THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT
4 World Trade Center, 21st Floor
150 Greenwich Street
New York, New York 10007

REQUEST FOR PROPOSALS

ISSUE DATE: **MAY 16, 2016**

TITLE: **LEASE OF PROPERTY LOCATED AT THE PORT AUTHORITY MARINE TERMINAL IN ELIZABETH, NJ**

NUMBER: **46041**

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

RESPONSE DUE DATE:	**JULY 11, 2016**	**TIME: 2:00 PM**
QUESTION DUE DATE:	**JUNE 13, 2016**	**TIME: 2:00 PM**
SITE VISIT:	**JUNE 6, 2016**	**TIME: 11:00 AM**

CONTRACTS SPECIALIST:

JAMES SUMMERVILLE
PHONE#: (212-435-4642)
jsummerville@panynj.gov

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1. INFORMATION FOR PROPOSERS ON THIS REQUEST FOR PROPOSALS

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

Proposers should visit the following website for general information about Port of New York and New Jersey (Port Authority) and its facilities (http://www.panynj.gov/port/).

B. Overview

The Port Authority is seeking proposals from firms (Proposers) wishing to lease property (hereinafter, the "Property") at the Port Authority Marine Terminal in Elizabeth, New Jersey ("EPAMT"). As described in Section C, below, and in Attachment C ("Pictorial and Aerial Representations of the Property"), the Property consists of a warehouse (approximately 138,400 sq. ft.) and an associated open area (approximately 127,600 sq. ft.) situated along the eastern side of Corbin Street in EPAMT. The warehouse has column spacing of 58 X 40 with varying ceiling heights between 22' and 29' clearing. The property also includes twenty-two (22) dock doors and one (1) drive-in door. The Property is bounded by Corbin Street to the west and Lyle King Street to the south. The Property will be available for occupancy following the completion of a fire protection life safety sprinkler replacement project that the Port Authority expects to be complete during the fourth quarter of 2016. The lease would be for a **minimum** of 5 years beginning on or around December 1, 2016.

The selected Lessee shall use the Property as a maritime terminal for general purpose warehousing and distribution of materials and/or goods being exported from or imported through the Property. The selected lessee's responsibilities shall include, but is not limited to, the hiring of waterfront labor, where applicable; performing routine maintenance and operation, including repairs to the Property and equipment; entering into contracts necessary to operate, manage, and maintain the Property; providing necessary equipment to operate and maintain the Property; and complying with Port Authority Rules and Regulations, the U.S. Coast Guard Facility Security Plan regulations, New York Harbor Waterfront Commission regulations, and any all other applicable laws, rules, and regulations.

C. Description of the Property

Total Acreage:	Approximately 6.1 acres
Building:	One Warehouse building – approximately 138,400 SF
Terminal Access:	To the Property:
	From the East: West on Long Island Expressway to I-278-BQE; south on I-278 across Verrazano Bridge; continue west on I-278 to Goethals Bridge; cross bridge; take New Jersey Turnpike (NJTPK). North to Exit 14; follow signs to Port Newark.

From the West:
Via I-78: East on I-78 to Exit 57; follow signs for Port Newark.
Via I-80/I-280: East on I-80 to I-280; take I-280 east to NJ Tpk.; south on NJTPK to Exit 14; follow signs to Port Newark.

Notes:

1. The Port Authority encourages proposers to visit its website: (http://www.panynj.gov/corporate-information/port-leases.html) to review existing Port Authority leases. The negotiated Lease Agreement resulting from this RFP will be for general purpose warehousing and distribution, and the leases conveyed in the referenced website may include useful information that reflects general requirements – concerning, for example, maintenance, insurance, etc. – that the Port Authority may expect the Lessee to satisfy in the lease and operation of the Property.

D. Deadline for Receipt of Proposals

The due date specified on the cover page is the Proposal Due Date. Closing of due date is 2:00 P.M., Eastern Standard Time (EST).

PLEASE READ THE FOLLOWING DELIVERY REQUIREMENTS CAREFULLY. Proposers assume all responsibility for delays or problems in delivery.

Proposal submissions will be received at:

The Port Authority of NY & NJ
Attention: Proposal Custodian
Procurement Department
4 World Trade Center
150 Greenwich Street, 21st Floor
New York, NY 10007

Clearly mark the solicitation number on the outermost package.

At this address, proposals will be accepted via (1) regular mail, (2) express delivery service (e.g. UPS), or (3) hand delivery.

Express carrier deliveries by commercial vehicles can be made via vendors approved by Silverstein Properties, the 4 World Trade Center (4 WTC) Property Manager, through the Vehicle Security Center (VSC). Presently, UPS is the only delivery vendor with approved recurring delivery times.

There is extensive security at the World Trade Center Site. Individuals must present a valid government-issued photo ID to enter 4 WTC. Individuals without valid identification shall be turned away and their packages not accepted. Individuals without packages or carrying

small packages or boxes that can be conveyed by hand or on a hand truck may enter through the lobby. All envelopes, packages 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.

The Port Authority assumes no responsibility for delays caused by any delivery service, and reserves the right to reject any Proposals not received by the deadline.

E. Vendor Profile

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

F. Submission of Proposals

One reproducible original (containing original signatures and clearly designated as such) and **seven (7) electronic (flash drive)** copies the proposal must be submitted on or before the due date and time in accordance with the information on the cover page of this RFP and sent or delivered to the Proposal Custodian at the address specified in Section D above. Each electronic copy of the Proposal shall be made into one (1) complete, searchable PDF file, and each electronic copy shall be conspicuously marked or labeled with the Proposer's name and RFP number. In case of conflict, the reproducible original of the Proposal shall take precedence over material on the flash drive.

The parcel(s) used for shipping must be conspicuously marked with the Proposer's name and address as well as the Proposer's Vendor Number, if available. In addition, the outside of the package must clearly state the title of this RFP, the number of this RFP and the Proposal Due Date. Failure to properly label proposal submissions may cause a delay in identification, misdirection or disqualification of proposal submissions.

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

G. Communications Regarding this RFP

All communications concerning this RFP should be directed to the Contracts Specialist listed on the cover page. All questions regarding this RFP should be submitted **BY EMAIL** to the

Contracts Specialist at the email addresses listed on the cover page no later than the due date and time specified on the cover page.

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

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

H. Proposal Acceptance or Rejection

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

I. Union Jurisdiction

Proposers are advised that the International Longshoremen's Association Union has claimed jurisdiction over EPAMT and the associated operation of the terminal.

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

A General Pre-Proposal/Site Visit Meeting is scheduled for **11:00 AM on June 6, 2016**, at the Property. The site inspection allows Proposers to tour and physically inspect the actual site of work before submission of proposals. **No questions will be taken during the site inspection**. **All questions resulting from the site visit shall be communicated by email to the Contract Specialists listed on the cover page, by the Question Due Date**.

Attendance at this site visit/inspection is not mandatory, but is strongly recommended. Information conveyed may be useful to Proposers in preparing their proposals and Proposers not attending assume all risks that may ensue from non-attendance.

Attendees interested in attending should RSVP to James Summerville (jsummerville@panynj.gov) and Ryan Gilbert (rgilbert@panynj.gov) no later than 12 noon (EST) on June 2, 2016 to confirm their attendance and/or receive traveling directions.

K. Additional Proposer Information

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

2. FINANCIAL INFORMATION

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

A. (1) Certified financial statements, including applicable notes, reflecting the Proposer's assets, liabilities, net worth, revenues, expenses, profit or loss and cash flow for the Proposer's last three fiscal years. If the Proposer is unable to provide such statements for its last three fiscal years, then the Proposer shall provide such statements for its most recent fiscal year. If the Proposer is a Joint Venture or is partnering with another firm in a prime/subcontracting relationship, information required herein from a single entity is required from each participant in a joint venture.

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

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

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

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

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

3. SECURITY

The negotiated Lease Agreement will require the Lessee to provide a letter of credit, issued by a banking institution satisfactory to the Port Authority and having its main office within the Port District, to the Port Authority.

4. EVALUATION CRITERIA AND RANKING

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

A. Financial Offer, including but not limited to rent and capital investment, with the proposed business terms;
B. Quality and content of the proposed Business Plan;
C. Proposer's experience in operating maritime facilities related to general purpose warehousing and distribution;
D. Proposer's management plan;
E. Proposer's ability to obtain a license from the Waterfront Commission of New York Harbor by the commencement of the Lease Agreement.

5. PROPOSAL SUBMISSION REQUIREMENTS

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

A. Letter of Transmittal

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

all cases, information required for a single entity is required for each participant in a joint venture.

The Letter of Transmittal shall contain:

(1) Name and address of the Proposer and an original signature on the Letter of Transmittal by an authorized representative on behalf of the Proposer;

(2) Name(s), title(s) and telephone number(s) of the individual(s) who are authorized to negotiate and execute the lease agreement;

(3) Name, title and telephone number of a contact person to which the Port Authority can address questions or issues related to this RFP;

(4) Name and address of proposed subcontractors, if any;

(5) If a corporation: (a) a statement of the names and residences of its officers, and (b) a copy of its Certificate of Incorporation, with a written declaration signed by the secretary of the corporation, with the corporate seal affixed thereto, that the copy furnished is a true copy of the Certificate of Incorporation as of the date of the opening of the Proposals;

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

If an individual: a statement of residence;

If a joint venture: information on each of the parties consistent with the information requested above; if the Contract is awarded to a common law joint venture (a joint venture that has not been established as a distinct legal entity) each member will be jointly and severally liable under the Contract.

B. Executive Summary

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

C. Agreement on Terms of Discussion

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

D. Certifications With Respect to the Integrity Provisions

The Proposer, by signing the Letter of Transmittal, makes the certifications in the "Integrity Provisions," included as Attachment B of this RFP. If the Proposer cannot make any such certifications, it shall enclose an explanation of that inability.

E. Proposal

The Proposer must submit a proposal that details and clearly describes its experience and capability to lease and operate the Property, its approach to such work and the terms of the financial offer to lease the premises. At a minimum, the proposal shall include:

1. Financial Offer: The Financial Offer shall clearly:

    - Describe how the proposer will maximize revenue and capital investment at the Property;
    - Convey the proposed duration of the Lease Agreement;
    - Convey the initial annual rental of the property and rental escalations for the duration of the Lease Agreement;

2. Business Plan: The Business Plan shall describe the proposed use of the Property, including, at minimum:

    - A description on how the proposer will maximize new business opportunities at the Property;
    - A full pro-forma for the operation of the Property, including a description of anticipated expenses, revenue, etc., in accordance with this RFP;
    - Anticipated products to be handled at the Property;
    - Discharge or loading methods;
    - Description of cargo and material handling. The proposal should specifically state if any hazardous cargoes would be handled at the Property, and what processes and physical improvements would be implemented to safely handle and store same;
    - Storage requirements;
    - Anticipated hours of operation;
    - Identification of proposed customers or types of businesses to be offered at the Property;
    - Confirmation of the Proposer's willingness to assume the premises in an "AS-IS CONDITION", or any conditions Proposer would like to see addressed prior to assuming the property (e.g. identifying improvements or repair to the property by the Port Authority, etc.).

    The Business Plan shall also include:

- A Capital Investment Plan to finance the operation of, and improvements to, the Property. The Capital Investment Plan shall describe in detail the proposed capital investment program, method of financing investment to be committed and the amount of time required to amortize the investment;
- Confirmation that the Proposer will utilize International Longshoremen Association labor, as appropriate; and
- Three commercial business references.

3. Management Approach: The Proposer shall provide a complete description of how it intends to implement and manage the required services hereunder, including any information that it believes would be helpful to the Port Authority in assessing its ability to provide the services described in the RFP.

4. Experience in Operating Maritime Facilities: The Proposer shall describe its experience in leasing and operating maritime facilities specializing in general purpose warehousing and distribution. The Proposer shall submit a listing of all its existing lease and operating agreements to operate a maritime facility. For each agreement listed, include:

   - The name and address of the Contracting parties;
   - The locations where the services/work was performed;
   - Duration of the agreements;
   - The approximate dollar amount of the agreements;
   - A summary of the types of work performed under the agreements;
   - The names, addresses and telephone numbers of the owners;
   - Representatives familiar with the work that the Port Authority may contact. Supply their contact information (name, phone number, email address).

   Furthermore, the Proposer shall provide a statement indicating the qualifications and experience of managerial and supervisory personnel employed by the firm who are to be dedicated to the Lease Agreement, including:

   - Their length of service with the firm;
   - The anticipated function of each person on the Lease Agreement;
   - A summary of the relevant experience of each person listed.

5. Other Information: The Proposer shall provide any other information that is related to the requirements in this Section, which the Proposer believes would be helpful to the Port Authority in the evaluation of its proposal.

F. Acknowledgment of Addenda

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

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

6. CONDITIONS FOR THE SUBMISSION OF A PROPOSAL

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

A. Changes to this RFP

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

B. Proposal Preparation Costs

The Port Authority shall not be liable for any costs incurred by the Proposer in the preparation, submittal, presentation, or revision of its proposal, or in any other aspect of the Proposer's pre-lease/agreement activity. No Proposer is entitled to any compensation except under an agreement for performance of services signed by an authorized representative of the Port Authority and the Proposer.

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

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

D. Ownership of Submitted Materials

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

E. Subcontractors

If a Proposer intends to use subcontractor(s), the Proposer must identify in its proposal the names of the subcontractor(s) and the portions of the work the subcontractor(s) will perform. All subcontractors are subject to the approval of the Port Authority, and shall meet the requirements stated herein, as applicable (e.g. being licensed by the Waterfront Commission of New York Harbor by lease commencement, etc.)

F. Conflict of Interest

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

G. Authorized Signature

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

H. References

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

I. Evaluation Procedures and Negotiation

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

J. Taxes and Costs

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

K. Most Advantageous Proposal/No Obligation to Award

The Port Authority reserves the right to award the Lease Agreement to other than the Proposer proposing the best price (highest proposed rent). The Lease Agreement will be awarded to the Proposer whose proposal the Port Authority believes, in its sole discretion, will be the most advantageous to the Port Authority. Neither the release of this RFP nor the acceptance of any response thereto shall compel the Port Authority to accept any proposal. The Port Authority shall not be obligated in any manner whatsoever to any Proposer until a proposal is accepted

by the Port Authority in the manner provided in the Section of this RFP entitled "Proposal Acceptance or Rejection."

L. Rights of the Port Authority

(1) The Port Authority reserves all its rights at law and equity with respect to this RFP including, but not limited to, the unqualified right, at any time and in its sole discretion, to change or modify this RFP, to reject any and all proposals, to waive defects or irregularities in proposals received, to seek clarification of proposals, to request additional information, to request any or all Proposers to make a presentation, to undertake discussions and modifications with one or more Proposers, or to negotiate an agreement with any Proposer or third person who, at any time, subsequent to the deadline for submissions to this RFP, may express an interest in the subject matter hereof, to terminate further participation in the proposal process by a Proposer or to proceed with any proposal or modified proposal, which in its judgment will, under all circumstances, best serve the Port Authority's interest. The Port Authority may, but shall not be obliged to, consider incomplete proposals or to request or accept additional material or information. The holding of any discussions with any Proposer shall not constitute acceptance of a proposal, and a proposal may be accepted with or without discussions.

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

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

M. No Personal Liability

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

ATTACHMENT A: AGREEMENT ON TERMS OF DISCUSSION

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

Rev. 4/6/16

ATTACHMENT B: INTEGRITY PROVISIONS

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

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

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

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

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

a. the prices in its bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
b. the prices quoted in its bid have not been and will not be knowingly disclosed directly or indirectly by the Bidder prior to the official opening of such bid to any other bidder or to any competitor;
c. no attempt has been made and none will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
d. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated March 11, 2014, or as may be revised, (a copy of which is available upon request) nor does

this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;

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

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

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

The foregoing certifications in this Part III, Sections 1 and 2, shall be deemed to have been made by the Bidder as follows:

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

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

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

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

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

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

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

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

law.

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

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

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

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

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

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

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

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

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

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

In addition, during the term of this Contract, the Contractor shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated March 11, 2014, or as may be revised (a copy of which is available upon request to the Office of the Secretary of the Port Authority).

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

6. *Conflict of Interest*

During the term of this Contract, the Contractor shall not participate in any way in the preparation, negotiation or award of any contract (other than a contract for its own services to the Authority) to which it is contemplated the Port Authority may become a party, or participate in any way in the review or resolution of a claim in connection with such a contract if the Contractor has a substantial financial interest in the contractor or potential contractor of the Port Authority or if the Contractor has an arrangement for future employment or for any other business relationship with said contractor or potential contractor, nor shall the Contractor at any time take any other action which might be viewed as or give the appearance of conflict of interest on its part. If the possibility of such an arrangement for future employment or for another business arrangement has been or is the subject of a previous or current discussion, or if the Contractor has reason to believe such an arrangement may be the subject of future discussion, or if the Contractor has any financial interest, substantial or not, in a contractor or potential contractor of the Authority, and the Contractor's participation in the preparation, negotiation or award of any contract with such a contractor or the review or resolution of a claim in connection with such a contract is contemplated or if the Contractor has reason to believe that any other situation exists which might be viewed as or give the appearance of a conflict of interest, the Contractor shall immediately inform the Chief Procurement Officer in writing of such situation giving the full details thereof. Unless the Contractor receives the specific written approval of the Chief Procurement Officer, the Contractor shall not take the contemplated action which might be viewed as or give the appearance of a conflict of interest. The Chief Procurement Officer may require the Contractor to submit a mitigation plan addressing and mitigating any disclosed or undisclosed conflict, which is subject to the approval of the Chief Procurement Officer and shall become a requirement, as though fully set forth in this Contract. In the event the Chief Procurement Officer shall determine that the performance by the Contractor of a portion of its Services under this Agreement is precluded by the provisions of this numbered paragraph, or a portion of the Contractor's said Services is determined by the Chief Procurement Officer to be no longer appropriate because of such preclusion, then the Chief Procurement Officer shall have full authority on behalf of both parties to order that such portion of the Contractor's Services not be performed by the Contractor, reserving the right, however, to have the Services performed by others and any lump sum compensation payable hereunder which is applicable to

the deleted work shall be equitably adjusted by the parties. The Contractor's execution of this document shall constitute a representation by the Contractor that at the time of such execution the Contractor knows of no circumstances, present or anticipated, which come within the provisions of this paragraph or which might otherwise be viewed as or give the appearance of a conflict of interest on the Contractor's part. The Contractor acknowledges that the Authority may preclude it from involvement in certain disposition/privatization initiatives or transactions that result from the findings of its evaluations hereunder or from participation in any contract, which results, directly or indirectly, from the Services provided by the Contractor hereunder. The Port Authority's determination regarding any questions of conflict of interest shall be final.

7. *Definitions*

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

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

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

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

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

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

If the solicitation is a Request for Proposal:

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

In a Contract resulting from the taking of bids:

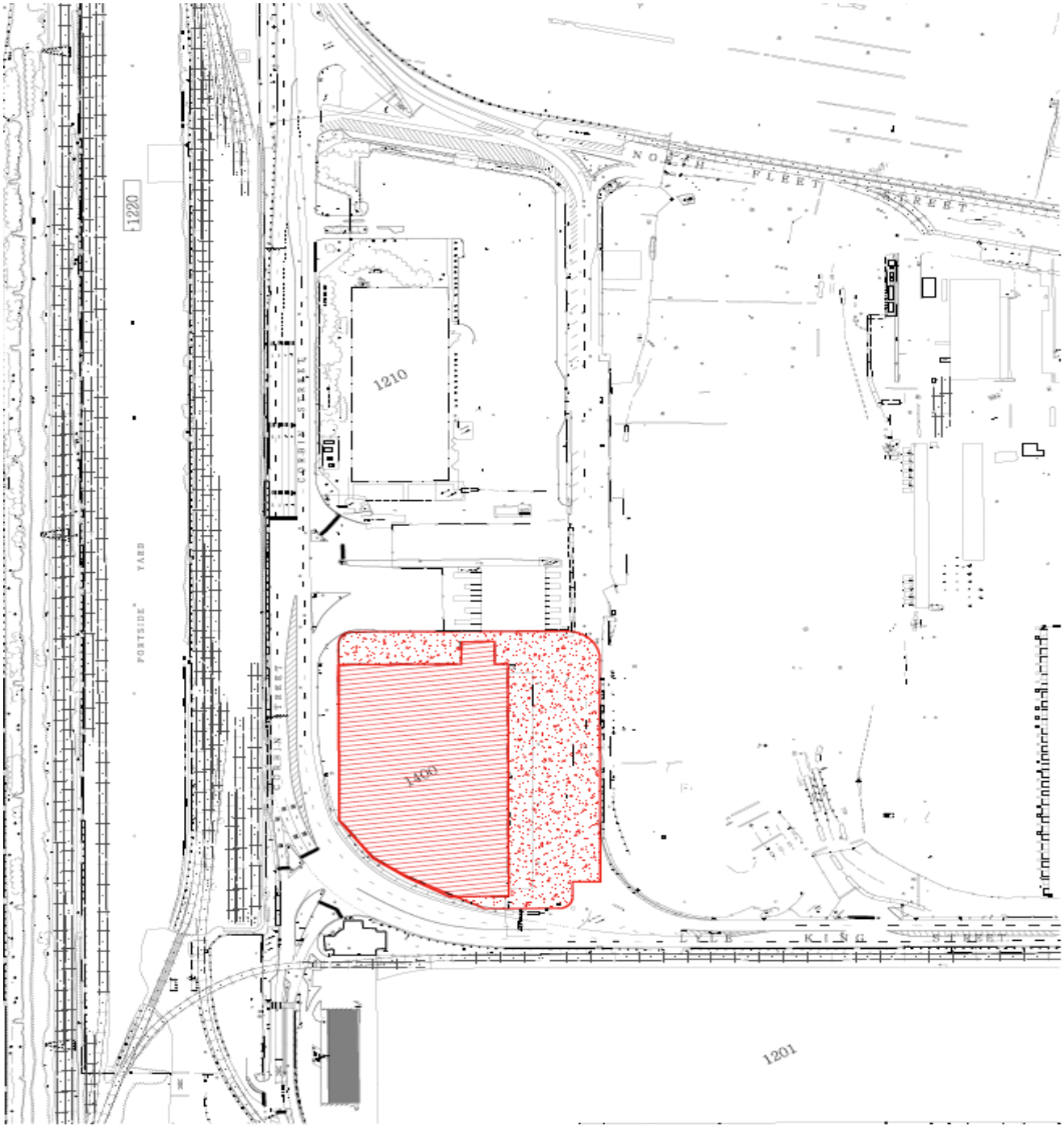
Bid - shall mean bid;
Bidder - shall mean Bidder; except and until the Contract has been awarded, then it shall mean Contractor

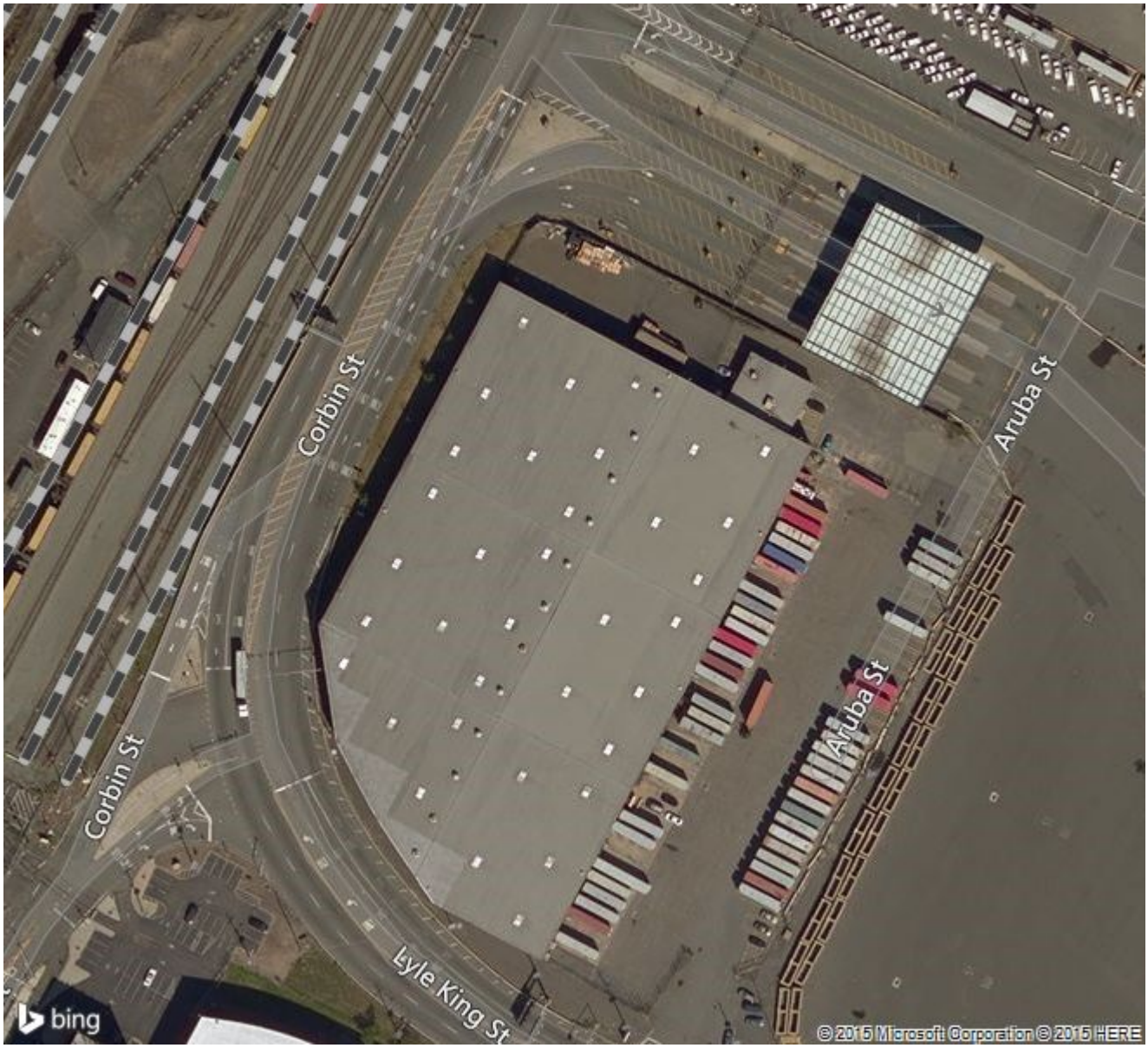
Bidding - shall mean executing this Contract.

In a Contract resulting from the taking of Proposals:

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

ATTACHMENT C: PICTORIAL AND AERIAL REPRESENTATIONS OF THE PROPERTY

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