

October 6, 2016

SUBJECT: REQUEST FOR PROPOSALS FOR PERFORMANCE OF EXPERT PROFESSIONAL SLOT GATE MANAGEMENT COORDINATION SERVICES AT NEWARK LIBERTY INTERNATIONAL AIRPORT ON AN “AS-NEEDED” BASIS DURING 2017-2018 (RFP #47339)

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 for performance of expert professional slot gate management coordination services for at Newark Liberty International Airport on an as-need basis during 2017-2018. The Authority reserves the right to extend the Agreement for an additional one (1) year, through 2019, at its sole discretion.

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 firm to perform the subject services shall comply with the General Software Requirements set forth in Attachment A attached hereto.

I. PROPOSER REQUIREMENTS:

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

- A. Performed as the prime consultant for a planning project related to airfield/airport facility planning involving impacts to airport slot management, airspace, runway, taxiway systems and gate capacity at a large hub airport within the last three (3) years.
- B. At least one principal shall have a minimum of fifteen (15) years experience in airfield and airfield facility planning and/or airline schedules and operations.
- C. Project Manager shall have a minimum of ten (10) years professional experience in airport slot management.
- D. Completed IATA Air Slots and Coordination Training prior to submission of proposal.
- E. Shall possess a slot and gate management system that is in productive use at the time of proposal submission. The System shall be compliant with the National Institute of Standards and Technology (NIST) standards 800-53-R4.

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

A determination that a Proposer meets the foregoing requirement(s) 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 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 50 pages-single-sided or 25 pages-double-sided, using 12-point or greater font size. The page limit pertains only to Letters E, G and H 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 47339** 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 nine (9) compact disc or USB copies, of your Proposal for review. In case of conflict, the reproducible original of the Proposal shall take precedence over material on the compact disc or USB.

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 will 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 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 October 27, 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. In the front of your Proposal, a copy of Attachment B (Agreement on Terms of Discussion) signed by an officer of your company. If proposing as a joint venture, each firm in the joint venture must sign a copy of Attachment B.

- B. Transmittal Letter

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

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

If a common law joint venture submits a Proposal, all participants in the joint venture shall be bound jointly and severally, and each participant shall execute the Proposal. If a joint venture is deemed qualified to receive an invitation to deliver a formal presentation of how it proposes to provide the services outlined herein, the joint venture shall be composed of the same participants as were in the joint venture when it submitted the Proposal. No substitution of participants will be allowed without the express prior written permission of the Authority.

2. Submit as part of your Proposal a copy of any written agreement or understanding which exists between each party to the joint venture. If no written agreement or understanding exists, the Lead Proposer shall be identified and the joint venture shall include in its Proposal a written statement explaining how the joint venture will fulfill the requirements of the Agreement. Such explanation shall fully discuss and identify the responsibility of each party to the joint venture for performing the Work, and for providing the required insurance.
3. List any airport with which your company/organization is currently doing business.
4. Provide evidence that the proposed System complies with the NIST 800-53-R4 Standard, or its equivalent.

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

- D. Qualifications and Experience of Staff

List the names, titles and provide resumes of key personnel, including sub-consultants, if any, who will be assigned to perform the required services. Detail the experience of key individuals to be responsible for the successful completion of the proposed Scope of

Services. Resumes of each individual must include his or her education, chronological history of employment, relevant licenses and certifications. The resumes should clearly identify the years of experience and technical capabilities in the field related to the tasks for which the individual will be responsible. Indicate the years of involvement on each of the relevant projects to the scope being proposed on and the individual's specific role in the relevant projects.

The Consultant shall not remove or replace key personnel, as identified by the Authority in any task order, without the written consent of the Authority and the Authority will not consent until the Consultant has offered a candidate with credentials equal to those of the previous key person, acceptable to the Authority.

E. Firm Qualifications and Experience

Submit your firm's qualifications and experience in providing the services contemplated herein. For each project identified, indicate:

1. Your firm's specific relevant experience in the performance of services similar to those being requested hereunder, as set forth in Attachment A. For all projects referenced, the services must have been performed within the last ten (10) years or must be currently being performed by the Proposer. Include no more than five (5) project references with the information outlining the services performed or currently being performed, which shall include:
 - a. Project title;
 - b. A brief summary of each project. Identify Consultant's specific scope of work. Highlight any unique challenges or obstacles and how they were handled. Present any similarities to the proposed services;
 - c. Other entities assisting in the project;
 - d. Description of services provided by your firm;
 - e. Start and end dates of services performed;
 - f. Contract value (total value of services performed by you);
 - g. Indicate whether said projects were completed on schedule and within budget;
 - h. Hiring entity and contact person (name, title, phone number, email address);
 - i. The annual staff hours of full- and part-time labor expended in the performance of those services; and
 - j. For each of the projects indicated above, provide the name and telephone number of a representative familiar with the work who the Authority may contact for verification purposes.
2. Indicate if your firm has subsidized operations in any airports for slot and/or gate management services.
3. Describe your experience in developing custom software to enhance the existing tool to meet the requirements as set forth in the Attachment A, such as custom interfaces that receive Federal Aviation Administration (FAA) and International Air Transport

Association (IATA) data, ability to push data to an Airport Operational Database (AODB) or to implement other enhancements to your tool set.

4. The role of a facilitator entails building rapport and effective interactions with high level, important stakeholders (i.e., Government entities, air traffic control providers, the FAA, airlines, airports). Provide examples of:
 - a. Experience of effective interaction with types of entities listed above.
 - b. Experience resolving conflicts, if any, with the types of entities listed above.
- F. Provide a breakdown of the billing rates as indicated in the first line of subparagraph 7.A of the accompanying Agreement. Indicate all of its components (e.g. vacation, holiday, sick pay, workers' compensation, office rent, insurance, profit). If proposing the use of subconsultant(s), provide the terms and conditions for their compensation (including their multipliers, and/or billing rates as appropriate), and their Port Authority Minority/Women-owned Business Enterprise (MBE/WBE) status.
- G. Technical Approach

A detailed description of the proposed technical approach to be taken for the performance of the required services for each task in Attachment A, and a schedule for completion of said tasks. Factors addressed in your technical approach shall include, but are not limited to:

1. Describe your firm's Slot and Gate Management tools that will be used to provide the services and how airline/slot/gate information will be input into the system.
2. Indicate whether your firm's Slot and Gate Management tools have the required capabilities. Identify capabilities, if any, that may be missing from the System and how the tools will be modified to provide the required capabilities.
3. Describe how you will monitor gate and stand utilization throughout the airport.
4. Describe the technical system architecture and how you will meet the availability requirements.
5. Describe how performance will be measured and how the Authority will be able to monitor performance.
6. Describe how the tools the Authority will use to query the database, generate reports and how they will be provided with access to the database and the reports.
7. Include an overview diagram that illustrates your Slot and Gate Management System and the existing interfaces that provide real time data feeds of flight/slot related information.
8. Provide a description of the proposed portal that the Authority and airline stakeholders will use to access the reports, develop customized reports, and query the online database.
9. Provide a description of the security features, policies and practices used in your tools.
10. Provide samples of the reports used to support Slot Coordination activities. The sample report will not be part of the page limit.

11. Provide a sample of the Tools the Authority will use generate reports and query the database. This sample will not be part of the page limit.
12. A detailed implementation plan that describes the processes you will use to configure the existing tools or enhance the tools to satisfy the requirements set forth in the Attachment A.
13. A proposed staffing plan that includes an analysis for performance of each task in Attachment A, using the attached Excel spreadsheet provided as [Attachment D \(Staffing and Cost Analysis Sheet\)](#). Include names and titles of the individuals to perform each of the tasks identified, a staffing schedule that indicates when the proposed staff and the number of staff that will be working on each task, and the number of hours required to complete each task. In addition to Attachment D, provide a detailed breakdown of all applicable system related costs that you foresee to be incurred for the performance of each of the tasks in Attachment A.

H. 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 for delivery of the contemplated services; your proposed approach to ensuring the quality and timeliness of the required work; and your proposed approach to keeping the client apprised of the project status. Including an organization chart identifying the project team associated with each task) If your proposal is such that the various completion dates contained in Attachment A cannot be adhered to, you may submit revised dates. However, the extent of date revisions will be included among the factors that the Authority will consider in evaluating Proposals.

- I. Your attention is directed to Paragraph 21 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 certified MBE/WBE firms is available at <http://www.panynj.gov/business-opportunities/sd-mini-profile.html>.

The Consultant shall include its MBE/WBE Participation Plan (Form PA 3760C) with its Proposal, 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 Agreement.
- 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 Consultant, other

Subconsultants on the Agreement, 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 Agreement, 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.

- J. A complete list of your firm's affiliates.
- K. 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 the Authority's 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.

Proposers are advised that, while not currently anticipated, nothing herein shall preclude the Authority from determining at a subsequent point in time during performance of the services contemplated hereunder gives rise to the existence of, or the appearance of, a conflict of interest, and thereby conclude that a firm(s) selected for performance of the subject services, is/are expressly precluded from participation in, or the performance of other procurement opportunities for any project on which the firm has provided such services. Proposers are directed to paragraph 36 of the attached Standard Agreement. Proposers are further advised that under this Agreement, firms must provide, upon receipt of a Task Order issued by the Authority, written notice to the Authority of any existing or potential conflict of interest the firm(s) may have in the performance of Services under this Agreement.

- L. The selected Consultant(s) shall comply with the requirements of the Agreement. You should therefore not make any changes in this standard agreement, nor restate any of its provisions in your Proposal or supporting material. However, if you have any specific exceptions, such exceptions should be set forth in a separate letter included with its response to this RFP. The Authority is under no obligation to entertain or accept any such specific exceptions. Exceptions raised at a time subsequent to proposal submission will not be accepted. The scope of the tasks to be performed by you is set forth in Attachment A to the Authority's standard agreement.

IV. SELECTION PROCESS:

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

- A. qualifications and experience of the proposed staff;
- B. qualifications and experience of the firm, including the quality of similar services provided to others, and the demonstrated ability to complete the services in accordance with the project schedule;

- C. technical approach to performance of the contemplated services; and
- D. management approach to the performance of the contemplated services.

V. ORAL PRESENTATIONS:

After review of all Proposals, 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 will be limited to 90 minutes which shall include a demonstration of the slot/gate management system, and material contained in your Proposal. The presentation will be followed by an approximately 30-minute question and answer session. Proposer's staff making the presentation shall be led by the proposed Project Manager, who may be supported by no more than six (6) other senior staff members proposed to work on this project. Notification of presentation scheduling will be made by email. Please provide the name, telephone number, 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. SECURITY REQUIREMENTS; PROOF OF SATISFACTORY COMPLETION OF PRE-REQUISITES FOR ACCESS TO PROTECTED INFORMATION

The Authority has made available certain documents listed in Attachment A, Section VI entitled "**INFORMATION AND MATERIALS PROVIDED BY THE AUTHORITY**" to proposers interested in responding to this RFP. The Cyber Security Guidelines will be provided only to the selected Consultant. That document is considered Port Authority Protected Information. Protected Information is information belonging to the Authority that, if it were subject to unauthorized access, modification, loss or misuse could seriously damage the Authority, public safety, or homeland security. Protecting this 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. These procedures are identified in the Authority's "Information Security Handbook". Respondents may obtain a copy of the Security Handbook from the Authority's website:

<http://www.panynj.gov/business-opportunities/pdf/Corporate-Information-Security-Handbook.pdf>

The Information Security Handbook requires that certain criteria be met prior to being granted access to Protected Information. Generally, an individual must be a U.S. Citizen, or be an alien who has been lawfully admitted for permanent residency or employment (indicated by immigration status), as evidenced by Immigration and Naturalization Service documentation, or be a national of the United States as defined by the Immigration and Nationality Act. This requirement may be waived in exceptional circumstances and firms seeking to be considered should refer to § 3.2 of the Information Security Handbook for details on this policy and the process for waiver. An individual may also be required to undergo background screening prior to being approved for receipt of certain information. 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. Information about S.W.A.C., instructions, corporate enrollment, online applications, and location of processing centers can be found at:

<http://www.secureworker.com>. S.W.A.C. may be contacted directly at (877) 522-7922 for more information.

Individuals are also required to attend an Information Security Awareness and Education training session unless, within the last three (3) years, they have attended an Information Security Awareness and Education training session and have proof of same.

Designation of Security Information Manager

Each firm seeking to be considered, and if a joint venture is seeking consideration, each participant in a joint venture, shall designate at least one (1) a Security Information Manager (a “SIM”) responsible for each firm’s compliance with Information Security Requirements, identifying members of their teams who will need access to documents and for assuring that those members have passed the requisite background checks and have completed the requisite forms. The SIM will be responsible for maintaining his/her firm’s access list. In addition, the SIM will identify an individual who will be trained by the Authority in the use of Livelink (if Livelink is utilized as a means for distribution) and that individual will subsequently be responsible for training the team for the firm seeking to be considered.

The Authority will coordinate SIM Training with the selected Consultant at the time of Award of the Agreement.

Your firm’s designated SIM, and any member of your team that may require access to Protected Information will require a SWAC credential, proof of which must be submitted with your response.

Proof of SWAC issuance shall be demonstrated by submitting a color photocopy of the face of the team member’s S.W.A.C. card. The failure to demonstrate in your submission that, at a minimum, your firm’s SIM has been issued a SWAC credential, will result in your firm not being found qualified to participate in this opportunity.

VII. ADDITIONAL INFORMATION:

If your firm is selected for performance of the subject services, the Agreement you will be asked to sign will include clauses entitled “Certification of No Investigation (Criminal Or Civil Anti-Trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure Of Other Information” And “Non-Collusive Proposing And Code Of Ethics Certification; Certification Of No Solicitation Based On Commission, Percentage, Brokerage, Contingent Or Other Fees.” By submitting a Proposal the firm shall be deemed to have made the certifications contained therein unless said firm 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 consultants, contractors and vendors comply with the legal requirements of the States of New York and New Jersey. Your attention is therefore called to New York State’s requirements that certain contractors, affiliates, subcontractors and subcontractors’ affiliates register with the New York State Department of Taxation and Finance for the purpose of collection and remittance of sales and use taxes. Similarly, New Jersey requires business organizations to obtain appropriate Business Registration Certificates from the Division of Revenue of the State’s Department of the Treasury.

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/business-opportunities/become-vendor.html>.

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

Should you have any questions, please contact Ekatherina Carrera, Solicitation Manager, by email at ecarrera@panynj.gov. All such correspondence must have your name, title, company, mailing address, telephone number and state "RFP 47339" 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. Carrera nor any other employee of the Authority is authorized to interpret the provisions of this RFP or accompanying documents or to give additional information as to their requirements. If interpretation or additional information is required, it will be communicated by written addendum issued by the undersigned, and such writing shall form a part of this RFP, or the accompanying documents, as appropriate. Addenda to the RFP, if any, will be posted at <http://www.panynj.gov/business-opportunities/bid-proposal-advertisements.html?tabnum=6>. You should therefore monitor the advertisement on said website, as appropriate, to ensure you are aware of changes, if any.

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

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

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 SLOT GATE MANAGEMENT COORDINATION SERVICES AT NEWARK LIBERTY INTERNATIONAL AIRPORT ON AN “AS-NEEDED” BASIS DURING 2017-2018

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://www.panynj.gov/corporate-information/annual-reports.html>.

Newark Liberty International Airport (EWR) consists of three terminals, Terminals A, B and C, which have a total of 109 gates. Terminal A is not managed by the Authority; however, it is managed by a contractor, with the airlines, based on the airlines’ levels of activity at Terminal A, and the Authority having voting rights on terminal operations. Terminal A consists of 28 gates, 7 of which are common use gates (the remaining gates are exclusively leased to various airlines) and check-in counters. Terminal B, which is composed of Satellites B1, B2 and B3, consists of 24 gates and 150 ticket counters. Satellite B1 is exclusively leased to an airline through 2018 and consists of 9 of the 24 gates. Satellites B2 and B3 consist of the remaining 15 gates and are operated collectively as common use facilities by the Authority. Terminal C consists of 57 gates and is exclusively leased to an airline.

On April 1, 2016, the Federal Aviation Administration (FAA) re-designated EWR’s level from an International Air Transport Association (IATA) Level 3, Slot Controlled Airport, to a Level 2, Schedule Facilitated Airport.

II. SCOPE OF WORK

As used in this Attachment A, the following terms shall mean:

Level 2 Airport is one where there is potential for congestion during some periods of the day, week or season, which can be resolved by schedule adjustments mutually agreed between the airlines and facilitator.

Level 3 Airport is one where:

- Demand for airport infrastructure significantly exceeds the airport’s capacity during the relevant period;
- Expansion of airport infrastructure to meet demand is not possible in the short term;
- Attempts to resolve the problem through voluntary schedule adjustments have failed or are ineffective; and
- As a result, a process of slot allocation is required whereby it is necessary or all airlines and other aircraft operators to have a slot allocated by a coordinator in order to arrive or depart at the airport during the periods when slot allocation occurs.

A **gate** is an area of an airport that provides a waiting area for passengers before boarding their flights. While the exact specifications vary from airport to airport and country to country, most gates consist of seating, a counter, an aircraft entry or exit doorway, and a jet bridge.

Facility, for purposes of this Agreement, is defined as the resources needed to provide access to flights airside. This includes, but is not limited to, terminals which provide ticket counter check-ins, gates, baggage carousels, security, and customs. Facility also includes the area where aircraft park next to a terminal to load passengers and baggage, known as an apron.

Runway capacity is the performance and use of runway system, surrounding area (topography), approach and departure routes, air traffic control capabilities.

Declared Capacity is the number of hourly operations the FAA deems permissible based upon runway and airspace.

Airport Slots are defined as specific time periods allotted for an aircraft to land or take off at an airport.

System(s) are defined as the Consultant's hosted Slot Gate Management System software. Components of which are the **application software, online slot database, reporting tools and online portals** are defined as components of the Consultant's hosted Slot Coordination software.

The services of the Consultant shall generally consist of, but not be limited to, providing professional services to assist EWR as a Level 2 Schedule Facilitated Airport, which includes facilitating a process of schedule adjustments mutually agreed upon by the airlines to avoid exceeding the declared capacity parameters. The primary goal of the Consultant's services is to ensure the most efficient use of airport infrastructure in order to maximize the Facilities' utilization to the greatest number of airport users.

The Consultant shall work with the Authority and the FAA to confirm that EWR has the Facility resources to accommodate the proposed flights, and adequate terminal and gate space exists to handle the aircraft operations. As the Authority's Liaison to the FAA, the Consultant shall work with the FAA to exchange airline schedule and runway capacity data, within the FAA runway capacity limits, Facilities' constraints and limits, and make adjustments in airline schedules as necessary. The Consultant shall collect, analyze and report on data pertaining to capacity allocation systems for EWR's Terminals A, B and C as compared to airline planned schedule of operations.

The services of the Consultant shall include but not necessarily be limited to the following:

- A. Provide gate management services for the fifteen (15) gates in the EWR international facility in Satellites B2 and B3 and the Authority's common use gates in Terminal A (Gates 18, 20, 21, 22, 23, 30 and 31). For seasonal planning, the Consultant shall collect the airlines' schedules, produce seasonal gate assignments, assist airlines wishing to operate at common use gates in resolving schedule conflicts as a result of Facility constraints, and provide a final approved schedule to the Authority and airlines. Over the course of the season, the Consultant will receive requests for new flight activity or changes in current schedules and determine if the requests are feasible.

- B. Monitor activity for the leased gates in Terminals A, B1, and C, as directed by the Authority, to ensure the most efficient use of gate and terminal Facilities across the entire EWR.
- C. Collect and analyze data for all EWR operations to optimize utilization of the airport terminal resources, which include gates, ticket counters, baggage belts, and bag rooms.
- D. Establish a capacity allocation system for EWR based on industry best practices to collect, analyze, manage, report and distribute any, and all, information requested by the Authority.
- E. Provide interested parties details of the coordination parameters and utilization of EWR's Declared Capacity.
- F. Facilitate a process of schedule adjustments, to be mutually agreed on by the airlines and the Authority, to avoid exceeding EWR's Facility constraints with the exception of Declared Capacity, which is facilitated by the FAA.
- G. Work interactively with the FAA and EWR to match gate and terminal capacity with runway capacity.
- H. Position the Authority as a key player in the management and distribution of Declared and Facility Capacity.
- I. Attend the bi-annual IATA Slot Conferences.
- J. Monitor the planned and actual use of EWR's declared and Facility capacity to identify any, and all, possible instances of intentional misuse by the airlines.
- K. Provide reports, as well as enable the Authority to run queries when requested, and post the reports and the outputs of the queries on a portal site that will be accessible to authorized Authority staff and airline representatives.

The Consultant is required to follow a transition plan, which will be provided by the Authority as appropriate, to ensure an orderly transition at the commencement and end of the term of the Agreement. The Consultant shall actively participate in discussions and adhere to the transition plan.

III. DESCRIPTION OF CONSULTANT'S TASKS

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

TASK A. GATE/FACILITIES COORDINATION

The Consultant shall provide gate management services for the fifteen (15) gates in the EWR international facility in Satellites B2 and B3 and the Authority's common use gates in Terminal A (Gates 18, 20, 21, 22, 23, 30 and 31). The Consultant shall:

1. Based upon flight activity, allocate Common Use Terminal Equipment (CUTE), Common Use Self Service (CUSS), common use gate planning, common use gate assignments, common use bag make up carousel assignments, common use baggage claim carousel assignments, as well as any other similar or related duties and functions that may be required to assure effective operation for Satellites B2 and B3 and Authority

common use gates in Terminal A. For seasonal allocation, the Consultant shall adhere to IATA World Slot Guidelines (WSG) timeframe. Any requests for adjustments made by airlines during the season, shall be made within three days.

2. Develop a gate plan for Satellites B2 and B3 and Authority common use gates in Terminal A, taking into consideration aircraft restrictions, agreements identified by the Authority, and Authority specified preferences. This plan must be completed by the Consultant one week after the specified IATA filing deadline.
3. General Requirements:
 - a. Provide a qualified gate coordinator/facilitator, who shall manage all aspects of the gate management function.
 - b. Validate all flight schedule information, and ensure day-of-operation flight information is aligned with real-time availability of resources.
 - c. Identify and resolve potential off-schedule operations or conflicts prior to affecting real-time operations.
 - d. Analyze, forecast, predict and introduce gate plan adjustments for increased efficiencies.
 - e. Using the System discussed fully in Task D, maintain and accurately update a database of airline flight schedules, and solicit planned and future flight schedule adjustments from the Authority and airlines.
 - f. Determine the most efficient gate plan for all gates at the EWR and prepare alternate scenarios to mitigate scheduling changes caused by terminal construction projects, available jet bridges, unforeseen equipment malfunctions and airline flight irregularities.
 - g. In accordance with IATA WSG, respond to airline needs and changes, while concurrently ensuring the most effective use of available EWR facility resources, included by not limited to gate utilization, scheduled versus actual airline operations, etc.

TASK B. SLOT MANAGEMENT

The Consultant shall collect the flight schedule filings from all airlines operating at EWR by the deadlines set forth by IATA. The Authority anticipates that the airlines will submit filings in accordance with deadlines set by IATA.

1. Seasonal Planning

Provide airport slot facilitation and/or coordination services, and recommendations to the Authority on Facility capacity in accordance with IATA WSG procedures and industry best practices. Seasonal Planning services shall include the following:

- a. Use previous seasons' baselines, which shall be provided by the Consultant to the Authority for approval prior to use, to establish a baseline of operations as a guide that reflects gating priorities. The Consultant shall provide this report to the Authority and airlines/handling agents, by the deadline established in the IATA WSG.

- b. Provide schedules showing EWR's ability to provide gate and other terminal resources to airlines Using data received from the airlines, which will be filed by the airlines by the IATA filing deadline, no later than seven (7) days prior to the IATA scheduling conference. In the case of a request by the airlines for minor schedule adjustment, the Consultant shall respond directly to the airline requesting the modification. If an adjustment cannot be made, the Consultant shall email the Authority at its dedicated email address (to be provided to the Consultant by the Authority) to make adjustments. For new entrant carriers or increases in an airline's schedule, the Consultant shall vet the requests through the Authority (via Authority's dedicated email address), prior to responding to the airline. Parameters surrounding the email communications between the airlines and Consultant will be established between the Authority and Consultant.
- c. Collect data on the planned operations of all airlines operating or planning to operate at EWR, based on the timeframe set forth by the IATA WSG.
- d. Make available to interested parties details of the coordination parameters and utilization of the declared capacity, based upon timeframe established by the IATA WSG.
- e. Facilitate a process of mutually agreed on schedule adjustment by airlines to avoid exceeding the airport's coordination parameters, based on timeframe set forth by the IATA WSG.

2. Other Coordination/Facilitation Duties

Other coordination/facilitation duties shall include, but are not be limited to:

- a. For adjustment requests and inquiries that may come up as the season progresses, respond to all inquiries from the airlines to the dedicated Authority email address within three (3) days as determined by the IATA WSG, (See Section 9.13). <http://www.iata.org/policy/infrastructure/slots/Documents/wsg-7.pdf>
- b. Perform an airport-wide capacity analysis twice per year, at times to be determined by the Authority, in accordance with IATA WSG Guidelines to determine coordination parameters. The declaration of coordination parameters shall be made at least seven (7) days before the initial submission deadline for each slot conference. This comprehensive analysis, referred to in the IATA WSG, shall encompass all airport constraints including but not limited to:
 - 1) Airspace;
 - 2) Runways;
 - 3) Taxiways;
 - 4) Airport roadways;
 - 5) Terminal frontages;
 - 6) Check-in desks;
 - 7) Baggage handling systems;
 - 8) Security screening for both passengers and baggage;
 - 9) Gates;
 - 10) Premier lounges;

- 11) Departure hold rooms;
 - 12) Remote aircraft parking;
 - 13) Border clearance services; and
 - 14) Intra-airport transfer capacity for passengers.
- c. Organize meetings for and keep records of the Newark Liberty International Airport Slot Management Committee, as defined by IATA WSG, a minimum of two (2) times per year, as specified by the IATA WSG.

TASK C. REPORTS

The Consultant shall provide reports on Slot Coordination activities, on Consultant and System performance, as well as the reports that are specified herein. The Consultant shall also furnish a standard, commercially available third-party report generator (such as Crystal Reports) that is compatible with the proposed SGMS for Authority use.

1. General Reporting Requirements

- a. All reports shall be available both on screen and in printed format.
- b. All reports shall be exportable in XLS, CSV, and PDF formats.
- c. All reports shall be available for viewing in a portal that is accessible to authorized Authority and authorized airline representatives.
- d. The reporting system shall be able to incorporate data from external sources in formats such as spreadsheet or comma delimited CSV, into selected reports. The Consultant shall identify what formats are acceptable and the means for incorporating the data.
- e. All reports shall have a standard format that is approved by the Authority.

2. Standard Reports

The Consultant shall furnish the standard reports that are normally used in the industry to support Slot Coordination activities.

3. Custom Reports

Throughout the course of the Agreement, the Authority will identify additional reporting needs as it becomes familiar with the features included in the Consultant's SGMS and the Consultant shall create ten (10) additional custom reports, in accordance with the Authority's Aviation Department's requirements, at no additional cost to the Authority.

4. Specific Reports

The Consultant shall run any, and all, reports listed below within three (3) days of the Authority's request:

- a. All information related to slot scheduling data
- b. List of all airline inquiries and Consultant's responses.
- c. Produce charts, which types may include but are not limited to tabular, and graphical, in excel format, for each gate at EWR, showing all operations at each specific gate.

- d. Produce a seasonal planning report and enable the Authority to run queries which may include, but are not limited to, listing airlines with approved schedules, resource conflicts, and suggestions on improving capacity.
 - e. Listing of airlines with approved schedules, resource conflicts, and suggestions on improving capacity.
 - f. Provide the Authority with a report on the utilization of gates and all leased gates at Terminals A, B and C not operated under common use agreements to ensure the most efficient utilization of gates airport wide is occurring.
 - g. Weekly Charter Schedules
 - h. Advance Charter Schedules
 - i. Monthly Gate Assignment Plot
 - j. Diversion Activity
 - k. Delay Activity
 - l. Fiscal Year Gate and Remote Parking Activity – updated monthly and quarterly
 - m. Gate and Remote Parking Activity (database)
 - 1) Arrival time
 - 2) Departure time
 - 3) Relocation Time
 - 4) Civil registration number
 - 5) Aircraft type
 - 6) Aircraft category
 - 7) Park type
 - 8) Per use charges
 - n. Monthly Diversion Reports
 - 1) Gate assignment use
 - 2) Arrival time
 - 3) Departure time
 - 4) Carrier
 - 5) Origin/Destination
 - 6) Reason for diversion
 - o. Delay Log
 - Summary of pushback delays and explanations by carrier and gate
5. Monthly Reports

Provide a monthly report that compares the System's performance and Service Levels against the performance requirements and service levels specified herein. The Consultant's report shall track, calculate, monitor and report on performance against the Service Levels.

Monthly performance reports shall include, but not be limited to the following:

- a. List of issues reported or observed on the slot and gate management software (SGMS) and work performed to rectify such issues, i.e. problems with data collection, missing data, incorrect data, and other anomalies preventing accurate dissemination of information to Port Authority staff.
 - b. List of all requests for services and their completion status, detailing itemized issues, and vendors used.
 - c. List of outstanding issues itemizing problems/anomalies, their status, a schedule of when such issues will be resolved, and all dependencies that prevent resolution of such issues.
 - d. Monthly operational availability of the System, including a list of all outages reported which shall be listed by time and date in ascending order.
 - e. List of performance results for all System and Consultant activities listed in Tasks E and F.
6. Report Generator

The Consultant shall furnish a standard, commercially available third-party report generator (such as Crystal Reports) that is compatible with the proposed SGMS to allow the Authority enable the Authority to define, format and generate customized reports. The Consultant shall furnish documentation on the SGMS database and train 5 Authority staff on how to query the database, and generate ad hoc reports.

TASK D. SLOT AND GATE MANAGEMENT SOFTWARE

Working under the general direction of Authority's Project Manager, the Consultant shall perform all work set forth herein. The Consultant shall also manage the work in accordance with the provisions defined herein, and ensure that the SGMS operates as intended and is maintained in accordance with the requirements set forth below.

1. The Consultant shall use its existing SGMS, to export the gate and stand/gate schedules to the EWR Airport Operational Database (AODB) the Authority currently uses to manage the common use gates in EWR Satellites B2 and B3, and will use to manage and monitor Terminal A common use gates, and other Terminal, B1, and C gates in the future.
2. All data shall be received and transmitted from the SGMS using a secure, encrypted method approved by the Authority, such as Secure File Transfer Protocol (FTP) or through an approved Virtual Private Network connection, in a format approved by the Authority.
3. The SGMS shall be capable of receiving and transmitting variable and complex airline operational data including, but not limited to, actual terminal departure/arrival gate information, flight numbers, enplaned and deplaned passengers, actual departure and

arrival times, in accordance with the most current version of Aviation Information Data Exchange (AIDX).

4. The Consultant's software shall have the capability to receive airport operational and flight data identified by the Authority from the systems which include, but are not limited to:
 - a. Gentrack's Airport 20/20
 - b. Aerobahn Surface Management System
 - c. Flight Explorer
 - d. GCR's AirportIQ Airport Safety & Operations Compliance System (ASOCS)

The Authority does not expect the Consultant to have license for the above systems. The Authority will establish data transfer with the Consultant. The Consultant's software shall be flexible and should be able to be modified to receive operational data from additional systems as directed by the Authority.

5. The Consultant shall create and maintain a secure online portal for the Authority and the airlines that allows airport-wide transparency. The Consultant shall provide a tool that allows the Authority and the airlines/handling agents, to see all aspects of EWR's coordination including terminal resources allocation and availability. The portal service shall include, but is not limited to, Schedule Movement Advice/Schedules Clearance Request (SMAs/SCRs).
6. The Consultant's software shall provide an online slot database that contains the information received from the automated data feeds as outlined herein, in accordance with international industry best practices. The online slot database shall allow authorized Authority and airline users to view the information.
7. The Consultant's software shall be continually updated with information received from the automated data feeds.
8. The Consultant's software shall provide an electronic interface to transfer data to and from the Consultant's online slot database, and the Authority's EWR AODB, the SGMS, and other operations software.
9. The Consultant shall provide authorized Authority representatives with access to the Consultant's software to allow to run queries and create ad-hoc reports in order to obtain information related to Authority operations and planning purposes.

10. Support Calls

The Consultant shall provide a US-based telephone number to enable the Authority to report issues that have a significant effect on the operation and the receipt of communications data, which shall be resolved by the Consultant within 24 hours. The phone number shall be staffed and available 24 hours per day, 7 days per week. The Consultant shall acknowledge and respond to all Authority generated requests for support in accordance with the service level time periods stated below.

11. Respond to Cyber Security Alerts/Vulnerabilities/Audit

If an Audit of the SGMS reveals security vulnerabilities, the Consultant shall correct the application to address and mitigate the reported vulnerabilities within two (2) business

days of the Authority's notification of the security vulnerability, or within another timeframe accepted by the Authority.

12. General Software Requirements

a. Port Authority Standards and Guidelines

The Consultant shall, at a minimum, conform to the latest revision of the Technology Standards for the Authority and industry best information technology practices listed below. The Consultant shall comply with the most current version of the Authority's Audit Department's Control Guidelines, included herein, and satisfy the checklists therein. The Consultant shall also comply with the most current version of the Authority's Cyber Security Guidelines (variation of NIST 800-53-R4), which will be provided by the Authority, and the resulting control mechanisms.

All services provided by the Consultant that are hosted externally to Authority IT infrastructure, including but not limited to software as a service, on-demand software, cloud computing, etc, shall comply with the requirements and controls stated in the attached Cloud Computing Framework and Cyber Security Guidelines. If externally hosted services are proposed for use, the Consultant shall submit documentation that demonstrates compliance with the Cloud Computing Framework requirements.

In the event of a conflict, between the requirements and standards, the more stringent criteria shall govern unless a waiver is explicitly granted in writing by the Authority's Chief Technology Officer.

- Exhibit I - The Technology Standards for the Port Authority
- Exhibit II - Cyber Security Guidelines for the Port Authority of New York and New Jersey
- Exhibit III - Audit Controls Requirement Contract Checklist
- Exhibit IV - The Port Authority of New York and New Jersey Cloud Computing Framework
- The Port Authority of New York & New Jersey Information Security Handbook, October 15, 2008, corrected as of November 14, 2013 (<http://www.panynj.gov/business-opportunities/pdf/Corporate-Information-Security-Handbook.pdf>).

The Consultant shall comply with the requirements in the Port Authority's Standards, as may be modified or supplemented from time to time by the Authority.

b. Audit for Compliance with Security Requirements

The Authority may conduct random or scheduled examinations of business practices under the section of the Agreement entitled "NOTIFICATION OF SECURITY REQUIREMENTS" and the Information Security Handbook in order to assess the extent of compliance with security requirements, Confidential Information procedures, protocols and practices, which may include, but not be 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.

The Authority may conduct random or scheduled audits of the Consultant's software in order to assess the compliance with the security requirements listed in the Cyber Security Guidelines, Cloud Computing Framework and Audit Controls listed above.

- c. The Authority may impose, increase, and/or upgrade security requirements for the Consultant, subconsultants and their staffs during the term of this Agreement to address changing security conditions and/or new governmental regulations.
- d. Redundancy and Failover

The Consultant shall maintain a separate, diversely located computing environment that either supports load sharing or automatic failover of the Consultant's software to support fault tolerance of its application. The Consultant shall describe how the Consultant will ensure continued full functionality of its software should its computing or network environment suffer a catastrophic failure, and indicate how the operational availability requirements will be met.

TASK E. MEETINGS

1. Kick off Meeting

Prior to commencement of work, the Consultant shall meet with Authority staff to discuss how it will provide slot coordination services, including but not limited to, how it will provide the services included herein.

2. Attend the bi-annual IATA Slot Conference scheduled meetings in accordance with IATA timelines. Meetings to take place at IATA coordinated location. The Consultant shall attend the IATA Slot Conference meetings with Authority representative(s). During the IATA Slot Conference, the Consultant shall meet with air carriers/operators on proposed scheduling.
3. Organize, facilitate, attend and facilitate two (2) meetings per year with the Authority and airport community to discuss slot coordination rules. Meetings shall take place at a specified time and location as determined by the Authority.
4. The Consultant shall meet, at least once per quarter, with the Authority's Project Manager to coordinate its work, report progress, discuss issues, review the slot coordination services being provided, and discuss any necessary changes.
5. Subsequent to each meeting, the Consultant shall record the above discussions and submit to the Authority a detailed list of the Authority's requirements that need to be addressed as part of the services, as well as identify all of the concerns and issues presented.

TASK F. SERVICE LEVEL AGREEMENTS

1. General System Performance Requirement

The System shall meet the performance requirements of this section and the Authority reserves the right to test System performance at any time.

a. System Accessibility

The System shall be accessible to authorized Authority staff and authorized airline stakeholders to manage slot and terminal operations 24 hours per day, 7 days per week, including holidays.

b. System Accuracy

As measured monthly, 100% of all data stored on the System shall be accurate, consistent and current. The data values stored for any object in the System shall be the correct values; the values for the same object shall be 100% current and shall be the same no matter where that object is used in the system. Furthermore, the System shall use the same terms and definitions for all data entered in the System's database, used in reports and online portals.

c. System Availability

The System shall be operational and available 99.99% of the time as averaged for each calendar month during the term of this Agreement, except during planned, scheduled maintenance time periods. Availability of all System components, including but not limited to, the applications software, online slot database, reporting tools and online portals furnished by the Consultant, shall be 99.99% for each calendar month of the term of this Agreement. If any portion of the System is unavailable, then the System is considered unavailable. As used in this numbered Clause (and in this clause only) "System Availability" means the time during any twenty-four (24) hour period all components of the SGMS are Available to Authority staff and authorized airline stakeholders to manage slot and terminal operations.

2. General Consultant Performance Requirements

During the life of this Agreement, the Consultant shall perform and adhere to the following Service Level Requirements:

a. The Consultant shall perform all duties outlined in Task A and B within previously specified timeframe.

b. Respond to all queries requested by the Authority within three (3) days.

c. Meet all requirements and timelines in accordance with the IATA WSG.

d. Gate Planning

Must direct and coordinate 100% of scheduled daily flight operations and monitor all deviations and adjust schedule plan accordingly to minimize the collective impact.

e. Check-in Counter Assignments Performance Metrics

1) Ticket counter assignment changes must be communicated to the Authority, airline and all related service providers no less than 24 hours prior to scheduled ticket counter open time.

2) Must maintain a monthly compliance rate of 99%.

f. Reporting

100% reporting shall be performed within three calendar days following request from the Authority.

3. Failure to Meet Service Levels

The Consultant's performance and completion of the services within the time(s) provided for herein are of the essence of this Agreement. Failure to perform any of the services within allotted time will result in the following:

- a. First Infraction: Consultant and the Authority meet to discuss infraction.
- b. Second Infraction: Formal written notice.
- c. Third Infraction: Meeting with Consultant and the Authority to discuss breach of contract.

TASK G. SERVICE QUALITY AND PERFORMANCE

As more fully set forth in the Agreement, the Consultant shall be subject to annual audits, or as determined by the Authority, performance reviews, and shall provide reports on the Consultant's system and service availability, service response times, service complaints, and service quality improvement initiatives. Audit to include other relevant metrics, such as reliability of portal, usability of reports with respect to accuracy, readability and usability of data and Gantt charts, adherence to operational requirements and restrictions, providing actionable plan and timeliness of responses.

IV. LIQUIDATED DAMAGES

- A. The Consultant's obligations for the performance and completion of the services within the time or times provided for herein are of the essence. In the event that the Consultant fails to satisfactorily perform all or any part of the services required herein in accordance with the requirements set forth in the Section III. Above, (as the same may be modified in accordance with provisions set forth elsewhere herein) then, inasmuch as the damage and loss to the Authority for such failure to perform includes items of loss whose amount will be incapable or very difficult of accurate estimation, the damages for such failure to perform shall be liquidated as follows:
 1. Failure to provide access to the online portal, as noted in Section III., task F. above, will incur liquidated damages of \$500 for each 8-hour period or part thereof.
 2. Failure to adhere to the performance service level requirements, as noted in Section III., task F. above, will incur liquidated damages of \$1,500 per occurrence
 3. The Consultant agrees that each month beyond the 4th month following such audit period closing date that the SSAE 16 compliance report is not submitted will result in liquidated damages of \$5,000 per month until the report is received by the Authority.
- B. The Project Manager shall determine whether the Consultant has performed in a satisfactory manner and their determination shall be final, binding and conclusive upon the Consultant.

- C. Failure of the Project Manager or the Authority to impose liquidated damages shall not be deemed Authority acceptance of unsatisfactory performance or a failure to perform on the part of the Consultant or a waiver of its remedies.

V. INFORMATION AND MATERIALS PROVIDED BY THE AUTHORITY

The Authority will make available for the Consultant “Exhibit II. Cyber Security Guidelines” specified below upon completion of Security Requirements, by the Consultant. 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 make every effort to 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>) and return a Notification of Document Destruction to the Authority ([Attachment E](#)). The Authority will make available for the Consultant's information certain documents specified below. 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. The Authority makes no representation or guarantee as to, and shall not be responsible for, their accuracy, completeness or pertinence, and, in addition, shall not be responsible for the conclusions to be drawn therefrom. They are made available to the Consultant merely for the purpose of providing him/her with such information as is in the possession of the Authority, whether or not such information may be accurate, complete or pertinent, or of any value to the Consultant.

The documents specified under B below were prepared for the subject work and form a part of this Agreement.

A. Information

1. Listing of software systems currently used by the Port Authority
2. Standard Operating Procedures Manual
3. Diagram Charts
 - a. Newark Liberty International Airport Parking Position Inventory
 1. Gate name
 2. Design aircraft
 3. Maximum sized aircraft
 4. Detailed owner
 5. The entity currently in control of the gate
 6. If gate can accommodate international arrivals
 - b. Gate Schematics
 - c. Check-in Counter Schematics

B. Base Documents

- [Exhibit I](#) - The Technology Standards for the Port Authority
- Exhibit II - Cyber Security Guidelines for the Port Authority of New York and New Jersey

- [Exhibit III](#) - Audit Controls Requirement Contract Checklist
- [Exhibit IV](#) - The Port Authority of New York and New Jersey Cloud Computing Framework
- The Port Authority of New York & New Jersey Information Security Handbook, October 15, 2008, corrected as of November 14, 2013 (<http://www.panynj.gov/business-opportunities/pdf/Corporate-Information-Security-Handbook.pdf>).

VI. LIABILITY INSURANCE AND WORKERS' COMPENSATION INSURANCE

A. Commercial Liability Insurance:

1. The Consultant shall take out and maintain at his own expense Commercial General Liability Insurance including but not limited to Premises-Operations, Completed Operations and Independent Contractor 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 contract, then the Consultant shall also take out, maintain and pay the premiums on Automobile Liability Insurance covering all owned, non-owned and hired autos in not less than \$5,000,000 combined single limit per accident for bodily injury and property damage. Any/all activities performed airside must, at all times, be performed while under 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 the 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 policies 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 cross-liability language providing severability of interests so that coverage will respond as if separate policies were in force for each insured. Furthermore, the Consultant's insurance shall be primary insurance as respects to the above additional insured(s), its representatives, officials, and employees. Any insurance or self-insurance maintained by the above additional insured(s) shall not contribute to any loss or claim. These insurance requirements shall be in effect for the duration of the contract to include any warrantee/guarantee period.

Further, the certificate of insurance and 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”

2. Additional Coverages: The Consultant shall have the policy endorsed when required by the Authority for specific services hereunder and include the additional premium cost thereof as an out-of-pocket expense:
 - a. If the services of the Consultant, as directed by the Authority, require the performance of services airside, the Commercial General Liability and Automobile Liability coverage limits stipulated in subparagraph 1, above, shall be increased to an amount not less than \$25,000,000 per occurrence as provided herein.
 - b. Endorsement to eliminate any exclusions applying to the explosion, collapse and underground property damage (XCU) hazards.
 - c. Endorsement to eliminate any exclusions on account of ownership, maintenance, operation, use, loading or unloading of watercraft.
 - d. Coverage for work within 50 feet of railroad.

B. Workers' Compensation Insurance:

1. The Consultant shall take out and maintain Workers' Compensation Insurance in accordance with the requirements of law and Employer's Liability Insurance with limits of not less than \$1,000,000 each accident. A waiver of subrogation in favor of the Authority and its related entities, as allowed by law, shall be included.
2. Additional Coverages: The Consultant shall have the policy endorsed when required by the Engineer for specific services hereunder and include the additional premium cost thereof as an out-of-pocket expense:
 - a. United States Longshoremen's and Harbor Workers' Compensation Act Endorsement.
 - b. Coverage B Endorsement - Maritime (Masters or Members of the Crew of Vessels), in limits of not less than \$1,000,000 per occurrence.
 - c. Amendments to Coverage B, Federal Employers' Liability Act in limits of not less than \$1,000,000 per occurrence.

C. Professional Liability Insurance:

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 form or may be written on a claims-made basis with a minimum of a three-year reporting/discovery period.

D. Cyber Insurance

\$ 5 million per occurrence coverage to include but not limited to third party liability, cyber-attack, privacy and network security, crisis management expense, network/computer system data breach, privacy wrongful act, data/electronic information loss, unauthorized access, theft of data, virus transmission, loss of service and denial of service.

E. 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 Manager shall so direct, the Consultant shall suspend performance of the contract at the premises. If the contract is so suspended, no extension of time shall be due on account thereof. If the contract is not suspended (whether or not because of omission of the Manager to order suspension), then the Authority may, at its option, obtain insurance affording coverage equal to the above required, the cost of such insurance to be payable by the Consultant to the Authority.
3. Upon request of the 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 contract. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Consultant against the obligations imposed on them by law or by this or any other Contract.
5. The Port 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 results in an additional premium, The General Manager, Risk Management for the Port Authority may consider such cost as an out-of-pocket expense.

P.A. AGREEMENT #AVI-16-***

DATE

FIRM NAME

ADDRESS

CITY, STATE ZIP

Attention: CONTACT NAME, TITLE

SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL SLOT GATE MANAGEMENT COORDINATION SERVICES AT NEWARK LIBERTY INTERNATIONAL AIRPORT ON AN "AS-NEEDED" BASIS DURING 2017-2018

Dear CONTACT:

1. The Port Authority of New York and New Jersey (the "Authority") hereby offers to retain FIRM NAME (the "Consultant" or "you") to provide expert professional Slot Gate Management Coordination Services at Newark Liberty International Airport on an "As-Needed" Basis during 2017-2018, as more fully set forth in Attachment A (and the attachments thereto), which is attached hereto and made a part hereof.

The Authority reserves the right, at its sole discretion, to extend this Agreement term for one additional year period (2019). A letter extending the Agreement term shall be sent to the Consultant at least 30 days prior to the end of the term signed by the Director.

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

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

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

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

4. In order to effectuate the policy of the Authority, the services provided by the Consultant shall comply with all provisions of federal, state, municipal, local and departmental laws, ordinances, rules, regulations, and orders which would affect or control said services as if the

services were being performed for a private corporation, unless the Authority standard is more stringent, in which case the Authority standard shall be followed, or unless the Consultant shall receive a written notification to the contrary signed by the Director personally, in which case the requirements of said notification shall apply.

5. The Consultant shall meet and consult with Authority staff as requested by the Director in connection with any service to be performed herein. All items to be submitted or prepared by the Consultant hereunder shall be subject to the review of the Director. The Director may disapprove if, in his sole opinion, said items are not in accordance with the requirements of this Agreement 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 will not be compensated under any provision of this Agreement for performance of such revisions. No approval or disapproval or omission to approve or disapprove, however, shall relieve the Consultant of its responsibility under this Agreement to furnish the requested services in accordance with an agreed upon schedule and in accordance with professional standards.

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

A. An amount equal to the actual hourly billing rate billed by you for professional and technical personnel times the total number of hours actually spent by said personnel in the performance of services hereunder. No hour of services by an employee shall be compensable hereunder unless the employee is actually paid for such services at his usual salary rate. The hourly billing rate for each employee is the amount to be paid to you and is full compensation for all benefits, taxes, etc., paid by you. There shall be no change in the billing rates during the first year of the term of this Agreement and no additional compensation for overtime, weekend, or holiday work. Attached hereto is a schedule of names, titles and corresponding hourly billing rates. Said schedule shall clearly indicate any of your employees, proposed by you to perform the requested services, that are former Authority employees. For compensation purposes under this Agreement, no said salary or amount shall exceed the salary or amount received by said personnel or rate customarily billed for a partner or principal as of the effective date of this

Agreement unless the Director has been notified in advance, in writing, of the increased salary, rate or amount and approves the increase.

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

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

B. Premium payments for overtime work or night work or for performing hazardous duty, actually paid to professional and technical employees, but not partners or principals, 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 will be reimbursed by the Authority when they have been authorized in advance by the Director in writing. The Project Manager for the Authority shall have the right to authorize and approve premium payments up to a total amount of one thousand dollars (\$1,000) per occasion. Payments above said total amount shall be subject to the prior written authorization of the Director. Such premium payments to supervisory employees who do not receive such payments in the Consultant's normal business practice will not be given under this Agreement.

C. Amounts actually paid to subconsultants hereunder who have been retained after the written approval by the Director of the subconsultant and the compensation to be paid the subconsultant. The Consultant shall submit a copy of the terms and conditions of the subconsultant's compensation (including multiplier, if applicable), as well as an estimate of the

number of hours required by the subconsultant to perform his services, as part of any request for approval of the subconsultant.

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

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

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

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

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

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

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

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

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

E. As used herein:

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

"Salaries paid to employees" or words of similar import means salaries and amounts actually paid (excluding payments or factors for holidays, vacations, sick time, bonuses, profit participations and other similar payments) to 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 multiplier referred to in Subparagraph A above.

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

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

9. 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 thirty (30) days after receipt of such certification by the Director, advance to you by check the sum certified minus all prior payments to you for your account.

10. 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.

11. 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.

12. 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 you are otherwise instructed by the Director.

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

14. No certificate, payment (final or otherwise), acceptance of any work or any other act or omission of the Authority or the Director shall operate to release you from any obligations under or upon this Agreement, or to estop the Authority from showing at any time that such certificate, payment, acceptance, act or omission was incorrect or to preclude the Authority from recovering any money paid in excess of that lawfully due, whether under mistake of law or fact or to prevent the recovery of any damages sustained by the Authority.

15. 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 of any ideas or methods represented by them for any purpose and at any time without compensation other than that specifically provided herein. The Consultant hereby warrants and represents that the Authority will have at all times the ownership and rights provided for in the immediately preceding sentence free and clear of all claims of third persons, whether such claims presently exist or arise in the future and they are whether presently known to either of the parties to this Agreement or not. This Agreement shall not be construed, however, to require the Consultant to obtain for the Consultant and the Authority the right to use any idea, design, method, material, equipment or other matter which is the subject of a valid patent, unless owned by the Consultant, by a subconsultant or by an employee of either. Whether or not your Proposal is accepted by the Authority, it is agreed that all information of

any nature whatsoever which is in any way connected with the services performed in connection with this Agreement, regardless of the form in which it has been or may be given by you or on your behalf, whether prior or subsequent to the execution of this Agreement, to the Authority, its Commissioners, officers, agents or employees, is not given in confidence and may be used or disclosed by or on behalf of the Authority without liability of any kind, except as may arise under valid existing or pending patents, if any.

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

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

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

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

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

21. The Authority has a long-standing practice of encouraging Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) to seek business opportunities with it, either directly or as subconsultants or subcontractors. "Minority-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.

22. NON-DISCRIMINATION REQUIREMENTS

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

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

B. Consultant agrees that these "Non-Discrimination Requirements" are a binding part of this Agreement. Without limiting the generality of any other term or provision of this Agreement, in the event the Authority, or a state or federal agency finds that the Consultant or any of its subconsultants or vendors has not complied with these "Non-Discrimination Requirements", the Authority may cancel, terminate or suspend this Agreement in accordance with Section 10 of this Agreement.

C. Consultant agrees to cooperate fully with the Authority's investigation of allegations of discrimination. Cooperation includes, but is not limited to, allowing the Authority to question employees during the investigation of allegations of discrimination, and complying with directives that the Authority or the State or Federal government deem essential to ensure compliance with these "Non-Discrimination Requirements."

23. NOTIFICATION OF SECURITY REQUIREMENTS

The Authority has the responsibility of ensuring safe, reliable and secure transportation facilities, systems and projects to maintain the well-being and economic competitiveness of the region. Therefore, the Authority reserves the right to deny access to certain documents, sensitive security sites and facilities (including rental spaces) to any person who declines to abide by Authority security procedures and protocols, any person with a criminal record with respect to certain crimes or who may otherwise pose a threat to the construction site or facility security. The Authority reserves the right to impose multiple layers of security requirements on the Consultant, its staff and subconsultants and their staffs, depending upon the level of security

required, or 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 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 of federal, state, and/or local criminal justice agency information databases and files; screening of any terrorist identification files and access identification, to include some form of biometric security methodology, such as fingerprint, facial or iris scanning.

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

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 Security Identification Display Area {SIDA}, the federal regulatory requirements for personnel performing Work at aviation facilities and 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 can be found at <http://www.secureworker.com>, or S.W.A.C. may be contacted directly at (877) 522-7922 for more information and the latest pricing. 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 Authority 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 appropriate Consultant or subconsultant to

immediately report to the Authority the loss of any staff member's individual facility-specific identification credential. The Consultant or subconsultant will be billed for the cost of the replacement identification credential. Consultant's and subconsultant's staff shall display Identification badges in a conspicuous and clearly visible manner, when entering, working at or leaving an Authority construction site or facility.

Employees may be required to produce not less than two forms of valid/current government issued identification having an official photograph and an original unlaminated social security card for identity and SSN verification. Where applicable, for sensitive security construction sites or facilities, successful completion of the application, screening and identify verification for all employees of the Consultant and subconsultant shall be completed prior to being provided a S.W.A.C. ID Photo Identification credential.

- Designated Secure Areas

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

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

- Access control, inspection, and monitoring by security guards

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

- Compliance with the Port Authority Information Security Handbook

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

- (1) require that the Consultant and subconsultants, when appropriate, sign Non-Disclosure and Confidentiality Agreements (NDAs), or an Acknowledgment of an existing NDA, provided by the Authority as a condition of being granted access to Protected Information categorized and protected as per the Handbook;
 - (2) require that individuals needing access to PI be required to undergo a background check, pursuant to the process and requirements noted in § 3.2 of the Information Security Handbook.
 - (3) require Consultants and commercial enterprises to attend training to ensure security awareness regarding Authority information;
 - (4) specific guidelines and requirements for the handling of PI to ensure that the storage and protection of PI;
 - (5) restrictions on the transfer, shipping, and mailing of PI;
 - (6) prohibitions on the publication, posting, modifying, copying, reproducing, republishing, uploading, transmitting, or distributing PI on websites or web pages. This may also include restricting persons, who either have not passed a pre-screening background check, or who have not been granted access to PI, from viewing such information;
 - (7) require that PI be destroyed using certain methods, measures or technology pursuant to the requirements set forth in the Handbook;
 - (8) require the Consultant to mandate that each of its subconsultants maintain the same levels of security required of the Consultant under any Authority awarded Agreement.
 - (9) prohibit the publication, exchange or dissemination of PI developed from the project or contained in reports, except between Consultants and subconsultants, on a need to know basis, without prior approval of the Authority;
 - (10) require that PI only be reproduced or copied pursuant to the requirements set forth in the Handbook.
- Audits for Compliance with Security Requirements

The Authority may conduct random or scheduled examinations of business practices under this section entitled “NOTIFICATION OF SECURITY REQUIREMENTS” and the

Handbook in order to assess the extent of compliance with security requirements, PI procedures, protocols and practices, which may include, but not be limited to, verification of background check status, confirmation of completion of specified training, and/or a site visit to view material storage locations and protocols.

24. CONFIDENTIAL INFORMATION/NON-PUBLICATION

A. As used herein, confidential information shall mean all information disclosed to the Consultant or the personnel provided by the Consultant hereunder which relates to the Authority's and/or the Port Authority Trans Hudson (PATH) Corporation's past, present, and future research, development and business activities including, but not limited to, software and documentation licensed to the Authority or proprietary to the Authority and/or PATH and all associated software, source code procedures and documentation. Confidential information shall also mean any other tangible or intangible information or materials including but not limited to computer identification numbers, access codes, passwords, and reports obtained and/or used during the performance of the Consultant's Services under this Agreement.

B. Protected Information shall mean and include collectively, as per *The Port Authority of New York & New Jersey Information Security Handbook (October 15, 2008, corrected as of November 14, 2013)*, Confidential Information, Confidential Proprietary Information, Confidential Privileged Information and information that is labeled, marked or otherwise identified by or on behalf of the Authority so as to reasonably connote that such information is confidential, privileged, sensitive or proprietary in nature. Confidential Information shall also include all work product that contains or is derived from any of the foregoing, whether in whole or in part, regardless of whether prepared by the Authority or a third-party or when the Authority receives such information from others and agrees to treat such information as Confidential.

C. The Consultant shall hold all such Protected Information in trust and confidence for the Authority, and agrees that the Consultant and the personnel provided by the Consultant hereunder shall not, during or after the termination or expiration of this Agreement, disclose to any person, firm or corporation, nor use for its own business or benefit, any information obtained by it under or in connection with the supplying of services contemplated by this Agreement. The Consultant and the personnel provided by the Consultant hereunder shall not violate in any manner any patent, copyright, trade secret or other proprietary right of the Authority or third persons in connection with their services hereunder, either before or after termination or expiration of this Agreement. The Consultant and the personnel provided by the Consultant hereunder shall not willfully or otherwise perform any dishonest or fraudulent acts, breach any security procedures, or damage or destroy any hardware, software or documentation, proprietary or otherwise, in connection with their services hereunder. The Consultant shall promptly and fully inform the Chief Engineer in writing of any patent, copyright, trade secret or other intellectual property rights or disputes, whether existing or potential, of which the Consultant has knowledge, relating to any idea, design, method, material, equipment or other matter related to this Agreement or coming to the Consultant's attention in connection with this Agreement.

D. The Consultant shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Authority or to the fact that goods have been, are being or will be provided to it and/or that services have been, are being or will be performed for

it in connection with this Agreement, unless the Consultant first obtains the written approval of the Authority. Such approval may be withheld if for any reason the Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In any case where the Consultant cannot make the certifications in this Section and the Section entitled "Certification of No Investigation (Criminal or Civil Anti-trust), Indictment, Conviction, Debarment Suspension, Disqualification and Disclosure of Other Information", the Consultant shall so state and shall furnish with the signed proposal a signed statement which sets forth in detail the reasons therefor. If the Consultant is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its proposal, setting forth in such statement the reasons for its uncertainty. With respect to the foregoing certification in paragraph "27G", if the Consultant cannot make the certification, it shall provide, in writing, with the signed proposal: (i) a list of the name(s), address(es), telephone number(s), and place(s) of principal employment of each such individual or organization; and (ii) a statement as to whether such individual or organization has a "financial interest" in this Agreement, as described in the Procurement Disclosure Policy of the Authority (a copy of which is available upon request to the Chief Procurement Officer of the Authority). Such disclosure is to be updated, as necessary, up to the time of award of this Agreement. As a result of such disclosure, the Authority will take appropriate action up to and including a finding of non-responsibility.

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

Notwithstanding that the Consultant may be able to make the certifications in this Section and the Section entitled "Certification of No Investigation (Criminal or Civil Anti-trust), Indictment, Conviction, Debarment Suspension, Disqualification and Disclosure of Other Information" at the time the proposal is submitted, the Consultant shall immediately notify the Authority in writing during the period of irrevocability of proposals on this Agreement or any extension of such period, or during the term of this Agreement, of any change of circumstances which might under this clause make it unable to make the foregoing certifications, might render any portion of the certifications previously made invalid, or require disclosure. The foregoing certifications or signed statement shall be deemed to have been made by the Consultant with full knowledge that they would become a part of the records of the Authority and that the Authority will rely on their truth and accuracy in awarding this Agreement. In the event that the Authority should determine at any time prior or subsequent to the award of this Agreement that the Consultant has falsely certified as to any material item in the foregoing certifications, has failed to immediately notify

the Port Authority of any change in circumstances which might make it unable to make the foregoing certifications, might render any portion of the certifications previously made invalid, or require disclosure, or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certifications required to be disclosed, the Authority may determine that the Consultant is not a responsible Consultant with respect to its proposal on the Agreement or with respect to future proposals on Authority agreements and may exercise such other remedies as are provided to it by the Agreement with respect to these matters. In addition, Consultant is advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see, e.g., New York Penal Law, Section 175.30 et seq.). Consultant is also advised that the inability to make such certification will not in and of itself disqualify the Consultant and that in each instance the Authority will evaluate the reasons therefor provided by the Consultant.

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

28. AUTHORITY TECHNOLOGY STANDARDS AND GUIDELINES AND SUPPLEMENTAL GUIDELINES FOR THE AUTHORITY TECHNOLOGY SERVICES DEPARTMENT

The Consultant and any subconsultant shall follow the Port Authority Technology Standard and Guidelines and the Supplemental Guidelines for the Port Authority Technology Services Department inclusive of, but not limited to, Audit Control Checklists and Technology Cloud Framework, attached hereto and made a part hereof, and shall comply with any updates to or changes in best practices related to such Standards and Guidelines. All services performed under this Agreement shall comply with:

- Exhibit A - The Technology Standards for the Port Authority
- Exhibit B - Cyber Security Guidelines for the Port Authority of New York and New Jersey
- Exhibit C - Audit Controls Requirement Contract Checklist
- Exhibit D - The Port Authority of New York and New Jersey Cloud Computing Framework

- The Port Authority of New York & New Jersey Information Security Handbook, October 15, 2008, corrected as of November 14, 2013 (<http://www.panynj.gov/business-opportunities/pdf/Corporate-Information-Security-Handbook.pdf>).

29. CONTRACT REVIEW AND COMPLIANCE AUDITS

The Consultant, and any subconsultants, shall provide prompt system access and reasonable assistance to the Authority's External and Internal Audit staff or its consultants in their performance of work under this Agreement, including producing specific requested information, extraction of data and reports. The Consultant, and any subconsultant, shall promptly support requests related to audits of this Agreement, administrative functions and operations covered by this Agreement. The Authority will require access to the Consultant's environment which supports the systems used to provide services required under this Agreement on a periodic basis; the hours to be determined, at the convenience of the Authority.

The Authority reserves the right to use and load security and system software to evaluate the level of security and vulnerabilities in all systems which control, collect, dispense, contain, manage, administer, or monitor operations related to this Agreement.

30. AUTHORITY ACCESS TO RECORDS

The Authority shall have access during normal business hours to all records and documents of the Consultant relating to any service provided under this Agreement, amounts for which it has been compensated, or claims the Consultant should be compensated, by the Authority above those included in the compensation set forth elsewhere herein. All Consultant records shall be kept in the Port District (as defined in McKinney's Unconsolidated Laws §6403). The expenditures incurred for an audit of records outside the Port District shall be paid by the Consultant. The Consultant shall obtain for the Authority similar access to similar records and documents of subconsultants. Such access shall be given or obtained both before and within a period of three (3) years after Final Payment to the Consultant, provided, however, that if within the aforesaid one year period the Authority has notified the Consultant in writing of a pending claim by the Authority under or in connection with this Agreement to which any of the aforesaid records and documents of the Consultant or of its subconsultants relate either directly or indirectly, then the period of such right of access shall be extended to the expiration of six (6) years from the date of Final Payment with respect to the records and documents involved.

The Consultant shall provide, at no cost to the Authority, access for and reasonable assistance to such auditors from the Authority or the Authority's external auditors that may, from time to time, be designated to audit detail records which support Consultant charges to the Authority. The Authority shall have access to the detail records that support Consultant charges to the Authority for up to three (3) years following the termination of the Agreement.

No provision in this Agreement giving the Authority a right of access to records and documents is intended to impair or affect any right of access to records and documents that the Authority would have in the absence of such provision.

31. CONTRACT RECORDS AND DECOMMISSION CLAUSE

The Authority will own and have all right, title and interest in all data, regardless of media used, including, but not limited to all notations, electronic copy of documents and hard copy documents in Consultant's possession, even if such data was obtained by the Consultant on behalf of the Authority prior to the Effective Date of this Agreement (the "Work Product") and, to the extent possible all Work Product shall be considered a work made for hire for Authority within the meaning of Title 17 of the United States Code (the Copyright Act). Consultant hereby grants, transfers and assigns any and all right, title and interest in and to the Work Product and all materials contained therein or prepare therefor. In addition, Consultant shall assign and hereby so assigns to The Authority all of its interest in the Work Product. Each party shall retain ownership of it pre-existing material used in accordance with this Agreement. While this Agreement is in force, Consultant grants to The Authority an irrevocable, non exclusive, worldwide, royalty free license to use, execute and copy for its internal purpose any pre-existing materials contained in the Work Product. Consultant and all of its personnel shall cooperate fully with The Authority and shall execute such further documentation as The Authority may request in order to establish, secure, maintain or protect The Authority, or its assignee's, ownership the Work Product and of all rights therein. Furthermore, Consultant agrees that it shall never transfer or assign the Work Product, or any rights therein, to any third party.

Consultant hereby (i) waives any so-called "moral rights" with respect to the Work Product; (ii) agrees never to use the Work Product without the prior express written consent of The Authority; (iii) agrees never to contest The Authority or its assignee's exclusive, complete and unrestricted ownership in and to the Work Product (including all copyright rights therein), or to claim adverse rights therein; and (iv) acknowledges that it shall not be entitle to any compensation beyond the specifically provided herein for any of the Work Product.

When in the performance of the contact services the Consultant utilizes passwords or codes for any purpose, at any time during or after the performance of such services, upon written request by the Authority, and restricted to data and systems used by the Authority related to this Agreement, the Consultant shall make available to the designated Authority representative all such passwords and codes.

Upon Agreement expiration or termination, all Authority Work Product shall be returned to the Authority at no additional cost, within 30 days of such termination or expiration and via a methodology and in a format to be mutually determined at the time of contract expiration or termination. Furthermore, the Consultant shall provide to the Project Manager, within 30 days of Agreement termination or expiration, written confirmation all electronic instances of Authority data, including, but not limited to production data, test data, backups, disaster recovery data, shall have been purged, permanently removed or destroyed in a manner consistent with Consultant company policy related to such data.

32. STATEMENT ON STANDARDS FOR ATTESTATION ENGAGEMENTS NO. 16 COMPLIANCE CLAUSE

Consultant agrees to produce an “Independent Service Auditor’s Report on a Description of Service Organization’s System and the Suitability of Design of Controls” in accordance with the American Institute of Certified Public Accountants (AICPA) Statement on Standards for Attestation Engagements No 16 (SSAE 16). The scope of the SSAE 16 audit report will include client considerations and services such as those provided within this contract and are reasonably expected within the industry, and as mutually agreed to by the two parties. The Consultant further agrees to maintain, SSAE 16 SOC 2 Type II, or similar certification for the duration of Agreement. The copy of the report and subsequent updates shall be submitted to the Authority throughout the term of this contract within 4 months following each report’s audit period close date, confirming compliance. Consultant agrees to remain “SSAE 16 Compliant” throughout the term of its contract with the Authority at no additional cost. This should also include all datacenters where the Authority’s data may be stored or transmitted. The Consultant agrees to include the Authority in the sample tested by the independent auditor.

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

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

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

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

34. CONSULTANT RESPONSIBILITY, SUSPENSION OF WORK AND TERMINATION

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

The Authority, in its sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when it discovers information that calls into question the responsibility of the Consultant. The Authority may exercise this right to suspend the Consultant by giving the Consultant written notice outlining the particulars of such suspension. Upon receipt of such notice, the Consultant shall comply with the notice's terms. Agreement activity may resume at such time as the Authority issues another written notice authorizing a resumption of performance under the Agreement.

Upon written notice to the Consultant, and an opportunity to be heard with appropriate Authority officials or staff, the Agreement may be terminated by the Authority at the Consultant's expense when the Consultant is determined by the Authority not to be responsible (non-responsible). In such event, the Authority or its designee may complete the contractual requirements in any manner he or she may deem advisable and may pursue available legal or equitable remedies for breach, including recovery of costs from Consultant associated with such termination.

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

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

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

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

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

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

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

36. CONFLICT OF INTEREST

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

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

37. DEFINITIONS

As used in sections 31 to 36 above, the following terms shall mean:

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

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

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

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

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

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

39. 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.

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

41. Nothing in this Agreement is intended to constitute the creation of an agency relationship between the Authority and the Consultant or any other right for the Consultant to act as the representative of the 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 Authority.

42. 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 "42" to "43" and insert a new Paragraph "42" as follows:

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

ATTACHMENT B

AGREEMENT ON TERMS OF DISCUSSION

**REQUEST FOR PROPOSALS FOR PERFORMANCE OF
EXPERT PROFESSIONAL SLOT GATE MANAGEMENT COORDINATION
SERVICES AT NEWARK LIBERTY INTERNATIONAL AIRPORT ON
AN “AS-NEEDED” BASIS DURING 2017-2018 (RFP #47339)**

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://corpinfo.panynj.gov/documents/Access-to-Port-Authority-Public-Records/>. 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 PERFORMANCE OF
EXPERT PROFESSIONAL SLOT GATE MANAGEMENT COORDINATION
SERVICES AT NEWARK LIBERTY INTERNATIONAL AIRPORT ON
AN “AS-NEEDED” BASIS DURING 2017-2018 (RFP #47339)**

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 MBE/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.