Request For Work (RFW) requests and Material Change Order (MCO) relating to Gross Leasable Area (GLA) and ceiling heights, to Retail areas.
- Assist with design coordination of core and shell modifications as they relate to and impact the Retail program.
- Review pertinent construction documents for each of the programs so as to provide the most up to date building floor plans and backgrounds, on an ongoing basis as designs are updated by the various stakeholder design teams.

Deliverables will include, but not be limited to:

- Report on and review of conceptual layouts to assess feasibility, providing sketches and/or alternate schemes and recommendations that represent the best interest of the Retail program.
- Report on impact study findings as related to Retail areas.
- Prepare for and attend meetings with WTCR, WTC-Construction (WTCC) and other design consultants.
- Prepare schematic and design development documents of design changes affecting Retail areas.

Excluded from this scope of work is the full coordination and changes to construction documentation.

## TASK B: CONSTRUCTION ADVISORY AND ADMINISTRATION –RETAIL

Provide real estate development and management services for Retail programs located throughout the overall WTC site, maintaining a consistent and constant interface with WTCC, site contractors, other design professionals, WTC-Operations, WTC-Security and other Stakeholder teams to effect project completion.

*Task B Scope of Work:* Consultant shall provide advice and guidance on Design and Construction issues, providing progress analysis and budget tracking as the Retail project advances:

- Assist in implementing Retail facility design, identifying and resolving design and construction conflicts among stakeholders hosting Retail assets.
- Implement and monitor fit-out work needed to ready Retail spaces for turnover for tenant occupancy.
- Provide regular interface with WTCC regarding construction oversight and advise WTCR on general project status relating to agreements and tenant related work, monitoring on-going needs on a real-time basis and providing recommendations for any areas of conflict or disagreement.
- Manage and report on budgets and costs for WTCR Retail capital project, maintaining uniformly established account tracking and assessing project progression against established budgets; Oversee payment requisitions, invoicing and construction progress monitoring.
- Provide analysis on cost control, allocation and budget estimation with regard to on-going project developments.
- Coordinate design and construction teams to implement changes, tracking associated design and construction costs as needed.
- Provide coordination services to manage site logistics protocols for retail tenant fit-out process.

Deliverables will include, but not be limited to:

- Construction requisition preparation and review, providing periodic updates on project budgets and cost expenditures, maintaining contract cost accounting/ financial management oversight.
- Prepare for and attend meetings as required with Authority staff, consultants and Stakeholders, providing planning advice, recommendations and research documentation.
- Review, negotiate and settle change orders, claims, and cost allocations, based on knowledge of contract documents, shop drawings and on-going construction administration.
- Lead meetings with Westfield, Authority teams, members of Stakeholder design teams for on-going coordination of design and construction activities as they relate to Retail plans and agreements.
- Monitor interface and process for tenants' final connections of systems to the Retail base building systems.
- Provide periodic updates on budgets, cost expenditures and cost spending projections.

- Prepare for and attend meetings with WTCR, WTCC, WTC-Operations, WTC-Security and other Stakeholders in planning for turnover, maintenance, operating and security.
- Provide the Authority with the information and opportunity to immediately address conflicts as they arise.
- Make provisions for a minimum of 1 Full Time Employee, Project Manager level or above, to be dedicated to the project and staffed at 4WTC for daily interaction with WTCR team.

Excluded from this scope of work is the full coordination of, and changes to, construction documentation.

#### TASK C: ARCHITECTURAL GRAPHICS, SIGNAGE AND AMENITIES – SITE-WIDE

Understand the site communication objectives to complete installation of the site-wide wayfinding, site brand logo implementation, design selection of certain operational equipment, and design management of architectural amenities.

*Task C Scope of Work:* Consultant shall interface with Stakeholders, playing a significant role in furthering development, review and implementation of the site-wide design program goals.

- Continue design effort carried out by branding and design consultants to implement the common site-wide brand identity and wayfinding system.
- Support site-wide implementation of operational communication and sponsorship Programs.
- Assist in bridging areas of disagreement, particularly related to design questions regarding Westfield's proposed media walls, brand signage, ATMs, and RMU's/kiosk, stressing adherence to previous agreements, design feedback and commentary.
- Monitor need for temporary wayfinding as construction progresses, organizing design/fabrication and installation as needed.
- Coordinate and implement refurbishment of the site-wide construction fence banners, updating to reflect changes in the Site.

Deliverables will include, but not be limited to:

- Design and administration of site-wide wayfinding fabrication and installation, including document & shop drawing review, and responding to Request For Information (RFIs).
- Design and coordination of temporary signage program for various staged openings and construction fence reconfigurations.
- Design documents and provide fabrication oversight for site-wide architectural amenities.
- Final edits to WTC Graphic Standards Manual and Operational Program Guide.
- Prepare for and attend meetings with WTCR, Authority teams and other Stakeholders.
- Make provisions for a minimum of 1 Full Time Employee, Project Manager level or above, to be dedicated to the project and staffed at 4WTC for daily interaction with WTCR team.

Excluded from this scope of work is the full coordination of, and changes to, construction documentation.

#### TASK D: TOWER 2 DESIGN EVALUATION AND/OR OPEN SPACE DEVELOPMENT

Consultant shall advise on development program requirements with Stakeholders as it relates to work progression on Tower 2 parcel. Direction under this scope is dependent upon development progress of the Tower 2 Office Building.

##### *Task D Scope of Work:*

Sub-Task 1: Evaluate any newly proposed Stakeholder plans for development of Tower 2 (T2) parcel as it relates to changes from the previously approved retail design, analyzing practical considerations of different layout concepts for the Retail portions and understanding the economic and logistic impacts of any design changes.

- Review development documents as presented for T2, as relates to meeting retail program requirements and criteria as established by the Authority.
- Interface with project Stakeholders, attending meetings and coordinate with project consultants.

Deliverables will include, but not be limited to:

- Construction and development Plan Review, providing comments and addressing areas of concern.
- Compose construction budgets and bid analysis review based on cost escalation projections, project valuation and cost impacts of design modifications.
- Provide analysis of construction impact as it relates to retail tenants in the base of T2 and offer mitigation recommendations.
- Prepare for and attend design development and construction planning meetings.

Excluded from this scope of work is the full coordination of, and changes to, construction documentation.

Sub-Task 2: Continue development of Authority plans to construct an open space for public use on roughly 6,900 s.f. of the eastern most portion of the parcel, analyzing and adapting existing construction documents to determine the most expedient and cost effective design and construction solutions.

- Develop final design for an interim use of the eastern portion of the site for a publically accessible open space, to include, as needed, design development documents, construction documents and construction administration;

Deliverables will include, but not be limited to:

- Design alterations to paving, planting, seating and other plaza amenities.
- Rendered support and technical support to assist in the preparation of design materials.
- Prepare for and attend meetings with Authority, design team consultants, and other authorities having jurisdiction, as necessary.
- Coordinate with other involved project consultants for coordination of constructability issues.

- Provide a complete, revised set of Construction Documents for submission to Authority's Quality Assurance Division (QAD).
- Provide Construction Administration services.

Excluded from this scope of work is the full coordination of, and changes to, construction documentation.

**TASK E: EVALUATE MATERIAL CHANGE ORDERS AND STAKEHOLDER REQUESTS FOR DESIGN CHANGES**

Consultant shall provide evaluation and guidance on proposed changes, improvements and amenity installations as put forth by Stakeholders in their development plans, reviewing for feasibility and adherence to established design criteria.

*Task E Scope of Work:* Consultant shall provide architectural design services to support WTCR in evaluating and documenting proposed Stakeholder design enhancements, as well as coordinating retail impact studies, so as to support the ongoing development activities.

- Review Request For Work (RFW) requests submitted by Westfield or other Stakeholders for impact and feasibility.
- Review impacts of noted Material Change Orders (MCO), assessing work-in-place against Retail plans and specs, to allow for quick evaluation of potential project changes and their cost impact.
- Work with Westfield to ensure conformity of tenant designs with site-wide design criteria.
- Evaluate and assist in implementation/coordination of the systems portion of change requests and/or enhancements in relation to how those changes effect operational function of the Retail project.

Deliverables will include, but not be limited to:

- Provide feasibility and ROM reports of Westfield RFW's and MCO's.
- Prepare for and attend meetings with WTCR, Westfield, WTCC and other design consultants.
- Prepare schematic and design development documents of proposed design changes affecting Retail areas, providing recommended solutions.
- Make provisions for a minimum of 1 Full Time Employee, Project Manager level or above, to be dedicated to the project and staffed at 4WTC for daily interaction with WTCR team.

Excluded from this scope of work is the full coordination of, and changes to, construction documentation.

**TASK F: ASSISTANCE IN DOCUMENT PREPARATION FOR PORT AUTHORITY AGREEMENTS – SITEWIDE**

Consultant shall provide technical, advisory and design services to support negotiations and interaction with site stakeholders on program/project management related matters as it pertains to Stakeholder agreements.

*Task F Scope of Work:* Consultant shall provide on-call architectural design and advisory services to support the preparation and ongoing updating of exhibits and/or drawings as may be needed for agreements with site stakeholders.

- Perform architectural design services related to the WTC development programs, such as produce exhibits and drawings for agreement preparation and negotiation purposes.
- Clarify and advise on technical issues related to Stakeholder agreements, supporting negotiations and interaction with site stakeholders on program/ project management related items.
- Provide technical advisory and guidance related to ongoing stakeholder development changes, providing oversight of site wide issues relating to requirements of the Retail Net Lease, Master Development Agreement, Reciprocal Easement Operating Agreement, Amended and Restated Construction Agreement, Westfield Opening Agreement and other documents, including, planning, leasing impacts, project management, and budgeting.
- Verify square foot areas of tenant leasable areas/ back of house areas, measuring gross square feet based on inclusions and exclusions per Port Authority's PILOT agreement with the City of New York.

Deliverables will include, but not be limited to:

- Prepare for and attend meetings with WTCR, WTCC and other project stakeholders.
- Production of drawings, as requested, to support the negotiation process and compilation of versions for use in finalized agreements.
- Produce reports sufficient for submittal to the City of New York as part of PILOT agreement.

Excluded from this scope of work is the full coordination of, and changes to, construction documentation.

#### TASK G: SITE WIDE INTEGRATION

Consultant shall provide architectural and engineering design services related to the Site Wide Integration Leveling and Labeling Program.

*Task G Scope of Work:* Consultant shall provide architectural and engineering design services related to the Site Wide Integration Leveling and Labeling program.

Sub-Task A:

- Generate revised matrices identifying required revisions to leveling protocols across all programs. These matrices will then be issued to the individual program consultants and subcontractors to coordinate all modifications that will be made to construction documents and shop drawings.
- Identify all affected systems by program and level to insure consistency in both the leveling and labeling requirements. To insure accurate information transfer, it is recommended that the Design Team interview each of the individual Program Architects.

- Work with Authority's consultant to modify the existing equipment matrix descriptions and re-naming conventions for inclusion on drawings as per the below grade scope of work.
- Work with Authority's consultant to prepare documents as needed to define areas for the lease of future building tenants within the Client's purview.

Sub-Task B:

- Provide shop drawing review of all previously submitted shop drawings and those yet to be submitted, that address the accepted "Crosswalk" of Leveling and Labeling. This will insure that all room names, door numbers and equipment are named correctly.

Sub-Task C:

- Perform services to represent the Client as its Architect of Record for all of the levels in the 16-acre World Trade Center Site under this Client's purview.

Sub-Task D:

- Revise the Site Wide Graphic Zoning Diagrams for the entire site based upon the client's comments. Geographic Zones have been revised to reflect changing client needs. Provide a series of spreadsheets that indicates the gross area of spaces and which stakeholder it belongs to. This will be submitted as a separate Design Manual.

Excluded from this scope of work is the full coordination of, and changes to, construction documentation.

#### **IV. CONDITIONS AND PRECAUTIONS**

The Consultant shall comply with the following conditions and precautions in the performance of contemplated services hereunder, except as otherwise directed by the Authority.

A. General

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

Throughout the period of work, immediately inform the Authority of findings if any that represent unanticipated conditions that would reduce the intended effectiveness of the assigned task unless a modification to planned work was implemented.

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

B. Work Hours

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

In any case, no work shall be performed at the site on a Port Authority Holiday, unless otherwise directed the by Director.

**END SCOPE OF WORK**

**ATTACHMENT B**

**AGREEMENT ON TERMS OF DISCUSSION**

**ATTACHMENT B**

**AGREEMENT ON TERMS OF DISCUSSION**

The Port Authority’s receipt or discussion of any information (including information contained in any proposal, vendor qualification(s), 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.

Any information (including information contained in any proposal, vendor qualification(s), ideas, models, drawings, or other material communicated or exhibited by us or on our behalf) provided in connection with this procurement is subject to the provisions of the Port Authority Freedom of Information Code and Procedure adopted by the Port Authority’s Board of Commissioners on October 22, 2014, which may be found on the Port Authority website at: <http://www.panynj.gov/corporate-information/pdf/foi-code.pdf>. The foregoing applies to any information, whether or not given at the invitation of the Authority.

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

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

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

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

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

**ATTACHMENT C-1**

**PROPOSER PREREQUISITE A**

**Attachment C-1**

**Proposer Prerequisite A**

- A. The Proposer must demonstrate to the satisfaction of the Port Authority that it has a minimum of 7-10 years of retail architectural services experience, at the time of proposal submission in performing architectural services for projects of comparable size and complexity.

\* Note - Duplicate form as necessary \*

*Reference RFP Section II – Proposer Prerequisites*

**If Proposer is a common law joint venture, specify which entity's experience is being cited below to satisfy Prerequisite A.**

<b>Client Name/ Contracting Entity</b>	
<b>Contract Start Date</b>	
<b>Contract End Date</b>	
<b>Brief description of Scope of work</b>	
<b>Client Contact Name / Title</b>	
<b>Client Contact Email Address</b>	
<b>Client Contact Phone Number</b>	

<b>Client Name/ Contracting Entity</b>	
<b>Contract Start Date</b>	
<b>Contract End Date</b>	
<b>Brief description of Scope of work</b>	
<b>Client Contact Name / Title</b>	
<b>Client Contact Email Address</b>	
<b>Client Contact Phone Number</b>	

<b>Client Name/ Contracting Entity</b>	
<b>Contract Start Date</b>	
<b>Contract End Date</b>	
<b>Brief description of Scope of work</b>	
<b>Client Contact Name / Title</b>	
<b>Client Contact Email Address</b>	
<b>Client Contact Phone Number</b>	

Note – Client Contact must be employee of Company

**ATTACHMENT C-2**

**PROPOSER PREREQUISITE B**

**Attachment C-2**

**Proposer Prerequisite B**

B. The Proposer must demonstrate, to the satisfaction of the Port Authority, that it has satisfactorily completed a minimum of three (3) projects of similar scope. These projects must have given staff experience working with, and applying industry standards and practices.

\* Note - Duplicate form as necessary \*

*Reference RFP Section II – Proposer Prerequisites*  
**If Proposer is a common law joint venture, specify which entity’s experience is being cited below to satisfy Prerequisite B.**

<b>Client Name/ Contracting Entity</b>	
<b>Contract Start Date</b>	
<b>Contract End Date</b>	
<b>Brief description of Scope of work</b>	
<b>Client Contact Name / Title</b>	
<b>Client Contact Email Address</b>	
<b>Client Contact Phone Number</b>	

<b>Client Name/ Contracting Entity</b>	
<b>Contract Start Date</b>	
<b>Contract End Date</b>	
<b>Brief description of Scope of work</b>	
<b>Client Contact Name / Title</b>	
<b>Client Contact Email Address</b>	
<b>Client Contact Phone Number</b>	

<b>Client Name/ Contracting Entity</b>	
<b>Contract Start Date</b>	
<b>Contract End Date</b>	
<b>Brief description of Scope of work</b>	
<b>Client Contact Name / Title</b>	
<b>Client Contact Email Address</b>	
<b>Client Contact Phone Number</b>	

Note – Client Contact must be employee of Company

**ATTACHMENT D**

**MBE / WBE PARTICIPATION PLAN**

**MBE/WBE PARTICIPATION PLAN AND AFFIRMATION STATEMENT** **PA 3760C/ 11-15**

Instructions: Submit one MBE/WBE PARTICIPATION PLAN AND AFFIRMATION STATEMENT form for each MBE/WBE firm used on this Contract. To avoid undue repetition, the following terms, as used in this Agreement, shall be construed as follows: Bidder/Proposer/Respondent - can used interchangeably and mean any Contractor, Consultant, Supplier, or Vendor who submits a response to this solicitation.

**CONTRACT NUMBER AND TITLE:** \_\_\_\_\_

**PROPOSER:**

Name of Firm: \_\_\_\_\_

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

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

**MBE/WBE:**

Name of Firm: \_\_\_\_\_

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

Description of work to be performed by MBE/WBE: \_\_\_\_\_

Calculation (supply only): \_\_\_\_\_

The Proposer is committed to utilizing the above-named MBE/WBE for the work described above. The estimated dollar value of this work is \$ \_\_\_\_\_ or \_\_\_\_\_ % of the total contract amount of \$ \_\_\_\_\_. The anticipated start date is \_\_\_\_\_ and the anticipated completion date is \_\_\_\_\_

**AFFIRMATION of MBE/WBE**

The above-named MBE/WBE affirms that it will perform the portion of the Contract for the estimated dollar value as stated above.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Principal or Officer of MBE/WBE – Print Name and Title

I \_\_\_\_\_ (print name), an officer of \_\_\_\_\_ (company name), certify that I have read the PA 3749 MBE/WBE Participation Plan and Affirmation Statement and the information contained in it is true. I fully understand that any false statement within this submittal may prevent the company and/or the undersigned from being found to be responsible Bidders/Proposers in connection with future agreements. In addition, any false statement within this submittal may subject the company and/or the undersigned to criminal charges in the state and federal courts of New York and New Jersey.

Signature of Proposer \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Please Note: Only 60% of the expenditure to a MBE/WBE material supplier will be counted toward the MBE/WBE goal. Please show calculation above. Example: \$100,000 x 60% = \$60,000 estimated MBE/WBE dollar value of work. Plan cannot be accepted without calculation.

**Officer of Proposer must have ACKNOWLEDGEMENT BY NOTARY PUBLIC completed on the reverse side.**

**ACKNOWLEDGEMENT BY NOTARY PUBLIC**

**PA 3760C**

**MBE/WBE PARTICIPATION PLAN AND AFFIRMATION STATEMENT (reverse)**

ACKNOWLEDGEMENT  
of

STATE OF \_\_\_\_\_)

S.S.:

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, before me personally came and appeared \_\_\_\_\_ to be known, who being by me duly sworn, did depose and say that he/she resides at \_\_\_\_\_, that he/she is the \_\_\_\_\_ of \_\_\_\_\_ company, that the seal affixed to said Certification is such corporate seal, that it was so affixed by order of the directors of said corporation, and that he/she signed his/her name thereto by like order.

(Notary's Seal or Stamp)

\_\_\_\_\_  
Notary Public

My commission expires:

MODIFIED MBE/WBE PARTICIPATION PLAN AND AFFIRMATION STATEMENT PA 3760D / 11-15

Instructions: Submit one Modified MBE/WBE PARTICIPATION PLAN AND AFFIRMATION STATEMENT form for each MBE/WBE firm used on this Contract. To avoid undue repetition, the following terms, as used in this Agreement, shall be construed as follows: Bidder/Proposer/Respondent - can used interchangeably and mean any Contractor, Consultant, Supplier, or Vendor who submits a response to this solicitation.

CONTRACT NUMBER AND TITLE: \_\_\_\_\_

PROPOSER:

Name of Firm: \_\_\_\_\_

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

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

MBE/WBE:

Name of Firm: \_\_\_\_\_

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

Description of work to be performed by MBE/WBE: \_\_\_\_\_

Calculation (supply only): \_\_\_\_\_

Proposer is committed to utilizing the above-named MBE/WBE for the work described above. The estimated dollar value of this work is \$ \_\_\_\_\_

or \_\_\_\_\_

% of the total contract amount of \$ \_\_\_\_\_. The anticipated start date is \_\_\_\_\_ and the anticipated completion date is \_\_\_\_\_

AFFIRMATION of MBE/WBE

The above-named MBE/WBE affirms that it will perform the portion of the Contract for the estimated dollar value as stated above.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Principal or Officer of MBE/WBE - Print Name and Title

If the Proposer does not receive award of the Contract, any and all representations in this MBE/WBE Participation Plan and Affirmation Statement shall be null and void.

I \_\_\_\_\_ (print name), an officer of \_\_\_\_\_ (company name), certify that I have read the PA 3749A MBE/WBE Participation Plan and Affirmation Statement and the information contained in it is true. I fully understand that any false statement within this submittal may prevent the company and/or the undersigned from being found to be responsible Bidders/Proposers in connection with future agreements. In addition, any false statement within this submittal may subject the company and/or the undersigned to criminal charges in the state and federal courts of New York and New Jersey.

Signature of Proposer \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Please Note: Only 60% of the expenditure to a MBE/WBE material supplier will be counted toward the MBE/WBE goal. Please show calculation above. Example: \$100,000 x 60% = \$60,000 estimated MBE/WBE dollar value of work. Plan cannot be accepted without calculation.

Officer of Proposer must have ACKNOWLEDGEMENT BY NOTARY PUBLIC completed on the reverse side.

**ACKNOWLEDGEMENT BY NOTARY PUBLIC**

**PA 3760D**

**MODIFIED MBE/WBE PARTICIPATION PLAN AND AFFIRMATION STATEMENT (reverse)**

ACKNOWLEDGEMENT  
of

STATE OF \_\_\_\_\_)

S.S.:

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, before me personally came and appeared \_\_\_\_\_ to be known, who being by me duly sworn, did depose and say that he/she resides at \_\_\_\_\_, that he/she is the \_\_\_\_\_ of \_\_\_\_\_ company, that the seal affixed to said Certification is such corporate seal, that it was so affixed by order of the directors of said corporation, and that he/she signed his/her name thereto by like order.

(Notary's Seal or Stamp)

\_\_\_\_\_  
Notary Public

My commission expires:

**ATTACHMENT E**

**STAFFING PLAN**



**ATTACHMENT F**

**[PRICING & COMPENSATION PROPOSAL](#)**

**(Please click the above link to download the excel version of the document)**

PROPOSER ENTITY NAME: \_\_\_\_\_

**RFP No. 45214**

**PERFORMANCE OF EXPERT PROFESSIONAL RETAIL ARCHITECTURAL  
SUPPORT SERVICES FOR THE WORLD TRADE CENTER REDEVELOPMENT  
PROGRAM ON "AS-NEEDED" BASIS DURING 2016-2017 (12 months)**

Pricing and Compensation Proposal	Contract Term (12 months)
(1) Consultant's Total Labor Cost (see Agreement, Section 7.A)	
(2) Consultant's Reimbursable Expenses (see Agreement, Section 7.C)	
(3) Subconsultants Total Costs (see Agreement, Section 7.B)	
<b>(4) Total Proposed Pricing &amp; Compensation</b> (Item 1 + Item 2 + Item 3)	

Total Proposal price is to be filled out both words and in figures.

**Total Amount (In words):**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PROPOSER ENTITY NAME: \_\_\_\_\_

**RFP NO. 45214 - PERFORMANCE OF EXPERT PROFESSIONAL RETAIL ARCHITECTURAL SUPPORT SERVICES FOR THE WORLD TRADE CENTER REDEVELOPMENT PROGRAM ON "AS-NEEDED" BASIS DURING 2016-2017 (12 months)**

SUBCONSULTANT: \_\_\_\_\_

Pricing and Compensation Proposal	Contract Term (24 months)
(1) Subconsultant's Total Labor Cost (see Agreement, Section 7.B)	
(2) Subconsultant's Reimbursable Expenses (see Agreement, Section 7.C)	
(3) Subconsultants <b>Total Costs</b> (Item 1 + Item 2)	

SUBCONSULTANT: \_\_\_\_\_

Pricing and Compensation Proposal	Contract Term (24 months)
(1) Subconsultant's Total Labor Cost (see Agreement, Section 7.B)	
(2) Subconsultant's Reimbursable Expenses (see Agreement, Section 7.C)	
(3) Subconsultants <b>Total Costs</b> (Item 1 + Item 2)	

SUBCONSULTANT: \_\_\_\_\_

Pricing and Compensation Proposal	Contract Term (24 months)
(1) Subconsultant's Total Labor Cost (see Agreement, Section 7.B)	\$ -
(2) Subconsultant's Reimbursable Expenses (see Agreement, Section 7.C)	
(3) Subconsultants <b>Total Costs</b> (Item 1 + Item 2)	

SUBCONSULTANT: \_\_\_\_\_

Pricing and Compensation Proposal	Contract Term (24 months)
(1) Subconsultant's Total Labor Cost (see Agreement, Section 7.B)	
(2) Subconsultant's Reimbursable Expenses (see Agreement, Section 7.C)	
(3) Subconsultants <b>Total Costs</b> (Item 1 + Item 2)	

SUBCONSULTANT: \_\_\_\_\_

Pricing and Compensation Proposal	Contract Term (24 months)
(1) Subconsultant's Total Labor Cost (see Agreement, Section 7.B)	
(2) Subconsultant's Reimbursable Expenses (see Agreement, Section 7.C)	
(3) Subconsultants <b>Total Costs</b> (Item 1 + Item 2)	

SUBCONSULTANT: \_\_\_\_\_

Pricing and Compensation Proposal	Contract Term (24 months)
(1) Subconsultant's Total Labor Cost (see Agreement, Section 7.B)	
(2) Subconsultant's Reimbursable Expenses (see Agreement, Section 7.C)	
(3) Subconsultants <b>Total Costs</b> (Item 1 + Item 2)	

**TOTAL FOR ALL SUBCONSULTANTS ABOVE** \_\_\_\_\_

RFP NO. 45214 - PERFORMANCE OF EXPERT PROFESSIONAL RETAIL ARCHITECTURAL SUPPORT SERVICES FOR THE WORLD TRADE CENTER REDEVELOPMENT PROGRAM ON "AS-NEEDED" BASIS DURING 2016-2017 (12 months)

Cost Detail

Task	Staffing/ Individual Discipline	Fully Loaded Hourly Rates	12 Months		Total hours per Task	Total cost per Task
			HOURS	AMOUNT		
Task A - On Call Retail		\$				\$
		\$				\$
		\$				\$
		\$				\$
		\$				\$
		\$				\$
TASK A - TOTAL						\$
Task B - Construction Advisory/Administration		\$				\$
		\$				\$
		\$				\$
		\$				\$
		\$				\$
		\$				\$
TASK B - TOTAL						\$
Task C -Architectural Graphics		\$				\$
		\$				\$
		\$				\$
		\$				\$
		\$				\$
		\$				\$
TASK C - TOTAL						\$
Task D - Evaluate Stakeholder Improvements		\$				\$
		\$				\$
		\$				\$
		\$				\$
		\$				\$
		\$				\$
TASK D - TOTAL						\$
Task E -Document Preparation for Agreements		\$				\$
		\$				\$
		\$				\$
		\$				\$
		\$				\$
		\$				\$
TASK E - TOTAL						\$
Task F -Tower 2 Development		\$				\$
		\$				\$
		\$				\$
		\$				\$
		\$				\$
		\$				\$
TASK F - TOTAL						\$
Task G -Site-Wide Integration		\$				\$
		\$				\$
		\$				\$
		\$				\$
		\$				\$
		\$				\$
TASK G - TOTAL						\$
TOTAL DIRECT LABOR				\$		\$

Reimbursable Expenses	
Year	Amount*
1ST CONTRACT YEAR	
2ND CONTRACT YEAR	
Total ODC's	



**ATTACHMENT G**

**INSURANCE REQUIREMENTS**

**RFP # 45214**  
**REQUEST FOR PROPOSALS FOR EXPERT PROFESSIONAL RETAIL  
ARCHITECTURAL SUPPORT SERVICES FOR THE WORLD TRADE CENTER  
REDEVELOPMENT PROGRAM ON “AS-NEEDED” BASIS DURING 2016-2017**

**ATTACHMENT G**  
**INSURANCE REQUIREMENTS**

**A. Commercial Liability Insurance:**

1) The Consultant, and all of its sub-consultants, shall take out and maintain at his own expense, Commercial General Liability Insurance including but not limited to Premises-Operations, Completed and Ongoing Operations and Independent Contractor coverages in limits of not less than \$10,000,000 combined single limit per occurrence, and in the annual aggregate, for Bodily Injury Liability and Property Damage Liability. If vehicles are to be used to carry out the performance of this contract, then the Consultant shall also take out, maintain and pay the premiums on Automobile Liability Insurance covering all owned, non-owned and hired autos in not less than \$5,000,000 combined single limit per accident for bodily injury and property damage. In addition, the policy (ies) shall include the Port Authority and its related entities, commissioners, directors, officers, partners, employees and agents as additional insureds as per **Schedule 1** below. The policy(ies) and **its certificate must be specifically endorsed to contain a provision that the policy may not be canceled, terminated or modified without thirty (30) days written advance notice to the Additional Insureds.** 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 crossliability language providing severability of interests so that coverage will respond as if separate policies were in force for each insured. In the event the Contractor maintains insurance in greater limits than the stated minimum, the Port Authority of New York and New Jersey, its related entities, commissioners, directors, officers, partners, employees and agents shall be included as additional insured to the full extent of all such insurance. Furthermore, the Contractor’s insurances shall be primary insurance as respects to the below additional insureds, its representatives, officials, and employees. Any insurance or self insurance maintained by the above additional insured (s) shall not contribute to any loss or claim. These insurance requirements shall be in effect for the duration of the contract to include any warrantee/guarantee period.

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

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

- (a) Endorsement to eliminate any exclusions applying to the underground property, explosion and collapse hazards.
- (b) Endorsement to eliminate any exclusions on account of ownership, maintenance, operation, use, loading or unloading of watercraft.
- (c) Coverage for work within 50 feet of railroad

#### **B. Workers' Compensation Insurance:**

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

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

- a) United States Longshoremen's and Harbor Workers' Compensation Act Endorsement.
- b) Coverage B Endorsement - Maritime (Masters or Members of the Crew of Vessels), in limits of not less than \$1,000,000 per occurrence.
- c) Amendments to Coverage B, Federal Employers' Liability Act in limits of not less than \$1,000,000 per occurrence.

#### **C. Professional Liability Insurance:**

1) Not less than \$10,000,000 each occurrence, covering acts, errors, mistakes, and omissions arising out of the work or services performed by Consultant, or any person employed by Consultant. All endorsements and exclusions shall be evidenced on the certificate of insurance. The coverages shall be written on an occurrence form or may be written on a claims made basis with a minimum of a three-year reporting/discovery period.

#### **D. Compliance:**

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

1) Renewal certificates of insurance or policies shall be delivered to the Facility Contractor Administrator, Port Authority at least fifteen (15) days prior to the expiration date of

each expiring policy. The General Manager, Risk Financing must approve the renewal certificate(s) of insurance before work can resume on the facility. If at any time any of the certificates or policies shall become unsatisfactory to the Port Authority, the Contractor shall promptly obtain a new and satisfactory certificate and policy.

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

3) Upon request of the Manager, Risk Financing/Treasury Department, 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, and all its sub-consultants, 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 contract. 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 Contract.

**Certificate Holder:**

**The Port Authority of New York & New Jersey**

**Treasury Department/Risk Financing**

**150 Greenwich Street, 19<sup>th</sup> Floor**

**New York, NY 10007**

**Schedule 1 – Indemnitees and Additional Insureds:**

- a) The Port Authority of New York and New Jersey
- b) WTC Retail LLC
- c) 1 World Trade Center LLC
- d) The Port Authority Trans-Hudson Corporation
- e) STV Construction, Inc.
- f) NYS Department of Transportation
- g) Tishman Construction Corporation
- h) Tishman Realty & Construction Co., Inc.
- i) Tishman Construction Corporation of New York
- j) Silverstein Freedom Tower Development LLC, and its Affiliates
- k) 2 World Trade Center LLC

- l) 3 World Trade Center LLC
- m) 4 World Trade Center LLC
- n) World Trade Center Properties LLC
- o) 1 WTC Holdings LLC
- p) 2 WTC Holdings LLC
- q) 3 WTC Holdings LLC
- r) 4 WTC Holdings LLC
- s) Silverstein Properties, Inc.
- t) Silverstein East WTC Facility Manager LLC
- u) WTC Redevelopment LLC
- v) Silverstein WTC Mgmt. Co. LLC
- w) Silverstein WTC Mgmt. Co. II LLC
- x) Silverstein WTC Properties LLC
- y) Silverstein WTC LLC
- z) Silverstein 2/3/4 WTC Redevelopment LLC
- aa) Spring World Inc.
- bb) Spring WTC Holdings Inc.
- cc) WTC Investors LLC
- dd) Net Lessees' Association of the World Trade Center
- ee) WTC Management and Development LLC
- ff) Silverstein WTC Management and Development LLC
- gg) WTC Investors Management and Development LLC
- hh) Larry A. Silverstein
- ii) World Trade Center Hold Co. Ltd
- jj) 3 WTC Mezz LLC.
- kk) The City of New York
- ll) The Lower Manhattan Development Corporation
- mm) The World Trade Center Memorial Foundation
- nn) Metropolitan Transportation Authority
- oo) New WTC Retail JV LLC
- pp) PA Retail Newco LLC
- qq) New WTC Retail Member LLC
- rr) New WTC Retail Owner LLC

**ATTACHMENT H**

**CONTRACTOR'S QUALITY PROGRAM REQUIREMENTS**

## **CONTRACTOR'S QUALITY PROGRAM REQUIREMENTS**

### **A. General**

The Contractor shall submit a description of its Quality Assurance/Quality Control (QA/QC) Plan addressing the QA/QC organization; how the Plan extends to its subcontractors and others in the supply chain; resources and procedures that the Contractor will use for evaluating construction activities, products and related activities, which shall conform to the Authority's WTC Project Quality Assurance Plan.

### **B. Scope**

This section defines the responsibilities of the Contractor in the management of quality in the construction of the Project to achieve an end product conforming to the level of quality required by the Contract Documents.

### **C. Contractor's Quality Program.**

The Contractor shall establish, implement and maintain an effective Contractor Quality Control Program (CQCP) to manage, control, document and assure that the work complies with the requirements of the Contract Documents. The quality assurance/quality control program shall describe all of the means, methods, plans, procedures, processes and the organization proposed by the Contractor to assure that the level of quality specified in the Contract Documents for all materials, equipment, and workmanship incorporated in the temporary or permanent construction is appropriately satisfied whether constructed, fabricated or manufactured onsite or offsite by the Contractor or his subcontractors, suppliers and vendors, the quality assurance/quality control program shall also address the training and certification of personnel tasked with the implementation and maintenance of the program in the techniques necessary to ensure quality, including but not limited to, testing and inspection.

### **D. Submittal of Quality Program**

- 1.) Within 15 days after the acceptance of the Contractor's Proposal, the Contractor shall furnish for the approval of the Authority (the Manager-WTCC QA), the QA/QC Program. The QA/QC Program shall be signed by a principal of the firm and his designated Quality Control Manager ("QCM"). If the Contractor fails to submit an acceptable QA/QC Program within the prescribed time, the Manager, WTCC Quality Assurance (MWTCCQA) may not allow the work to continue unless an acceptable interim plan which addresses all of the requirements of the QA/QC Program is provided. The interim plan will only be acceptable for 30 days.
- 2.) Failure to comply with either of these submittal requirements within the prescribed times may result in the Authority issuance of an order to the Contractor to stop all work on this Project.

### **E. Changes to The CQP**

The Contractor shall notify the Manager, WTCC QA in writing of any proposed change to the CQP. All

proposed changes are subject to the approval of the Manager, WTCC QA. The Contractor shall review the approved CQP on a quarterly basis for continued adequacy to meet the requirements of the Contract Documents and shall incorporate changes to overcome the deficiencies in the program that affect quality. Use shall be made of feedback data generated by the Contractor, subcontractors, suppliers and the Manager, WTCC QA.

**F. Elements of Contractor's Quality Program**

The CQP shall include the following elements:

ELEMENT	PARAGRAPH SPECIFICATIONS
Management Organization, Staffing and Responsibilities	-G.
Documented Quality Management System	H.
Submittal Management, Document Control and Document Changes	I.
Receiving, Handling, Storage and Control of Materials and Equipment	J.
Subcontractor and Supplier Control -- Purchasing	K.
Inspection and Testing Plan	L.
Control of Construction Processes	M.
Control of Measuring and Testing Equipment	N.
Control of Nonconforming Conditions	O.
Documentation by Quality Records	P.
Contractor Internal Audit	Q.
Training	R.
Statistical Analysis	S.
Design Process Control	T.

**G. Management Organization, Staffing and Responsibilities.**

The CQP shall describe the Contractor's project organization (including major subcontractors and suppliers) and include an organization chart showing names, titles and lines of authority, and the interrelationship of those involved in managing and directing the Project. The qualifications, duties, responsibilities and functions of the Contractor's Quality Team shall be provided.

The Contractor shall be fully responsible for effectively managing all aspects of the CQP and shall present the management strategy for approval at the pre-award qualification hearing, as part of the validation of qualifications for this Project. This strategy shall identify the organization, staffing and responsibilities as

a minimum. The person designated to be responsible for overall Quality Management may be the Project Manager or the Corporate Quality Officer.

Both shall participate in developing the CQP for this project and shall sign it prior to submittal.

Adequate staff and resources shall be provided to perform all quality control activities to assure contract compliance whether the work is performed by the Contractor's own forces or by subcontractors. The personnel comprising this staff shall be fully qualified by experience and technical training to perform their assigned responsibilities. The Engineer may direct the Contractor to provide additional staff and resources to the Project Manager or Corporate Quality Officer if, in the sole opinion of the Engineer, there are significant deficiencies in implementing the CQP requirements.

The size and composition of the Contractor's quality organization may vary the project progresses, however, at all times it must be compatible with the level of effort and capability required by the Contract Documents.

The Project Manager or Corporate Quality Officer shall maintain a legible, hand-written daily diary or activity log indicating all major activities related to the management of quality on this Project that were personally performed by him, and each entry in the diary or log shall be signed and dated by him.

The Project Manager or Corporate Quality Officer shall prepare and submit a 6-week-look-ahead schedule forecasting her/his quality activities associated with the Contract's progression.

The Project Manager or Corporate Quality Officer's office shall be based near the work-site. The Project Manager or Corporate Quality Officer shall report to the work-site on a daily basis.

#### **H. Documented Quality Management System**

The Contractor shall establish and maintain a documented quality management system to ensure project quality objectives are satisfied. The quality management system requirements shall extend to the any suppliers and contractors, as appropriate.

Written procedures and instructions shall be developed for activities affecting quality in design, purchasing, manufacturing and construction, as applicable to the work performed. Procedures and instructions shall also be developed for control of inspection, testing, nondestructive examination, control of nonconformances, corrective action, maintenance of quality records, quality audits and training.

The procedures shall contain a statement of purpose and scope and referenced to Codes, standards or specifications. In developing the procedures, consideration shall be given to identifying and acquiring any inspection equipment, skills or special processes needed to ensure quality performance. Inspection and testing techniques should be kept up-to-date. The procedures and instructions should contain formats for the quality records needed to ensure that the procedures and instructions are followed and documentation requirements are understood.

#### **I. Submittal Management, a Document Control and Document Changes**

The CQP shall provide for establishing and maintaining a submittal management system which schedules, manages and tracks all submittals required by the Contract Documents including those of subcontractors and suppliers. The submittal schedule shall indicate all submittals due far enough in advance of the scheduled dates for installation to allow for the time required for reviews, for securing necessary approvals, for possible revisions and re-submittals and for placing orders and securing

delivery. The submittal schedule shall be updated as required and submitted. Before the planned start of work on a system, a listing of all submittals planned for the system and its subsystems shall be submitted. Submittals for a portion of a system will not be accepted for review until the complete list of submittals for the system has been submitted. The Contractor shall review submittals prepared by its subcontractors and suppliers for compliance with the Contract Documents, before submitting it to the Engineer.

Shop drawings shall be prepared by the Contractor, subcontractors or suppliers and shall be reviewed by the Contractor to verify all materials and field measurements and checked and coordinated to assure that the information contained on the shop drawings, product data and samples conforms with the requirements of the Contract Documents as required. No portion of the work requiring these shop drawings shall be commenced until this review and coordination has been performed by the Contractor. These shop drawings and any other documentation which demonstrates the Contractor's compliance with the Contract Documents shall be kept at the Contractor's office and be available for inspection and audit of the Engineer. Where the Engineer requires certain shop drawings and other documents required by the specifications be made available to him but which do not require his approval they will be listed in the specification and noted that they are for information only.

The CQP shall also provide for establishing and maintaining a document control system for control of project documents and data such as drawings, specifications, calculations, calibration records, inspection procedures, test procedures, test results, special work instructions, operational procedures and QA Program and related procedures. The document control system shall provide assurance that the work is performed to the latest approved drawings and specifications and that these documents are made available at each work location, prior to the start of the work, to all users who require them. Obsolete documents shall be promptly eliminated from each work location. Any superseded documents retained for the record shall be clearly identified as such.

All changes to documents shall be processed in writing and records maintained of changes as they are made. The Project Drawing List shall identify the revision number and the revised date for each drawing that is revised.

#### **J. Receiving, Handling, Storage And Control Of Materials And Equipment**

The CQP shall contain provisions for verification that material and equipment meet specified quality and contractual requirements and that they are properly received and handled to ensure that the quality is not degraded. The Contractor shall establish and maintain documented procedures that ensure that all materials and equipment are positively identifiable and traceable to a specified origin point.

Purchased items entering the construction site/warehouse shall be inspected/tested, including their supporting documentation, for verification that subcontractors and suppliers have met the appropriate quality requirements of the Contract Documents. Purchased items shall bear a suitable control device as evidence of subject inspection/test. An identifier containing the inspection/test date, name of inspector, and inspection/test status (Pass/Fail) shall be attached to each inspected/tested item.

Nonconforming purchased items shall immediately be tagged, removed and segregated to a controlled area.

Certificates of compliance and/or conformance shall be submitted for materials and equipment.

The Contractor shall provide written requirements to assure that the desired quality of an item is not compromised or degraded as a consequence of inappropriate handling, lifting and rigging methods.

The Contractor shall provide written requirements for the cleaning, preservation and storage of materials and equipment. Proper records shall be maintained of all required maintenance activities

during storage.

Purchased material and equipment shall be clearly marked so that it can easily be identified without excessive handling or opening of crates and boxes.

The materials storage area(s) shall be arranged for ease of retrieval and to prevent damage, deterioration or loss. In general, materials received first shall be used first.

Positive material identification (PMT) shall be implemented so that each item has a unique identifier (PMI serial number) to distinguish apparently identical items made in separate fabrication processes and confirm that the material of construction is indeed the grade of material specified. PMI numbers must appear on all inspection and construction records.

#### **K. Subcontractor And Supplier Control. –Purchasing**

The QC program shall assure that items and services are procured from subcontractors and suppliers capable of meeting all requirements of the Contract Documents. The Contractor shall review his agreements with subcontractors and suppliers to insure inclusion of all applicable quality requirements. All subcontractors and suppliers shall comply with the Contractor's Quality Control Program or their own program. If the subcontractors and suppliers elect to submit their own quality control programs, it must be approved as meeting the requirements of this section by the Prime Contractor's Quality Personnel. The Contractor shall review the subcontractor's/suppliers agreements to ensure the inclusion of applicable quality requirements.

Source inspection shall be performed at the subcontractors'/suppliers' plants. Those quality characteristics, which cannot or will not be verified during subsequent processing, shall be subject to source inspection. Source inspection may not be necessary when the quality of the item can be fully and adequately verified by review of inspection and test reports, inspection on receipt or other means.

The Contractor shall perform external audits of his suppliers and subcontractors to assess compliance with the requirements of the approved QA/QC Program and Contract Documents. Factors such as the work schedule, volume, complexity, relative importance, past experience, dollar amount, etc, shall be taken into account for the selection of the suppliers and subcontractors for such audits and determining the scope, frequency and schedule of these audits. The scope frequency and schedule of these audits shall be as approved by the Manager, WTCC QA. The Contractor shall submit an audit schedule to the Manager, WTCC QA within 15 days after award. The Contractor shall make appropriate changes to the audit schedule when warranted due to changed conditions or when directed by the Manager, WTCC QA. The Contractor shall submit the revised schedule to the Manager, WTCC QA within 30 days of the change. The Manager, WTCC QA must be notified in writing 6-weeks days in advance of the date, time and location of each audit. The Manager, WTCC QA may witness any or all such audits. The audit results shall be documented and used to correct deficiencies and prevent their recurrence. Copies of the audits shall be made available to the Manager, WTCC QA, as required.

#### **L. Inspection and Testing Plan**

The Contractor's CQP shall include an inspection and testing plan subject to approval by the Authority to verify that items conform to the requirements of the Contract Documents. The Contractor's plan shall contain a list of tests, which the Contractor is to perform. The list shall give the test name, specification paragraph containing the test requirements and identify if the Contractor, subcontractor or supplier is responsible for each type of test. During the life of the contract, the Contractor shall update the plan to reflect changes in inspection and testing procedures. The Contractor's inspection and testing procedures

shall be approved by the Engineer prior to any such inspection or test and shall include test requirements, acceptance criteria and test conditions. Procedures should, as a minimum:

- 1.) identify the characteristics to be inspected, examined, and tested at each activity point;
- 2.) specify inspection and test procedures and acceptance criteria to be used;
  - a. include inspection checklists;
  - b. identify hold points as described below.

The detailed inspection or test procedures shall, as applicable, include items such as who is responsible for what, how, when, and where for all steps to be performed; what materials, equipment, and documentation are to be used; and how it is controlled. The procedures must be included in the CQP.

The Contractor shall use competent inspection personnel and shall not depend exclusively upon inspections performed by persons performing or directly supervising the work being inspected. Inspection personnel shall not report directly to the immediate foreman or supervisors responsible for constructing or installing the work being inspected. Inspection personnel shall be given the necessary authority and independence to perform their roles effectively.

Personnel performing inspections and tests shall possess a demonstrated competence in the specific area of interest and have an adequate understanding of the requirements. Written guidelines shall be established to assure that suitable education, experience and technical qualifications are maintained for such personnel.

The Contractor shall establish a listing of hold points as part of the inspection and testing plan for the approval of the Authority. Hold points are pre-determined inspection points for work in progress, which may become inaccessible as the work progresses, where the Contractor shall "hold" until the Authority verifies that the inspection and testing has been performed. In-process inspection activities shall be planned and performed to ensure the quality of the finished work. Any non-conforming conditions shall be tagged, documented, physically segregated to prevent inadvertent use and corrected before continuing.

The Contractor shall demonstrate the acceptability of the construction activities with objective evidence through suitable inspections and testing records. Inspection and testing records shall be prepared, reviewed, safely stored and maintained by the Contractor. The Contractor shall distinguish between inspected and uninspected items by using suitable control devices. Inspection and test status identification of structures, systems or components should be maintained and controlled from initial receipt through installation to operation of the constructed work.

#### **M. Control Of Construction Processes**

1.) The Contractor shall assure that the work complies with the Contract Documents. Controls shall be adequate to cover all construction operations, including both onsite and offsite fabrication, shall be integrated with the provisions of the clause entitled "Progress Schedule" and shall provide written records indicating that the results obtained for the various phases described below are documented and maintained. The controls shall include at least three phases of control for all definable features of work as follows:

**PREPARATORY PHASE** -This phase occurs prior to beginning any work on any definable feature of work. A definable feature of work is a task which is separate and distinct from other tasks and has separate control requirements.

It shall include the following:

- a. review of the contract requirements;

- b. check to assure that all materials and/or equipment have been tested, submitted and approved;

2.) A check to assure that provisions have been made to provide required control inspection and testing; examination of the work areas to ascertain that all preliminary work has been completed; a physical examination of materials, equipment and sample work to assure that they conform to approved shop drawings or submitted data and that all materials and/or equipment are on hand.

**INITIAL PHASE** – This phase must be accomplished at the beginning of a definable feature of work and shall include the following:

- a. check of preliminary work (first item inspection) to
  - verify full compliance
  - establish acceptable levels of workmanship
  - resolve all discrepancies

#### **IN-PROCESS PHASE**

- b. Daily check shall be preformed to assure continuing compliances with contract requirements and shall include the following:
  - Control testing until the completion of the particular feature of work;
  - Suitable maintenance of equipment used in construction to ensure continuing process capability.
- c. The Contractor shall ensure that the work is performed in accordance with codes and standards that would apply if the Authority were a private corporation and with specifications and other special contractual requirements using qualified personnel and/or equipment. The procedure shall identify equipment to be used as well as any special requirements to be observed.

#### **N. Control of Measuring And Testing Equipment**

- 1.) The CQP shall describe the methods for ensuring that equipment used for measuring and testing is in calibration or condition to provide accurate test or inspection results. At intervals established to ensure continued validity, measuring devices shall be verified of calibrated against certified standards that are traceable to national standards or naturally occurring physical constants.
- 2.) The Contractor shall use methods to assure proper handling, storage, care and control of measuring and testing equipment in order to maintain the required accuracy of such equipment. Material and testing equipment that are consistently found to be out-of-calibration or have been subjected to possible damage shall be identified as nonconforming and be removed from service, repaired or replaced. The CQP shall also contain a contingency plan in the event inaccurate measurement may have occurred as evidenced by measuring and testing equipment found to be out of calibration at specified interval.
- 3.) The Contractor shall also assure that all measuring and testing equipment selected for measurements, tests, or calibration is of the proper range, type, and is controlled, adjusted, and maintained at specified intervals identified in the CQP or prior to use to assure conformance to the established requirements or predetermined accuracy. The equipment shall have some indication

attesting to the current calibration status and show date (or other basis) on which inspection or recalibration is next required and by whom last calibrated.

- 4.) The Contractor's measuring and testing equipment shall be made available for use by the Authority. The Contractor shall make personnel available for operation of the equipment if requested by the Authority.

#### **O. Preventive Action and Control Of Nonconforming Conditions**

- 1.) The CQP shall contain provisions for implementing preventive and corrective actions and identifying, recording, controlling and correcting nonconforming items, including provisions for the re-inspection and retesting of repaired and reworked items to the original requirements. Any "Use-As-Is" determinations shall require approval by an Engineer who represents the Authority. It is the Contractor's responsibility to promptly identify, tag and segregate items detrimental to quality to prevent inadvertent use.
- 2.) The Contractor shall investigate the cause of the nonconformance and take appropriate corrective actions to prevent recurrence. The identification, determination, justification for planned actions and actions taken shall be documented on a nonconformance report. At a minimum, dispositions for nonconformances shall include 'Rework', 'Repair', 'Use-As-Is', 'Scrap' or 'Reject'. 'Reworked' and 'repaired' items shall be re-inspected using a documented procedure to ensure the item meets requirements. All 'Repair' and 'Use-As-Is' dispositions shall be reviewed and approved by an Engineer representing the Authority prior to any corrective action. Personnel performing evaluations to determine conformance shall have demonstrated competence in the specific area of interest, have an adequate understanding of the requirements and have access to pertinent: background information.
- 3.) A procedure to describe the process for corrective actions to address-issues identified during audits or other activities shall be included in the CQP. The procedure must include the analysis of any process/actions to help identify the cause of the condition, identify the corrective actions needed and specific actions needed to prevent recurrence. Actions to ensure that corrective actions are taken and are effective must also be described.

#### **P. Documentation of Quality Records**

- 1.) The CQP shall contain provisions for identification of types of quality records to be maintained, their retrievability and retention periods and shall include a sample or blank copy of all quality records and checklists to be utilized on this Project. The Contractor shall maintain quality records as evidence that all of its activities and those of its subcontractors and suppliers comply with the requirements of the CQP. Additionally, the Contractor shall maintain records as evidence that:
  - The item meets the requirements of the Contract Documents;
  - Personnel, procedures and equipment for special construction processes are qualified;
  - Selection and surveillance of subcontractors and suppliers are

- performed;
- Corrective action and action taken to prevent recurrence is being taken for nonconforming conditions.

2.) Additional Types of Records to be Maintained:

- a. Contractor Internal and External Audit records which:
  - Provide a schedule of Contractor and subcontractor/supplier audits
  - Document quality programs, plans and procedures audited
  - Identify items and services for which audit was performed
  - Reveal results obtained
  - Demonstrate analyses of audits data for use in corrective action
- b. Inspection and Test records which:
  - Include completed inspection checklists signed by the QCM
  - Include nonconformance reports and logs
  - Identify inspector or data recorder
  - Identify date of inspection or test
  - Reference drawing number and specification reference
  - Define applicable requirements
  - Identify specific inspections or tests performed and results
- c. Daily reports

Under the provisions of the Contract, the Contractor shall prepare reports on a daily basis for the Work Site. This report shall also include a brief description of any inspections of the work performed. If an inspection or test was performed a copy of the inspection or test record must accompany the report. The report with the attachment must be forwarded to the Engineer's office by the end of the next business day. The report must be filed for each site including days in which no work was performed. The report must be signed and dated by the QCM or the Contractor's designated representative.
- d. Inspection and test records shall be maintained for both conforming and nonconforming work. Unless otherwise required by the Authority the Contractor shall retain all quality records for a minimum period of three years after substantial completion and make them available to the Authority upon request.

**Q. Contractor Internal Audit.**

The Contractor shall perform internal audits of his own Quality Management System to assess compliance with the requirements of the approved QC Program and the Contract Documents. The scope of such audits shall be commensurate with factors such as the work schedule, volume, complexity, relative importance of work activities, etc. The audits shall be performed on a quarterly basis and shall begin within 6 months of the acceptance of the Proposal. An audit schedule shall be submitted to the Authority within 45 days after the acceptance of the Proposal. The Contractor shall change the schedule when warranted due to changed conditions or when directed by the Authority. The Contractor shall submit the revised schedule to the Authority's Manager, WTCC QA within 30 days of the change. The Authority's Manager, WTCC QA must be notified in writing 10 days in advance of the date, time and location of each audit. The Authority's Manager, WTCC QA may witness any or all such audits. The audit results shall be documented and used to correct deficiencies and prevent their recurrence.

## **R. Training**

- 1.) The Contractor shall provide all required training. Such training shall occur within 30 days after acceptance of the Proposal.
- 2.) The Contractor shall notify the Authority at least one week in advance of the date, time and location of the above training. The Authority shall have the option of attending the training. Records shall be kept of the above training documenting the date, time, duration, location, attendees, trainer's name and qualifications, and the items discussed. Copies of these records shall be forwarded to the Authority not later than one week after such training occurs.
- 3.) This requirement for training is in addition to other training requirements contained in this Contract.

## **S. Statistical Analysis**

- 1.) The Contractor shall identify, where appropriate, the need for statistical techniques to verify the acceptability of construction process capabilities and work characteristics. These include, but are not limited to: control charts, sampling plans and trend analyses of nonconformances.
- 2.) The Contractor may employ, subject to approval of the Authority, sampling inspection in accordance with applicable nationally recognized standards or other statistically valid plans.

## **T. Design Process Control.**

- 1.) Procedures shall be established, documented, implemented and maintained to control the preparation, review and approval of design work required by this Contract. Design work includes, but is not limited to, the preparation of Shop Drawings, Record Drawings ("As-Built" drawings), working drawings, design details and engineering analyses/calculations as well as software development.
- 2.) Persons performing design work shall be identified, their responsibilities defined, their qualifications stated and a description of the resources assigned for their use shall be given within the procedures.
- 3.) The procedures shall include methods to identify and document input requirements relating to the scope of design work so as to reflect applicable statutory, regulatory and contract requirements as well as industrial codes or Authority standards, if any.
- 4.) The procedures shall state how design work outputs shall be documented, verified against the design input requirements and validated as part of the approval process.
- 5.) The procedures shall contain a formal program of in-process design work review(s) that shall identify: the stages of design at which work review(s) shall occur, the representatives of all concerned functions that shall participate in the review(s) and the documentation of the review(s) results.
- 6.) The procedures shall include methods to identify, document and review any and all changes, revisions or modifications to the original design work prior to re-submittal for approval.

**ATTACHMENT I**

**WTC SITE SECURITY REQUIREMENTS**

**Site Security Requirements**  
**World Trade Center Site**  
**New York City, NY**

**Access to the WTC Site**

All personnel, vehicles, and materials entering the site shall comply with the requirements described herein. The word “vehicle” as used herein shall be construed to include all self-propelled or towable vehicles or equipment whatsoever.

The requirements described herein apply to all contractors, subcontractors, vendors, suppliers and all others performing work or providing services or materials or equipment within the site. All such entities are required to coordinate and cooperate with each other and with the Authority in planning and performing the required activities. The facilities and services provided by the Authority are to be shared in common by all parties requiring access to the site. The direct costs to perform the screening and credentialing described herein shall be reimbursed by the Authority. All other costs, including but not limited to compensation for time spent by the contractors or their employees in performing any of the activities described herein, shall be borne by the contractors.

**A) Personnel Access**

All persons accessing the site shall have been background screened so as to ascertain that they satisfy the requirements set forth in the “WTC ID Process-Disqualifying Crimes” document which is attached hereto as Exhibit A. The Authority will conduct such background screening upon written request of the contractor on behalf of the individual, or an individual himself/herself. The background screening is contingent upon the following:

- Every individual requesting access to the site must agree to have a background screening.
- Every individual shall be required to fill out and sign a background screening application and consent form.
- Individuals must be citizens of the U.S., Lawful Resident Aliens, or otherwise lawfully permitted to work in the U.S.
- Every individual shall be required to complete the Secure Worker Access Consortium Application ([www.secureworker.com](http://www.secureworker.com))

The Authority shall conduct the background screening and shall report its findings in a timely manner. Successful screenings are expected to be completed within 3 business days. Individuals found to have received a “fail” classification due to any reason shall be prohibited from entering the site.

After successful background screening individuals will be required to complete a one-hour training period and to pass a test regarding the WTC Site rules and regulations. Upon successful completion a personal identification card shall be issued by the Authority to the individual. The individual’s access to the site shall be limited to the level deemed appropriate by the Authority.

As part of the individual credentialing and identification process each individual may be required to provide biometric data, which may include finger-printing, hand geometry, and/or iris mapping. Such data shall be developed and recorded by the Authority for its sole use on this particular WTC Project, and shall be invalidated when no longer needed. The individual is prohibited from the site once the data has been invalidated.

Personnel entry to and exit from the site shall be through a number of Personnel Screening Portals provided, installed, maintained, and operated by the Authority. It is expected but not guaranteed that

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there shall be at least two such portals distributed around the perimeter of the site. The Authority shall operate, relocate, and if necessary reconfigure, the portals to accommodate the work to the greatest degree feasible.

Personnel entering the site will be required to present their individual identification cards for entry. The ID cards may contain the personal biometric data that will be used to process individuals thru a turnstile. In all cases packages and tools are subject to inspection at all times. Individuals may be randomly screened.

Personnel who have not been background screened and approved to enter the site as described above, either because the background screening process has not yet been completed or because a permanent ID card is not being sought due to the infrequency of use, may nevertheless be allowed onto the site. For this purpose the Authority will provide, install, maintain, and operate credentialing stations at or near the WTC Site. The Authority will issue a Temporary ID card to the individual upon the following conditions:

- The contractor requests the Temporary ID card on behalf of the individual. This request must be made by a permanently credentialed representative of the contractor who must accompany and vouch for the individual requiring the Temporary ID card.
- The individual presents two (2) forms of personal identification. One (1) such ID must be a government issued Photo ID such as a current driver's license or US Passport.
- The individual must be a citizen of the U.S., a lawful Resident Alien, or otherwise lawfully permitted to work in the U.S.

The Temporary ID cards will allow access to the site for a period not to exceed five (5) business days. Every Temporary ID cardholder's person shall be inspected, together with any packages, tools or equipment he/she intends to bring onto the site.

The contractor shall notify the Authority of personnel terminations or reassignments so that access credentials can be invalidated as soon as no longer needed. The Authority may, at any time for any reason, invalidate credentials allowing individuals access to the site. In all instances, where the Authority issued credentials are no longer valid, the Contractor is responsible for ensuring that they are returned to the Authority in a timely manner.

**B) Vehicle Access**

All vehicles, with their contents, entering the site shall have been screened by the Authority prior to being allowed access to the site. Such screening shall be for the purposes of validating that the vehicle requesting entry is in fact what it is stated to be, and that it contains or includes no item or material considered by the Authority to be, actually or potentially, deleterious to the site. All personnel driving, managing or accompanying the vehicles and their contents, shall be subject to the same conditions described above for all personnel, and shall not be allowed entry to the site except in conformance therewith.

The Authority shall provide, install, maintain, and operate vehicle Screening access points and adjacent off site Vehicle Screening Facilities. These Facilities shall be located at the points of entry to the site best placed" to accommodate the construction. There are expected, but not guaranteed, to be four such

**Site Security Requirements**  
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points at all times. The Authority shall operate, relocate, and reconfigure as required, the access points to the site to accommodate the work to the greatest degree possible.

In order to maintain orderly access to the site and not impact the local streets and or the arterials the contractor, in coordination with the Authority, shall be responsible for scheduling “on time “ deliveries of all vehicles requiring access to the site to include deliveries covered by the “Trusted Vendor” program. Important: “Vehicles are not allowed to utilize the local streets or arterials for lay by or staging purposes” unless approved per NYCDOT permit. The Contractor shall notify the Authority of all deliveries a minimum of 24 hours in advance. Notification for deliveries shall be made by the contractor in writing (e mail is acceptable), in a format to be determined by the Authority. Such request shall include, at a minimum, the following information:

- Vehicle Registration and Insurance information. (Copies to be submitted to the Authority).
- Description of vehicle and manifest of its contents.
- Identity of driver and other accompanying personnel.
- Proposed time for arrival at site.
- Proposed point of entry to site.
- Description and duration of activity while on site.

Requests for screening of oversize loads are subject to the same requirements except that 72 hours notice may be required.

The contractor shall be responsible to ensure that the vehicle to be screened presents itself, together with all required documentation, at the assigned location and time. Failure to do so, and the resulting delays, that may require rescheduling of the appointment for screening, shall be the sole responsibility of the contractor. If a particular vendor, supplier, contractor, or other entity is consistently late or does not supply the required information for scheduled screenings, in the sole opinion of the Authority, the Authority may institute different requirements that it deems necessary to avoid or mitigate future delays.

It is the intent of the Authority in order to reduce on site screening time and provide flexibility in the scheduling of deliveries that the contractor will be allowed to substitute or add a critical delivery under the following conditions:

- The delivery does not conflict with other scheduled deliveries nor is disruptive to on going site activities.
- The vendor/vehicle/driver is in the “Trusted Vendor” program

It is the intent of the Authority to establish a “Trusted Vendor” program. The “Trusted Vendor” program will include the enrollment of vehicles and their drivers in order to expedite their access to the site. These types of vehicles will be primarily company owned vehicles and trucks such as concrete, tanker, haul, heavy construction equipment and other delivery trucks, which frequent the site. These vehicles shall be required as previously outlined to schedule deliveries in advance and if requested, provide sufficient time to allow the Authority adequate time to determine and provide the necessary pre-screening.

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For “Trusted Vendor” screening the vehicle shall present itself at the assigned place within the allotted timeframe. Screening shall include:

- Verification of vehicle and personnel identity and credentials.
- Physical examination of the vehicle including the undercarriage, and its contents, as deemed necessary by the Authority.

Upon successful screening the vehicle will be allowed direct entry to the site.

For vehicle companies wishing to participate in the “Trusted Vendor program” the company will be required to provide the information as previously outlined for the vehicle – identify and have credentialed the driver or group of drivers in accordance with the credentialing requirements, assign a supervisory employee (Trusted Individual) of the firm who will over-see the loading and dispatching of the vehicles and be willing to be subject to a bi-annual audit of their procedures.

**C) Exhibits**

- A. WTC ID Process-Disqualifying Crimes June 2006

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**EXHIBIT A**

**WTC Identification Process - Disqualifying Crimes**

**June 2006**

**Standard Level Access for Unescorted Access to Secure Access Control Areas**

Individual workers must agree to have a background check by filling out and signing a background screening application and consent form.

Identity Validation Check will be completed to determine that the individual is who the individual says he/she is.

Individual must be a United States Citizen, Lawful Resident alien, or otherwise lawfully permitted to work in the United States.

Validate applicant-supplied data to assess truthfulness. Willful falsification or omission disqualifies individual.

Identify criminal, terrorist, or other security-related information.

List of Disqualifying Criminal Offenses for Access to the World Trade Center Site

(a) Permanent disqualifying criminal offenses. An individual will be permanently disqualified from receiving credentials to access the World Trade Center Site if he or she is convicted, or found not guilty by reason of insanity, of any of the following crimes:

1. Violation(s) of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. 1961, et seq., or a State law that is comparable.
2. A crime listed in 18 U.S.C. Chapter 113B-Terrorism, or a State law that is comparable.
3. Espionage
4. Sedition
5. Treason
6. Unlawful, possession, use, sale, distribution, manufacture, purchase, receipt, transfer, shipping, transporting, import, export, storage of, or dealing in an explosive or explosive device, or hazardous materials.
7. Conspiracy or attempt to commit any of the above offenses.

(b) Interim disqualifying criminal offenses. The crimes listed in paragraphs (b)(1) through (b)(3) of this section are disqualifying if either of the following factors is true: the applicant was convicted or found not guilty by reason of insanity of the crime in a civilian or military jurisdiction, within the 10 years preceding the date of application; or the applicant is currently on probation or parole for the crime regardless of the date of conviction.

1. Unlawful sale, distribution, manufacture, import or export of a controlled substance that resulted in the conviction of an A Felony in the New York State Penal Law, or any comparable law in any State, or comparable Federal Law.
2. Theft, dishonesty, fraud, extortion, or misrepresentation.
3. Conspiracy or attempt to commit any of the above crimes listed in (b).

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(c) Interim disqualifying criminal offenses. The crimes listed in paragraphs (c)(1) through (c)(2) of this section are disqualifying if either of the following factors is true: the applicant was convicted or found not guilty by reason of insanity of the crime in a civilian or military jurisdiction, within 5 years preceding the date of application; or the applicant is currently on probation or parole for the crime regardless of date of conviction.

1. Violation of Felony Offenses (as defined in the New York State Penal Law 70.02) or any comparable law in any State.
2. Conspiracy or attempt to commit any of the above crime.

NOTE: An individual will be disqualified from receiving credentials to the WTC site if he or she is wanted or under indictment in any civilian or military jurisdiction for any of the crimes listed above until the want or warrant is released. Additionally, a person will not receive credentials if he or she is on the Terrorist Watch List.

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**EXHIBIT A**  
**WTC Identification Process - Disqualifying Crimes**  
**June 2006**

**Medium Level Access for Unescorted Access to Secure Access Control Areas**

Individual workers must agree to have a background check by filling out and signing a background screening application and consent form.

Identity Validation Check will be completed to determine that the individual is who the individual says he/she is.

Individual must be a United States Citizen, Lawful Resident alien, or otherwise lawfully permitted to work in the United States.

Validate applicant-supplied data to assess truthfulness. Willful falsification or omission disqualifies individual.

Identify criminal, terrorist, or other security-related information.

No convictions against below listed 49CFR 1542.209 (d) within seven (7) years preceding the date of application, except as noted\*

- (13) Murder.
- (14) Assault with intent to murder.
- (15) Espionage.
- (16) Sedition.
- (17) Kidnapping or hostage taking.
- \*(18) Treason.
- (19) Rape or aggravated sexual abuse.
- \*(20) Unlawful possession, use, sale, distribution, or manufacture of an explosive or weapon.
- \*\* (21) Extortion.
- \*\* (22) Armed or felony unarmed robbery.
- (23) Distribution of, or intent to distribute, a controlled substance.
- (24) Felony Arson.
- (25) Felony involving a threat.
- (26) Felony involving-
  - (i) Willful destruction of property;
  - \*\* (ii) Importation or manufacture of a controlled substance;
  - \*\* (iii) Burglary;
  - \*\* (iv) Theft;
  - \*\* (v) Dishonesty, fraud, or misrepresentation;
  - \*\* (vi) Possession or distribution stolen property;
  - (vii) Aggravated assault;
  - \*\* (viii) Bribery; or
  - (ix) Illegal possession of a controlled substance punishable by a maximum term of imprisonment: of more than 1 year; or
- (27) Violence at international airports;
  - (a) Terrorism.

**Site Security Requirements**  
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- \* (b) RICO (Racketeer Influenced and Corrupt Organizations Act).
  - (c) A crime involving a severe transportation security incident.
  - (d) Felony involving-
    - (i) Smuggling;
    - (ii) Immigration violations;
  - (28) Conspiracy or attempt to commit any of the criminal acts listed in this paragraph.
- 

Note \* No convictions in their lifetime since birth

Note \*\* No convictions within the past ten (10) years preceding the date of this application

**Site Security Requirements**  
**World Trade Center Site**  
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**EXHIBIT A**  
**WTC Identification Process - Disqualifying Crimes**  
**June 2006**

**High Level Access for Unescorted Access to Secure Access Control Areas**

Individual workers must agree to have a background check by filling out and signing a background screening application and consent form.

Individual must be a United States Citizen or a Lawful Resident Alien.

Identity Validation Check will be completed to determine that the individual is who the individual says he/she is.

Validate applicant-supplied data to assess truthfulness. Willful falsification or omission disqualifies individual.

Identify criminal, terrorist, or other security-related information.

No convictions against below listed 49CFR 1542.209 (d) within ten (10) years preceding the date of application, except as noted\*

- (1) Forgery of certificates, false marking of aircraft, and other aircraft regulation violation;
- (2) Interference with air navigation;
- (3) Improper transportation of a hazardous material;
- (4) Aircraft piracy;
- (5) Interference with flight crewmembers or flight attendants;
- (6) Commission of certain crimes aboard aircraft in flight;
- (7) Carrying a weapon or explosive aboard aircraft;
- (8) Conveying false information and threats: (e.g., bomb threats, explosives in briefcase, etc. in security areas);
- (9) Aircraft piracy outside the special aircraft jurisdiction of the United States;
- (10) Lighting violations involving transporting controlled substances;
- (11) Unlawful entry into an aircraft or airport area that serves air carriers or foreign air carriers contrary to established security requirements;
- (12) Destruction of any aircraft or aircraft facility;
- (13) Murder.
- (14) Assault with intent to murder.
- \*(15) Espionage.
- \*(16) Sedition.
- (17) Kidnapping or hostage taking.
- \*(18) Treason.
- (19) Rape or aggravated sexual abuse.
- (20) Unlawful possession, use, sale, distribution, or manufacture of an explosive or weapon.
- (21) Extortion.
- (22) Armed or felony unarmed robbery.
- (23) Distribution of, or intent to distribute, a controlled substance.

**Site Security Requirements**  
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- (24) Felony Arson.
- (25) Felony involving a threat.
- (26) Felony involving-
  - (i) Willful destruction of property;
  - (ii) Importation or manufacture of a controlled substance;
  - (iii) Burglary;
  - (iv) Theft;
  - (v) Dishonesty, fraud, or misrepresentation;
  - (vi) Possession or distribution stolen property;
  - (vii) Aggravated assault;
  - (viii) Bribery; or
  - (ix) Illegal possession of a controlled substance punishable by a maximum term of imprisonment: of more than 1 year; or
- (27) Violence at international airports:
  - \*(a) Terrorism.
  - \*(b) RICO (Racketeer Influenced and Corrupt Organizations Act).
  - (c) A crime involving a severe transportation security incident.
  - (d) Felony involving-
    - (i) Smuggling;
    - (ii) Immigration violations;
- (28) Conspiracy or attempt to commit any of the criminal acts listed in this paragraph.

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Note \* No convictions in their lifetime since birth

**PORT AUTHORITY STANDARD AGREEMENT - SAMPLE**

**P.A. Agreement #\*\*\*-15-\*\*\*  
DATE**

**FIRM  
ADDRESS  
CITY, ST ZIP**

**Attention: CONTACT, TITLE**

**SUBJECT: REQUEST FOR PROPOSALS FOR EXPERT PROFESSIONAL RETAIL  
ARCHITECTURAL SUPPORT SERVICES FOR THE WORLD TRADE  
CENTER REDEVELOPMENT PROGRAM ON "AS-NEEDED" BASIS  
DURING 2016-2017**

Dear CONTACT:

1. The Port Authority of New York and New Jersey (the "Authority") hereby offers to retain FIRM ("the Consultant" or "you") to provide expert professional services as more fully set forth in Attachment A, which is attached hereto and made a part hereof, during 2016 through 2017. The Authority reserves the right, at its sole discretion, to extend this Agreement term for one (1) additional six (6) month period. A letter extending the Agreement term shall be sent to the Consultant at least 30 days prior to the end of the term signed by the Director.

For the purpose of administering this Agreement, the Director has designated NAME, TITLE, to act as his/her duly authorized representative. The Project Manager for this project is \*\*\*\*\*, at (\*\*\*) \*\*\*-\*\*\*\*, or e-mail address [\\*\\*\\*\\*@panynj.gov](mailto:****@panynj.gov).

2. This Agreement shall be signed by you, and the Chief Procurement Officer.

As used herein:

“Agreement” shall mean the writings setting forth the Scope of Services, terms and conditions for the procurement of Services, as defined hereunder and shall include, but not be limited to the Request for Proposals (RFP), Clause 37 hereof entitled “List of Attachments” and, if included, any other attachments, endorsements, schedules, exhibits, or drawings, the Authority's acceptance and any written addenda issued over the name of the Authority's Manager, Procurement Department.

“Chief” shall mean the Authority's Acting Chief Operating Officer who operates various facilities of the Port Authority at which the services hereunder are to be performed, for the time being, or his/her successor in duties for the purpose of this Contract, acting personally or through one of his/her authorized representatives for the purpose of this Contract.

“Manager” shall mean the Program Manager, Project Integration or his/her designee or his/her successor in duties for the purpose of this Contract, acting personally or through his/her duly authorized representative for the purpose of this Contract.

3. The term of this Agreement is a one (1) year period commencing on \_\_\_\_\_ (“Effective Date”). The Authority reserves the right to extend this Agreement for one (1) additional six (6) month period (“Option Period”). Compensation for the Option Period shall be agreed upon in accordance with Section 8 – Changes and shall be provided in writing at least thirty (30) days prior to the end of the base term.

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

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 Director personally, in which case the requirements of said notification shall apply.

This Agreement is subject to the insurance requirements set forth in Attachment G, Insurance Requirements.

5. The Consultant shall meet and consult with Authority staff as requested by the Director in connection with the services to be performed herein. All items to be submitted or prepared by the Consultant hereunder shall be subject to the review of the Director. The Director may disapprove, if in his/her sole opinion said items are not in accordance with the requirements of this Agreement or accepted professional standards or are impractical, uneconomical, or unsuited in any way for the purpose for which the contemplated services is intended. If any of the said items or any portion thereof are so disapproved, the Consultant shall forthwith revise them until they meet the approval of the Director, but the Consultant will not be compensated under any provision of this Agreement for performance of such revisions. No approval or disapproval or omission to approve or disapprove, however, shall relieve the Consultant of his responsibility under this Agreement to furnish the requested services in accordance with an agreed upon schedule and in accordance with professional standards.

6. Total compensation for performance of all services as identified in Attachment A shall not exceed the amount of \$\*\*\*\*\*. The Consultant shall not continue to render services under this Agreement after the point at which the total amount to be paid to you hereunder including reimbursable expenses reaches the combined total of each of the approved estimated costs unless you are specifically authorized in writing to so continue by the Director. If no such authorization is issued, this Agreement shall be terminated without further obligation by either of the parties as to services not yet performed, but you shall be compensated as hereinafter provided for services already completed. It is understood, however, that this limitation shall not be construed to entitle you to the above amount as a minimum compensation.

Attached hereto as Attachment F, Pricing and Compensation Proposal, includes a schedule of the all-inclusive (fully loaded) hourly rates payable hereunder that have been approved by the Port Authority.

- a. At a minimum, the Consultant's compensation may be computed by multiplying the applicable fully loaded hourly rate times the number of hours worked by each employee hereunder. The fully loaded (all-inclusive) hourly rates shall be computed as follows:

1. Direct Personnel Costs - Actual hourly rates of Consultant's full time employees ("Personnel") for Services on the Project.
2. Consultant's Profit.
3. Consultant's Overhead Costs, inclusive of indirect cost items.

7. As full compensation for all your services and obligations in connection with this Agreement, the Authority will pay you the total of the amounts computed under subparagraphs A, B, and C below, subject to the limits on compensation and provisions set forth in paragraph 6 above. Subject to the terms and conditions below, travel time is not reimbursable under subparagraphs A and B hereunder.

A. An amount equal to the actual hourly billing rate billed by you to professional and technical personnel times the total number of hours (but not partners or principals) actually spent by them in the performance of services hereunder. No hour of services by an employee shall be compensable hereunder unless the employee is actually paid by you for such services at his usual salary rate. The hourly billing rate for each employee is the amount to be paid to you and is full compensation for all benefits, taxes, etc., paid by you. There shall be no change in the billing rates during the first year of the term of this Agreement and no additional compensation for overtime, weekend, or holiday work or night work or for performing hazardous duty. Attached hereto is a schedule of names, titles and corresponding hourly billing rates. Clearly indicate if any of the employees, proposed by you to perform the requested services, that are former Authority employees. Said schedule shall be the basis for determining compensation, subject to audit and shall be updated by you in writing as required until your services under this Agreement are completed. The Authority reserves the right of approval of all personnel and billing rates for said personnel performing services under this Agreement. For compensation purposes under this Agreement, no said salary or amount shall exceed the salary or amount received by said personnel or rate customarily billed for a partner or principal as of the effective date of this Agreement unless the Director has been notified in advance, in writing, of the increased salary, rate or amount and approves the increase.

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 the Authority access to federal Form I-9 (Employment Eligibility Verification) for each individual hired by the Consultant, performing services hereunder. This includes citizens and noncitizens.

The Authority reserves the right of approval of all personnel, amounts, billing rates and salaries of said personnel performing services under this Agreement. When requesting salary or billing rate adjustments for one or more of its personnel, the Consultant shall submit his/her name, title, current direct hourly rate or billing rate, proposed new direct hourly salary or billing rate, resulting percentage increase, effective date and reason for the requested change, setting forth in detail any increased cost to the Consultant of providing the services under this Agreement which has given rise to the request for increased salary. For adjustments submitted after the effective date of this Agreement, the Authority will grant an increase only if the Consultant demonstrates compliance with all of the following conditions: that increases in salary, or partner's or principal's billing rate or amount, are in a) accordance with the program of periodic merit and cost of living increases normally administered by it, b) are warranted by increased costs of providing services under this Agreement, c) are based upon increases in salaries and billing rates which are generally applicable to all of Consultant's clients and d) are in accordance with the Authority's salary rate increase policy for the current year for Authority employees possessing comparable skills and experience. If, during any calendar year, Authority limits are not available to the Consultant in a timely fashion, increases falling within such limits may be approved retroactively, as appropriate. The amount of increase in salary or billing rate, if any, to be applicable under this Agreement will in all cases be finally determined by the Director or his designee, in his sole and absolute discretion.

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

C. Out-of-pocket expenses, approved in advance by the Director, 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 Director 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 under 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, cameras, recording or measuring

devices, flashlights and other small, portable equipment, safety supplies, phones, telephone calls, electronic messaging including Fax, or expendable office supplies. Unless otherwise indicated, required insurance is not a reimbursable expense.

When the Consultant uses its 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 Director. The cost for all meals and lodging on approved overnight trips is limited to the amounts established by the United States GSA for that locality.

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

You shall obtain the Director'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 shall provide said receipts with the appropriate billing.

D. As used herein:

"Port District" is a geographical area 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, the cities of Newark, Jersey City, Bayonne, Hoboken and Elizabeth in the State of New Jersey and over 200 other municipalities, including all or part of seventeen counties, in the two States.

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

## 8. Changes

The Authority reserves the right to make changes to the Scope of Services, Schedule or Terms of the Agreement. The Consultant shall diligently perform all such work without delay even if the Consultant does not agree with any schedule or cost decision of the Authority related to changed Work. The Consultant must issue any related claim to the Authority within five (5) days of the Authority's request to perform the change. The claim will be considered by the Authority and if accepted, in whole or part, the Authority will issue a Change Order. The provisions of the Contract relating to the Work and its performance shall apply without exception to any changed

or additional Work required and to the performance thereof, except as may be otherwise provided by written agreement between the Authority and the Consultant. The Director or his/her authorized representative must authorize in writing the changed or additional Work and/or any change to the Amount Obligated under the Contract before it is performed and before the Consultant can be reimbursed for such Work.

The Consultant shall immediately notify the Authority, in writing, of any change in the scope of work either requested by Authority or desired by the Consultant. Such notice shall be in the form of a Change Request and shall include the estimated hours by element of work and the applicable hourly rates, overhead, other direct charges, subconsultant charges in the same detail as cost elements for the Consultant in accordance with Section 7 – Compensation, as well as any proposed schedule adjustments arising from the proposed change to the Scope of Services, if any. The parties shall negotiate in good faith the proposed changes to the Scope of Services identified in the Consultant's Change Request. The amounts that the parties agree upon shall be incorporated into the Contract by issuance of a Change Order.

The Authority reserves the right to delete any item of the Work in whole or in part. Any deletion of Work must be authorized in writing by the Director or his/her authorized representative. Consultant will not be paid for Work that is deleted or otherwise not performed.

#### 9. Dispute Resolution.

- A. To resolve all disputes and to prevent litigation, the parties to this Agreement authorize the Director to decide all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to, or on account of, this Agreement (including claims in the nature of breach of contract or fraud or misrepresentation before or subsequent to acceptance of Consultant's proposal and claims of a type that are barred by the provisions of this Agreement). Director's decision with respect to any question or dispute under this Paragraph shall be conclusive, final, and binding on the parties. The decision may be based on such assistance as Director may find desirable. The effect of the Director's decision with respect to any question or dispute under this Paragraph shall not be impaired or waived by any negotiations or settlement offers in connection with the question or dispute decided, whether or not Director participated therein, or by any prior decision of the Port Authority or others, which prior decisions shall be deemed subject to review, or by any termination or cancellation of this Agreement.
- B. The effect of Director's decision with respect to any question or dispute under this Paragraph shall not be impaired or waived by any negotiations or settlement offers in connection with the question or dispute decided, whether or not Director participated therein, or by any prior decision of the Port Authority or others, which prior decisions shall be deemed subject to review, or by any termination or cancellation of this Agreement.
- C. All such questions or disputes under this Paragraph shall be submitted in writing by Consultant or the Port Authority to Director for decision, together with all evidence and other pertinent information in regard to such question or dispute, in order that a fair and impartial decision may be made. The other party shall have a reasonable time to respond. The Port Authority may join any other entity to the dispute that has a valid

dispute resolution agreement with the Port Authority. In any action against the Port Authority relating to any such question or dispute, Consultant must allege in its complaint and prove such submission, which shall be a condition precedent to any such action. No evidence or information shall be introduced or relied upon in such an action that has not been so presented to Director.

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

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

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

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

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

14. Under no circumstances shall you or your subconsultants communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the services to be performed hereunder except upon prior written approval and instructions of Director, 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 Director.

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

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

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

18. If research or development is furnished in connection with the performance of this Agreement and if in the course of such research or development patentable subject matter is produced by the Consultant, his officers, agents, employees, or subconsultants, the Authority

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

19. You shall promptly and fully inform the Director 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.

20. This Agreement is based upon your special qualifications for the services herein contemplated, and 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 Director. 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.

For each proposed subcontractor, the Contractor shall ensure that the Background Qualification Questionnaire Package ("BQQP"), available at:

<http://www.panynj.gov/inspector-general/inspector-general-programs.html>

21. 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 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 Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race;
- C. Asian and Pacific Islander persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands;
- D. Native American or Alaskan Native persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

The Authority has set a goal of twelve percent (12%) participation by qualified and Port Authority 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 (OBDCR).

In order to facilitate the meeting of this goal, the Consultant shall use every good-faith effort to utilize subconsultants who are Port Authority 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>.

Proposers are directed to use form PA3760C as the recording mechanism for the MBE/WBE participation plan, annexed hereto as Attachment D or may be downloaded at <http://www.panynj.gov/business-opportunities/become-vendor.html>.

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

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

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

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

Subsequent to Agreement award, all changes to the MBE/WBE Participation Plan must be submitted via a modified MBE/WBE Participation Plan to the Manager for review and approval by the Authority's Office of Business Diversity and Civil Rights. For submittal of modifications to the MBE/WBE Plan, Consultants are directed to use form PA3760D, which may be downloaded at <http://www.panynj.gov/business-opportunities/become-vendor.html>. The Consultant shall not make changes to its approved MBE/WBE Participation Plan or substitute MBE/WBE subcontractors or suppliers for those named in their approved plan without the Manager's prior written approval. Unauthorized changes or substitutions, including performing the work designated for a subconsultant with the Consultant's own forces, shall be a violation of this section. Progress toward attainment of MBE/WBE participation goals set forth herein will be monitored throughout the duration of the Agreement.

The Consultant shall also submit to the Manager, along with invoices, the Statement of Subcontractor Payments in the form of the MBE/WBE Participation Report, which may be downloaded at <http://www.panynj.gov/business-opportunities/become-vendor.html>. The Statement must include the name and business address of each MBE/WBE subconsultant and supplier actually involved in the Agreement, a description of the work performed and/or product or service supplied by each such subcontractor or supplier, the date and amount of each expenditure, and such other information that may assist the Manager in determining the Consultant's compliance with the foregoing provisions.

#### **MBE/WBE Conditions of Participation**

MBE/WBE participation will be counted toward meeting the MBE/WBE contract goal, subject to all of the following conditions:

A. Commercially Useful Function. An MBE/WBE is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of work on a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved in accordance with normal industry practice. Regardless of whether an arrangement between the Contractor and the MBE/WBE represent standard industry practice, if the arrangement erodes the ownership, control or independence of the MBE/WBE or in any other way does not meet the commercially useful function requirement, that firm shall not be included in determining whether the MBE/WBE goal is met and shall not be included in MBE/WBE reports. If this occurs with respect to a firm identified as a MBE/WBE, the Contractor shall receive no credit toward the MBE/WBE goal and may be required to backfill the participation. An MBE/WBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed in order to obtain the appearance of MBE/WBE participation. An MBE/WBE may rebut a determination by the Authority that the MBE/WBE is not performing a commercially useful function to the Authority.

B. Work Force. The MBE/WBE must employ a work force (including administrative and clerical staff) separate and apart from that employed by the Contractor, other Subcontractors on the contract, or their Affiliates. This does not preclude the employment by the MBE/WBE of an individual that has been previously employed by another firm involved in the Contract, provided that the individual was independently recruited by the MBE/WBE in accordance with customary industry practice. The routine transfer of work crews from another employer to the MBE/WBE shall not be allowed.

C. Supervision. All Work performed by the MBE/WBE must be controlled and supervised by the MBE/WBE without duplication of supervisory personnel from the Contractor, other Subcontractors on the contract, or their Affiliates. This does not preclude routine communication between the supervisory personnel of the MBE/WBE and other supervisors necessary to coordinate the Work.

### **Counting MBE/WBE Participation**

The value of the Work performed by an MBE/WBE, with its own equipment, with its own forces, and under its own supervision will be counted toward the goal, provided the utilization is a commercially useful function. An MBE/WBE prime contractor shall still provide opportunities for participation by other MBE/WBEs. Work performed by MBE/WBEs will be counted as set forth below. If the Authority determines that some or all of the MBE/WBEs work does not constitute a commercially useful function, only the portion of the work considered to be a commercially useful function will be credited toward the goal.

A. Subcontractors. One hundred percent (100%) of the value of the Work to be performed by an MBE/WBE subcontractor will be counted toward the MBE/WBE goal. The value of such Work includes the cost of materials and supplies purchased by the MBE/WBE, except the cost of supplies or equipment leased from the Contractor, other Subcontractors or their affiliates will not be counted. When a MBE/WBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward MBE/WBE goals only if the MBE/WBE subcontractor is itself a MBE/WBE. Work that a MBE/WBE subcontracts to a non-MBE/WBE firm does not count toward MBE/WBE goals.

B. Material Suppliers. Sixty percent (60%) of the expenditure to a MBE/WBE material supplier will be counted toward the MBE/WBE goal. Packagers, brokers, manufacturer's representatives, or other persons who arrange or expedite transactions are not material suppliers within the meaning of this paragraph.

C. Broker's/Manufacturer's Representatives. One hundred percent (100%) of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees for transportation charges for the delivery of materials or supplies provided by an MBE/WBE broker/manufacturer's representative will be counted toward the MBE/WBE goal, provided they are determined by the Authority to be reasonable and not excessive as compared with fees customarily allowed for similar services. The cost of the materials and supplies themselves will not be counted.

D. Services. One hundred percent (100%) of fees or commissions charged by an MBE/WBE for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of the Work will be counted toward the MBE/WBE goal, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.

E. Joint Venture. Joint ventures between MBE/WBEs and non-MBE/WBEs may be counted toward the MBE/WBE goal in proportion to the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE/WBE performs with its own forces. Please contact the Office of Business Diversity and Civil Rights at (201) 395-3958 for more information about requirements for such joint ventures.

## 22. NON-DISCRIMINATION REQUIREMENTS

The Consultant shall take all necessary and reasonable steps to ensure non-discrimination in the performance and administration of all aspects of this Contract.

- A. Consultant hereby agrees that no person on the ground of race, color, national origin, creed/religion, sex, age or handicap/disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the furnishing of goods or services or in the selection and retention of subconsultants and/or vendors under this Contract. Consultant shall also ascertain and comply with all applicable federal, state and local laws, ordinances, rules, regulations, and orders that pertain to equal employment opportunity, affirmative action, and non-discrimination in employment.
- B. Consultant agrees that these “Non-Discrimination Requirements” are a binding part of this Contract. Without limiting the generality of any other term or provision of this Contract, in the event the Authority, or a state or federal agency finds that the Consultant or any of its subconsultants or vendors has not complied with these “Non-Discrimination Requirements”, the Authority may cancel, terminate or suspend this Contract in accordance with Section 12 of this Standard Agreement.
- C. Consultant agrees to cooperate fully with the Authority’s investigation of allegations of discrimination. Cooperation includes, but is not limited to, allowing the Authority to question employees during the investigation of allegations of discrimination, and complying with directives that the Authority or the State or Federal government deem essential to ensure compliance with these “Non-Discrimination Requirements.”

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

- Designated Secure Areas

Services under the Agreement may be required in designated secure areas, as the same may be designated by the Authority ("Secure Areas"). The Authority 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 subconsultants 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 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 Authority or when released by the Authority to outside entities. The Handbook can be obtained upon request or at: <http://www.panynj.gov/business-opportunities/pdf/Corporate-Information-Security-Handbook.pdf>.

- Audits for Compliance with Security Requirements

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

24. 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 he shall not without obtaining express advance permission from the General Counsel of the Authority raise any defense involving in any way jurisdiction of the tribunal, immunity of the Authority, governmental nature of the Authority or the provisions of any statues 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 its 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 it 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 it 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 it would assume or the claims for which it 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.

**25. 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, including an inspector general of a governmental agency or public authority.

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

By submitting a Proposal 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 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 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 "26G.", 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 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.

#### 27. 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.

#### 28. CONSULTANT RESPONSIBILITY, SUSPENSION OF WORK AND TERMINATION

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

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

the Authority issues a written notice authorizing a resumption of performance under the Agreement.

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

#### 29. NO GIFTS, GRATUITIES, OFFERS OF EMPLOYMENT, ETC.

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

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

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

In 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 Director, 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.

### 30. 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 questions of conflict of interest shall be final.

31. As required, the Authority reserves the right to have specific Subconsultant(s) added to, or removed from this Contract.

### 32. DEFINITIONS

As used in sections 25 to 30 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.

33. 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.

34. 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.

35. 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.

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

37. List of Attachments:

The following list of attachments are annexed hereto and incorporated herein:

Attachment A: Scope of Services

Attachment B: Agreement on Terms of Discussion

Attachment D: Contractor's MBE/WBE Participation Plan

Attachment E: Contractor's Staffing Plan

Attachment F: Contractor's Pricing and Compensation

Attachment G: Insurance Requirements

38. Notices. All notices, approvals and consents required or desired to be given under this Agreement shall be in writing, and shall be (i) personally delivered, (ii) transmitted by certified mail, postage prepaid, return receipt requested, or (iii) transmitted by telecopier or facsimile (as elected by the party giving such notice). Notices shall be addressed and delivered as follows:

To Owner: The Port Authority of New York and New Jersey  
Attention: Hugh McCann  
Director World Trade Center Operations  
World Trade Center Redevelopment  
4 World Trade Center (4WTC)  
150 Greenwich Street, 17<sup>th</sup> Floor  
New York, New York 10007

With a copy to: The Port Authority of New York and New Jersey  
Attention: General Counsel  
4 World Trade Center (4WTC)  
150 Greenwich Street, 25<sup>th</sup> Floor  
New York, New York 10007

To Consultant:

Sincerely,

FIRM NAME

- PAGE 25 -

DATE

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

Lillian D. Valenti  
Chief Procurement Officer  
Procurement Department

Date \_\_\_\_\_

ACCEPTED:  
FIRM NAME

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

SAMPLE