

April 11, 2016

**SUBJECT: REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT PROFESSIONAL COMMUNITY ASSISTANCE PROGRAM MANAGEMENT AND RELATED SUPPORT SERVICES FOR THE BAYONNE BRIDGE NAVIGATIONAL CLEARANCE PROGRAM ON AN “AS-NEEDED” BASIS DURING 2016 - 2019**

Dear Sir or Madam:

The Port Authority of New York and New Jersey (the “Authority”) is seeking Proposals in response to this Request for Proposals (“RFP”) for a consultant to perform expert professional management and related support services for the Bayonne Bridge Navigational Clearance Program’s community assistance and construction impact mitigation services.

The general scope of work to be performed under this Agreement as set forth in Attachment A to the Authority’s standard agreement (the “Agreement”), is included herewith. You should carefully review this Agreement as it is the form of agreement that the Authority intends that you sign in the event of acceptance of your Proposal and forms the basis for the submission of Proposals.

**I. PROPOSER REQUIREMENTS**

The Authority will consider only those firms who are able to demonstrate that they meet the following qualification requirement(s):

- A minimum of five (5) years experience at the time of proposal submission, in managing and facilitating public/customer-facing communications and programs.

If submitting as a common law joint venture, at least one (1) member of the team must meet the requirements above.

A determination that a Proposer meets the forgoing requirement(s) is no assurance that the Proposer will be selected for performance of the subject services. Firms that do not meet this requirement shall not be considered.

**II. PROPOSAL FORMAT REQUIREMENTS**

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

- A. To be acceptable, the Proposal shall be no more than thirty (30) pages single-sided or fifteen (15) pages double-sided, using 12 point or greater font size. The page limit pertains only to Letters E, F, and G in Section III below. Each resume shall be two-pages 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 45479** clearly indicated on the cover.
- B. Separate each section of the Proposal with a tab divider that is labeled in accordance with the letter of the requirements specified below in Section III.
- C. **All proposals must be delivered in sealed envelopes and/or packages. Address the Proposal to: The Port Authority of New York and New Jersey, 4 World Trade**

**Center, 150 Greenwich Street, 21<sup>st</sup> Floor, New York, NY 10007, Attention: RFP Custodian, Procurement Department.** Do not address your Proposal to any other name. Clearly mark the solicitation number on the outermost package. You are requested to submit one (1) reproducible original and four (4) copies, along with five (5) compact disc or USB flash drive, of your Proposal for review. In case of conflict, the reproducible original of the Proposal shall take precedence over material on the compact disc or USB flash drive.

If your proposal is to be hand-delivered, 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). Please note that use of the U.S. Mail does not guarantee delivery to Authority offices by the above listed due date for submittals. Proposers using the U.S. Mail are advised to allow sufficient delivery time to ensure timely receipt of their proposals. 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.

- D. In each submission to the Authority, including any return address label, information on the electronic copies and information on the reproducible original and copies of the Proposal, the Proposer shall use its **FULL LEGAL NAME WITHOUT ABBREVIATIONS**. Failure to comply with this requirement may lead to delays in contract award and contract payments, which shall be the responsibility of the Proposer.
- E. Your Proposal should be forwarded in sufficient time so that the Authority receives it **no later than 2:00 p.m. on April 29, 2016**. The outermost cover of your submittal must be labeled, including the RFP Number and the title as indicated in the "Subject" above. The Authority assumes no responsibility for delays caused by any delivery services.

### **III. SUBMISSION REQUIREMENTS:**

To respond to this RFP, provide the following information:

- A. In the front of your Proposal, a copy of Attachment B (Agreement on Terms of Discussion) signed by an officer of your company. If proposing as a joint venture, each firm in the joint venture must sign a copy of Attachment B.

## B. Transmittal Letter

Submit the 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 the following:

- 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 proposing as a common law joint venture, 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 advance express prior written permission of the Authority.

- 2) 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 coverages.

## C. Complete a copy of Attachment C (Company Profile).

## D. Qualifications and Experience of Staff

1. Provide a detailed resume for each individual proposed that includes educational background, chronological history of employment and any relevant licenses and/or certifications. The resumes should clearly identify the years of experience in the field related to the tasks for which the individual will be responsible. Identify subcontractor, if any, and indicate their experience and qualifications.
2. Identify the role(s) and responsibilities of each individual proposed as they relate to the performance of projects included in Paragraph E (Firm Qualifications and Experience).

## E. Firm Qualifications and Experience

Provide your firm's qualifications and experience in performance of the services similar to those contemplated herein. Identify comparable services your firm has performed during the last five (5) years, owners, contact information (for verification purposes), and indicate whether said projects were completed on schedule and within budget. For each project identified, indicate:

1. Description of services;
2. Start and end dates of services performed;
3. Contract value (total value of services performed by you);
4. Hiring entity;

5. Hiring entity contact person (name, title, phone number, email address).

F. Technical Approach

A detailed description of the proposed technical approach to be taken for the performance of the required services for each task in Attachment A, and a schedule for completion of said tasks. Factors addressed in your technical approach shall include, but are not limited to, your proposed methodology and strategy for performing the services in Attachment A as well as any specific software or other technology you may employ in the performance of these services.

As part of your technical approach, provide a staffing analysis for performance each task to be performed as identified Attachment A, using the Excel spreadsheet available at the following link: Attachment D (Staffing Analysis Sheet). Include names and titles of the individuals proposed to perform each of the tasks identified as well as the number of hours required to complete each task.

If proposing the use of subconsultant(s), provide the terms and conditions for their compensation (including their multiplier, and/or billing rates as appropriate) and their Minority/Women-owned Business Enterprise (M/WBE) status.

G. Management Approach

A detailed description of the proposed management approach to be taken for the administration of the performance of the required services, listed in Attachment A, entitled "Scope of Services". In support, the Proposer shall also provide:

1. A detailed Organization Chart;
2. A tracking system for deliverables, controlling costs, and meeting management (organizing meetings, determining agendas, writing and distributing meeting minutes, and monitoring the progress of action items agreed upon in meetings, etc.);
3. Procedures for keeping the Authority informed of issues and progress during performance of the project;
4. Approach to Quality Control/Quality Assurance.

H. A complete list of your firm's affiliates, if any.

I. 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. 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.

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

scope of the tasks to be performed by you are set forth in Attachment A to the Authority's standard agreement.

#### **IV. SELECTION PROCESS:**

The qualifications-based selection shall take into consideration the following technical criteria listed in order of importance, and subsequently cost, as appropriate. After consideration of these factors, the Authority may enter into negotiations with the firm(s) deemed best qualified, in terms of the forgoing technical criteria, to perform the required services.

- A. Qualifications and experience of the proposed staff.
- B. Qualifications and experience of the firm, including the quality of similar services provided to others, and the demonstrated ability to complete the services in accordance with the project schedule.
- C. Technical approach to performance of the contemplated services.
- D. Management approach for the performance of the contemplated services.

#### **V. ORAL PRESENTATIONS:**

After review of all Proposal submissions, an oral presentation to the Selection Committee and others, as appropriate, may be requested by the Authority. It should be noted that Proposers selected to make presentations may be given only short advance notice. Presentations will be limited to thirty (30) minutes and should include the material contained in their Proposal. The presentation will be followed by an approximately thirty (30) minute long question and answer session. It will be at the Proposer's discretion as to who leads the oral presentation; however, the lead presenter shall be supported by no more than two (2) staff members who are proposed to work on this project. Notification of presentation scheduling will be 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 contact person in the event that the primary person is unavailable.

#### **VI. ADDITIONAL INFORMATION:**

Proposers are advised that additional vendor information, including, but not limited to forms, documents and other related information, may be found on the Authority website at [www.panynj.gov](http://www.panynj.gov). Proposers are responsible for periodically checking the Authority website at <http://www.panynj.gov/business-opportunities/bid-proposal-advertisements.html> for RFP updates and addenda.

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

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

Your attention is directed to Paragraph 22 of the Authority's Standard Agreement in which the Authority has stated the goals for Minority Business Enterprise participation. A listing of certified MBE/WBE firms is available at <http://www.panynj.gov/business-opportunities/sd-mini-profile.html>.

Your attention is also directed to the Section 24 of the Authority's Standard Agreement regarding non-disclosure/confidentiality agreements.

Following selection of a Consultant, the Authority will forward two copies of the Agreement to the selected firm, which must 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 Gustavo Orduz, Solicitation Manager, 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 45479** in the subject line. The authority must receive all questions no later than 4:00 P.M., seven (7) calendar days before the RFP due date. Neither Mr. Orduz nor any other employee of the Authority is authorized to interpret the provisions of this RFP or accompanying documents or to give additional information as to their requirements. If interpretation or additional information is required, it will be communicated by written addendum issued by the undersigned, and such writing shall form a part of this RFP, or the accompanying documents, as appropriate.

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

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

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

Sincerely,

David Gutiérrez, CPPO  
Assistant Director  
Procurement Department

Attachments

## ATTACHMENT A

### PERFORMANCE OF EXPERT PROFESSIONAL COMMUNITY ASSISTANCE PROGRAM MANAGEMENT AND RELATED SUPPORT SERVICES FOR THE BAYONNE BRIDGE NAVIGATIONAL CLEARANCE PROGRAM ON AN “AS-NEEDED” BASIS DURING 2016 – 2019

#### 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 Arthur Kill Bayonne Bridge, also known as the Bayonne Bridge (“BB”), opened in 1931, and is a four-lane bridge, carrying Route 440 across the Kill Van Kull, a body of water joining Newark Bay and Upper New York Bay, between Bayonne, NJ and Port Richmond, Staten Island, NY. The BB is eligible for listing on the National Register of Historic Places.

In 2009, the United States Army Corps of Engineers completed an analysis of the BB air draft at the request of the Authority. The report concluded that “at its current height, the BB is an obstruction to large container vessels that might otherwise call the Port of NY and NJ within the 50-year planning horizon.” In 2009 and 2010, the Authority undertook a screening analysis of alternatives to eliminating the BB obstruction to large container vessels. In December 2010, the Authority announced its intention to alleviate the existing navigational clearance limitation by raising the roadway. The planning and permitting process for the Bayonne Bridge Navigational Clearance Program (BBNCP) was completed in early 2013 and construction on the program was initiated in May of 2013.

The construction of the BBNCP is being performed in various stages. In the first stage, the traffic was reduced to one lane in each direction and shifted to the west side of the bridge in the approximate location of the original southbound lanes. This activity was completed late in 2013 and construction is currently underway on the new northbound lanes located on the east side of the bridge at the higher elevation. Once completed, traffic will be maintained on the new higher lanes and the portion of the structure restricting the navigational clearance will be eliminated. The remainder of the new structure that will carry the new southbound lanes will then be constructed. This stage will also include the demolition of the portions of the existing bridge that are not being utilized in the new configuration. The work of the entire project is scheduled to be completed in 2019.

The location of numerous residential and commercial properties adjacent to the approaches of the structure in Staten Island and Bayonne necessitate the development and implementation of a comprehensive community assistance program. Some of the activities that have been performed to date include:

- Public Information Meetings
- Preparation of Public Information Materials
- Community Mitigation Service Programs for Replacement Windows, Temporary Hotel Stays and other Ancillary Voucher Programs

These programs have been implemented to-date with Authority and Consultant staff.

The Authority is seeking support for the continued development and implementation of the community assistance program.

## **II. SCOPE OF WORK**

The services of the Consultant shall generally consist of developing a comprehensive community assistance program, implementing it throughout the duration of the construction stage, and providing program management services on a number of programs that provide services to residents in Bayonne, NJ and Staten Island, NY intended to alleviate temporary construction impacts. It is anticipated that these services will be performed from the Notice to Proceed through 2019.

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

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

### **TASK A: MEETINGS**

1. Conduct and attend outreach program planning meetings as required. It is anticipated that the Consultant's attendance shall be required at a total of 15 planning meetings throughout the life of the Agreement. For all planning meetings, the Consultant shall be responsible for:
  - a. Preparing and distributing meeting agenda.
  - b. Preparing and distributing draft and final meeting minutes.
  - c. Following up on action items.
  - d. Providing presentation materials as required.
2. The Consultant shall call-in to bi-weekly construction Progress Meetings throughout the life of the Agreement. Each meeting will be approximately 1.5hrs to 2hrs in duration.

### **TASK B: MANAGEMENT OF PUBLIC INFORMATION PROGRAM PLAN DEVELOPMENT**

1. Prepare a detailed plan for execution of a comprehensive strategy intended to keep the public and local, state and Federal governmental entities and/or stakeholder groups with an interest in the New York – New Jersey region, as identified by the Port Authority, informed of relevant project related information. The plan is to be submitted for review and approval by the Port Authority before its implementation. The public information program shall consolidate and balance bi-state issues, and include, but not be limited to:
  - a. Identification of relevant stakeholder groups including subsets of the general public and local community organizations.
  - b. Frequency and format of proposed public information activities.
  - c. Identification of type of outreach proposed for various kinds of project-related information.
  - d. A proposed schedule for public information.
  - e. Proactive identification of project milestones that may requiring particular communication activities; and appropriate coordination and consultation with the Program Team to ensure consistency with engineering timeline and deliverables.

- f. Protocol for managing, tracking, and storing all public communications and contacts.
2. Provide monthly reports on the status of plan implementation.
3. Conduct quarterly updates of the plan based on revised construction schedules, changes to the makeup of relevant stakeholders, and feedback from previously conducted public information activities.

#### TASK C: PUBLIC INFORMATION MEETING SUPPORT

1. Organize public information meetings and invite participants at the request of, or as approved by, the Authority. Provide support for up to four (4) public meetings each year, two (2) in New York and two (2) in New Jersey, through project completion in 2019. For each public meeting, the Consultant shall:
  - a. Identify ADA accessible meeting locations.
  - b. Prepare meeting materials including presentations, meeting agendas, sign-in sheets, and comment cards.
  - c. Provide staff support for public questions about meeting location, time, topics, and services available.
  - d. Conduct Presentation Overview and question and answer session.
  - e. Provide for Spanish translation services as well as translation services for other languages as directed by the Port Authority to be available during all meetings.
  - f. Provide moderation services during each public meeting, as required.
  - g. Provide a summary of the meeting including a log of all public comments.
  - h. Propose follow up activities to address all public comments.
2. Prepare and deliver approximately one-hour long educational presentations on bridge construction to local educational institutions. Assume up to six (6) presentations each year.
3. Prepare and deliver project update presentations to local community groups in both Staten Island and Bayonne. Assume up to ten (10) presentations to local community groups each year.

All materials developed as part of this task shall be provided to the Authority in draft form for review and comment two (2) weeks prior to each scheduled meeting. The Consultant shall incorporate the Authority's comments.

#### TASK D: PUBLIC INFORMATION MATERIALS

1. At the direction of the Authority, and in accordance with the Public Information Program Plan developed in Task B, prepare draft public information materials including, but not limited to:
  - a. Quarterly newsletters with relevant project updates.
  - b. Up to four (4) construction updates brochures per year.
  - c. Up to twenty (20) project renderings throughout the life of the agreement.
  - d. Up to six (6) door-hangers per year.

2. All public information materials shall be developed in accordance with the Authority's style guidelines and should be designed in context with the marketing materials previously developed for the Bayonne Bridge project.
3. Public information materials shall be provided to the Authority in draft form for review and comment no less than a month prior to the intended distribution date. Incorporate Authority's comments and distribute as appropriate.
4. The Consultant shall distribute materials in accordance with the Public Information Program Plan developed in Task B.
5. The Consultant shall provide all public information materials in English, Spanish and other languages, as directed by the Port Authority.

The Consultant shall not be responsible for printing materials for distribution.

#### TASK E: CONSTRUCTION STATUS SUMMARIES

Prepare summaries of upcoming construction activity for distribution within the Authority using 90 day, monthly, bi-weekly, and weekly look-aheads provided by the Authority. The summary shall be prepared every three (3) months over the life of the Agreement. Construction status summaries shall include, but are not limited to:

1. Identification of activities likely to have impacts on residents closest to construction including, but not limited to:
  - a. Nighttime construction activities.
  - b. Initial placement of large construction equipment.
  - c. Activities requiring changes to local street access.
  - d. Activities requiring the use of personal protective equipment (PPE).
  - e. Movement of construction activities to a new location.
2. Identification of activities that may warrant media alerts including, but not limited to:
  - a. Achievement of project milestones.
  - b. Initiation of new construction activities.
3. Maps illustrating locations of activities identified in a.i. and a.ii.
4. Anticipated duration of activities identified in a.i and a.ii.

#### TASK F: SPECIALIZED OUTREACH SUPPORT

As directed by the Authority, provide translators to support communication with non-English speaking residents both in-person or on the phone. Assume up to 75 hours of Spanish translation services and 25 hours of translation services for other languages as specified by the Port Authority for each year.

#### TASK G: PROJECT WEBSITE REVIEW AND SUPPORT

1. Conduct bi-annual review of the Authority's project website and identify opportunities to implement innovative strategies to continually enhance and update information on the website.

2. View website from a community user perspective, including ease of use, ability to navigate, and if successful in obtaining required information. The Consultant will not be asked to create or maintain a separate project website.
3. Upon review and approval by the Authority, develop materials in accordance with the Authority's website standards for inclusion on the project website. Materials to be prepared by the Consultant include, but are not limited to:
  - a. Project maps and illustrations.
  - b. Current project activities.
  - c. Information on construction related traffic impacts including recommended detour routes.
  - d. Frequently Asked Questions, with answers.
  - e. Calendar of community and construction events.
  - f. Links to other related sites or other project-related information as appropriate.

#### TASK H: SITE TOURS

1. At the request of the Authority, arrange and conduct up to twelve (12) two-hour site tours per year. Each tour shall include, but is not limited to:
  - a. A PowerPoint presentation to be prepared and given by the Consultant on the project site (specific locations/rooms will be arranged as needed) followed by question and answer sessions from attendees.
  - b. A driving tour of the construction site with three (3) stops near construction activities of interest.
  - c. Handouts and support information that have been pre-approved for public consumption by the Port Authority.
2. Prepare a PowerPoint presentation for each site tour and provide to the authority for review and comments no less than two weeks prior to the tour. Incorporate Authority comments and distribute as appropriate.

It is expected that group sizes would be no larger than 20 attendees.

#### TASK I: COMMUNITY MITIGATION SERVICES PROGRAM MANAGEMENT

1. Administer a community mitigation services program, as directed by the Authority, designed to minimize impacts for owners and tenants for approximately 250 residential properties directly adjacent to construction activities. These mitigation services shall include, but not be limited to:
  - a. Hotel vouchers.
  - b. Power washing.
  - c. Pest control/extermination.
  - d. Air conditioner units or other air/noise mitigation equipment.
  - e. Pool testing and cleaning.
  - f. Car washes.
  - g. Room darkening window shades.
  - h. Minor landscape services.

2. As approved by the Authority, enter into agreements with local vendors to provide specific services. For car washes, the Consultant will coordinate with local vendor(s) to provide car wash ticket books to the Authority for distribution.
3. Coordinate the provision of services to specific residents as directed by the Authority.
4. Serve as the primary point of contact for residents who have been approved to receive specific services.
5. Confirm with residents that the specified services have been received.
6. Provide Port Authority staff with program statistics, when requested.
7. Provide a monthly report on the amount and usage of community services by individual residents.

Maintain a list of homeowners and tenants that are eligible and have expressed interest in receiving mitigation service.

For the purpose of this Task, assume the aforementioned services together with other similar types of services under this Task will be provided over a three-year period and will be treated as pass through costs separate from the costs for the Consultant services described in this Scope of Work. The costs of the Consultant services under this Task shall be limited to administering the services (i.e. staffing costs and out-of-pocket/direct expenses like travel and supplies).

#### **TASK J: COMMUNITY TEMPORARY RELOCATION SERVICES**

1. Provide temporary relocation services for up to four (4) residents and two (2) small local businesses identified by the Authority, that are being adversely impacted by the bridge construction.
2. Attend meetings with the impacted parties, and assist the Authority in determining their situation, particular requirements and reviewing relocation options.
3. Perform an evaluation of the data and determine relocation recommendations for the Authority to review.
4. Investigate alternative housing and/or business location options for the purposes of the temporary relocation, together with an estimate of approximate costs and submit to the Authority for review.
5. Coordinate the acquisition and other details related to the temporary relocation and serve as the point of contact for the impacted parties.

#### **IV. INFORMATION AND MATERIALS PROVIDED BY THE AUTHORITY**

The documents listed below will be made available to potential proposers to provide context and background for tasks in this Scope of Work. These documents were not prepared for the purpose of providing information for the Consultant upon the present work but they were prepared for other purposes, and do not form a part of this Agreement. The Authority makes no representation or guarantee as to, and shall not be responsible for, their accuracy, completeness or pertinence, and, in addition, shall not be responsible for the conclusions to be drawn there from. They are made available to the Consultant merely for the purpose of providing it with such information as is in the possession of the Authority, whether or not such information may be accurate, complete or pertinent, or of any value to the Consultant.

1. Contract Plans for PA Contract No. AKB-264.039 – Bayonne Bridge Replacement of Main Span and Approach Structure  
These will be made available in a “reading room setting” only after execution of a Non-Disclosure Agreement between the proposer(s) and the Authority)
2. Environmental Assessment for BBNCP
3. Window Replacement Program Letter
4. Temporary Hotel Stay Program Letter
5. BBNCP Zones of Impact – Downloadable at [http://www.uscg.mil/hq/cg4/cg47/docs/BBNCP\\_Final\\_EA\\_-\\_Chapters\\_Combined.pdf](http://www.uscg.mil/hq/cg4/cg47/docs/BBNCP_Final_EA_-_Chapters_Combined.pdf)

All documents in the possession of the Authority will be available to the Consultant for review at the Authority’s offices at 4 World Trade Center, 150 Greenwich Street, New York, New York 10007, Monday through Friday, 9:00am to 3:00pm. Please contact Gustavo Orduz at (212) 435-5694, to view available documents.

**V. CONDITIONS AND PRECAUTIONS**

A. General

1. Immediately, inform the Authority of any unsafe condition discovered at any time during the course of this work.
2. Vehicular traffic at and around the Bayonne Bridge, and the needs of the construction program, shall always have priority over any and all of the Consultant's operations.

B. Work Areas

1. Limit inspection work to the areas necessary for the performance of such inspection and shall not interfere with the operation of the facility without first obtaining specific approval from the Chief Engineer.
2. During all periods of time when not performing operations at the work site, store all equipment being used for the inspection in areas designated by the Chief Engineer and provide all security required for such equipment.
3. The Consultant shall not permit any objects or pieces of equipment to lie unattended on sidewalks, roadways or structures at any time.

C. Work Hours

Perform any work at the bridge site between the hours of 8:00 A.M. and 4:00 P.M., Monday through Friday, unless otherwise directed.

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

**VI. COMMERCIAL GENERAL LIABILITY INSURANCE AND WORKERS’ COMPENSATION INSURANCE PROCURED BY CONSULTANT**

A. Commercial Liability Insurance:

1. The Consultant shall take out and maintain at his own expense Commercial General Liability Insurance including but not limited to Premises-Operations, Completed Operations and Independent Contractors’ coverages in limits of not less than \$5,000,000 combined single limit per occurrence for Bodily Injury Liability and

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

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

2. Additional Coverages: The Consultant shall have the policy endorsed when required by the Chief Engineer for specific services hereunder and include the additional premium cost thereof as an out-of-pocket expense:
  - a) If the services of the Consultant, as directed by the Authority, require the performance of services airside, the Commercial General Liability and Automobile Liability coverage limits stipulated in subparagraph 1, above, shall be increased to an amount not less than \$25,000,000 per occurrence as provided herein.
  - b) Coverage for work within 50 feet of railroad.

B. Workers' Compensation Insurance:

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

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

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

C. Professional Liability Insurance:

The Consultant shall take out and maintain Professional Liability Insurance in limits of not less than \$5 million each occurrence, covering negligent acts, errors, mistakes, and omissions arising out of the work or services performed by Consultant, or any person employed by Consultant. All endorsements and exclusions shall be evidenced on the certificate of insurance. The coverage shall be written on an occurrence form or may be written on a claims-made basis with a minimum of a three-year reporting/discovery period.

D. Compliance:

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

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

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

\* \* \*

# **ENVIRONMENTAL ASSESSMENT FOR BBNCP**

# Zones of Impact

- **Zone 1**

- Residential properties directly adjacent to bridge and/or retaining walls
- Residential properties facing cross streets that pass under bridge
- Properties will be subject to increased noise levels and disruptions from construction activities

- **Zone 2**

- Residential properties within construction impact Area
- Properties are typically on parallel streets with the back of the house facing the bridge
- Properties will be subject to increased noise at a lower level and disruptions from construction activities



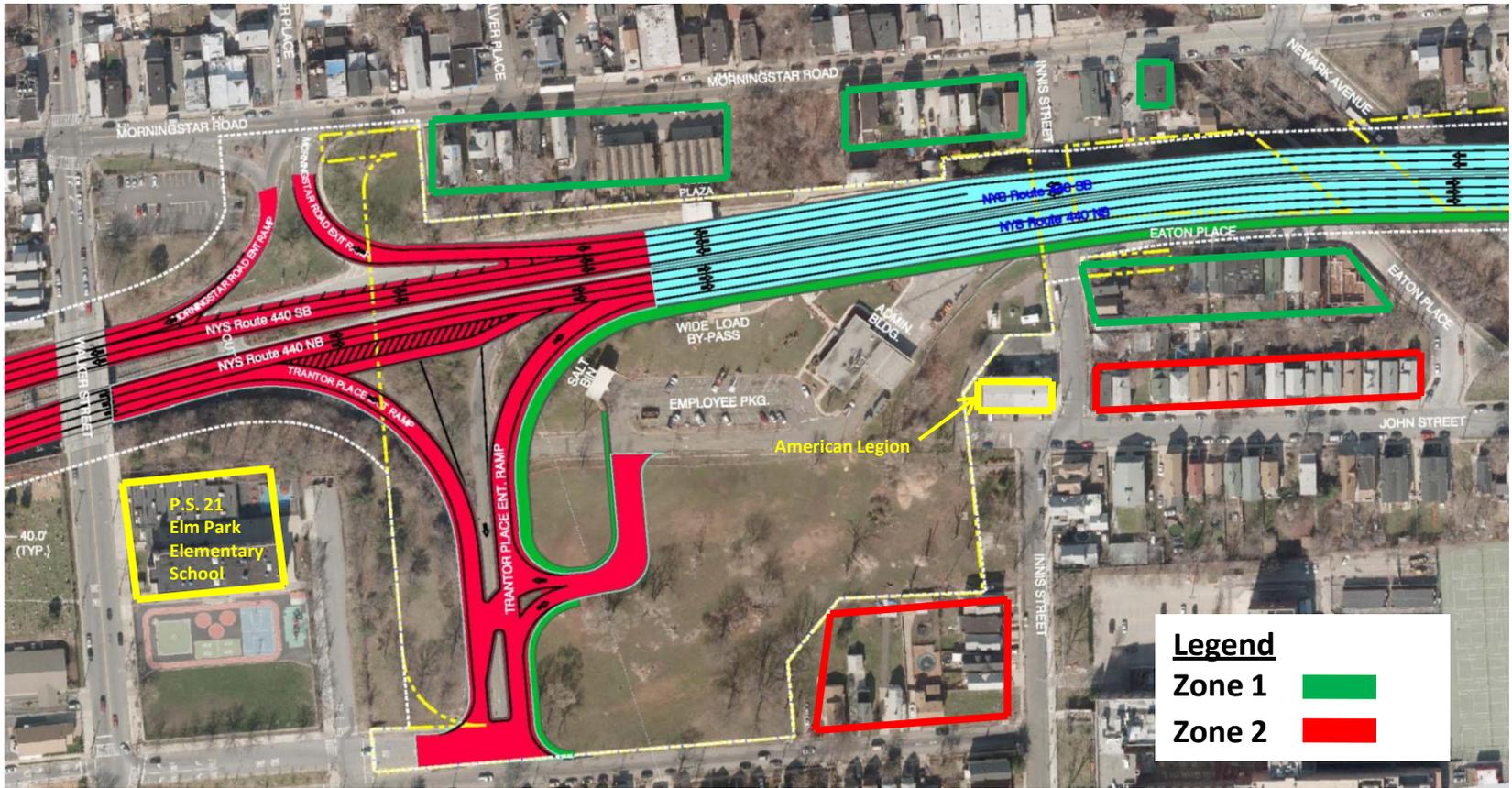
**Bayonne –North End of Project**



**Bayonne – South End of Project**



**Staten Island – North End of Project**



Staten Island – South End of Project

# Impacted Residential Properties

## **Zone 1 Properties**

|               |           |
|---------------|-----------|
| Bayonne       | 86        |
| Staten Island | <u>74</u> |
| Total         | 160       |

## **Zone 2 Properties**

|               |           |
|---------------|-----------|
| Bayonne       | 38        |
| Staten Island | <u>41</u> |
| Total         | 79        |

**WINDOW REPLACEMENT PROGRAM LETTER**

March 4, 2014

Residential Property owner

RE: **Property Location (Address):**  
**Block \_\_\_\_\_ Lot \_\_\_\_\_**  
**Property Designation: ZONE 2**

Dear Homeowner:

In support of construction activities during the Bayonne Bridge Navigational Clearance Program, The Port Authority of NY and NJ is initiating a series of programs to help mitigate construction noise and other related issues for residents of Bayonne and Staten Island adjacent to the Bayonne Bridge work zone. As discussed at our public outreach meetings, the program will include the following main components:

- **PACKET A) WINDOW REPLACEMENT PROGRAM (ENCLOSED)**
- Packet B) Hotel Stay Program
- Packet C) Miscellaneous vouchers/payments for construction related issues (pest, dust, pool water testing)

Details on the Hotel Stay Program (Packet B), and the miscellaneous vouchers and payments for construction related issues (Packet C) will be forwarded in the coming weeks.

The Port Authority is initiating these programs to proactively address community needs, minimize potential construction-related concerns, and keep residents comfortable, safe, and informed during the construction of this important regional infrastructure project.

**PACKET A) – WINDOW REPLACEMENT PROGRAM**

**You have been designated as a ZONE 2 property owner due to the proximity of your property to the bridge. As a result, you may be eligible to receive a payment based on an approved estimate that replaces windows on all sides of your building to a maximum of \$5,000.00 - if you own the property location above and the windows to be replaced are for a residence.**

The Port Authority has hired O. R. Colan Associates (“ORC”) to confirm your eligibility for this Window Replacement Program. Please call ORC at (201) 301-6263, or email them at any time at [bbnmp@orcolan.com](mailto:bbnmp@orcolan.com) if you have any questions regarding the enclosed Packet A information. You are encouraged to leave your message with your name, address, phone number and the best times to reach you if you do not get ORC staff when you call.

**If you wish to participate in the Window Replacement Program, please read the instructions carefully for each of the four Steps included in this Packet A.**

Thank you for your participation and support as we initiate Bayonne Bridge Navigational Clearance Program construction activities. We remain committed to keeping our neighbors safe and comfortable, supporting our host communities and maintaining open communications throughout the project. Please note other important Port Authority contacts listed on the following page for project related questions or concerns, and keep these numbers posted for your reference.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joann Papageorgis', with a stylized flourish at the end.

Joann Papageorgis, Program Director  
Bayonne Bridge Navigational Clearance Program

**Attachments**

**Bayonne Bridge Contact Information  
Packet A Window Replacement Program**

**Bayonne Bridge Program Contact Information :**

- For questions regarding Packet A processing steps only, please call O.R. Colan Associates at (201) 301-6263.
- For community issues please call Bill Young in New Jersey (201) 395- 3907; or Chris Lee in New York at (212) 435- 6929.
- For noise concerns please call our 24/7 toll- free hot line (855) 265 - 5482
- General questions or comments Email us: [bayonnebridge@panynj.gov](mailto:bayonnebridge@panynj.gov)
- Sign up to receive the latest news and updates at [www. Panynj.gov/bayonnebridge](http://www.Panynj.gov/bayonnebridge) and click on “Email Updates”
- Public outreach offices with PANYNJ project staff will be opening in the next few months. These offices will be located in Bayonne at JFK Boulevard and West 1<sup>st</sup> Street, and in Staten Island, NY on Innis Street between Trantor Place and John Street. Resident walk-in days and hours will be posted.

**PACKET A**

**ZONE 2**

**WINDOW REPLACEMENT PROGRAM  
FOR RESIDENTIAL PROPERTY OWNERS**

**CONTENTS**

**Step 1, Eligibility:**

**Instructions for Initial Eligibility  
Required Identification Documents  
Required Property Owner Application Form  
Step 1 Pre-paid Envelope to ORC**

**Step 2, Estimate for Window Replacements:**

**Instructions for Obtaining and Submitting Estimates  
Window Replacement Information (Required specifications and attachment)  
Step 2 Pre-paid envelope to ORC for sending estimate**

**Step 3, Payment:**

**Instructions for Payment  
Certification and Limited Release Form**

**Step 4, Proof of Window Replacement**

**Instructions for Providing Proof of Window Replacement  
Step 4 Pre-paid envelope to ORC for sending receipt**

**PACKET A: WINDOW REPLACEMENT PROGRAM**  
**STEP 1: ELIGIBILITY**  
**(TO BE COMPLETED IMMEDIATELY UPON RECEIPT OF THIS PACKAGE)**

**INSTRUCTIONS**

You have received this Packet because you are identified as the current owner(s) of the residential property identified on the cover letter. The first step in determining eligibility for the Window Replacement Program is to immediately validate your ownership of the residential property.

The Port Authority has hired O. R. Colan Associates (“ORC”) to document your eligibility and to process necessary payments.

**IN ORDER TO DOCUMENT YOUR OWNERSHIP, PLEASE SEND THE ITEMS IN 1 AND 2 BELOW IN THE ENCLOSED ADDRESSED AND STAMPED ENVELOPE (O.R. COLAN ASSOCIATES, 1435 MORRIS AVENUE, SUITE 2H, UNION, NJ 07083) AS SOON AS YOU COMPLETE STEP 1.**

**1.) Completed Residential Application Form (Attached)**

Please make sure to provide all information requested. Please do not leave any blanks. (Use *Not Applicable* or NA in any places that do not apply)

**2.) Copy of the following documents must be included.** Please do not mark up these documents in any way (i.e. cross out or add information).

**A GOVERNMENT- ISSUED PHOTO ID** such as a Driver’s License, or Passport.

**MOST CURRENT MUNICIPAL TAX BILL** for the identified property. The tax bill must show the current owner(s), property address, and the Block and Lot.

Once you have completed all of Step 1 and placed the information in the mail in the addressed envelope, please continue with Step 2. You do not have to contact ORC to confirm eligibility; ORC will contact you if there are further questions.

If you have any questions on completing Step 1, please feel free to contact ORC at any time:

- By phone: Call (201)301-6263. If you do not get ORC staff directly, please leave a message with your name, address, and phone number and the best time to return your call.
- By email: our email address for this program is [bbnmp@orcolan.com](mailto:bbnmp@orcolan.com). Please provide your name, address, and phone number and the question you have and we will get back to you as soon as possible.

**STEP 1 RESIDENTIAL APPLICATION FORM**

**All information must be filled out.**

**Send in enclosed step 1 envelope with necessary forms of documentation**

Name(s) of Property Owner(s): \_\_\_\_\_

Address of Property : \_\_\_\_\_

Lot: \_\_\_\_\_  \_\_\_\_\_  lock: \_\_\_\_\_

**Is Property Owner residing at the above address?** YES NO

**If NO: Address of Property Owner(s) If not residing in the property above)**

\_\_\_\_\_

**Property Owners Contact Information**

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

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

**Residential Tenants Currently in Building**

(Please list all tenants and continue on back of form if more than four; or indicate n/a)

| Tenant Name | Phone Number |
|-------------|--------------|
| _____       | _____        |
| _____       | _____        |
| _____       | _____        |
| _____       | _____        |

I (we) certify that:

1. I (we) am (are) the current owner(s) of the affected property identified above.
2. This is a (residential property) OR (mixed use property with at least one occupied residential unit). (Circle one)
3. Any estimate I (we) provide for window replacement will only be for residential windows.

\_\_\_\_\_  
Property Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Owner

\_\_\_\_\_  
Date

## PACKET A: WINDOW REPLACEMENT PROGRAM

### STEP 2: ESTIMATE FOR WINDOW REPLACEMENTS – ZONE 2

This Step outlines the necessary requirements for obtaining and submitting an estimate in order to qualify under the Window Replacement Program. **Note that there is no official time constraint placed on you as to when you obtain the estimate and send it in for review and approval. However, the Window Replacement Program will end on December 31, 2016.**

#### A. OBTAINING THE ESTIMATE

Please review the following checklist carefully when looking for contractors and for obtaining estimates. This will minimize delays or rejection of payments that may be caused due to unqualified contractors and unacceptable specifications.

- Provide the contractor(s) with a copy of the “Window Replacement Information” attached. This provides the contractor with the scope of the estimate based on your Zone designation, the specification on windows, and attached ratings information to guide the estimate preparation. The estimate you obtain must clearly show that requirements of Item B Numbers 1-3 of this attachment are met.
- The contractor must provide a copy of the applicable license; or must provide the current license number on the estimate and certify that the license for installing windows for a home improvement use is currently active.
- The estimate must only be for residential windows (non-residential uses do not apply).
- The estimate must be in your name(s). This is an estimate and a potential agreement between you and the contractor. Port Authority or ORC must not be referenced on this estimate.
- Make sure for your own protection that the contractor clearly states his responsibility for workmanship, and provides warranty information or resolution of any defects.
- Since your property is located in Zone 2, your eligibility for a payment is capped at \$10,000 for residential window replacement on all sides of your building. If your estimate exceeds that amount, make sure that you are prepared to make up that difference if you go with this contractor.
- Upon reviewing the estimate yourself and confirming that the above requirements are met, keep a copy of this estimate for your records and for reference should questions arise upon its review.

#### B. SUBMITTING THE ESTIMATE FOR REVIEW

**PLEASE SEND THE ESTIMATE IN THE POSTAGE PRE-PAID ENVELOPE MARKED STEP 2 TO O.R.COLAN ASSOCIATES.** You do not have to confirm receipt with ORC staff; and ORC staff will only contact you if there are any questions or concerns with the estimate.

## **WINDOW REPLACEMENT INFORMATION**

### **A. WINDOWS ELIGIBLE FOR REPLACEMENT**

#### **Zone 2**

1. All windows in the residential portion of the property
2. Maximum amount of reimbursement shall be \$5,000

### **B. REPLACEMENT WINDOW SPECIFICATIONS**

Replacement windows pursuant to this Agreement shall have all of the following:

1. Double (or greater) panes of insulating glass in frames that are made of vinyl, wood or aluminum.
2. Should conform to Energy Star Specifications.
3. Should have the following individual energy efficiency classifications:
  - U-Factor Rating of 0.30 or less; and
  - Solar Heat Gain Coefficient (SHGC) of 0.40 or less.
4. The estimate for the replacement windows includes installation by a contractor with a license for Home Improvements (New York or New Jersey, as appropriate).

### **C. ATTACHMENTS**

Window replacement information from website of The National Fenestration Rating Council (NFRC): (<http://www.nfrc.org/WindowRatings/index.html>)



# SHOPPING GUIDE

BROUGHT TO YOU BY  
THE NATIONAL FENESTRATION RATING COUNCIL



## Shopping Guide

- Home
- Benefits of Improving Windows
- Windows 101
- Anatomy of a Window
- Energy Ratings
- The NFRC Label
- Shopping Guide
- Resources
- Window Facts
- FAQs

It is easy to become overwhelmed by the vast number of product choices and all the numbers being thrown around about how each window performs. Before you ever start shopping for windows you need to know what you want from your windows. On this page we have provided the tools and information to help you be an informed consumer when shopping for new windows.

### How do I Find an Efficient Window?

In today's market, consumers are often overwhelmed by the many choices of window products. What is the best way to choose windows, doors, and skylights for homes?

#### 1. Look for the NFRC Label

The National Fenestration Rating Council (NFRC) is a nonprofit organization whose goal is to provide uniform, accurate information about the energy performance of windows, doors, and skylights. In addition to publishing consensus standards (for consistent ratings), NFRC administers a third-party certification and labeling program to provide the window buyer with verified product information. So look for an NFRC label on windows to compare products on a fair and equal basis (see [Energy Ratings page for a Sample Label and additional information about the ratings](#)).

|  |  |   |  |
|--|--|---|--|
|  |  | <b>World's Best Window Co.</b><br>Series 2000 <sup>®</sup><br>Casement<br>Vinyl Clad Wood Frame<br>Double Glazing - Argon Fill - Low E<br>AIA, AIAA, AIAA, AIAA, AIAA, AIAA |  |
| <b>ENERGY PERFORMANCE RATINGS</b><br>U-Factor (U.S./F)         |  | Solar Heat Gain Coefficient   |  |
| <b>0.35</b>  |  | <b>0.32</b>   |  |
| <b>ADDITIONAL PERFORMANCE RATINGS</b><br>Visible Transmittance |  | Air Leakage (U.S./F)  |  |
| <b>0.51</b>  |  | <b>0.2</b>  |  |

#### 2. Compare Product Performance

The NFRC label provides information on how a window performs. The two most referenced energy ratings are **U-factor** and **Solar Heat Gain**. By reviewing the label information, consumers can make an informed choice about the product that is best for their individual situation.

#### 3. Look for the ENERGY STAR<sup>®</sup> Label

The U.S. Department of Energy and the U.S. Environmental Protection Agency have developed an ENERGY STAR designation for products meeting certain energy performance criteria. Since the energy efficiency performance of windows, door, and skylights can vary by climate, product recommendations are given for four climate zones: a **mostly heating zone** (Northern), two **heating and cooling zones** (North/Central and South/Central), and a **mostly cooling zone** (Southern). For more information about ENERGY STAR windows, see [www.energystar.gov](http://www.energystar.gov).

|  |  |
|--|--|
| ENERGY STAR <sup>®</sup> Qualified in Highlighted Regions<br>  |  |
|  |  |
| <b>World's Best Window Co.</b><br>Millennium 2000 <sup>®</sup><br>Vinyl Clad Wood Frame<br>Double Glazing - Argon Fill - Low E<br>Product Color Matching System<br>(per NFRC 100-87) |  |
| <b>ENERGY PERFORMANCE RATINGS</b><br>U-Factor (U.S./F)   |  |
| <b>0.30</b>  |  |
| Solar Heat Gain Coefficient  |  |
| <b>0.30</b>  |  |
| <b>ADDITIONAL PERFORMANCE RATINGS</b><br>Visible Transmittance   |  |
| <b>0.51</b>  |  |
| Air Leakage (U.S./F)   |  |
| <b>0.2</b>   |  |

#### Meeting Energy Codes

Since the 1970s, energy code requirements have been established for windows in both residential and commercial construction.

Every energy code provides regulatory, prescriptive, and system or design requirements.



Regulatory requirements include referenced test methods and standards (i.e., NFRC), as well as any certification and labeling requirements

Prescriptive requirements include the fenestration product minimum performance criteria (U-factor, Solar Heat Gain) based on climate zones. In addition, some energy codes provide trade-offs allowing more fenestration area if these products are more energy efficient.

System or design requirements are typically computational approaches allowing builders and architects to customize buildings and use more and or different fenestration products and still meet the energy code requirements through improvements in other areas such as lighting, HVAC system, or other building envelope components.



## ENERGY RATINGS

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### Energy Ratings

- Home
- Benefits of Improving Windows
- Windows 101
- Anatomy of a Window
- Share **Energy Ratings**
- The NFRC Label
- Shopping Guide
- Resources
- Window Facts
- FAQs

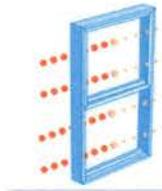
#### What the Ratings Mean

In order to apply the ENERGY STAR® label to products, manufacturers must first test their FENESTRATION products according to NFRC procedures, which include independent testing at NFRC approved laboratories.

These tested products bear NFRC labels that provide important information on the Energy Ratings for the products. This information is of little benefit to you IF you are unsure how to interpret the results and are unaware of the needs for your home.

The NFRC label provides ratings for **U-factor** and **Solar Heat Gain Coefficient**, and **Visible Transmittance** (required ratings), and may include information on testing for **Air Leakage** and **Condensation Resistance**.

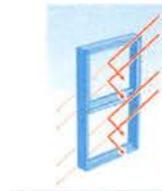
|   |  |  |
|---|--|--|
|   | <b>World's Best Window Co.</b><br>Series "2000"<br>Casement<br>Vinyl Clad Wood Frame<br>Double Glazing + Argon Fill + Low E<br>ABC-X-1-0001-0001 |  |
|   | <b>ENERGY PERFORMANCE RATINGS</b>  |  |
| U-Factor (U.S. / I-P)   | Solar Heat Gain Coefficient  |  |
| <b>0.35</b>   | <b>0.32</b>  |  |
| <b>ADDITIONAL PERFORMANCE RATINGS</b>   |  |  |
| Visible Transmittance   | Air Leakage (U.S. / I-P)   |  |
| <b>0.51</b>   | <b>0.2</b>   |  |
| <small>Manufacturer stipulates that these ratings conform to applicable NFRC procedures for determining whole product performance. NFRC ratings are determined for a fixed set of environmental conditions and a specific product size. NFRC does not recommend any product and does not warrant the suitability of any product for any specific use. Consult manufacturer's literature for other product performance information. www.nfrc.org</small> |  |  |



**U-factor** measures how well a product prevents heat from escaping a home or building. U-factor ratings generally fall between 0.15 and 1.20. The lower the U-factor, the better a product is at keeping heat inside the building. U-factor is particularly important during the winter heating season in colder climates. This label displays U-factor in U.S. units. Labels on products sold in markets outside the U.S. may display U-factor in metric units.

#### What's the Difference between U-factor and R-value?

The biggest difference between U-factor and R-value is that U-factor measures the rate of heat transfer (or loss) while R-value measures the resistance to heat loss. R-value is a measure of conductance and resistance. A product with high conductance will conduct heat quickly, like a hot pan on the stove or a single pane of glass on a cold day. U-factor, on the other hand, takes into account more than conductance. It also is affected by the airflow (convection) around the window and the emissivity (radiated or reflected heat) of the glass. [Click here for an article on "Why NFRC Uses U-factors for Windows."](#)



**Solar Heat Gain Coefficient** (SHGC) measures how much heat from the sun is blocked. SHGC is expressed as a number between 0 and 1. The lower the SHGC, the more a product is blocking solar heat gain. Blocking solar heat gain is particularly important during the summer cooling season in hot Southern climates. By contrast, people in Northern climates may want solar heat gain during the cold winter months to lessen the cost of heating the home.

**Visible Transmittance** (VT) measures how much light comes through a product. VT is expressed as a number between 0 and 1. The higher the VT, the higher the potential for daylighting.

**Air Leakage** measures how much outside air comes into a home or building through a product. Air leakage rates typically fall in a range between 0.1 and 0.3. The lower the air leakage, the better a product is at keeping air out. Air leakage is an optional rating, and manufacturers can choose not to include it on their labels. This label displays air leakage in U.S. units; labels on products sold in markets outside the United States may display air leakage in metric units.

**Condensation Resistance** measures how well a product resists the formation of condensation. Condensation resistance is expressed as a number between 1 and 100. The higher the number, the better a product is able to resist condensation. Condensation resistance is an optional rating, and manufacturers can choose not to include it on their NFRC labels.



#### What are the other options to consider when shopping for windows?

In addition to the NFRC Label, ratings comparisons, and ENERGY STAR, buyers may consider a number of other factors when choosing windows. These include: air infiltration, water infiltration, structural performance, acoustical performance, security performance, product cost, and warranty. Product cost and warranties are issues to be considered when making any major purchase, and this information is available from the window distributor or manufacturer.

**Water infiltration** measures the amount of water and pressure that a window can resist to keep the water from leaking through it. The higher the water infiltration rating, the better the window is at resisting water leakage.

**Structural performance ratings** measure the amount of air pressure (wind load) a window can resist before failing. The amount of structural pressure ratings required for windows in your area is often determined by local code requirements. The higher the structural performance ratings, the more wind load a window can resist.

**Acoustical performance ratings** measure the amount of sound transmission through a window. The higher the sound transmission rating, the better the product is at blocking noise from coming through the window.

**Security performance ratings** measure the ability of a window to resist different types of forces. For example, there are burglar-resistant windows, fire-resistant windows, bullet-resistant windows, wind-borne debris-resistant windows, and many others. Many of these products have special uses for different building types and may be covered by local building code requirements.



## THE NFRC LABEL

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THE NATIONAL FENESTRATION RATING COUNCIL



### The NFRC Label

There are tools to help you find a retailer who understands NFRC rated windows and window products near you.

The National Fenestration Rating Council (NFRC) provides window and door retailers with [fact sheets](#) that can be used to educate their customers at the point of purchase.

The fact sheets explain how to interpret the values found on the NFRC energy performance rating label, which is displayed on many products. You can also use the [ENERGY STAR® Store Locator tool](#) to locate a store that provides windows and window products with the NFRC label.

Below you will see an infographic that includes an example of what an NFRC label looks like. This label should remain on your window until after the final inspection. You should keep these labels for your records.

The U-factor, Solar Heat Gain Coefficient (SHGC) and Visible Transmittance (VT) are all tests that are required by ENERGY STAR®. Air Leakage and Condensation Resistance ratings are optional and manufacturers are not required by NFRC to test their products for these.

[Home](#)

[Benefits of Improving Windows](#)

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[The NFRC Label](#)

[Shopping Guide](#)

[Resources](#)

[Window Facts](#)

[FAQs](#)

Share

### Interpreting the NFRC Label

A Visual Interpretation of the NFRC Ratings



### An Example of the NFRC Label You Should Look for and the Numbers You May See

|  |  |   |  |                          |                       |                             |
|--|--|---|--|--------------------------|-----------------------|-----------------------------|
| <p><b>U-factor</b> U-factor ratings generally fall between 0.20 and 1.20. The lower the U-factor, the better a product is at keeping heat in. U-factor is particularly important during the winter heating season. This label displays U-factor in U.S. units. Labels on products sold in markets outside the United States may display U-factor in metric units.</p>          | <p><b>World's Best Window Co.</b><br/>Series "2000"<br/>Casement<br/>Vinyl Clad Wood Frame<br/>Double Glazing • Argon Fill • Low E<br/>ABC-X-1-00001-00001</p>   | <p><b>Solar Heat Gain Coefficient (SHGC)</b> is expressed as a number between 0 and 1. The lower the SHGC, the better a product is at blocking unwanted heat gain. Blocking solar heat gain is particularly important during the summer cooling season.</p> |  |                          |                       |                             |
|  |  |   | <p><b>ENERGY PERFORMANCE RATINGS</b></p> <table border="1"> <tr> <td>U-Factor (U.S. / I-P)</td> <td>Solar Heat Gain Coefficient</td> </tr> <tr> <td><b>0.35</b></td> <td><b>0.32</b></td> </tr> </table> |                          | U-Factor (U.S. / I-P) | Solar Heat Gain Coefficient |
| U-Factor (U.S. / I-P)  | Solar Heat Gain Coefficient  |   |  |                          |                       |                             |
| <b>0.35</b>  | <b>0.32</b>  |   |  |                          |                       |                             |
| <p><b>Visible Transmittance (VT)</b> is expressed as a number between 0 and 1. The higher the VT, the higher the potential for daylighting.</p>  | <p><b>ADDITIONAL PERFORMANCE RATINGS</b></p> <table border="1"> <tr> <td>Visible Transmittance</td> <td>Air Leakage (U.S. / I-P)</td> </tr> <tr> <td><b>0.51</b></td> <td><b>0.2</b></td> </tr> </table> |   | Visible Transmittance  | Air Leakage (U.S. / I-P) | <b>0.51</b>           | <b>0.2</b>                  |
|  | Visible Transmittance  | Air Leakage (U.S. / I-P)  |  |                          |                       |                             |
| <b>0.51</b>  | <b>0.2</b>   |   |  |                          |                       |                             |
| <p><b>Air Leakage (AL)</b> rates typically fall in a range between 0.1 and 0.3. The lower the AL, the better a product is at keeping air out. AL is an optional rating, and manufacturers may choose not to include it on their labels. This label displays AL in U.S. units. Labels on products sold in markets outside the United States may display AL in metric units.</p> |  |   |  |                          |                       |                             |

Manufacturer stipulates that these ratings conform to applicable NFRC procedures for determining window product performance. NFRC ratings are determined for a fixed set of environmental conditions and a specific product size. NFRC does not recommend any product and does not warrant the suitability of any product for any specific use. Consult manufacturer's literature for other product performance information. www.nfrc.org

NFRC administers an independent, uniform rating and labeling system for the energy performance of fenestration products, including windows, curtain walls, doors, and skylights.

For more information on NFRC, please visit our Website at [www.WindowRatings.org](http://www.WindowRatings.org) or contact NFRC directly at 301.589.1776.

## **PACKET A: WINDOW REPLACEMENT PROGRAM STEP 3: PAYMENT**

Once you are cleared for Step 1 Eligibility, and the Estimate provided in Step 2 is fully reviewed and approved for payment, ORC will process the payment as soon as is practicable. Please expect two weeks before you are contacted and advised that the check has been processed.

### **Picking up the check**

When the check is ready, ORC will send it to the Port Authority Outreach office in the municipality where your property is located. You will be called and advised that the check is ready and where it will be available for you to pick-up (if not at the Outreach office).

The Outreach office addresses are as follows:

#### **FOR BAYONNE PROPERTY OWNERS:**

Office at JFK Boulevard and West 1<sup>st</sup> Street

#### **FOR STATEN ISLAND PROPERTY OWNERS:**

Office on Innis Street between Trantor Place and John Street

#### **IN ORDER FOR THE CHECK TO BE RELEASED TO YOU:**

- **Bring a Government-issued Photo ID (such as a Driver's License, or Passport) with you to the Outreach Office.** We will need to verify that the check is being given to you as the property owner. A copy of this ID will also be taken by Staff at the Outreach Office. No exceptions.
- **You will need to sign a Certification and Limited Release in exchange for the check.** This form will require that you certify that you still own the property, that the property is for residential purposes, and that you understand certain conditions upon accepting the check. The document is attached as part of this Step 3. Do not sign it until you come to pick up the check.

**PORT AUTHORITY OF NEW YORK & NEW JERSEY**  
**BAYONNE BRIDGE NAVIGATIONAL CLEARANCE PROGRAM**  
**CERTIFICATION – WINDOW REPLACEMENT PROGRAM**

- I, \_\_\_\_\_ hereby accept a check in the amount of \$\_\_\_\_\_, Check #\_\_\_\_\_, issued by O. R. Colan Associates (“ORC”) on behalf of the Port Authority of New York and New Jersey (“Port Authority”) and dated \_\_\_\_\_ in connection with the Window Replacement Program. I understand that I am not obligated to participate in the Window Replacement Program and that my participation in the Program is strictly voluntary.

**UPON ACCEPTANCE OF THIS CHECK, I CERTIFY THAT:**

- I am the current owner of the “Property” at \_\_\_\_\_.
- This Property is currently being used for residential purposes and the estimate for window replacement is for a residential purpose.
- That I have read the terms of the Window Replacement Program and agree to use the funds solely to replace windows at the address above in accordance with the requirements of the Window Replacement Program.
- It represents the full and final payment under this Window Replacement Program and no additional payments will be forthcoming for this purpose.

**I ALSO AGREE THAT UPON ACCEPTANCE OF THIS CHECK:**

- I understand that funds are being provided to me by ORC on behalf of the Port Authority under the Window Replacement Program for the purchase and installation of windows for the Property. I further understand that apart from providing the funding, the Port Authority and ORC will play no role in purchasing the windows, installing or maintaining the windows, or retaining contractors to install or maintain the windows. By voluntarily participating in the Window Replacement Program, I understand that I am responsible for purchasing the windows and retaining contractors to install and maintain those windows on the Property.. I agree to hold ORC and the Port Authority, its Commissioners, officers, employees, agents and contractors harmless from any suits or claims that may arise from the purchase, and installation, and maintenance of the windows on the Property.
- I hereby reserve all other rights to pursue any claims I may have for injuries or damages against responsible parties.

**ACKNOWLEDGEMENT:** By signing below, I acknowledge that I have read and understand all of the information contained in this document and hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: \_\_\_\_\_

Witness \_\_\_\_\_

Owner \_\_\_\_\_

## **PACKET A: WINDOW REPLACEMENT PROGRAM**

### **STEP 4: PROOF OF WINDOW REPLACEMENT**

Once the replacement windows have been installed by the Contractor, please provide ORC with proof that the window replacement has been completed. This would normally be in the form of a copy of the receipt of payment provided by the contractor at the completion of construction. **Please send the receipt or other form of proof in the postage pre-paid envelope marked STEP 4 to O.R. COLAN ASSOCIATES.** You do not have to confirm receipt with ORC staff; and ORC staff will only contact you if there are any questions or concerns with the proof, or if proof has not been received in a timely manner.

If you have any questions on completing Step 4, please feel free to contact ORC at any time:

- By phone: Call (201) 301-6263. If you do not get ORC staff directly, please leave a message with your name, address, and phone number and the best time to return your call.
- By email: our email address for this program is [bbnmp@orcolan.com](mailto:bbnmp@orcolan.com). Please provide your name, address, and phone number and the question you have and we will get back to you as soon as possible.

**INSERT:**

**STEP 1 ENVELOPE**

**O.R. COLAN ASSOCIATES  
1435 MORRIS AVENUE, SUITE 2H  
UNION, NJ 07083**

**INSERT:**

**STEP 2 ENVELOPE**

**O.R. COLAN ASSOCIATES  
1435 MORRIS AVENUE, SUITE 2H  
UNION, NJ 07083**

**INSERT:**

**STEP 4 ENVELOPE**

**O.R. COLAN ASSOCIATES  
1435 MORRIS AVENUE, SUITE 2H  
UNION, NJ 07083**

**TEMPORARY HOTEL STAY PROGRAM LETTER**

June 26, 2014

**RESIDENTIAL TENANT OR OWNER OCCUPANT  
LIVING IN BAYONNE BRIDGE PROJECT ZONE 1 OR ZONE 2 PROPERTY**

**RE: HOTEL STAY PROGRAM**

Dear Resident:

In support of construction activities during the Bayonne Bridge Navigational Clearance Program, The Port Authority of NY and NJ is initiating a proactive noise mitigation program to mitigate construction for residents of Bayonne and Staten Island adjacent to the Bayonne Bridge work zone. As discussed at our public outreach meetings, the program will include the following main components:

- Packet A - Window Replacement Program
- **Packet B - TEMPORARY HOTEL STAY PROGRAM (ENCLOSED)**
- Packet C - Miscellaneous vouchers/payments for construction related issues (pest, dust, pool water testing)

Packet A has already been sent to eligible property owners. The miscellaneous vouchers and payments for construction related issues (Packet C) will be forwarded in the coming weeks.

The Port Authority is initiating these programs to proactively address community needs, minimize potential construction-related concerns, and keep residents comfortable, safe, and informed during the construction of this important regional infrastructure project.

**PACKET B – TEMPORARY HOTEL STAY PROGRAM**

**Your household (including you and others living in your home) has been identified as living in a property within Port-Authority designated Zones 1 or 2. You are either a resident owner or a tenant renting a dwelling at a Zone 1 or 2 address. After you have been qualified as a current resident there, you may choose to take advantage of this temporary hotel stay program when construction is expected to occur near your residential block.**

The Port Authority has contracted with O. R. Colan Associates (“ORC”) to confirm your eligibility for this Temporary Hotel Stay Program and to book a reservation for you at specific hotels identified by the Port Authority in either Staten Island, NY; Jersey City, NJ. or Newark (Airport), NJ. Please call ORC at (201) 301-6263, or email ORC at any time at [bbnmp@orcolan.com](mailto:bbnmp@orcolan.com) if you have any questions regarding the enclosed Packet B information. Provide your name, address, phone number, and that you are calling about Packet B - the hotel program. If you call and do not get ORC staff directly, please also leave information for the best times to reach you.

**Please read the following instructions carefully for this Packet B if you think you may want to participate in the Temporary Hotel Stay Program.**

Thank you for your participation and support as we initiate Bayonne Bridge Navigational Clearance Program construction activities. We remain committed to keeping our neighbors safe and comfortable, supporting our host communities and maintaining open communications throughout the project. Please note other important Port Authority contacts listed on the last page for project related questions or concerns, and keep these numbers posted for your reference.

Sincerely,

A handwritten signature in black ink, appearing to read "Joann Papageorgis". The signature is fluid and cursive, with a large initial "J" and "P".

Joann Papageorgis, Program Director  
Bayonne Bridge Navigational Clearance Program

**Attachments**

**Packet B Temporary Hotel Stay Program**

**PACKET B**

**TEMPORARY HOTEL STAY PROGRAM  
FOR RESIDENTS (TENANTS AND OWNER-OCCUPANTS)**

**CONTENTS**

**Step 1, Pre-Qualification:**

**Resident Confirmation Form  
Required Identification Documents  
Step 1 Pre-paid Envelope to ORC**

**Step 2, Process for Hotel reservation:**

**Program Details and Procedures  
Summary of Important Points**

**STEP 1**  
**TEMPORARY HOTEL STAY PROGRAM**  
**PRE-QUALIFICATION**

**(YOU MUST BE PRE-QUALIFIED BEFORE CALLING FOR A HOTEL RESERVATION)**

**General**

Your household is eligible for the Packet B Temporary Hotel Stay Program if you/your family actually reside at a Zone 1 or Zone 2 address. IF YOU MEET THIS CRITERIA AND ARE INTERESTED IN THIS PROGRAM, PLEASE CAREFULLY READ THE INSTRUCTIONS BELOW (STEP 1- PRE-QUALIFICATION, STEP 2 PROGRAM DETAILS AND PROCEDURES) SO THAT YOUR HOTEL STAY MAY BE BETTER ACCOMMODATED.

**Pre-Qualification**

The Port Authority has contracted with O. R. Colan Associates (“ORC”) to document your eligibility and book your reservation into an available hotel. However, you need to be pre-qualified to validate your occupancy at the subject address as soon as possible, so that a room can be reserved for you when you call.

**YOU MUST SEND THE FOLLOWING TO ORC IN THE PRE-STAMPED AND PRE-ADDRESSED ENVELOPE PROVIDED. WE CANNOT BOOK A ROOM FOR YOU WITHOUT QUALIFYING YOUR HOUSEHOLD FIRST.**

**1.) COMPLETE THE ONE-PAGE RESIDENT CONFIRMATION FORM (Attached)**

Please make sure to provide all information requested. Please do not leave any blanks. (Use *Not Applicable* or NA in any places that do not apply)

**2.) PROVIDE DOCUMENTATION THAT VERIFIES YOUR ADDRESS**

Copy of the following documents must be included. Please do not mark up these documents in any way (i.e. cross out or add information).

- A GOVERNMENT- ISSUED PHOTO ID** such as a Driver’s License or Passport (REQUIRED).
- MOST RECENT UTILITY BILLS:** We can include cable, phone, internet or other utility bills that you are paying for services at the residential address showing a billing name and address consistent with your Photo ID.
- IF YOU ARE A TENANT: A CURRENT LEASE** that confirms: your name as tenant at the address on this cover letter and a current lease term. Your name and address should be consistent with the two forms of identification above.

**You do not have to contact ORC to confirm eligibility; ORC will contact you if there are further questions.**

**If you have any questions on completing this pre-qualification step please contact ORC at any time:**

**By phone: (201) 301-6263. By email: [bbnmp@orcolan.com](mailto:bbnmp@orcolan.com).**

**Please provide your name, address, and phone number and the question you have and we will get back to you as soon as possible.**

## RESIDENT CONFIRMATION FORM

All information must be filled out.

Send in enclosed Pre-qualification envelope with necessary forms of documentation.

**Property Identified on Cover Letter:**

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

**If you are the Property Owner:**

Owner Name \_\_\_\_\_

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

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

I (we) live at this address

I (we) have Tenants living at this address

Names of Tenants: \_\_\_\_\_

\_\_\_\_\_

**If You Are A Tenant:**

Owner Name \_\_\_\_\_

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

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

Name of your Landlord \_\_\_\_\_

My landlord lives at this address

My landlord does not live at this address

**PETS:**

If you have a pet, and you may need to take this pet with you to a hotel, please indicate if it is a cat or dog and its weight. \_\_\_\_\_

(Pets: Cats and dogs will be accommodated at some hotels according to the specific policies of each hotel.)

I (we) certify that:

1. I (we) am (are) residents of the property identified above.
2. I have read and understand all instructions and Procedures for this Temporary Hotel Stay Program.

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

**INSERT:**

**ENVELOPE FOR PRE-QUALIFICATION  
PACKET B – TEMPORARY HOTEL STAY PROGRAM**

**O.R. COLAN ASSOCIATES  
1435 MORRIS AVENUE, SUITE 2H  
UNION, NJ 07083**

## SECTION 2

### TEMPORARY HOTEL STAY PROGRAM PROGRAM DETAILS AND PROCEDURES

The Port Authority and its contractors are committed to complying to noise code restrictions during construction and will enforce controls to minimize noise. During daytime hours (7:00 AM to 6:00 PM) noise levels cannot exceed a maximum level of 85 dBA, while work during night, weekend and holiday hours is limited to a more restrictive level. To enforce these limits, the Port Authority has retained the services of an independent noise consultant that monitors the noise levels of construction related activities.

**The Temporary Hotel Stay Program is optional** and will be available to qualified resident households during the time when construction is taking place within the general area of your residence. It is a fully voluntary program on your part. **Please be advised that you will not be required to leave your home during construction, no construction activities will occur on your property, and no cranes or lifts will operate over your property.**

The Port Authority will make every effort to provide information on our website and in our outreach offices when construction activities will be occurring near your residence, so that you can consider your temporary relocation options. Therefore, you will have time to consider your options, and room reservations can typically be made for you by noon on the evening you want to stay. If you are interested in the Temporary Hotel Stay Program, please send the completed form and copies of the identification documents shown in Step 1 in the envelope provided to be pre-qualified.

#### **PROGRAM DETAILS**

**All room reservations will be made through O.R. Colan Associates (ORC). Note: You cannot make reservations directly with any hotel and must work through ORC, or eligible hotel costs will not be honored by the Port Authority under this program.** A maximum of three nights can be booked at any one time, unless approved by the Port Authority.

**Eligible costs under the program include the hotel room rate, parking (if it is not complimentary), a pet fee (if you are bringing your pet), and applicable taxes.** These costs will be paid directly to the hotel by ORC on behalf of the Port Authority.

**You will be responsible for any other charges you incur at the hotel, and at the time of the check-in you will be asked for a credit card to cover and additional charges.** These may include, but not be limited to: Food (hotel restaurant, room service or pantry items); anything purchased at a gift shop; pay-per-view movies or computer game fees; internet service; or any fee associated with a violation of a hotel policy.

## **PROGRAM PROCEDURES**

- 1) Contact ORC at (201) 301-6263 or by email [bbnmp@orcolan.com](mailto:bbnmp@orcolan.com). Provide ORC staff the nights you would like to stay (maximum of 3 without additional approval), the number of people, and if you have a pet.
- 2) ORC will verify that you have been pre-qualified and the schedule for construction near your home.
- 3) If 1 and 2 above are confirmed:
  - a. ORC will contact hotels working with the Port Authority in an attempt to reserve based on your needs (number of guests and if a pet is also involved). We will do everything we can to accommodate your request. However, we cannot guarantee you a specific hotel, nor can we guarantee you accommodations at any time (i.e. no vacancies that may be due to holidays or other significant area events).
  - b. ORC will book the room, then call you with the confirmation number of the hotel where the reservation is made, and at your request will provide a website or phone number for you to check directions, amenities, etc.
- 4) If you are not confirmed:
  - a. ORC will advise you and work with you to get you pre-qualified as soon as possible.  
and/or
  - b. ORC will advise you of the construction schedule; Port Authority staff will also be available in the Outreach Offices to discuss this further with you.

**SUMMARY OF IMPORTANT POINTS**  
**TEMPORARY HOTEL STAY PROGRAM**

(Please save these sheets and keep for reference)

**Pre-Qualifying under the Temporary Hotel Stay Program**

- Please send in the Resident Confirmation Form and identification documents as soon as possible to complete your prequalification, before you request a hotel room.
- O.R. Colan will contact you if there are any questions related to the prequalification, or if additional information is required.

**Booking the Room through O.R. Colan (ORC)**

- All hotels that are selected are considered highly rated hotels in Staten Island, Jersey City, and Newark/Elizabeth. Although every attempt will be made to accommodate you in a hotel, we cannot guarantee a specific hotel, or rooms if all hotels are completely booked (i.e. during the holidays, or other significant area events).
- You must work through ORC to book a hotel under the program. You cannot reserve a room yourself.
- Reservation will be based on the proximity of the construction to your residence at the time you are booking. The Port Authority (PA) will make every effort to provide information on our website and in our outreach offices when construction activities will be occurring near your residence.
- Please make reservations as soon as possible, so we can provide you room preferences and reservations. Requests should be made no later than noon of the day you want the reservation (as long as you are pre-qualified).
- Please provide the number of people needing a room at the time of the request. This number should be consistent with the number of residents identified on the pre-qualification form. If you have a pet, you must let us know at that time.
- ORC can book a three night maximum stay at any one time and extensions must be approved by the Port Authority. If you want to extend your stay, you must contact ORC while at the hotel, so that PA approval can be secured.

**Hotel Charges**

- PA will pay for a room, non-complimentary parking (if any) and applicable taxes to the hotel. If you have a pet, the Port Authority will pay the hotel any stated fee that is required for your pet.
- The Port Authority, through ORC, will make payment directly to the hotel for the above eligible expenses only.
- You will be responsible and must agree to pay for incidental expenses and charges that are over and above the eligible costs identified.

### **Check-In and Hotel Stays**

- The individual under whose name the room is reserved must bring a government-issued Photo ID and present it to the front desk.
- Bring a credit card or cash deposit for the Front desk. The Hotel will require a credit card or cash to cover incidentals or any charges you may incur that exceed the eligible costs.
- You will be responsible for following all hotel regulation and policies. Any damages incurred by not doing so will be at your expense.

### **Cancellation/No-Show**

- If ORC books a room for you and you want to cancel, you must call ORC back and cancel as close to 24 hours prior to the reservation as possible.
- The Port Authority has the right to review eligibility for future participation in this program, if the following occurs:
  - Repeated cancelations of a reservation on short notice where the Port Authority is charged for the room.
  - A no-show at the hotel for the reservation with no notice on several occasions.

### **Bayonne Bridge Program Contact Information :**

- For questions regarding Packet A processing steps only, please call O.R. Colan Associates at (201) 301-6263.
- For community issues please call Bill Young in New Jersey (201) 395-3907; or Chris Lee in New York at (212) 435-6929.
- For noise concerns please call our 24/7 toll- free hot line (855) 265-5482
- General questions or comments Email us: [bayonnebridge@panynj.gov](mailto:bayonnebridge@panynj.gov)
- Sign up to receive the latest news and updates at [www.panynj.gov/bayonnebridge](http://www.panynj.gov/bayonnebridge) and click on "Email Updates"
- Public outreach offices are open. These offices are located in Bayonne at JFK Boulevard and West 1<sup>st</sup> Street, and in Staten Island, NY on Innis Street between Trantor Place and John Street. Resident walk-in days and hours are posted. You can also call (855) 265-5482, press 2 for the Bayonne Office hours and 3 for the Staten Island Office hours.

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

DATE

FIRM

ADDRESS

CITY, ST, ZIP

Attention: NAME, TITLE

**SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL COMMUNITY ASSISTANCE PROGRAM MANAGEMENT AND RELATED SUPPORT SERVICES FOR THE BAYONNE BRIDGE NAVIGATIONAL CLEARANCE PROGRAM ON AN "AS-NEEDED" BASIS DURING 2016 - 2019**

Dear CONTACT:

1. The Port Authority of New York and New Jersey (the "Authority") hereby offers to retain FIRM NAME (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 – 2019.

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

2. This Agreement shall be signed by you and by the Authority's Chief Procurement Officer. As used herein "Director" shall mean the Director, Department/Office of the Authority, acting either personally or through his duly authorized representatives acting within the scope of the particular authority vested in them.

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

3. You shall perform your services 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 response to a request for specific services hereunder and prior to the performance of any such services, you shall submit, in writing, to the Director for approval, an estimated cost and staffing analysis of such services. You shall begin performing services under this Agreement upon your receipt of the Director's written (1) approval of such cost and (2) direction to proceed. At the point at which your expenditures for such services reach such approved estimated cost, you shall not continue to render any such services are specifically authorized in writing to so continue by the Director and you shall submit to him for approval a revised written estimated

cost of such services. If no such authorization is issued, the performance of the specifically requested services under 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 an amount equal to the approved estimated cost. Preparation of the cost estimate and staffing analysis mentioned in the first sentence of this paragraph shall not be a compensable service hereunder.

5. 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.

6. The Consultant shall meet and consult with Authority staff as requested by the Director in connection with any service 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 sole opinion, said items are not in accordance with the requirements of this Agreement, sound engineering principles 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 its responsibility under this Agreement to furnish the requested services in accordance with an agreed upon schedule and in accordance with professional standards.

7. 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.

8. 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, C, and D below, subject to the limits on compensation and provisions set forth in paragraph 4 and 7 above. Subject to the terms and conditions below, travel time is not reimbursable under subparagraphs A, B, and C hereunder.

A. For work performed at the Consultant's offices, the Consultant will be compensated at an amount equal to \*.\* times the actual salaries paid by you to professional and technical personnel (but not partners or principals) for time actually spent by them in the performance of services hereunder. For work performed at Authority office(s), as mutually agreed upon, the Consultant will be compensated at an amount equal to \*.\* times the actual salaries paid by you to professional and technical personnel (but not partners or principals) for time actually spent by them in the performance of services hereunder, plus an amount equal to the number of hours actually spent by partners and principals in the performance of services hereunder times the billing rate (no multiplier applied) described below but in each case excluding premium payments for overtime work or night work or for performing hazardous duty. Attached hereto is a schedule of actual salaries and titles of program/project managers, technical staff and/or other permanent professional and technical personnel employed by you, as well as rates customarily billed for partners and principals on projects such as this. Said schedule shall clearly indicate any of your employees, proposed by you to perform the requested services, that are former Authority employees. 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.

Notwithstanding the above, the multipliers set forth in the second and fifth lines of this subparagraph shall be applied only in the case of personnel other than partners or principals who are permanent employees.

Notwithstanding the above, the multiplier set forth in the first line of this subparagraph shall be applied only in the case of personnel other than partners or principals who are permanent employees.

B. An amount equal to the premium payments for overtime work or night work or for performing hazardous duty, actually paid to partners or principals, project/program management or other professional and technical employees for time actually spent by them in the performance of services hereunder when such overtime or other premium payments have been demonstrated to be in accordance with the Consultant's normal business practice and have been authorized in advance by the Director in writing. The Project Manager for the Authority shall have the right to authorize and approve premium payments up to a total amount of \$1,000 per occasion. Payments above said total amount shall be subject to the prior written authorization of the Director. Such premium payments to supervisory employees, who do not receive such payments in the Consultant's normal business practice shall not be given under this Agreement.

C. 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, computer aided design and drafting (CADD), cameras, recording or measuring devices, flashlights and other small, portable

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

3) 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 multiplier and billing rates referred to in Subparagraph A above.<sup>9</sup> 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 provision of this Agreement, failure to do so shall constitute a conclusive waiver of any right to compensation for

such services or expenses as are otherwise compensable hereunder. The Authority will have the right to audit all such records.

The Authority will 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.

9. 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 provision of this Agreement, failure to do so shall constitute a conclusive waiver of any right to compensation for such services or expenses as are otherwise compensable hereunder. The Authority will have the right to audit all such records.

The Authority will 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.

10. On or about the fifteenth (15<sup>th</sup>) day of each month, you shall render a bill 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 Director. 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 will, within thirty (30) 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.

11. 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 Director through the date of termination, minus all prior payments to you.

12. You shall not issue or permit to be issued any press release, advertisement, or literature of any kind which refers to the Authority or to the services performed in connection with this Agreement, unless you first obtain the written approval of the 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.

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

14. 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 other rights or obligations shall arise out of such additional services.

15. No certificate, payment (final or otherwise), acceptance of any work or 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.

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

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

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

19. You shall promptly and fully inform the Director, in writing, of any intellectual property dispute, 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. You shall promptly and fully inform the Director, in writing, of any patent or patent dispute, 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.

21. This Agreement being based upon your special qualifications for the services herein contemplated, any assignment, subletting or other transfer of this Agreement or any part hereof or

of any moneys due or to become due hereunder without the express consent in writing of the Authority shall be void and of no effect as to the Authority; provided, however, that you may sublet services to subconsultants with the express consent in writing of the 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, to impose any obligation on the Authority to such subconsultant or to give the subconsultant any rights against the Authority.

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

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

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

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

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

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

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

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

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

The Authority has a list of certified MBE/WBE service firms which is available to you at <http://www.panynj.gov/business-opportunities/supplier-diversity.html>. The Consultant will be required to submit to the Authority's Office of Business Diversity and Civil Rights for

certification the names of MBE/WBE firms it proposes to use who are not on the list of certified MBE/WBE firms.

### 23. 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 Agreement.

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 Agreement. 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 Agreement. Without limiting the generality of any other term or provision of this Agreement, 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 Agreement in accordance with Section 11 of this 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.”

### 24. 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 who 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 pose 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 personal identity verification checks. 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 (1) 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, (2) screening of federal, state, and/or local criminal justice agency information databases and files, (3) screening of any terrorist identification files and (4) 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. Costs for 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. Consultant shall immediately report to the Authority the loss of any staff member's or subconsultant's individual facility-specific identification credential. The Consultant will be billed for the cost of the replacement identification credential. Staff shall display Identification badges in a conspicuous and clearly visible manner, when entering, working at or leaving an Authority construction site or facility.

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

- Designated Secure Areas

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

Forty-eight (48) hours prior to the proposed performance of any work in a Secure Area, the Consultant shall notify the Project Manager. The Consultant shall conform to 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 any work, the Consultant shall request a description from the Project Manager of the Secure Areas that will be in effect on the commencement date(s) of the request services. 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, the presence of Port Authority Police or Authority retained consultant security guards 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 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 any Authority site or facility (including any rental space), except when necessary to perform the Work under this Agreement, without prior written permission from the Authority. Upon request, any photograph, digital image, video recording or sketch made of any Authority sites or facility shall be submitted to the Authority to determine compliance with this paragraph, which submission shall be conclusive and binding on the submitting entity.

- Compliance with the Port Authority Information Security Handbook

This 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. Consultant shall protect sensitive information by applying 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.

25. The Consultant assumes the following distinct and several risks to the extent they may arise 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 against 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 against 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 against the Authority for the payment of workers' compensation, whether such claims are made and whether such injuries, damage or 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 the Authority in the defense, settlement or satisfaction thereof, including expenses of attorneys. If so directed by the Authority, the Consultant shall defend against any claim described in subparagraphs B, C and D above, in which event the Consultant shall not without obtaining express advance permission from the General Counsel of the Authority raise any defense involving in any way the jurisdiction of the tribunal, immunity of the Authority, governmental nature of the Authority or the provisions of any statutes respecting suits against the Authority, such defense to be at the Consultant's cost.

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

Neither the completion of services hereunder nor the making of payment (final or otherwise) shall release the Consultant from his obligations under this clause. Moreover, neither the

enumeration in this clause or the enumeration elsewhere in this Agreement of particular risks assumed by the Consultant or of particular claims for which he is responsible shall be deemed (a) to limit the effect of the provisions of this clause or of any other clause of this Agreement relating to such risks or claims, (b) to imply that the Consultant assumes or is responsible for risks or claims only of the type enumerated in this clause or in any other clause of this Agreement, or (c) to limit the risks which the Consultant would assume or the claims for which he would be responsible in the absence of such enumerations.

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

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

## 26. 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 fifty thousand dollars (\$50,000) as a result of any judicial or administrative proceeding with respect to any license held or with respect to any violation of a federal, state or local environmental law, rule or regulation;
- F. had any sanction imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, 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.

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

By proposing on this Agreement, each Consultant and each person signing on behalf of any consultant certifies, and in the case of a joint 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 "28G.", 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 will take appropriate action up to and including a finding of non-responsibility.

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

Notwithstanding that the Consultant may be able to make the certifications in this Section and the Section entitled "Certification of No Investigation (Criminal or Civil Anti-trust), Indictment, Conviction, Debarment Suspension, Disqualification and Disclosure of Other Information" at the time the proposal is submitted, the Consultant shall immediately notify the Authority in writing during the period of irrevocability of proposals on this Agreement or any extension of such period, or during the term of this Agreement, of any change of circumstances which might under this clause make it unable to make the foregoing certifications, might render any portion of the certifications previously made invalid, or require disclosure. The foregoing certifications or signed statement shall be deemed to have been made by the 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, has failed to immediately notify the Port Authority of any change in circumstances which might make it unable to make the foregoing certifications, might render any portion of the certifications previously made invalid, or require disclosure, or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certifications required to be disclosed, the Authority may determine that the 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, Consultant is 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.). Consultant is also advised that the inability to make such certification will not in and of itself disqualify the Consultant and that in each instance the Authority will evaluate the reasons therefor provided by the Consultant. Furthermore, the Consultant selected for performance of the subject services shall immediately notify the Authority in writing, at any time during the term of the Agreement, of any change of circumstances which might under this clause make it unable to make the foregoing certifications, or might require disclosure.

Under certain circumstances, the Consultant may be required as a condition of award of this Agreement to enter into a Monitoring Agreement under which the Consultant 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.

#### 28. 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 of the State of 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 of the State of 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.

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

During the term of this Agreement, the Consultant shall remain responsible. To be "responsible" shall mean (1) to have legal authority to do business in the State of New Jersey and/or the State of New York and (2) to possess, in the Authority's opinion, integrity, experience, ability, financial capacity and a satisfactory record of prior performance sufficient to perform the services required under this Agreement. The Consultant agrees, if requested by the Authority, to present evidence that the Consultant is responsible.

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. The Authority may exercise this right to suspend the Consultant by giving the Consultant written notice outlining the particulars of such suspension. Upon receipt of such notice, the Consultant shall comply with the notice's terms. Agreement activity may resume at such time as the Authority issues another 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 when the Consultant is determined by the Authority not to be responsible (non-responsible). In such event, the Authority or its designee may complete the contractual requirements in any manner he or she may deem advisable and may pursue available legal or equitable remedies for breach, including recovery of costs from Consultant associated with such termination.

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

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

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

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

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

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.

### 31. 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, nor shall the Consultant 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 any other 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 other 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 any other consultant or potential consultant of the Authority, and if the Consultant’s participation in the preparation, negotiation or award of any agreement with such other 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, and such mitigation plan shall be subject to the approval of the Authority and shall become a requirement imposed on the Consultant, 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 if 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 that result, directly or indirectly, from the services provided by the Consultant hereunder. The Authority's determination regarding any conflict of interest shall be final.

### 32. DEFINITIONS

As used in sections 26 to 31 above, the following terms shall mean:

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

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

Investigation - Any inquiry made by any federal, state or local criminal prosecuting agency and any inquiry 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 investigation for employment, or federal, state or 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 by 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. References herein to the Authority shall and shall be deemed to mean equally the Port Authority Trans Hudson Corporation (PATH).

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.

Sincerely,

THE PORT AUTHORITY OF  
NEW YORK AND NEW JERSEY

\_\_\_\_\_  
Lillian D. Valenti  
Chief Procurement Officer

Date \_\_\_\_\_

ACCEPTED:

FIRM NAME

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

Print Name: \_\_\_\_\_

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

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

**INSTRUCTIONS**

If the selected Consultant firm is not located in the States of New York or New Jersey, change the number of the last Paragraph of this Agreement from "36" to "37" and insert a new Paragraph "36" as follows:

36. 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.

**ATTACHMENT B**

**AGREEMENT ON TERMS OF DISCUSSION**

**REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT PROFESSIONAL  
COMMUNITY ASSISTANCE PROGRAM MANAGEMENT AND RELATED SUPPORT  
SERVICES FOR THE BAYONNE BRIDGE NAVIGATIONAL CLEARANCE  
PROGRAM ON AN “AS-NEEDED” BASIS DURING 2016 – 2019  
(RFP# 45479)**

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, 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)

\_\_\_\_\_  
(Print Name)

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

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

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

**ATTACHMENT C**  
**COMPANY PROFILE**

**REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT  
PROFESSIONAL COMMUNITY ASSISTANCE PROGRAM MANAGEMENT  
AND RELATED SUPPORT SERVICES FOR THE BAYONNE BRIDGE  
NAVIGATIONAL CLEARANCE PROGRAM ON AN “AS-NEEDED” BASIS  
DURING 2016 – 2019 (RFP# 45479)**

1. Company Name (print or type):

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

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3. Business Telephone Number: \_\_\_\_\_

4. Business Fax Number: \_\_\_\_\_

5. Firm website: \_\_\_\_\_

6. Federal Employer Identification Number (EIN): \_\_\_\_\_

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

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

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9. Officer or Principal of Firm and Title:

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

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

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

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

**ATTACHMENT D**

**STAFFING ANALYSIS SHEET**

**PERFORMANCE OF EXPERT PROFESSIONAL  
BBNCP - COMMUNITY ASSISTANCE SERVICES  
(RFP# 45479)**

**<INSERT PROPOSER/FIRM NAME>**

| <b>Task A - MEETINGS</b> |       |      |          |       |                      |                 |            |
|--------------------------|-------|------|----------|-------|----------------------|-----------------|------------|
| PROPOSED STAFF (NAME)    |       | FIRM | HOURS    | MULT* | HOURLY<br>PAY RATE** | BILLING<br>RATE | COST       |
| STAFF (NAME)             | TITLE |      |          |       |                      |                 |            |
|                          |       |      |          |       |                      |                 |            |
|                          |       |      |          |       |                      |                 |            |
|                          |       |      |          |       |                      |                 |            |
|                          |       |      |          |       |                      |                 |            |
| <b>SUB-TOTALS:</b>       |       |      | <b>0</b> |       |                      |                 | <b>\$0</b> |

| <b>Task B - MANAGEMENT OF PUBLIC INFORMATION PROGRAM PLAN DEVELOPMENT</b> |       |      |          |       |                      |                 |            |
|---|-------|------|----------|-------|----------------------|-----------------|------------|
| PROPOSED STAFF (NAME)   |       | FIRM | HOURS    | MULT* | HOURLY<br>PAY RATE** | BILLING<br>RATE | COST       |
| STAFF (NAME)  | TITLE |      |          |       |                      |                 |            |
|   |       |      |          |       |                      |                 |            |
|   |       |      |          |       |                      |                 |            |
|   |       |      |          |       |                      |                 |            |
|   |       |      |          |       |                      |                 |            |
| <b>SUB-TOTALS:</b>  |       |      | <b>0</b> |       |                      |                 | <b>\$0</b> |

| <b>Task C - PUBLIC INFORMATION MEETING SUPPORT</b> |       |      |          |       |                      |                 |            |
|--|-------|------|----------|-------|----------------------|-----------------|------------|
| PROPOSED STAFF (NAME)                              |       | FIRM | HOURS    | MULT* | HOURLY<br>PAY RATE** | BILLING<br>RATE | COST       |
| STAFF (NAME)                                       | TITLE |      |          |       |                      |                 |            |
|  |       |      |          |       |                      |                 |            |
|  |       |      |          |       |                      |                 |            |
|  |       |      |          |       |                      |                 |            |
|  |       |      |          |       |                      |                 |            |
| <b>SUB-TOTALS:</b>                                 |       |      | <b>0</b> |       |                      |                 | <b>\$0</b> |

| <b>Task D - PUBLIC INFORMATION MATERIALS</b> |       |      |          |       |                   |              |            |
|--|-------|------|----------|-------|-------------------|--------------|------------|
| PROPOSED STAFF (NAME)                        |       | FIRM | HOURS    | MULT* | HOURLY PAY RATE** | BILLING RATE | COST       |
| STAFF (NAME)                                 | TITLE |      |          |       |                   |              |            |
|  |       |      |          |       |                   |              |            |
|  |       |      |          |       |                   |              |            |
|  |       |      |          |       |                   |              |            |
|  |       |      |          |       |                   |              |            |
| <b>SUB-TOTALS:</b>                           |       |      | <b>0</b> |       |                   |              | <b>\$0</b> |

| <b>Task E - CONSTRUCTION STATUS SUMMARIES</b> |       |      |          |       |                   |              |            |
|---|-------|------|----------|-------|-------------------|--------------|------------|
| PROPOSED STAFF (NAME)                         |       | FIRM | HOURS    | MULT* | HOURLY PAY RATE** | BILLING RATE | COST       |
| STAFF (NAME)                                  | TITLE |      |          |       |                   |              |            |
|   |       |      |          |       |                   |              |            |
|   |       |      |          |       |                   |              |            |
|   |       |      |          |       |                   |              |            |
|   |       |      |          |       |                   |              |            |
| <b>SUB-TOTALS:</b>                            |       |      | <b>0</b> |       |                   |              | <b>\$0</b> |

| <b>Task F - SPECIALIZED OUTREACH SUPPORT</b> |       |      |          |       |                   |              |            |
|--|-------|------|----------|-------|-------------------|--------------|------------|
| PROPOSED STAFF (NAME)                        |       | FIRM | HOURS    | MULT* | HOURLY PAY RATE** | BILLING RATE | COST       |
| STAFF (NAME)                                 | TITLE |      |          |       |                   |              |            |
|  |       |      |          |       |                   |              |            |
|  |       |      |          |       |                   |              |            |
|  |       |      |          |       |                   |              |            |
|  |       |      |          |       |                   |              |            |
| <b>SUB-TOTALS:</b>                           |       |      | <b>0</b> |       |                   |              | <b>\$0</b> |

| <b>Task G - PROJECT WEBSITE REVIEW AND SUPPORT</b> |       |      |          |       |                   |              |            |
|--|-------|------|----------|-------|-------------------|--------------|------------|
| PROPOSED STAFF (NAME)                              |       | FIRM | HOURS    | MULT* | HOURLY PAY RATE** | BILLING RATE | COST       |
| STAFF (NAME)                                       | TITLE |      |          |       |                   |              |            |
|  |       |      |          |       |                   |              |            |
|  |       |      |          |       |                   |              |            |
|  |       |      |          |       |                   |              |            |
|  |       |      |          |       |                   |              |            |
| <b>SUB-TOTALS:</b>                                 |       |      | <b>0</b> |       |                   |              | <b>\$0</b> |

| <b>Task H - SITE TOURS</b> |       |      |          |       |                   |              |            |
|----------------------------|-------|------|----------|-------|-------------------|--------------|------------|
| PROPOSED STAFF (NAME)      |       | FIRM | HOURS    | MULT* | HOURLY PAY RATE** | BILLING RATE | COST       |
| STAFF (NAME)               | TITLE |      |          |       |                   |              |            |
|                            |       |      |          |       |                   |              |            |
|                            |       |      |          |       |                   |              |            |
|                            |       |      |          |       |                   |              |            |
|                            |       |      |          |       |                   |              |            |
| <b>SUB-TOTALS:</b>         |       |      | <b>0</b> |       |                   |              | <b>\$0</b> |

| <b>Task I - COMMUNITY MITIGATION SERVICES PROGRAM MANAGEMENT</b> |       |      |          |       |                   |              |            |
|--|-------|------|----------|-------|-------------------|--------------|------------|
| PROPOSED STAFF (NAME)  |       | FIRM | HOURS    | MULT* | HOURLY PAY RATE** | BILLING RATE | COST       |
| STAFF (NAME)   | TITLE |      |          |       |                   |              |            |
|  |       |      |          |       |                   |              |            |
|  |       |      |          |       |                   |              |            |
|  |       |      |          |       |                   |              |            |
|  |       |      |          |       |                   |              |            |
| <b>SUB-TOTALS:</b>   |       |      | <b>0</b> |       |                   |              | <b>\$0</b> |

| <b>Task J - COMMUNITY TEMPORARY RELOCATION SERVICES</b> |       |      |          |       |                   |              |            |
|---|-------|------|----------|-------|-------------------|--------------|------------|
| PROPOSED STAFF (NAME)                                   |       | FIRM | HOURS    | MULT* | HOURLY PAY RATE** | BILLING RATE | COST       |
| STAFF (NAME)  | TITLE |      |          |       |                   |              |            |
|   |       |      |          |       |                   |              |            |
|   |       |      |          |       |                   |              |            |
|   |       |      |          |       |                   |              |            |
|   |       |      |          |       |                   |              |            |
| <b>SUB-TOTALS:</b>                                      |       |      | <b>0</b> |       |                   |              | <b>\$0</b> |

|                     |  |  |          |  |  |  |            |
|---------------------|--|--|----------|--|--|--|------------|
| <b>TASK TOTALS:</b> |  |  | <b>0</b> |  |  |  | <b>\$0</b> |
|---------------------|--|--|----------|--|--|--|------------|

| <b>OUT-OF-POCKET (DIRECT) EXPENSES</b> |             |
|--|-------------|
| DESCRIPTION                            | COST        |
|  |             |
|  |             |
|  |             |
| <b>TOTAL:</b>                          | <b>\$ -</b> |

\* MULTIPLIER APPLIED TO OTHER THAN PARTNERS AND/OR PRINCIPALS  
 \*\* FOR OTHER THAN PARTNERS AND/OR PRINCIPALS

**SUMMARY**

|                        |            |
|------------------------|------------|
| TOTAL STAFF HOURS:     | 0          |
| TOTAL STAFF COSTS:     | \$0        |
| TOTAL DIRECT EXPENSES: | <u>\$0</u> |
| TOTAL PROJECT COSTS:   | <b>\$0</b> |