

April 11, 2016

SUBJECT: REQUEST FOR PROPOSALS FOR THE PERFORMANCE OF EXPERT PROFESSIONAL PORT PLANNING SERVICES FOR THE DEVELOPMENT OF A LONG-RANGE MASTER PLAN FOR THE PORT OF NEW YORK AND NEW JERSEY ON AN “AS NEEDED” BASIS (RFP #45736)

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 port planning services for the Port of New York and New Jersey. The scope of the tasks to be performed by you are set forth in Attachment A to the Authority’s Standard Agreement (the “Agreement”), included herewith. You should carefully review this Agreement as it is the form of agreement that the Authority intends that you sign in the event of acceptance of your Proposal and forms the basis for the submission of Proposals.

The Authority’s Port Commerce Department is seeking to develop a long-range Master Plan for the Port of New York and New Jersey (PONYNJ) that will provide a framework towards maximizing land use utilization, ensuring an appropriate diversity of uses, increasing operational efficiency, and providing for enhanced revenue opportunities. Utilizing data and information from previous studies conducted by Port Authority Staff (2014-2015 Interim Land Use Plan) and external consultants (2015 Port Demand and Capacity Study), the Authority is seeking a Consultant firm with experience in preparing strategic master plans for the transportation sector, with specific knowledge about the port economy of New York–New Jersey and our expanded geographic cargo capture region.

I. PROPOSER REQUIREMENTS

The Authority will consider only those firms able to demonstrate that they meet the following qualification requirements:

- A. Five (5) years experience in providing planning services to the transportation sector, with preference for maritime port planning experience, including but not limited to freight demand forecasting, land use planning, facility planning and design, market and financial analysis, stakeholder engagement, and intermodal freight planning.
- B. Project Managers must have a minimum of five (5) years experience in the freight transportation or maritime industry, with preference in experience managing complex port planning projects.
- C. The firm has led or directed development of at least one (1) master plan for a major transportation agency or port or an agency of similar size or complexity as the PONYNJ in the last ten (10) years.

A determination that a Proposer meets the forgoing requirements is no assurance that the Proposer will be selected for performance of the subject services. Firms that do not meet these requirements shall not be further considered.

II. PROPOSAL FORMAT REQUIREMENTS

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

- A. To be acceptable, the Proposal shall be no more than 40 pages-single-sided or 20 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-page maximum single-sided or one-page double-sided, using 12-point or greater font size. The Proposal pages shall be numbered and bound, with “Your Firm Name,” and **RFP Number 45736** 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, 21st Floor, New York, NY 10007, Attention: RFP Custodian. You are requested to submit one (1) reproducible original and eight (8) copies, along with nine (9) USB copies, of your Proposal for review. In case of conflict, the reproducible original of the Proposal shall take precedence over material on the USB.

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 compact disc, and information on the reproducible original and copies of the Proposal, the Proposer shall use its **FULL LEGAL NAME WITHOUT**

ABBREVIATIONS. Failure to comply with this requirement may lead to delays in contract award and contract payments, which shall be the responsibility of the Proposer.

- E. Your Proposal should be forwarded in sufficient time so that the Authority receives it **no later than 2:00 p.m. on May 9, 2016**. The outermost cover of your submittal must be labeled to include the RFP Number and 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. 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) Include a statement indicating whether the Consultant is proposing as a single entity, or as a joint venture.

If a joint venture submits a proposal, all participants in the joint venture shall be bound jointly and severally and each participant shall execute the proposal. If a single entity proposer cannot demonstrate that it meets all of the referenced qualifications, then the single entity proposer may, with others, form a joint venture and request that the joint venture be deemed to be the Proposer (i.e. members of the joint venture may meet the qualification requirement collectively).

- 2) If the Proposer is a joint venture, the joint venture’s Proposal shall contain an executed teaming agreement or, alternatively, if the entities making up the joint venture proposer have not executed a teaming agreement, the joint venture’s proposal shall contain a summary of key terms of the anticipated agreement. If the joint venture proposer is a consortium, partnership or any other form of a joint venture, or an association that is not a legal entity, the proposal shall include a letter signed by each member indicating a willingness to accept joint and several liability until the point at which a corporation, limited liability company or other form of legal entity is formed for the purposes of undertaking the Agreement.

B. AGREEMENT ON TERMS OF DISCUSSION

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

C. COMPANY PROFILE

Complete a copy of Attachment C (Company Profile).

D. STAFF QUALIFICATIONS AND EXPERIENCE

Consultant team shall include staff with expertise in a wide range of sectors and fields, including: Port Strategic Planning (including containers, bulk, and auto cargo; industrial and commercial real estate; passenger cruise, ferry terminals, and marinas), Port Economics (including demand forecasting, market and revenue analysis), Land Use Planning (including alternatives and suitability analysis), Transportation Planning (including marine, rail, intermodal, and highway), Real Estate (including land valuation

and appraisal, leasing, and development), Engineering Design and Construction (including feasibility analysis, cost estimating, and capital program implementation), Environmental and Energy Management (including regulatory compliance, air and water quality management, hazard mitigation, climate adaptation planning, and alternative fuels), and Public Involvement and Stakeholder Engagement.

1. List the name(s), title(s) and resumes of personnel who will be assigned to perform any services requested. Resumes should detail educational background, chronological history of employment, previous work relevant to this assignment along with length of time on the relevant assignments, and any relevant licenses and/or certifications.
2. Prepare an organizational chart that identifies the key individuals who will be assigned to perform the services requested in Attachment A, their firm and office addresses, functions, task responsibilities and reporting relationships.
3. Include a profile of persons identified in the organizational chart that describes how their experience and technical capabilities will assist in the successful completion of the proposed project.
4. Provide a profile for the proposed Project Manager that demonstrates that said individual has the necessary experience to complete the services outlined in the Attachment A. Identify main projects the proposed Project Manager has managed in the past five (5) years. Include the percentage of time the individual will dedicate to this project as well as other projects, if any.

Identify subcontractors, if any, and indicate their experience and qualifications.

E. FIRM QUALIFICATIONS AND EXPERIENCE

Provide documentation of Firm's (including proposed sub-consultants) Qualifications and Experience, which includes projects similar in size and scope to that of this RFP, including, but not limited to, a list of entities for which similar services developing port Master Plans have been provided. Services may include but not be limited to strategic planning, market forecasting, land use and transportation planning, port facility planning and design, operations and capacity analysis, financial analysis, capital project planning and cost estimating, environmental management, and stakeholder engagement

Provide a list of no more than five (5) projects and contacts for the Authority to confirm provided information. Information shall be presented in a table prepared by you, to include but not be limited to, the following for each project:

- 1) Project Title
- 2) Client
- 3) Other entities assisting in project
- 4) Project Manager
- 5) Key personnel participants
- 6) Specific services provided

F. TECHNICAL APPROACH

A detailed description of the proposed technical approach to be taken for performance of the required services for each task in Attachment A, and a schedule for completion of said tasks, including milestones associated with each task. The schedule shall be

developed based on the overall Program Milestones noted in Attachment A. 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.

The technical approach for Task E shall include citation of the industry and market data the consultant proposes to use to complete the task.

For Task F, the intent is for the selected consultant to provide multiple concepts and options for utilization of port property. Consultant will then work with Port Commerce Department management to evaluate these options, ultimately bringing one concept to fruition as the Master Plan. In describing the technical approach for Task F, Proposers shall detail their proposed process for evaluating alternatives in order to arrive at a final Master Plan that best meets the needs of both the Port Authority and the region. The technical approach shall include internal milestones and a proposed schedule for the process of evaluating alternatives.

Prepare a staffing analysis for performance of each task in Attachment A, using the Excel spreadsheet in the following link: [Attachment D \(Staffing and Cost Analysis Sheet\)](#). Include names, titles, multipliers(if applicable), actual hourly pay rates and billing rates (for principals and partners) of staff to be assigned to the performance of each task, and the total number of hours to be spent by each of them in the performance of each task, including out-of-pocket (direct) expenses, if any. Provide the a breakdown of said multipliers, indicating all of its components (e.g., vacation, holiday, sick pay, workers' compensation, office rent, insurance, profit). Please note that allowable out-of-pocket expenses shall not include daily commutation or housing costs or any relocation costs that may be incurred by proposed staff in performance of the contemplated services. Include the estimated total hours and cost per task and sub-task, and grand total cost in sum.

If proposing the use of subconsultant(s), include the terms and conditions for their compensation (including their multiplier and/or billing rates as appropriate), their Minority/Women-owned Business Enterprise (M/WBE) status and the technical qualifications of their key personnel to be assigned to the subject project

G. MANAGEMENT APPROACH

A detailed description of the proposed management approach to be taken for performance of the required services for each task in Attachment A. Factors addressed in your management approach shall include, but are not limited to: your proposed organizational structure to be responsive to the Authority's needs; your proposed approach and schedule for keeping the client apprised of the project status; and your proposed approach to ensuring the quality and timeliness of the work product to be produced. Include a proposed organizational chart for this project, with the names and office locations of all employees assigned to the project.

Your attention is directed to Paragraph 22 of the Agreement in which the Authority has stated the MBE/WBE goals for participation in this project. Submit details on how you intend to meet these goals. A listing of Port Authority certified MBE/WBE firms will be provided upon request.

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

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

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

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

Subsequent to Agreement award, all changes to the MBE/WBE Participation Plan must be submitted via a modified MBE/WBE Participation Plan to the Manager for review and approval by OBDCR. For submittal of modifications to the MBE/WBE Plan, Consultants are directed to use form PA3760D. The Consultant shall not make changes to its approved MBE/WBE Participation Plan or substitute MBE/WBE subconsultants or suppliers for those named in their approved plan without the Manager's prior written approval. Unauthorized changes or substitutions, including performing the work designated for a subconsultant with the Consultant's own forces, shall be a violation of this section. Progress toward attainment of MBE/WBE participation goals set forth herein will be monitored throughout the duration of the Agreement.

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

MBE/WBE Conditions of Participation

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

1. Commercially Useful Function: An MBE/WBE is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of work on a contract and carries out its responsibilities by actually performing,

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

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

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

Counting MBE/WBE Participation

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

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

2. Material Suppliers: Sixty percent (60%) of the expenditure to a MBE/WBE material supplier will be counted toward the MBE/WBE goal. Packagers, brokers, manufacturer's

representatives, or other persons who arrange or expedite transactions are not material suppliers within the meaning of this paragraph.

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

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

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

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 form of Agreement and all of its terms and conditions. The Proposer should therefore not make any changes in the 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.

IV. SELECTION PROCESS:

The review, rating and ranking of Proposals shall first be based upon the technical qualifications as indicated below. The qualifications-based selection shall take into consideration the following technical qualifications, listed in order of importance, and subsequently cost, as appropriate:

- A. Qualifications and experience of the staff, including subconsultants, performing services hereunder;
- B. Qualifications and experience of the firm;
- C. Technical Approach for the performance of the contemplated services, and

D. Management Approach for the performance of the contemplated services.

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

V. ORAL PRESENTATIONS:

After review of all Proposal submissions, an oral presentation to the selection committee and others, as appropriate, may be requested. It should be noted that firms selected to make presentations may be given short advance notice. Presentations would be limited to 30 minutes, and include the material contained in your Proposal. The presentation would be followed by an approximately 30-minute question and answer session. Proposer's staff providing the presentation shall be led by the proposed Project Manager, who may be supported by no more than four (4) other senior staff members proposed to work on this project. Notification of presentation scheduling is made by email. Please provide the name and email address of the person who should be contacted for presentation scheduling, as well as an alternate in the event that person is unavailable.

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 http://www.panynj.gov/DoingBusinessWith/contractors/html/other_info.html. Additionally, Proposers are encouraged to periodically access the Authority website at http://www.panynj.gov/DoingBusinessWith/contractors/html/current.php#prof_ad for RFP updates and addenda.

If your firm is selected for performance of the subject services, you will be required to have your employees, subconsultants, and their employees execute Authority approved Non-Disclosure Agreements and Acknowledgements. No documents, studies, or information provided to you by the Authority may be used by your firm or its employees or subconsultants for any purposes other than development of the Port Authority's Port Master Plan.

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 its Proposal explaining why any such certification(s) cannot be made. Such a submission shall be submitted in a separate envelope along with your Proposal, clearly marked "CERTIFICATION STATEMENT."

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

business organizations to obtain appropriate Business Registration Certificates from the Division of Revenue of the State's Department of the Treasury.

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 to you of one copy executed by the Authority will effectuate the Agreement.

Should you have any questions, or to request access to information and/or materials referenced in Attachment A, Section V., that are not available on the Authority's website, please contact Jessica Smith, Principal Contract Specialist, by email at JLSmith@panynj.gov. All such emails must have "RFP 45736" in the subject line. The Authority must receive all questions no later than 4:00 P.M., seven (7) calendar days before the RFP due date. Neither Ms. Smith nor any other employee of the Authority is authorized to interpret the provisions of this RFP or accompanying documents or give additional information as to their requirements. If interpretation or additional information is required, it will be communicated by written addendum issued by the undersigned and such writing shall form a part of this RFP, or the accompanying documents, as appropriate.

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

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

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

Sincerely,

David Gutiérrez, CPPO
Assistant Director
Procurement Department

Attachments

ATTACHMENT A

PERFORMANCE OF EXPERT PROFESSIONAL PORT PLANNING SERVICES FOR THE DEVELOPMENT OF A LONG-RANGE MASTER PLAN FOR THE PORT OF NEW YORK AND NEW JERSEY ON AN “AS NEEDED” BASIS

I. BACKGROUND

For background with respect to The Port Authority of New York and New Jersey (the “Authority”) see 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 Port of New York and New Jersey (PONYNJ) is a major economic engine for the New York/New Jersey region. It is the third largest container port in North America and the largest port complex on the East Coast. Each year more than 73 million tons of ocean borne general cargo moves through PONYNJ. PONYNJ is collectively comprised of the following facilities:

A. PORT NEWARK

Located in the City of Newark in New Jersey, Port Newark is an approximately 930 acre facility. The marine terminal includes the Port Newark Container Terminal, ExpressRail Port Newark, the Red Hook barge service, two auto facilities (Toyota and FAPS), public berths, and number of bulk terminals, warehousing/distribution, and other tenants. The Port Newark marine terminal is owned by the City of Newark and has been leased by the City to the Port Authority since March 22, 1948. The City of Newark and the Port Authority have a long-term agreement through December 31, 2065. In accordance with the lease terms, the Port Authority makes annual lease payments to the City of Newark. Recently, the City of Newark solicited a Request for Expressions of Interest and Information (RFEII) to obtain ideas and information for maximizing the economic benefits from this facility; the submission period ended February 16, 2016.

1. Port Newark Container Terminal: This 269-acre terminal has a ship berth length of 4,400 feet and the dock depth ranges from 40-50 feet. The terminal has nine container cranes.
2. ExpressRail Port Newark: Rail service is provided by CSX and provides for the shipment of containers and cargo from the Port Newark Container Terminal to consumer markets in the Midwest and Canada. ExpressRail Port Newark has four loading tracks, totaling approximately 10,000 linear feet, with a lift capacity of 250,000 lifts per year, and can provide double stack service.
3. Red Hook Barge Terminal: This 30-acre terminal supports a container-on-barge service operating between Red Hook Container Terminal in Brooklyn and Port Newark, New Jersey. The Barge Terminal contains two shore side gantry cranes.

B. ELIZABETH-PORT AUTHORITY MARINE TERMINAL

Located in the City of Elizabeth in New Jersey, Elizabeth Marine Terminal comprises approximately 1,257 Port Authority-owned acres consisting of container terminals, an ExpressRail facility, and cargo distribution facilities.

1. Maier Terminal: Located in Elizabeth, New Jersey, the 450-acre facility has 10,128-feet of ship berths with a dock depth ranging between 45-50 feet. There are 18 container cranes.
2. APM Terminal: Also in Elizabeth, APM Terminal is a 350-acre facility adjacent to Maier Terminal. APM Terminal has a total ship berth length of 6,001 feet, and 15 container cranes. The facility also has dock depths ranging from 45-50 feet.
3. ExpressRail Elizabeth: ExpressRail Elizabeth is located at the Elizabeth-Port Authority Marine Terminal between Maier and APM Terminals, serving both container terminals. ExpressRail Elizabeth is operated by Millennium Marine Rail and is served by the CSX and Norfolk Southern railways. The facility has 18 tracks, approximately 40,000 linear feet of loading track, lift capacity of 800,000 lifts per year, and is able to provide double stack service to enable carrier customers to ship their cargo to desirable markets in the Midwest and Canada.

C. PORT JERSEY – PORT AUTHORITY MARINE TERMINAL

Located in the cities of Jersey City and Bayonne in New Jersey, Port Jersey is an approximately 388-acre Port Authority-owned facility consisting of Global Container Terminal (GCT)-Bayonne, Cape Liberty cruise port, BMW auto-processing facility, Bayonne Dry Dock and Repair, the Greenville Yard rail facility, and a number of vacant buildings that formerly comprised the Military Ocean Terminal Bayonne. This facility also includes a public-access park and fishing pier in Bayonne. Construction of an ExpressRail facility at Greenville Yard to serve Global Marine Terminal (with a capacity of 250,000 lifts per year) is expected to commence in late 2016 and be completed by the end of 2019. In addition, work is in progress to repair and expand New York New Jersey Rail, LLC, a railroad, which conducts cross-harbor float operations across the Hudson, connecting to the 65th Street Yard in Brooklyn.

GCT-Bayonne Terminal: Located in Jersey City, this container terminal is 170 acres, with six container cranes. The facility has a ship berth of 2,700 feet and a dock depth of 50 feet. In addition, it is the first container terminal in NY/NJ to employ automation to improve efficiency and safety in the terminal.

D. HOWLAND HOOK MARINE TERMINAL/PORT IVORY

Located in Staten Island, New York, this 350-acre facility contains the GCT-New York container terminal, ExpressRail Staten Island, as well as vacant industrial land, some of which is currently being used for construction staging for the Goethals Bridge Replacement project. Howland Hook Marine Terminal is leased to the Port Authority by the City of New York for a term expiring in 2058.

1. GCT-New York Terminal: Located in Staten Island, this 187-acre container terminal has a ship berth length of 3,012 feet and nine container cranes. The depth of the dock at New York Container Terminal ranges from 37-45 feet.

2. ExpressRail Staten Island: ExpressRail Staten Island utilizes the services of CSX Corporation and Norfolk Southern Corporation railways to ship cargo to western and northern markets in the Midwest and Canada. ExpressRail Staten Island has seven loading tracks totaling approximately 9,000 linear feet and a capacity of 200,000 lifts per year.

E. BROOKLYN – PORT AUTHORITY MARINE TERMINAL

Located in the Red Hook neighborhood of Brooklyn, New York, this 122-acre facility contains a container terminal operated by Red Hook Container Terminal, LLC and the Brooklyn Cruise Terminal, as well as warehousing and distribution facilities. The Port Authority owns the majority of the Site, although outlying lots on the eastern edge of the Site are owned by the City of New York.

1. Red Hook Container Terminal (RHCT): The 65.6-acre terminal, consisting of Piers 9a, 9b, and 10, has a container ship berth that is 2,080 feet long, and a break-bulk ship berth that is 3,410 feet long. The terminal has four container cranes and a dock depth of 30 to 40 feet. RHCT includes barge service to the Port Newark barge terminal.
2. Piers 11 and 12: Piers 11 and 12 (including the Brooklyn Cruise Terminal) are leased to the New York City Economic Development Corporation (NYCEDC) for a term expiring on December 31, 2029, which lease contains extension options that can extend the lease term through 2058.

II. SCOPE OF WORK

Utilizing data and information from previous studies conducted by Port Authority Staff (2014-2015 Interim Land Use Plan) and external consultants (2015 Port Demand and Capacity Study), the selected Consultant shall develop a long-range Master Plan for the PONYNJ. The Master Plan will provide a framework towards maximizing land utilization, ensuring an appropriate diversification of uses, increasing operational efficiency, and providing for enhanced revenue opportunities.

The Master Plan will guide the PONYNJ to its desired pattern of growth and development. The planning process will include development of goals and guiding principles for the Port Commerce Department, informed by a stakeholder engagement process, including outreach to tenants, industry representatives, and host communities in order to seek input, identify opportunities, and flag issues of concern. The Master Plan shall identify and incorporate the evolving transportation and logistics trends impacting the maritime port sector and the region over the next 30+ years, as well as include detailed studies and analysis of each of the existing port facilities and identify opportunities for future development, densification, consolidation, and/or expansion. This Master Plan effort will culminate in recommendations and implementation strategies that will provide practical guidance and direction for efficiently managing the PONYNJ's growth. The Master Plan will require extensive input from the maritime industry, as well as coordination with government agencies and neighboring communities. An intensive initial outreach phase will be held to gather information and understand the concerns and desires of various stakeholders, with continued follow-up with stakeholders throughout the process of developing the Master Plan, and concluding with presentations of the final document to internal and external stakeholders as

set forth in the Visioning and Stakeholder Engagement as described in Section III. Task D (and Section IV, below?).

III. DESCRIPTION OF CONSULTANT'S TASKS

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

TASK A. PROJECT SCHEDULE

1. Prepare a detailed schedule for performance of all tasks listed herein. Said schedule shall include milestones and interdependencies, and provide for meetings, presentations, submittals, document review and incorporation of Authority comments after submittals and presentations.
2. Submit a draft schedule to the Authority for review. Incorporate Authority comments and resubmit three days of receipt of Authority comments as Final.

TASK B. MEETINGS

Meetings will typically take place at the Authority's offices located at 4 World Trade Center, New York, NY, the New Jersey Marine Terminal's Administrative Building in Newark, NJ, the New York Marine Terminal's Administrative Building in New York, NY, or at other Authority facilities, as required. Meetings shall occur as noted in this document, or the final project schedule or as otherwise required by the Authority. As part of this Task B, the Consultant shall participate in all meetings with Authority staff and others as follows:

1. Kick-off Meeting: Meet with Authority staff to introduce team members and ensure a complete understanding of the project objectives, scope, and schedule.
2. Interim Meetings: Attend monthly meetings with Authority staff to review progress as well as address any issues. Unless otherwise requested by the Authority, prepare draft agenda for all meetings two (2) business days prior to each meeting, and submit to the Authority for review. Incorporate comments and distribute to meeting members as final.
3. Minutes: Prepare, and submit to the Authority for all meetings at which the Consultant attends within three (3) business days of the meeting. Minutes shall clearly identify items requiring follow-up action. Incorporate Authority comments as required and resubmit or distribute the minutes as required and as final, within five (5) business days of receipt of Authority comments. Implement follow-up actions as appropriate. As part of final meeting minutes, submit a record of follow-up items and actions taken.
4. Facilitate meetings with the Authority's leadership team to identify their goals for the PONYNJ and primary opportunities and challenges. Involve other Authority stakeholders to obtain their input and give visibility to this effort, including but not limited to the following departments: Real Estate, Government and Community Relations, Marketing, Planning, Procurement, Treasury, Law, Management and Budget, as well as the Executive Director and the Board of Commissioners.
5. Final Presentations: Present the Master Plan to the Authority, the Authority's Executive Management/Board of Commissioners, and others as determined in the Engagement & Communication strategy, as set forth in Section IV below.

TASK C. DOCUMENT REVIEW

1. Review all available documents, including but not limited to those referenced herein in Section V as well as documents previously completed for and in support of this Project, and those to be provided to the Consultant during the performance of the requested services. Said documents shall be identified in a separate transmittal from the Project Manger to the Consultant as they are transmitted.
2. Document your findings and requirements noted through the review.
3. Meet with Authority staff and others, as required, to discuss the Consultant's findings.

TASK D. VISIONING & STAKEHOLDER ENGAGEMENT

1. Visioning Workshops: The Consultant shall lead at least two (2) internal workshops with the Authority's leadership team to identify Port Commerce's needs and desires and develop a preliminary set of guiding principles. Following the conclusion of the initial phase of outreach to internal and external stakeholders, lead at least an additional two (2) workshops with Authority staff to incorporate stakeholder feedback and finalize the vision/guiding principles.
2. Stakeholder Engagement: Develop and implement a Stakeholder Engagement Plan in close consultation with all appropriate Port Authority staff which may include but not be limited to interviews, design charrettes, Technical and Stakeholder Advisory Committees, and other strategies for industry and public involvement, to ensure that information and input is obtained throughout the planning process and incorporated into the Master Plan, as appropriate.
 - a. Stakeholder engagement shall include but not be limited to outreach to the following parties:
 - 1) Industry Representatives: Terminal managers, shipping lines, beneficial cargo owners, trucking industry, railroads (CSX, NS, Conrail), harbor and bar pilots, warehousing/distribution and third-party logistics providers, customs house brokers, freight forwarders, intermodal equipment providers, and real estate brokers.
 - 2) Elected officials: New York and New Jersey local, state, and federal government, elected officials from host communities
 - 3) Public: Community organizations and neighborhood groups
 - 4) Government Agencies and Regulators: U.S. Maritime Administration (MARAD), Customs & Border Protection, Coast Guard, U.S. Army Corps of Engineers, State and City Departments of Transportation, State and City Economic Development Corporations, State, City and Federal Environmental Regulators, Metropolitan Planning Organizations,
 - 5) Waterfront Labor Organizations: New York Shipping Association (NYSA), United States Maritime Alliance (USMX), Waterfront Commission, Metropolitan

Marine Maintenance Contractors Association (MMMCA), International Longshoremen's Association (ILA)

- 6) Consultant shall consider including local university students and faculty (public policy, planning, transportation) as appropriate.
 - b. Based on input from both internal and external stakeholders, develop a set of guiding principles for regional port development, set forth desired outcomes in the form of strategic goals, and set benchmarks and metrics by which to evaluate the Authority's success in meeting these goals.
3. Vision Statement, Guiding Principles, Goals, and Metrics
- a. Taking into consideration both regional needs and the Authority's business requirements, develop a Vision Statement and set of Guiding Principles for future port development, using the Port Commerce Department's existing Vision & Mission statement, located within the Port Commerce Department's Business Plan, as a starting point.
 - b. Develop a prioritized list of potential outcomes for stakeholders (e.g. improvements in cost, reliability, and/or efficiency of using the port; jobs generation; increased revenues for the Authority; reduction of environmental impacts; improved utilization of underperforming assets; maintain safety and security; etc.).
 - c. Select and benchmark a set of indicators that can be used to measure the PONYNJ's progress toward achieving desired outcomes and set goals for these metrics based on industry best practices. Develop an approach to quantitatively compare projects and strategies during the iterative development of the Master Plan. This approach shall include consideration of regional benefit-cost in addition to the Authority's financial benefit-cost. Develop quantitative tools that Authority staff can continue to use after completion of the Master Plan to evaluate opportunities and measure progress towards achieving the goals set forth in the final Master Plan.

TASK E. MARKET ANALYSIS AND PORT ASSESSMENT

Conduct a thorough analysis of maritime industry trends and developments as well as neighborhood development trends that will impact the PONYNJ. Analyze the ability of PONYNJ to meet future demand and identify changes to land use, assets/equipment, and operating practices required to meet future demand while generating increased revenues for the Authority and increased economic activity for the region. The market analysis shall include an examination of regional issues that affect how local, regional, and national markets access and use PONYNJ.

1. Existing Conditions:

Develop a clear understanding of existing conditions at the PONYNJ and how these compare to comparably-sized ports around the world. Document existing conditions at the PONYNJ, including, but not limited to:

- a. Land Use: Develop a facility inventory and document existing land uses (using existing Port Commerce Department's land use plans as a base).

- b. Compliance: Identify regulatory context and constraints, including Title VI, environmental regulations, ILA work rules, FAST Act, Port Authority bond covenants, Port Statute, etc.
- c. Financial Benchmarking: Review leases and develop a set of financial benchmarks documenting existing levels of revenue per acre for each of the main categories of use (e.g. container, auto, bulk, rail, and warehouse).
- d. Efficiency Benchmarking: Develop and document a set of efficiency and performance benchmarks (e.g. throughput per acre, turn-time, dwell-time, etc.) that are typically used in the industry.

2. Market Analysis:

- a. Conduct a comprehensive analysis of industry trends and market forces, including projections about future ship size, ports of call, short sea shipping, short haul rail, transship trends, transloading, inland ports, etc. Identify emerging technological developments and changes in operating strategies, and document current best-in-class practices. Utilize the Authority macroeconomic forecast as the baseline for regional demographic and population trends.
- b. Define the market capture region for PONYNJ, which may be different for different types of business, and identify how far the PONYNJ discretionary market can stretch, geographically. Conduct a market assessment analyzing commodity growth and demand projections for the following goods and services over the next 30 years:
 - 1) Cargo: Container, bulk (dry and liquid), break-bulk, auto, heavy-lift
 - 2) Energy, including LNG
 - 3) Cruise (homeport and port of call)
 - 4) Ferry (commuter)
 - 5) Warehousing/distribution, including analysis of distribution center trends and location decision making (e.g. e-commerce fulfillment centers)
 - 6) Redevelopment of underperforming assets with non-maritime uses (real estate development)
 - 7) Other passive uses (marina, recreational)

For each good or service listed above, identify base, optimistic, and pessimistic cases for the PONYNJ. For any of the markets not currently served by the PONYNJ, assess the potential of introducing these markets and evaluate their opportunity costs. Identify potential for other value-added services at port properties. The Consultant shall provide its own industry and market data to conduct the market analysis.

3. Capacity Assessment:

- a) Evaluate the adequacy of existing infrastructure at the PONYNJ to meet projected capacity demand. For rail and highway linkages, focus on on-port infrastructure but identify off-port areas of concern that may limit the ability of the PONYNJ to effectively meet demand. Evaluate the adequacy of the following facilities:

- 1) Container terminals
 - 2) Auto, bulk, break-bulk
 - 3) Heavy-lift/project cargo
 - 4) Berths
 - 5) Rail
 - 6) Road/Highway
 - 7) Cross-harbor cargo movement (rail-float, container on barge, trailer on barge)
 - 8) Cruise terminals (including berthing, parking, transportation access, traffic impacts)
- b) Identify timing of capacity shortfalls and propose solutions to address said shortfalls and optimize port effectiveness, including changes to operating practices, technology, terminal infrastructure, cargo handling equipment, port access control, road and rail connectors, etc. Analysis of infrastructure adequacy shall be conducted in light of future climate and sea level projections. If acquiring additional land is identified as a need to meet future demand, identify potential properties for acquisition.

TASK F. MASTER PLAN

1. Master Plan Development:

- a. Based on the work completed in Tasks D and E, develop a Master Plan that sets forth a framework for the growth, development, and increased efficiency of the PONYNJ over the next 30 years. Develop short (5 years), mid-range (10-15 years), and long-range (30 years) recommendations and strategies. This Master Plan shall optimize the ability of the PONYNJ to meet future demand while generating increased revenues for the Authority and increased economic activity for the region.
- b. Consult with Authority leadership and other internal and external stakeholders to discuss different development approaches before settling on the preferred Master Plan. This may include a series of workshops prepared and presented by the Consultant, in consultation with Authority project team, and conversations with Authority leadership, industry stakeholders, and design charrettes, as required.
- c. Present the Authority with a clear analysis of the revenue implications of different land uses, operating alternatives, and disposition, in order to enable effective decision-making. Proposed strategies and investments shall be prioritized by the magnitude of benefit (e.g. additional capacity, efficiency improvements) versus cost criteria (capital investment, life cycle operating costs), consistent with the vision and benchmarks developed in Task D and E.
- d. Consider opportunities such as inland ports and other off-port support facilities, free-trade zone expansion, short sea shipping, interharbor barge, expansion of overweight corridors and other strategies during the development of the Master Plan. Consider proposed uses of port facilities in the context of existing and planned development on adjacent non-Authority property. Obtain and review local community planning documents with assistance provided by the Authority's Government and Community

Relations (GOCOR) and Port Commerce staff. Consider the consolidation and/or redevelopment of existing underperforming assets to non-port or freight uses where deemed appropriate.

- e. The Master Plan shall address, but is not limited to:
- 1) Land use at each of the four port facilities (Port Newark/Elizabeth, Port Jersey, Staten Island, Brooklyn)
 - 2) Capital investments, including land acquisitions. Identify the type, order of magnitude cost, and timing of port investment/development needs.
 - 3) Operating strategies, including technologies
 - 4) Leasing strategies
 - 5) Funding strategies
 - 6) Environmental considerations such as resiliency/hazard mitigation, climate change, and emissions reduction.
 - 7) Disposition considerations
2. Master Plan Document: Prepare a Master Plan report documenting the selected development approach, including illustrative charts, maps, and graphics. The final Master Plan document shall have the option to be made available as well as be appropriate for sharing with the public, visually compelling, and its key points clear and easily discernible to a broad range of audiences, consistent with the Stakeholder Engagement and Communication Plan developed by the Consultant and approved by the Authority.
 3. Master Plan Presentations: Present Master Plan (stated in 2 above) to the Authority’s Executive Management and Board of Commissioners, and other stakeholders (e.g. local elected officials), consistent with the Stakeholder Engagement and Communication Plan developed by the Consultant and approved by the Authority.

IV. DELIVERABLES

Specific deliverables include, but are not limited to those contained in the following chart. The durations associated with each Deliverable are meant to provide a framework for this Agreement.

<u>TASK</u>	<u>DELIVERABLE</u>	<u># OF DAYS FROM NTP</u>
A	Project Schedule	15
C	Document Review	30
D	Visioning and Stakeholder Engagement	50
E	Market Analysis and Port Assessment	180
D, E, & F.1	Analysis & Recommendations Report	300
F.2 & F.3	Master Plan Document & Presentations	450

1. Stakeholder Engagement and Communication Plan: Document the proposed strategy for obtaining input from internal and external stakeholders throughout the Master Plan process. The Strategy shall include proposed methodologies for stakeholder involvement (e.g. interviews, charrettes, Technical and Stakeholder Advisory Committees) and a schedule for proposed outreach. The Strategy shall encompass initial outreach, interim ‘check-ins’, and final presentation of the Master Plan.
 - a. The Strategy shall include an internal communications component, which sets forth the process of how information will be obtained throughout Tasks D, E, and F and how information gets communicated to and vetted by Port Commerce staff, Authority Executive Management, and the Board of Commissioners in order to arrive at the final Master Plan (e.g. memoranda for consideration by the Port Commerce leadership team, interactive workshops, etc.).
 - b. Meet with the Authority’s team to review the draft Stakeholder Engagement and Communication Strategy. The Consultant shall finalize the Strategy per feedback received from the Authority following that meeting. Upon approval by the Authority, the Consultant shall work in conjunction with designated Port Commerce and Public Affairs staffs to implement the Strategy.

Format: The Stakeholder Engagement Plan shall be submitted electronically in Word and PDF form to The Authority.

2. Technical Memoranda: Upon completion of each subtask of Tasks D and E, prepare and submit draft memoranda documenting the work effort and findings of that subtask (e.g. stakeholder outreach, market analysis, capacity assessment), including all backup analysis and documentation.

Format: Memoranda shall be submitted electronically in Word and PDF form along with any backup analytical files in their original digital formats (Excel, CAD, GIS, etc.) to the Authority.

3. Analysis and Recommendations Report: After Tasks D, E, and F.1. are complete, the Consultant shall compile the technical memoranda and information obtained and analyzed during the iterative development of the Master Plan into a detailed draft Analysis and Recommendations Report. The Report shall include all pertinent information including but not limited to financial and quantitative/qualitative analyses, appropriate charts, graphs and drawings, and preliminary estimates for costs associated with all recommendations. Revise and supplement the report as needed at the conclusion of Task F to document any additional recommendations and strategies that emerge during the development of the Master Plan Document. Meet with the Authority’s team as appropriate to review the draft report submittal.

Format: Draft Report shall be submitted electronically in Word and pdf form along with any backup analytical files in their original digital formats (Excel, CAD, GIS, etc.) to the Authority. Provide ten (10) bound copies of the Report.

4. Master Plan Document: The final Master Plan document shall be appropriate for sharing with the public and contain the minimum level of detail necessary to support proposed investments and operating strategies. The document shall be visually compelling and its key points should be clear and easily discernible to a broad range of audiences.

- a. Submit a draft Table of Contents including a list of figures and graphics prior to developing the draft document. Upon approval of the Table of Contents by the Port Authority, the Consultant shall prepare a draft report including appropriate charts, graphs and drawings. The Consultant shall meet with the Port Authority team to review the draft report submittal. After receiving approval from the Port Authority to proceed, the Consultant shall prepare the finalize the document. The Consultant shall also prepare materials required for presentation of the results to internal and external stakeholders.

Format: Report shall be provided electronically in Word and pdf, including any exhibits and attachments along with any backup analytical files in their original digital formats (Excel, CAD, GIS, etc.) to the Authority. The Consultant shall also provide 50 bound hard copies of the final Master Plan.

V. INFORMATION AND MATERIALS PROVIDED BY THE AUTHORITY

The Authority will make available for the Consultant the documents specified below in Subsection A, upon submission, by the Consultant, of a signed Non-Disclosure and Confidentiality Agreement and Acknowledgments. The provided information shall not be reproduced for other purposes, discarded in public trash receptacles, posted on unauthorized public portals such as websites and internet sites, or distributed to others without written approval of the Authority. Once the provided documents are no longer needed, the recipient shall ensure appropriate disposal of the protected information, as outlined in the Port Authority Information Security Handbook (<http://www.panynj.gov/business-opportunities/pdf/Corporate-Information-Security-Handbook.pdf>).

The Authority will make available for the Consultant's information the documents specified below by appointment 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. The Authority makes no representation or guarantee as to, and will not be responsible for, their accuracy, completeness or pertinence and, in addition, will not be responsible for any conclusions drawn therefrom. They are made available to the Consultant merely for the purpose of providing 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.

The documents specified under A below 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.

A. Available Documents Include:

- 1) 2014-2015 Interim Land Use Plan
- 2) 2015 Port Demand and Capacity Study

B. The documents specified below are available as Reference Documents for the subject work.

- 1) Port Performance Task Force Recommendations (2014)
- 2) Comprehensive Port Improvement Plan (2005)
- 3) Goods Movement Action Plan (G-MAP)
- 4) Any Port Authority bond covenants or bylaws that restrict use of port properties

VI. CONDITIONS AND PRECAUTIONS

A. General

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

Vehicular traffic on any Port Authority site shall always have priority over any and all of the Consultant's operations.

B. Work Areas

The Consultant shall limit work at Authority facilities to the areas necessary for the performance of Consultant's work and shall not interfere with the operation of the facility without first obtaining specific approval from the Authority.

The Consultant shall not permit any objects or pieces of equipment to lie unattended on roof, sidewalks, roadways or structures at any time.

C. Work Hours

Any work performed at the Authority's facilities shall be between the hours of 8:00 A.M. and 4:30 P.M., Monday through Friday, unless otherwise directed by the Authority.

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

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

1. Commercial Liability Insurance:

- a. 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 directed to perform services airside in absence of an approved escort, the Commercial General Liability Insurance and Automobile Liability Insurance provided by the Consultant 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 "Port Authority of New York and New Jersey and its related entities as additional insured and shall contain an endorsement that the policy may not be canceled, terminated or modified without thirty (30) days written advance notice to the Project Manager as noted below. Moreover, the Commercial General Liability policy shall not contain any provisions (other than a Professional

Liability exclusion, if any) for exclusions from liability other than provisions or exclusions from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy (ies) and certificate of insurance shall contain separation of insured condition (cross-liability) and severability of interests provisions so that coverage will respond as if separate policies were in force for each insured.

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

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

2. Workers' Compensation Insurance:

- a. 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. A waiver of subrogation in favor of the Authority and its related entities, as allowed by law, shall be included.
- b. 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:
 - i. United States Longshoremen's and Harbor Workers' Compensation Act Endorsement.
 - ii. Coverage B Endorsement - Maritime (Masters or Members of the Crew of Vessels), in limits of not less than \$1,000,000 per occurrence.
 - iii. Amendments to Coverage B, Federal Employers' Liability Act in limits of not less than \$1,000,000 per occurrence.

3. Professional Liability Insurance:

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

4. Compliance:

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

1. Renewal certificates of insurance or policies shall be delivered to the Facility Contract Administrator, Port Authority 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 on the facility. If at any time any of the certificates or policies shall become unsatisfactory to the Port Authority, the Consultant shall promptly obtain a new and satisfactory certificate and policy.
2. If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as above required, then, if the Project 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 Project Manager to order suspension), then the Authority may, at its option, obtain insurance affording coverage equal to the above required, the cost of such insurance to be payable by the Consultant to the Authority.
3. Upon request of the General Manager, Risk Management/Treasury, the Consultant shall furnish to the Authority a certified copy of each policy itself, including the provisions establishing premiums.
4. The requirements for insurance procured by the Consultant shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Consultant under this Agreement. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Consultant against the obligations imposed on them by law or by this or any other Agreement.
5. The Authority may at any time during the term of this Agreement change or modify the limits and coverages of insurance. Should the modification or change result in an additional premium, the General Manager, Risk Management for the Authority may consider such cost as an out-of-pocket expense.

P.A. Agreement #PCD-16-***

DATE

FIRM

ADDRESS

CITY, ST ZIP

Attention: CONTACT, TITLE

SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL PORT PLANNING SERVICES FOR THE DEVELOPMENT OF A LONG-RANGE MASTER PLAN FOR THE PORT OF NEW YORK AND NEW JERSEY ON AN "AS NEEDED" BASIS

Dear CONTACT:

1. The Port Authority of New York and New Jersey (the "Port Authority" or "Authority") hereby offers to retain FIRM ("the Consultant" or "you") to provide expert professional services as more fully set forth in Attachment A, which is attached hereto and made a part hereof.

This Agreement shall be signed by you and the Authority's Chief Procurement Officer. As used herein and hereafter, the "Director" means the Director, Port Commerce Department of the Authority, or their duly authorized representatives acting within the scope of the particular authority vested in them.

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.

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 *****, at (***) ***-****, or e-mail address ****@panynj.gov.

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

3. 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. Approval of such cost and direction from the Director in writing to proceed shall effectuate the performance of services under this Agreement. After the point at which your expenditures for such services reach such approved estimated cost, you shall not continue to render any such services unless you 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.

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

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

6. You 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 amount of **\$***,***.00** (**************) 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.

7. As full compensation for all your services and obligations in connection with this Agreement, the Authority will pay you the total of the amounts computed as set forth below, subject to the limits on compensation and the provisions set forth above. Subject to the terms and conditions below, travel time is not reimbursable unless approved in advance and in writing by the Authority.

A. 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 architects, engineers, technical staff, 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 staffing analysis 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 Chief Engineer 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 access to the Authority, federal Form I-9 (Employment Eligibility Verification) for each individual hired by the Consultant, performing services hereunder. This includes citizens and noncitizens.

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 costs 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 it is the intention of the Authority to grant an increase 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 therefore in all cases be finally determined by the Chief Engineer or their designee, in their sole and absolute discretion.

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, 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 Chief Engineer in writing. The Project Manager for the Authority shall have the right to authorize and approve premium payments up to a total amount of one thousand dollars (\$1,000) per occasion. Payments above said total amount shall be subject to the prior written authorization of the Chief Engineer. 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. An amount equal to the amounts actually paid to subconsultants hereunder who have been retained after the written approval by the Chief Engineer 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.

D. Out-of-pocket expenses, approved in advance by the Chief Engineer, 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 Chief Engineer and computed as follows for the reproduction of submittal drawings, specifications and reports:

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

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

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

When the Consultant uses his personal vehicle to provide services within the Port District the Consultant shall 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 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 advance in writing by the Chief Engineer. The cost for all meals and lodging on approved overnight trips are limited to the amounts established by the GSA for that locality.

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

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

E. As used herein:

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

"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 architects, engineers, designers, drafters or other professional and technical employees of the Consultant, for time actually spent directly in the performance of technical services hereunder and recorded on daily time records which have been approved by the employee's immediate supervisor, excluding the time of any employee of the Consultant to the extent that the time of such employee of the Consultant is devoted to typing/word processing, stenographic, clerical or administrative functions. Such functions shall be deemed to be included in the rates referred to in subparagraph A above.

8. The Authority reserves the right to make changes to any portion of the Work.

A. The Consultant shall immediately notify the Authority, in writing, of any change in the work scope either requested by the Authority or desired by the Consultant. Such notice shall be in the form of an "Initial Notice of Change" and shall include a detailed Statement of Work describing the change and the reasons for it. Upon the Authority's acknowledgment of the proposed change order, the Consultant will be requested to submit a Cost Proposal that must include the estimated hours by element of work and the applicable fully loaded hourly rate(s), other direct charges, if any, and subconsultant charges, if any, in the same detail as cost elements for the Consultant, in accordance with the provisions of this Agreement related to compensation, as well as any schedule adjustment arising from the change. The amounts to which both parties agree with the proposed change will be incorporated into the Agreement by issuance of a Change Order.

B. If the Consultant does not agree with any schedule or cost decision of the Authority related to said change, the Consultant shall diligently perform all such work as directed by the Authority. The Consultant must issue any related claim to the Authority within five (5) work-

days of the Authority's request to perform said change. Upon receipt, the Authority may consider the claim. If accepted, in whole or part, the Authority will issue a Change Order. The performance of all such services shall comply with the requirements of this Agreement except as otherwise mutually agreed upon by the parties, in writing.

The Authority reserves the right to delete any item of the work in whole or in part. The Director must authorize such deletions in writing.

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 provisions 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 shall have the right to audit all such records.

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

10. On or about the fifteenth (15th) 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 fifteen (15) 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 contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the services to be performed hereunder except upon prior written approval and instructions of the Director, provided, however, that data from manufacturers and suppliers of material shall be obtained by you when you find such data necessary unless otherwise instructed by the Director.

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

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

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

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, his 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 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 any ideas or methods represented by them for any purpose and at any time without other compensation than that specifically provided for herein. You agree to contract with your employees for the benefit of the Authority to insure that the Authority has such rights and to give to the Authority or any party designated by the Authority all assistance reasonably required to perfect the rights herein above stated. You shall indemnify and hold harmless the Authority against any claims of proprietary rights infringement arising out of such use of your work product.

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

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

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 or to impose any obligation on the Authority to such subconsultant or 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 Contract.

A. Consultant hereby agrees that no person on the ground of race, color, national origin, creed/religion, sex, age or handicap/disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the furnishing of goods or services or in the selection and retention of subconsultants and/or vendors under this Contract. Consultant shall also ascertain and comply with all applicable federal, state and local laws, ordinances, rules, regulations, and orders that pertain to equal employment opportunity, affirmative action, and non-discrimination in employment.

B. Consultant agrees that these “Non-Discrimination Requirements” are a binding part of this Contract. Without limiting the generality of any other term or provision of this Contract, in the event the Authority, or a state or federal agency finds that the Consultant or any of its subconsultants or vendors has not complied with these “Non-Discrimination Requirements”, the Authority may cancel, terminate or suspend this Contract in accordance with Section 11 of these Standard Terms and Conditions entitled “Default, Revocation, or Suspension of Contract.”

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

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

- Execution of Non-Disclosure and Confidentiality Agreements and Acknowledgments

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

- Consultant/Subconsultant identity checks and background screening

The Consultant may be required to have its staff, and any subconsultant’s staff, visitors or others over whom the Consultant/subconsultant has control, authorize the Authority or its designee to

perform background checks, and a personal identity verification check. Such authorization shall be in a form acceptable to the Authority. The Consultant and subconsultant may also be required to use an organization designated by the Authority to perform the background checks.

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

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

- Issuance of Photo Identification Credential

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

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

- Designated Secure Areas

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

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

- Access control, inspection, and monitoring by security guards

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

- Compliance with the Port Authority Information Security Handbook

The Agreement may require access to Authority information considered Protected Information ("PI") as defined in the Port Authority Information Security Handbook ("Handbook"), dated October, 2008, corrected as of November 14, 2013; and as may be further amended. The Handbook and its requirements are hereby incorporated into this Agreement and will govern the possession, distribution and use of PI if at any point during the lifecycle of the project or solicitation it becomes necessary for the Consultant to have access to PI. Protecting sensitive information requires the application of uniform safeguarding measures to prevent unauthorized disclosure and to control any authorized disclosure of this information within the Authority or when released by the Authority to outside entities. The Handbook can be obtained upon request or at: <http://www.panynj.gov/business-opportunities/pdf/Corporate-Information-Security-Handbook.pdf>.

- Audits for Compliance with Security Requirements

The Authority may conduct random or scheduled examinations of business practices under this section and the Handbook in order to assess the extent of compliance with security requirements, PI procedures, protocols and practices, which may include, but which are not necessarily limited to, verification of background check status, confirmation of completion of specified training, and/or a site visit to view material storage locations and protocols.

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

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

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

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

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

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

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

Neither the completion of services hereunder nor the making of payment (final or otherwise) shall release the Consultant from his obligations under this clause. Moreover, neither the enumeration in this clause or the enumeration elsewhere in this Agreement of particular risks assumed by the Consultant or of particular claims for which he is responsible shall be deemed (a) to limit the effect of the provisions of this clause or of any other clause of this Agreement relating to such risks or claims, (b) to imply that 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 submission, had any sanction imposed in excess of \$50,000 as a result of any judicial or administrative proceeding with respect to any license held or with respect to any violation of a federal, state or local environmental law, rule or regulation;
- F. had any sanction imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, 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 "26G.", if the Consultant cannot make the certification, it shall provide, in writing, with the signed proposal: (i) a list of the name(s), address(es), telephone number(s), and place(s) of principal employment of each such individual or organization; and (ii) a statement as to whether such individual or organization has a "financial interest" in this Agreement, as described in the Procurement Disclosure policy of the Authority (a copy of which is available upon request to the Chief Procurement Officer of the Authority). Such disclosure is to be updated, as necessary, up to the time of award of this Agreement. As a result of such disclosure, the Authority shall take appropriate action up to and including a finding of non-responsibility.

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

Notwithstanding that the Consultant may be able to make certifications in this Section and the Section entitled "Certification of No Investigation (Criminal or Civil Anti-trust), Indictment, Conviction, Debarment Suspension, Disqualification and Disclosure of Other Information" at the time the proposal is submitted, the Consultant shall immediately notify the Authority in writing during the period of irrevocability of proposals on this Agreement or any extension of such period, or during the term of this Agreement, of any change of circumstances which might under this clause make it unable to make the foregoing certifications or require disclosure. The foregoing certifications or signed statement shall be deemed to have been made by the Consultant with full knowledge that they would become a part of the records of the Authority and that the Authority will rely on their truth and accuracy in awarding this Agreement. In the event that the Authority should determine at any time prior or subsequent to the award of this Agreement that the Consultant has falsely certified as to any material item in the foregoing certifications or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certifications required to be disclosed, the Authority may determine that the Consultant is not a responsible Consultant with respect to its proposal on the Agreement or with respect to future proposals on Authority agreements and may exercise such other remedies as are provided to it by the Agreement with respect to these matters. In addition, Consultants are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see, e.g. New York Penal Law,

Section 175.30 et seq.). Consultants are also advised that the inability to make such certification will not in and of itself disqualify a Consultant, and that in each instance the Authority will evaluate the reasons therefor provided by the Consultant.

Under certain circumstances the Consultant may be required as a condition of this Agreement award to enter into a Monitoring Agreement under which it will be required to take certain specified actions, including compensating an independent Monitor to be selected by the Authority. Said Monitor shall be charged with, among other things, auditing the actions of the Consultant to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Authority.

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 New Jersey that a Consultant is not eligible to propose on or be awarded public agreements because the Consultant has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing rate of wage legislation.

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

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

29. CONSULTANT RESPONSIBILITY, SUSPENSION OF WORK AND TERMINATION

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

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

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

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 any other Authority agreement or matter. Any such conduct shall be deemed a material breach of this Agreement.

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

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

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

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

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

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

32. DEFINITIONS

As used in sections 24 to 29 above, the following terms shall mean:

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

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

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

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

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

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

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

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

36. This Agreement does not constitute the Consultant as the agent or a representative of the Port Authority for any purpose whatsoever except as may be specifically provided in this Agreement. It is hereby specifically acknowledged and understood that the Consultant, in performing its services hereunder, is and shall be at all times an independent Contractor and the officers, agents and employees of the Consultant shall not be or be deemed to be agents, servants, or employees or "special employees" of the Port Authority.

FIRM

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DATE

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

Sincerely,

THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY

ACCEPTED:
FIRM NAME

Lillian D. Valenti
Chief Procurement Officer

By: _____

Print Name: _____

Date _____

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 "37" to "38" and insert a new Paragraph "37" as follows:

37. 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 THE PERFORMANCE OF EXPERT
PROFESSIONAL PORT PLANNING SERVICES FOR THE DEVELOPMENT OF A
LONG-RANGE MASTER PLAN FOR THE PORT OF NEW YORK AND NEW JERSEY
ON AN “AS NEEDED” BASIS (RFP# 45736)**

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)

(Title)

(Date)

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

ATTACHMENT C
COMPANY PROFILE

**REQUEST FOR PROPOSALS FOR THE PERFORMANCE OF EXPERT
PROFESSIONAL PORT PLANNING SERVICES FOR THE DEVELOPMENT OF A
LONG-RANGE MASTER PLAN FOR THE PORT OF NEW YORK AND NEW JERSEY
ON AN “AS NEEDED” BASIS (RFP #45736)**

1. Company Name (print or type):

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

3. Business Telephone Number: _____

4. Business Fax Number: _____

5. Firm website: _____

6. Federal Employer Identification Number (EIN): _____

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

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

9. Officer or Principal of Firm and Title:

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

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

If yes, please attach 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.