

July 18, 2017

SUBJECT: REQUEST FOR PROPOSALS FOR THE PERFORMANCE OF EXPERT PROFESSIONAL PLANNING, ARCHITECTURAL AND ENGINEERING SERVICES FOR THE REDEVELOPMENT OF JOHN F. KENNEDY INTERNATIONAL AIRPORT - MASTER PLAN AND NEAR TERM PROGRAM PLANNING (RFP #49155)

Dear Sir or Madam:

The Port Authority of New York and New Jersey (the “Authority”) is seeking Proposals in response to this Request for Proposals (RFP) for a Consultant to perform expert professional planning, architectural and engineering services for the Redevelopment of John F. Kennedy International Airport (JFK). 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.

In January 2015, New York Governor Andrew Cuomo created an Airport Advisory Panel (the Panel) to advise the State of New York and the Authority on the modernization of LaGuardia and JFK Airports. Subsequently, the Panel developed *A Vision Plan for John F. Kennedy International Airport, Recommendations for a 21st Century Airport for the State of New York* (the *Vision Plan*) (<https://www.governor.ny.gov/sites/governor.ny.gov/files/atoms/files/JFKVisionPlan.pdf>.) The *Vision Plan* highlights several challenges facing JFK, among them a fragmented and unbalanced terminal configuration, a congested and difficult to navigate roadway network, constrained airport operations and delays, an inefficient cargo operation, and inadequate transportation to and from the Airport. The *Vision Plan* emphasized the need for an airport-wide Master Plan to help JFK address such challenges and guide its eventual redevelopment.

The Authority is seeking a Consultant to develop a Master Plan that addresses the challenges highlighted in the *Vision Plan*, and to provide related program planning and project support services.

I. PROPOSER REQUIREMENTS

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

- A. Successfully completed at least one (1) Master Plan study, within the last ten (10) years, valued at a minimum of \$5 million, for a large hub airport serving at least 15 million annual air passengers.
- B. Provided program planning and design services, within the last fifteen (15) years, for the development or redevelopment of an international airport (with a construction value of at least \$500 million) serving at least fifteen (15) million annual air passengers and containing at least three (3) terminals, with at least one terminal exceeding one million square feet. For the purposes of this requirement, program planning and design services shall have included, at minimum: (1) performing demand analyses and determining facility requirements; (2) performing airside, terminal and landside modeling analyses; (3)

determining the preliminary basis of conceptual functional design for the terminals at the international airport; (4) determining the landside and airside impacts of terminal (re)development; (5) performing support facilities and utilities infrastructure planning.

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

II. PROPOSAL FORMAT REQUIREMENTS

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

- A. To be acceptable, the Proposal shall be no more than 40 pages-single-sided or 20 pages-double-sided, using 12-point or greater font size. The page limit pertains only to letters E, F (excluding the Staffing Analysis, Attachment D), and G in Section III below. Each resume shall be two-page maximum single-sided or one-page double-sided, using 12-point or greater font size. The Proposal pages shall be numbered and bound, with "Your Firm Name," and **RFP Number 49155** 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 **ten (10) electronic (CD) copies** of your Proposal for review. Each electronic copy of the Proposal shall be made into one (1) complete, searchable PDF file, and each electronic copy shall be conspicuously marked or labeled with the Proposer's name and RFP number 49155. In case of conflict, the reproducible original of the Proposal shall take precedence over material on the CD.

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

There is extensive security at the World Trade Center Site. You must present a valid government-issued photo ID to enter 4 WTC. Individuals without packages or carrying small packages, envelopes or boxes that can be conveyed by hand or on a hand truck may enter through the lobby. All packages, envelopes and boxes may be subject to additional security screening. There is no parking available at 4 WTC/150 Greenwich Street, and parking in the surrounding area is extremely limited. Express carrier deliveries by commercial vehicles will only be made via vendors approved by Silverstein Properties, the WTC Property Manager, through the Vehicle Security Center (VSC). Please note that use of the U.S. Mail does not guarantee delivery to Authority offices by the above listed due date for submittals. Proposers using the U.S. Mail are advised to allow sufficient delivery time to ensure timely receipt of their proposals. Presently, UPS is the only delivery vendor with approved recurring delivery times. UPS makes deliveries to 4 WTC around 9:30 a.m. each day. Please plan your submission accordingly. As additional express carriers may be approved by Silverstein Properties and scheduled for recurring delivery times with the VSC, this information may be updated. Under certain circumstances, a solicitation may

allow for a commercial vehicle to be approved to make a delivery in accordance with the VSC procedures. If applicable, the specific solicitation document will include that information. The Port Authority assumes no responsibility for delays, including, but not limited to, delays caused by any delivery services, building access procedures, or security requirements.

- D. In each submission to the Authority, including any return address label, information on the CD and information on the reproducible original 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 August 15, 2017**. 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. AGREEMENT ON TERMS OF DISCUSSION

In accordance with Authority policy, you are required to include in the front of your Proposal, a copy of Attachment B (Agreement on Terms of Discussion) signed by an officer of your company. If proposing as a joint venture, each firm in the joint venture must sign a copy of Attachment B.

B. TRANSMITTAL LETTER

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

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

All the qualification information required for a single entity shall be submitted for each participant in the joint venture. If 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.

C. COMPANY PROFILE

Complete a copy of Attachment C (Company Profile).

D. STAFF QUALIFICATIONS AND EXPERIENCE

The Firm's team shall include staff with expertise in a wide range of sectors and fields, including but not limited to: planning, architectural, engineering, constructability, estimating services, and business case analysis.

Note that the Authority has already retained the services of a financial advisor. The Authority does not require or expect prospective proposers to include financial advisors in their proposed teams.

1. List the name(s), title(s) and resumes of personnel who will be assigned to perform any services requested. Resumes should detail educational background, chronological history of employment, previous work relevant to this assignment along with length of time on the relevant assignments, and any relevant licenses and/or certifications.
2. Prepare an organizational chart that identifies the key individuals who will be assigned to perform the services requested in Attachment A, their firm affiliations and office addresses, functions, task responsibilities and reporting relationships.
3. Include a profile of persons identified in the organizational chart that describes how their experience and technical capabilities will assist in the successful completion of the proposed project.
4. Provide a profile for the proposed Project Manager that demonstrates that said individual has the necessary experience to complete the services outlined in Attachment A. Identify the aviation-related projects the proposed Project Manager has managed in the past ten (10) years that required the type of Master Plan and related program planning services requested in Attachment A. Include the percentage of time the individual will dedicate to this project as well as other projects, if any.

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

E. FIRM QUALIFICATIONS AND EXPERIENCE

Provide documentation of Firm's (including proposed subconsultants) qualifications and experience, on projects similar in size and scope to that of this RFP, including, but not limited to, a list of entities for which similar services (Master Plans and related program planning and design services) have been provided.

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

- 1) Project Title
- 2) Client entity and contact person (name, title, phone number, email address)
- 3) Other entities assisting in project
- 4) Project Manager
- 5) Key personnel participants
- 6) Specific services provided
- 7) Contract value
- 8) Date of completion

F. TECHNICAL APPROACH

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

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

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

G. MANAGEMENT APPROACH

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

- H. 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 Port Authority-certified MBE/WBE firms can be viewed at <http://www.panynj.gov/business-opportunities/supplier-diversity.htm>. A directory of MWBEs certified by Empire State Development Corporation's Division of Minority and Women Owned Businesses (DMWBE) may be viewed at: <https://ny.newnycontracts.com>.

The Consultant shall include its MBE/WBE Participation Plan (Form PA 3760C) with its Proposals, to be reviewed and approved by the Authority's Office of Business Diversity and Civil Rights (OBDCR).

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

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

All MBE/WBE subconsultants listed on the MBE/WBE Participation Plan must be certified by the Authority or DMWBE 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> and <https://ny.newnycontracts.com> to search for MBE/WBEs by a particular commodity or service. The Authority makes no representation as to the financial responsibility of these firms or their ability to perform work under this Agreement.

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

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

MBE/WBE Conditions of Participation

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

1. Commercially Useful Function: An MBE/WBE is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of work on a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved in accordance with normal industry practice. Regardless of whether an arrangement between the Consultant and the MBE/WBE represent standard industry practice, if the arrangement erodes the ownership, control or independence of the MBE/WBE or in any other way does not meet the commercially useful function requirement, that firm shall not be included in determining whether the MBE/WBE goal is met and shall not be included in MBE/WBE reports. If this occurs with respect to a firm

identified as a MBE/WBE, the Consultant shall receive no credit toward the MBE/WBE goal and may be required to backfill the participation. An MBE/WBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed in order to obtain the appearance of MBE/WBE participation. An MBE/WBE may rebut a determination by the Authority that the MBE/WBE is not performing a commercially useful function to the Authority.

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

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

Counting MBE/WBE Participation

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

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

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

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

compared with fees customarily allowed for similar services. The cost of the materials and supplies themselves will not be counted.

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

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

- I. A complete list of your firm's affiliates, if any.
- J. If the Proposer or any employee, agent or subconsultant of the Proposer may have, or may give the appearance of a possible conflict of interest, the Proposer shall include in its Proposal a statement indicating the nature of the conflict. The Authority reserves the right to disqualify the Proposer if, in its sole discretion, any interest disclosed from any source could create, or give the appearance of, a conflict of interest.

Proposer is required to disclose all work performed at John F. Kennedy International Airport for a period of three (3) years prior to the date of submission. Proposer shall include work performed by all affiliates, and provide, to the extent applicable, start and end dates of each engagement, the name of the stakeholder or entity for which the proposer performed work, and a short description of the nature of the work or project.

Proposers are advised that, while not currently anticipated, nothing herein shall preclude the Authority from determining at a subsequent point in time, that 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 31 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.

The Authority's determination regarding any question(s) of conflict of interest shall be final.

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

IV. SELECTION PROCESS:

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

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

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

V. ORAL PRESENTATIONS:

After review of all Proposal submissions, an oral presentation to the selection committee and others, as appropriate, may be requested. It should be noted that firms selected to make presentations may be given short advance notice. The total time allocated to your presentation, including opening and closing statements and questions and answers, is ninety (90) minutes. Proposer's staff providing the presentation shall be led by the proposed Project Manager, who may be supported by no more than four (4) other senior staff members proposed to work on this project. Notification of presentation scheduling is made by email. Please provide the name and email address of the person who should be contacted for presentation scheduling, as well as an alternate in the event that person is unavailable.

VI. SECURITY REQUIREMENTS

The Authority will provide certain documents to those firms deemed solely by the Authority as bona fide proposers interested in responding to this RFP. In order to be deemed a bona fide proposer and receive these documents, a firm must first submit the following to the Solicitation Manager listed in Section VII below (firms may send a PDF attachment of the required documents to the Solicitation Manager via email: jsummerville@panynj.gov) (copying Ekatherina Carrera at ecarrera@panynj.gov), with an original hard copy containing original signatures to the address provided in Section II.C. above:

- A. A letter of intent to propose on this RFP, signed by a principal of the firm on firm letterhead.
- B. A completed Attachment C (Company Profile). Please note the documents (encrypted, password protected file only) will be provided to the contact noted by the firm in Attachment C (Line 10).
- C. A notarized affirmation signed by a principal of the firm that contains the following certification:
 - 1. the information provided by the Authority will be kept in confidence by the firm and by any contemplated and actual proposed subconsultants and/or team members with which the firm might have shared the information;
 - 2. the information provided will be used only for the purpose of addressing the requirements of the RFP, and for obtaining pricing information required to submit a proposal;

3. the information provided will be destroyed in the event of notification that the firm(s) was not awarded a contract for the work to be performed under this Agreement; and
4. the firm will retrieve all information that might have been provided by the firm to any contemplated and actual proposed subconsultants and/or team members, for destruction in accordance with the requirements set forth under number (3) above.

E-mailed PDF requests should be received no later than 12:00 p.m. EST on August 1st, 2017. The Authority anticipates, but does not guarantee, that it will provide certain documents to the requestor within seventy-two hours of receipt of the emailed PDF request.

Submission of any information requested in accordance this Section is separate and apart from that also requested elsewhere in this RFP. If the information is also required under any section of the RFP, including, but not limited to, Proposer Requirements and Proposal Requirements, the information must also be submitted with the firm's proposal. Submission of such information with respect to requesting the documents, as set forth in this Section, will **not** constitute submission of the information for purposes of the RFP. The Authority's determination as to whether a requestor of these documents is deemed a bona fide proposer and therefore eligible to receive the documents shall be final.

VII. ADDITIONAL INFORMATION:

Proposers are advised that additional vendor information, including, but not limited to forms, documents and other related information, may be found on the Authority website at http://www.panynj.gov/DoingBusinessWith/contractors/html/other_info.html. Additionally, Proposers are encouraged to periodically access the Authority website at <http://www.panynj.gov/business-opportunities/bid-proposal-advertisements.html> for RFP updates and addenda.

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

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

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

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

Following selection of a Consultant, the Authority will forward two copies of the Agreement to the selected firm, which must sign and return both copies. The return to you of one copy executed by the Authority will effectuate the Agreement.

Should you have any questions, or to request access to information and/or materials referenced in Attachment A, Section V., that are not available on the Authority's website, please contact both James Summerville, Principal Contract Specialist, and Ekatherina Carrera, Sr. Contract Specialist, by email at jsummerville@panynj.gov and ecarrera@panynj.gov. All such emails must have "RFP 49155" in the subject line. The Authority must receive all questions no later than 4:00 P.M., seven (7) calendar days before the RFP due date. Neither Mr. Summerville nor any other employee of the Authority is authorized to interpret the provisions of this RFP or accompanying documents or give additional information as to their requirements. If interpretation or additional information is required, it will be communicated by written addendum issued by the undersigned and such writing shall form a part of this RFP, or the accompanying documents, as appropriate.

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

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

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

Sincerely,

David Gutiérrez, CPPO
Assistant Director
Procurement Department

Attachments

ATTACHMENT A

PERFORMANCE OF EXPERT PROFESSIONAL PLANNING, ARCHITECTURAL AND ENGINEERING SERVICES FOR THE REDEVELOPMENT OF JOHN F. KENNEDY INTERNATIONAL AIRPORT - MASTER PLAN AND NEAR TERM PROGRAM PLANNING

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>.

The Authority's facilities are vital *Gateways to the Nation*. John F. Kennedy International Airport (JFK or the Airport) itself serves as the international gateway to the State of New York and to the nation, welcoming more international passengers to the United States than any other airport in the nation. In 2016, JFK accommodated over 80 airlines serving nearly 60 million passengers. Air passenger demand continues to grow, with a twenty-two percent (22%) growth rate in passenger demand over the past five (5) years. Moreover, JFK continues to be the region's gateway for air cargo and is an important economic engine for the region, generating \$15 billion in wages and nearly 285,000 jobs.

In January 2015, New York Governor Andrew Cuomo created an Airport Advisory Panel (the Panel) to advise the State of New York and the Authority on the modernization of LaGuardia and JFK Airports. Subsequently, the Panel developed *A Vision Plan for John F. Kennedy International Airport, Recommendations for a 21st Century Airport for the State of New York (the Vision Plan)* (<https://www.governor.ny.gov/sites/governor.ny.gov/files/atoms/files/JFKVisionPlan.pdf>). The *Vision Plan* highlights several challenges facing JFK, among them a fragmented and unbalanced terminal configuration, a congested and difficult-to-navigate roadway network, constrained airport operations and delays, an inefficient cargo operation, and inadequate transportation to and from the Airport. The *Vision Plan* emphasized the need for an airport-wide Master Plan¹ to help JFK address such challenges and guide its eventual redevelopment.

II. SCOPE OF WORK

Guided by the framework provided by the *Vision Plan*, and under the direction of the JFK Redevelopment Project Team (Project Team), the Consultant shall develop a Master Plan to guide JFK's redevelopment and provide related program planning and project support services.

The services of the Consultant shall generally consist of providing expert professional planning, architectural, engineering, constructability, and estimating services, program support and business case analyses in furtherance of the objectives highlighted in the preceding paragraph. The Consultant's services shall be provided in three main categories:

¹ The use of the term Master Plan in this document is limited to the scope of work described herein and should not be confused with the term as defined by the FAA.

- A. Master Plan: Evaluate the challenges identified in the *Vision Plan*, including but not limited to the capacity of JFK to accommodate growing passenger and cargo demand, and deliver a comprehensive framework to redevelop the Airport (in the near-, medium-, and long-term) to meet future aviation demand, up to 2050. Review and update the Authority's existing airport design standards to reflect the qualities of JFK as a world class international gateway to the nation.
- B. Program Planning: Develop near-term (ten-year) functional design and broad program criteria for Terminal 1 (T1)/Terminal 2 (T2), Terminal 4 (T4), Terminal 7 (T7), North Cargo Area/Phase 1, and other support facilities.
- C. Project support services: Provide project support services related to, at minimum, the following:
 - 1. Project schedule and progress reports
 - 2. Meetings and presentations

In developing the Master Plan, the Consultant shall consider the challenges identified in the *Vision Plan*, including but not limited to:

- A. Insufficient terminal, gate, aircraft parking and airfield capacity
- B. Lack of consistent world class standards services and passenger experiences
- C. Terminal security elements developed in a pre-9/11 security environment
- D. Decades of fragmented unit terminal development without a comprehensive airport plan
- E. Unreliable Airport transportation access and confusing on-airport roadway networks
- F. A congested AirTrain during peak periods
- G. Majority of the air cargo facilities not meeting industry standards
- H. The inability of the Airport to meet forecasted growth of 100 million passengers by 2050, and the consequent strain on already congested airfield, terminals, roadway and parking systems.

The Master Plan shall provide a holistic approach to address these and other challenges to the redevelopment of JFK, taking into account any and all issues that could impact such redevelopment – for example, the constructability of infrastructure; the operational and financial feasibility of improvements; the sustainability of improvements; storm resiliency; environmental, regulatory, and community impacts; etc.

The Master Plan shall be coordinated with other relevant completed or ongoing planning activities, including, but not limited to airport capacity planning, airport access (including airport access-related work by MTA and New York State Department of Transportation NYSDOT) and airport security planning efforts. The Master Plan shall also consider development at the Authority's other airports, incorporating, as appropriate, recommendations for LaGuardia Airport (LGA) and Newark Liberty International Airport (EWR) planning activities.

The Master Plan shall comply with, at minimum, the guidance of Federal Aviation Administration (FAA) Advisory Circular 150/5300-13A (*Airport Design*), and other relevant

criteria, including but not limited to Advisory Circulars and Orders and Federal Aviation Regulations; Transportation Security Administration (TSA) requirements; Customs and Border Protection (CBP) requirements; other Department of Homeland Security (DHS) requirements; Authority codes and standards, and all other applicable planning and operational rules and regulations.

The *Vision Plan* identified JFK's "inconsistent terminal development" as a source of today's "fragmented" Airport, which delivers inconsistent levels of service across six (6) different terminals. While citing the need to create a Master Plan as a broad framework to guide the redevelopment of JFK, the *Vision Plan* also recommended the development of "global, world-class standards" that should be "applied to all JFK terminals to ensure a more consistent passenger experience." One objective of this Scope of Work is the development of 21st Century airport design standards to modernize and transform the Airport. In developing these design standards, the Consultant shall augment any existing guidelines that define spatial requirements for various functional areas within the terminals by defining an overall design intent and specification of design criteria to help guide the development of modern, world-class airport terminals at JFK.

It is anticipated that the terminals will be developed with private capital investment and operated by third parties. Thus, while the design standards and augmented guidelines should focus on the broad objectives defined herein, the documents shall not hinder the creativity and innovation necessary to attract private capital investment and third-party operators.

The Master Plan shall further refine the goals and recommendations provided in the Vision Plan, including but not limited to:

- A. Deliver an overall comprehensive framework to redevelop the Airport (in the near-, medium- and long-terms) to meet future aviation demand, up to 2050;
- B. Provide a world-class unified Airport to meet the demand for the 21st Century air transportation, which reflects the importance of the airport to the region;
- C. Create a more unified, consistent, interconnected terminal system that satisfies capacity and demand requirements and enhances security;
- D. Provide a best-in-class passenger experience and amenities in retail, dining, and business and conference center capabilities;
- E. Redesign and improve the on-airport roadway network for easy and efficient access;
- F. Increase AirTrain capacity;
- G. Optimize parking facilities;
- H. Improve airfield capacity to reduce ground delays;
- I. Develop state-of-the-art cargo facilities;
- J. Locate, and minimize the footprint of, support facilities (including but not limited to cogeneration, fuel farm, aircraft parking, maintenance, deicing) and maximize the utilization of premium airport real estate, particularly within the Central Terminal Area (CTA), and recommend the modernization and/or replacement of aging infrastructure;

- K. Deploy the latest technology to improve and enhance the passenger experience, including, but not limited to enhancements compliant with federal law and regulation to enhance and expedite security; more efficient parking, check-in, and wayfinding technology to make for a more convenient airport passenger experience;
- L. Optimize On-Airport land areas for aviation and non-aviation uses, including ways to enhance quality of life for nearby residents;
- M. Maximize job creation and economic opportunities in Queens and the region; and
- N. Increase the economic value of the Airport to the Region.

III. DESCRIPTION OF CONSULTANT’S TASKS

The Consultant shall perform all tasks in accordance with methodologies approved by the Authority. Tasks to be performed by the Consultant shall include but not be limited to:

A. MASTER PLAN

TASK 1. GOALS AND OBJECTIVES

- a. Meet with the Authority to identify goals and objectives of this Task.
- b. Submit a Preliminary Draft Goals and Objectives Report (Report) documenting agreed-upon goals and objectives.
- c. Review, analyze and evaluate Authority comments to the Report and submit a revised report for acceptance by the Authority.

TASK 2. INVENTORY AND EXISTING CONDITIONS

Assemble, review, organize, and summarize all information provided by the Authority (throughout the duration of the Agreement) and collect additional information as needed for the Master Plan work. This information includes, but is not limited to, all elements pertaining to the airfield (e.g. runway and taxiway system), aprons, terminals, air cargo, general aviation, existing utility systems, drainage infrastructure, and supporting ancillary facilities, as well as, landside (e.g. on-airport roadways, parking facilities, and interface with off-airport network) and mass transit and regional access systems. The Consultant shall:

- a. Conduct a data collection process, which shall be streamlined, organized and conducted with a clear understanding of the need for the information to support the demand/capacity analyses and determination of facility requirements.
- b. Gather, review, research and organize basic information, data, and mapping including, but not limited to, all plans, specifications, maps, photographs, drawings and other relevant data for airport master work, including FAA Forms 5010-1 and National Oceanic Atmospheric Administration (NOAA) Obstruction Charts, data and information pertaining to climate including, wind coverage, annual rain/snow fall, annual Instrument Flight Rules (IFR) days vs. Visual Flight Rules (VFR) days (to be provided by the Authority), landside traffic volumes and operational conditions at key intersections and roadways.

- c. Identify information that, in the Consultant’s opinion, might be outdated and determine the need for additional information not readily available but which is necessary to accurately determine inventory and existing conditions, giving the Consultant’s reasons therefor. Compile/prepare new data and related documentation only when existing information is found to be incomplete or outdated, but only upon prior approval of the Authority.
- d. As directed by the Authority, conduct on-site inspections/field visits and/or meetings with JFK senior staff or airlines/terminal operators to verify the accuracy of (and supplement if necessary) the information, data, and mapping information.
- e. Identify, update/supplement available documents and integrate into an inventory that describes and documents existing facilities, noting type (i.e. terminals, hangars, etc.), size and elevation (i.e. approximate dimensions or square-footage), condition (i.e. excellent, fair, poor), and use (i.e. current tenant, or the description of how the facility is being utilized) and recommended disposition (i.e. demolish, renovate) citing reasons for such recommendation. Identify existing utility service (i.e. water, electric, gas, and sanitary sewer, etc.) including age, capacity and condition when such information is available and identify areas where the information is lacking.
- f. Compile, review and summarize data that identifies JFK in the context of its regional setting and the land use characteristics around the Airport.
- g. Update and supplement available documents to provide an environmental overview of JFK, including but not limited to, existing elements such as site-specific constraints/considerations, sustainability, and noise issues.
- h. Identify planned infrastructure improvements (identified in the Authority’s Capital Plan and other sources, as applicable) and commissioning date for input into Task 5 below.
- i. Inventory data shall be summarized and presented in the context of an overall 21st century vision of the Airport in a narrative, graphic, and tabular form, as appropriate, in draft format and resubmitted after incorporating Authority comments.

TASK 3. FORECASTS OF AVIATION DEMAND

For Master Plan purposes, the Authority has already developed an airport-wide aviation (passenger, cargo, General Aviation, fleet mix) forecast (unconstrained) with Design Day Flight Schedules (DDFS) in five (5) year intervals up to year 2050. A constrained forecast and associated DDFS would also be made available when finalized.

Review, organize and utilize the available forecast data to create necessary hourly peak, daily peak or other specific time demand information for variety of analyses. Supplemental or updating of forecast may be needed.

TASK 4. AVIATION DEMAND DATA ANALYSIS AND GATING ASSUMPTIONS

- a) Utilizing available aviation passenger forecast data from Task 3, analyze airline market trends, alliances, code-sharing, operating and business characteristics (i.e. exclusive, preferential or common use gate), and develop flight activity terminal assignments, distribution and gating assignments. This includes all demand levels up to 2050.

- b) Pair, gate and tow, as necessary, all flight activities by terminal and business assumptions. Develop and calibrate, as necessary, airlines' flight operating characteristics, including but not limited to minimum/maximum gate occupancy time, gating buffer time, minimum tow-time and other assumptions affecting facility requirements.
- c) Analyze air cargo and General Aviation (GA) demand data, develop and calibrate, as necessary, all cargo and GA flight operations assumption parameters.

TASK 5. CAPACITY/DEMAND ANALYSES AND FACILITY REQUIREMENTS

Utilize planning information developed from previous tasks – such as current airport element inventory and associated current condition and capacity, aviation forecast data, etc. – to perform gap analyses and derive facility requirements. Airside, terminal and landside components and their supporting facilities shall be evaluated, analyzed and modeled, as necessary, to determine whether they have the capacity to accommodate forecasted demand levels incrementally without incurring significant delays or resulting in an unacceptable decrease in service levels. As applicable, incorporate completed and ongoing planning work in the analyses. Deficiencies in capacity shall also be derived and quantified and then translated into their respective facility requirements incrementally to year 2050. The analyses shall also identify demand level trigger points for major airside, terminal and roadway components expansion and redevelopment.

Utilize the FAA's Advisory Circular 150/5060-5, *Airport Capacity and Delay*, International Air Transport Association (IATA) terminal capacity planning, and/or another method approved by the Authority to estimate current and future levels of capacity for the airfield, terminals, roadways, AirTrain, air cargo facilities, General Aviation, ancillary support facilities, utilities, non-aeronautical facilities, etc. Consider aircraft ground traffic patterns and procedures, including but not limited to severe weather avoidance plan (SWAP) and irregular operations (IROPS). (Completed and future airspace and runway capacity analyses and relevant documentation will be provided to the Consultant for incorporation in the Master Plan, subject to execution of confidentiality agreements.)

Review the Authority's *Airport Standards Manual* and build on the scan/inventory of the design aspects of world-class international and domestic airports prepared as part of the JFK Vision effort. Prepare a design criteria benchmark summary and make recommendations on specific elements for incorporation into the terminal design criteria section of *Airport Standards Manual*. This work shall be completed as part of the development of the gap analysis and design criteria described below.

In developing the gap analysis and facility requirements, at a minimum, the Consultant shall consider information related to the following:

- a) Airfield Infrastructure
 - 1) Runways
 - 2) Taxiways/taxi lanes
 - 3) Restricted service roads
 - 4) Aircraft staging areas

- 5) Holding pads
 - 6) Remain overnight (RON) parking positions
 - 7) Deicing facilities
 - 8) Airfield lighting
 - 9) Navigational Aids
 - 10) Utilities including hydrant fueling
- b) Passenger Terminal
- 1) Peak hour capacity & requirement analysis for major components
 - 2) Terminal connectivity
 - 3) Passenger processing nodes
 - 4) Check-In and Recheck
 - 5) Passenger Security Check-Point
 - 6) Inbound and Outbound Baggage Handling Systems
 - 7) Boarding Concourse Circulation
 - 8) Hold Rooms and Lounges
 - 9) Domestic and International Arrivals
 - 10) Transfer Facilities
 - 11) Federal Inspection Services (FIS) and Customs and Border Protection (CBP)
 - 12) Apron and Gate Capacity
 - 13) Concessions and Restaurants
 - 14) Pre-Security
 - 15) Post-Security
 - 16) Egress
 - 17) Vertical Circulation
 - 18) Airport People Mover
 - 19) Technology to enhance the passenger experience
 - 20) Sustainability and Resilience
 - 21) World-class standards
- c) Landside Infrastructure
- 1) On-Airport Access Roadway Network
 - 2) Off-Airport Access Roadway Interface
 - 3) Arrival and Departure Frontages

- 4) Short and Long Term Auto Parking Utilization and Occupancy
 - 5) Employee Parking
 - 6) “Cell phone” Parking Lot
 - 7) Consolidated Rental Car Facility (CONRAC)
 - 8) Airport People Mover
 - 9) Transit Capacity/AirTrain/One-seat ride
 - 10) Technology and other Intelligent Transportation Systems (ITS)
 - 11) Sustainability and Resilience
- d) Air Cargo Facilities
- 1) Freighter aircraft positions
 - 2) Cargo complex/warehouses
 - 3) Customs facilities/security screening facilities
 - 4) Truck parking
 - 5) Freight forwarder facilities
 - 6) Ground Service Equipment (GSE) storage facilities
 - 7) Trends in air cargo
- e) General Aviation
- 1) Fixed Base Operators (FBO)/terminals
 - 2) Hangars
 - 3) Aprons
 - 4) Auto parking
 - 5) Roadway access
- f) Air Rescue and Firefighting (ARFF)
- g) Air Traffic Control Tower (ATCT)
- h) Airport Support Facilities
- 1) Business/conference centers
 - 2) Hotel
 - 3) Training Centers
 - 4) Medical/Veterinary Facilities
 - 5) Technology to enhance the user experience
 - 6) Maintenance Hangars
 - 7) Ground Service Equipment (GSE) Storage

- 8) Aircraft De-icing/Snow Melter/Glycol Recovery
- 9) Bulk fuel farms/on-site fuel storage and distribution system
- 10) Flight Kitchens/Commissaries
- 11) Cogeneration Plant
- 12) Utility infrastructure

TASK 6. BENCHMARKING TO WORLD CLASS STANDARDS

Identify the standards that contribute to a world class experience at airports throughout the world, to be used as a benchmark for the development of world class terminals at JFK. The benchmarked standards shall be consistent with the *Vision Plan*.

Provide a list of terminal areas that will be included in the design standard benchmarking for review and acceptance by the Authority before proceeding with the analysis, and develop and describe key elements of the overall design intent for JFK redevelopment. As necessary, use photographs, suggested typologies, renderings, and other graphical tools to clearly communicate design criteria. The design intent and the recommended criteria shall include but not be limited to: Architectural exteriors, Interior finishes and materials (e.g. floor, walls, ceilings, etc.), Sustainability achievements, Signage & Graphics, Lighting, Airline tenant areas, and Store fronts.

For review by the Authority, develop a design criteria implementation plan, identifying:

- The purpose of the criteria.
- Potential obstacles to implementation.
- Strategies to ensure terminal redevelopment proceeds in accordance with design criteria and to enable JFK to grow over time into an integrated airport experience (i.e. mitigations to the implementation obstacles). These strategies shall consider or recommend, at minimum: collaborative design approaches, tenant requirements, and design review committees.

TASK 7. AIRPORT DEVELOPMENT OPTIONS ANALYSES, EVALUATION AND SELECTION OF PREFERRED OPTIONS WITHIN THE FRAMEWORK OF THE VISION PLAN

- a. Based on the results of Task 5, and utilizing capacity/demand trigger points and corresponding planning horizons, prepare preliminary developmental option scenarios and evaluate proposed improvements with regard to constructability, operational feasibility, financial feasibility, sustainability, storm/climate resiliency, security, facility requirements, utility impacts, and environmental impacts.
- b. Develop conceptual and functional plans, and a high-level Concept of Operations for each preliminary developmental option scenario. Develop evaluation criteria and a range of performance metrics to assess the preliminary development option scenarios. The evaluation shall focus on seeking the best approach to meet the Airport's facility needs and *Vision Plan* goals over the near-, mid-, and long-term planning periods. The criteria must be approved by the Authority before any subsequent work related to the developmental option scenarios analysis commences.

- c. Incorporate planned infrastructure improvements included in the approved Port Authority Capital Plan as appropriate for future planning periods.
- d. Review, validate and analyze the preliminary development option scenarios.
- e. Recommendations of preferred options shall be provided, in a format to be determined by the Authority, after the evaluation process.
- f. Develop an implementation and construction-phasing schedule for major milestones.

TASK 8. PREFERRED OPTIONS LANDSIDE AND AIRSIDE MODELING ANALYSES

- a. Review and validate the landside and airside baselines models provided by the Authority.
- b. Utilize available aviation forecast data, detailed incremental flight and gating data, facility requirements, and develop demand level inputs data for both landside and modeling analyses.
- c. Develop modeling assumptions, input parameters and methodologies for Authority approvals.
- d. Using Authority-provided calibrated, validated baseline models (*VISSIM* and *TAAM*), perform airport-wide overall level modeling for preferred options both landside (using *VISSIM*) and airside (using *TAAM*).
- e. Prepare post processing of the modeling results and develop report materials.
- f. Use modeling results to improve and finalize preferred options.

TASK 9. PROJECT IDENTIFICATION

Based on refined preferred development options, recommend redevelopment-related projects and initiatives that can be implemented by the Authority in the near- (ten years), mid- (ten to twenty years), and long-term (up to 2050). Each recommendation shall include, at a minimum, scope of work, order of magnitude cost estimates, construction sequencing, and identification of enabling projects.

TASK 10. “AIRPORT LAYOUT PLAN” AND CONCEPTUAL/OPERATIONAL PLAN DRAWINGS

- a. Using the recommended redevelopment projects from Task 8, develop an “Airport Layout Plan” drawing graphically depicting existing and future (near-, mid-, and long-term) development for each of the preferred options. Projects shall be identified via color-coding (or other means as identified by the Consultant and approved by the Authority) to identify which projects would occur during which phase of development. The drawings shall include, but not be limited to, required facility identifications, description labels, FAA Part 77 imaginary surfaces and TERPS surfaces, Runway Protection Zones, Runway Safety Areas and basic airport and runway data tables. More than one drawing may be needed to present the necessary information; however, a complete Airport Layout Plan Drawing Set is not required. The “Airport Layout Plan” to be prepared under this task will not be subject to FAA approval and shall not contain

FAA signature blocks, but shall be prepared so that the documents can be used as the basis for a future Airport Layout Plan Drawing Set not included in this scope.

- b. Prepare a full set of functional drawings that correspond to the high-level Concept of Operations developed in Task 7. Each Concept of Operations shall be accompanied by one to two paragraphs describing the concept. Submit a draft “Airport Layout Plan” and draft functional plans for review, incorporate Authority comments as applicable, and resubmit as final.

B. PROGRAM PLANNING

TASK 1. DATA COLLECTION, REVIEW, VALIDATION AND EXISTING CONDITION

- a. Collect, review, develop, organize and summarize inventory information, data, and mapping pertaining to existing terminals, North Cargo Area, fuel farms, drainage, AirTrain, utilities infrastructure and tenants’ operational needs by analyzing information provided by the Authority and meeting with airlines and/or terminal operators, tenants, vendors, as appropriate, and as directed by the Authority.
- b. Review and assess the existing condition of the Airport’s landside, aeronautical, terminal building areas, the operation of the Airport, and certain capacity and utilization analyses. Review architectural design and analyze service levels pertaining to T1/T2, T7 and T4, as well as North Cargo Area and associated utilities infrastructures. Develop supplemental existing condition inventories as necessary.
- c. Review and assess the existing conditions of on-site and location plans, and the operation, capacity and utilization analyses for the Bulk Fuel Farm and associated utilities infrastructures. Develop supplemental existing condition inventory as necessary.

TASK 2. ESTABLISH DEMAND LEVELS SCENARIOS FOR ALL INDIVIDUAL ELEMENTS

- a. Review, analyze, validate and/or further develop DDFS from Task 3 (Forecasts of Aviation Demand) of Section A of the Scope of Work for all demand levels as well as the baseline case for T1/T2, T7 and T4 replacement/redevelopment/expansion. Each DDFS shall include details of market, equipment, airline, seats, origin and destination (O&D) and connecting passengers, and time of day. The flight schedules shall be paired, gated and towed.
- b. Factor into all demand levels the airlines’ terminal distribution and other practices, and develop additional demand scenarios to reflect business practices cases on airlines’ locations, gating policy (exclusive, preferential or common-use) and/or airlines’ alliance and code-share practice for T1/T2, T7 and T4 as well as the rest of the CTA as needed.
- c. Identify and define peaking characteristics of all DDFS in order to translate the demand scenarios into peak hour capacity requirements. Peak hour demand from each DDFS shall be translated into aircraft gates and parking position requirements, as well as

- applied to ground access, terminal frontage requirements, and other demand-driven requirements.
- d. Review, validate and further develop forecast air cargo flight activities and establish a design day flight schedule for North Cargo Area development based on forecast developed from Part A “Master Plan” tasks.
 - e. Review, validate and further develop fuel consumption and capacity needs based on forecasts.

TASK 3. TERMINAL/AIRSIDE/LANDSIDE, INFRASTRUCTURE CAPACITY/DEMAND ANALYSES AND FACILITY REQUIREMENTS

- a. Utilize planning information developed from previous tasks, such as current T1/T2, T7 and T4 element inventory and their current conditions and capacities, as well as aviation forecast data to derive facility requirements. Airside, terminal building and landside components and their supporting facilities shall be evaluated, analyzed and modeled as necessary to determine whether they have the capacity to accommodate forecasted demand levels incrementally without incurring significant delays or an unacceptable decrease in service levels. Deficiencies in capacity shall also be derived and quantified, and then translated into their respective facility requirements incrementally to their respective planning horizon. This task shall be performed in conjunction with the master planning efforts.
- b. Terminal T1/T2, T7 and T4 components capacity, demand, facility requirements and Terminal Programmatic Requirements shall include, but are not be limited to:
 - 1) Airside apron, gates, aircraft parking/Remain Overnight (RON), deicing positions
 - 2) Airside taxi lanes and vehicular services roads
 - 3) Apron Ground Services Equipment (GSE) staging area, snow melter/glycol recovery
 - 4) Building arrival and departure function space and all functional processors such as arrival/departure hall, ticketing queueing area, passenger and baggage security screening area, hold room, club house, baggage claim area, baggage handling system, Federal Inspection Services (FIS), Customs and Border Protection (CBP) facility, and concession area.
 - 5) Building landside arrival/departure frontages and associate roadway ramps
 - 6) Terminal area local roadways network
 - 7) Auto parking
 - 8) Transit access

TASK 4. TERMINAL CONCEPT DEVELOPMENT AND PREFERRED OPTIONS SELECTION WITHIN THE FRAME WORK OF VISION PLAN

- a. Based on the forecast data and facility requirements, review, validate and refine the concepts in the *Vision Plan* as well as alternatives provided by the Authority, airlines and terminal operators, and further develop new options as necessary.

- b. High level Concepts of Operations and analysis of impacts and operational benefit shall be provided for each option.
- c. Impacts of proposed options to other airport infrastructures and utilities shall be identified and evaluated.
- d. Development phasing plans and corresponding timelines as well as construction cost estimates shall be developed.
- e. Options screening and evaluation criteria shall be developed and reviewed by the Authority's project team.
- f. Recommendations of preferred options shall be provided after the evaluation process.

TASK 5. AIRSIDE, TERMINAL AND LANDSIDE MODELING ANALYSES

- a. Collect, review, validate and supplement, as necessary, the planning parameters needed for modeling analyses based on information provided by the Authority. The planning parameters include, but are not limited to gating and hardstand operation parameters, flight gating buffer, flight load factors, Origin and Designation (O&D), passenger ticketing/security screening/baggage screening/ FIS and CBP process, passenger group characteristics, outbound passenger arrival distribution curve, and landside vehicle modal split/dwell time.
- b. Prepare modeling inputs based on forecast data and demand data as well as parameters and assumptions prepared in this task.
- c. Provide modeling assumptions and input parameters for the Authority's approval.
- d. Using Authority-provided calibrated, validated baseline models (*VISSIM* and *TAAM*), perform modeling analyses on each development option, individually and collectively, taking into account the entire Central CTA. For landside modeling, use *VISSIM*; for airside, use *TAAM*.
- e. Prepare post processing of the modeling results and develop report materials.
- f. Use modeling results to improve and finalize preferred options.
- g. As applicable, coordinate all modeling work outlined under this task with ongoing planning efforts.

TASK 6. TERMINAL PRELIMINARY BASIS OF CONCEPTUAL FUNCTIONAL DESIGN

For each Terminal development, prepare a comprehensive document featuring preliminary planning data and plans defining the Basis of Conceptual Functional Design (BOCFD). At minimum, the BOCFD shall include pertinent forecast data, gated DDFS, facility requirements, assumptions, planning parameters, preferred options and their phasing plans, construction cost and schedules from previous tasks and the high level considerations of the following areas, as needed but not limited to:

- a. Airside Elements
 - 1) Design Aircraft
 - 2) Apron Taxi lanes

- 3) Apron Roads
 - 4) Gate Clearances
 - 5) Passenger Boarding Bridges
 - 6) Jet Blast
 - 7) Aircraft Fueling
 - 8) Start Up Pads
 - 9) Apron Lighting
 - 10) Snow Melter Discharge
 - 11) Triturator
 - 12) Aircraft Deicing
 - 13) Glycol Recovery
 - 14) Ground Support Equipment (GSE) Fueling
 - 15) GSE Staging
 - 16) RON Parking
 - 17) Ramp tower / Operations center
 - 18) Drainage System
- b. Passenger Services and Baggage Process
- 1) Ticketing/Check-In Counters/Self Check-in Kiosk and Recheck-In
 - 2) Passenger Security Screening
 - 3) Curb-Side Bag Drop Offs
 - 4) Baggage Re-Check Post Immigration and Customs
 - 5) Transfer Baggage In-Feeds for Domestic
 - 6) In-Line Baggage Screening/Explosive Detection System (EDS)
 - 7) Automated Sortation to Baggage Makeup Up Carousels at Ramp Level
 - 8) Arrivals Baggage Stripping Belts Feeding Bag Claim Devices
 - 9) Boarding Concourse Circulation
 - 10) Hold Rooms
 - 11) Transfer Facilities
 - 12) Federal Inspection Services (FIS) Facility
 - 13) Customs and Border Protection (CBP) Facility
 - 14) Airline Lounges
 - 15) Airline International Arrivals Lounge

- 16) Airline and other administrative Offices
- 17) Check-In Support
- 18) Airline Ticketing/Passenger Service
- 19) Ramp Control and Support
- 20) Lounge
- 21) Concession
- 22) Meeter / greeter hall
- c. Fire/Life Safety Code Analysis (high level Egress and Fire Separation)
 - 1) Occupant Load Factors
 - 2) Exit Access and Exit Travel Distance
 - 3) Required Number of Exits
 - 4) Arrangement of Exits
 - 5) Corridor Requirements
 - 6) Stair Requirements
 - 7) Exit Discharge
 - 8) Illumination of Means of Exits
 - 9) Fire Barriers
 - 10) Fire Partitions
 - 11) Fire Alarm/Suppression Zoning
- d. Mechanical
 - 1) Infiltration
 - 2) Filtration and Air Quality
 - 3) Cooling Systems
 - 4) Essential Winter Cooling Systems
 - 5) Heating Systems
 - 6) Secondary Heating System
 - 7) Gas Heating
 - 8) Humidification System
 - 9) Fresh Air Intake and Exhaust
 - 10) Inbound Baggage Make-Up and Stripping
 - 11) Fixed Bridges
 - 12) System Redundancy and Standby Provisions
 - 13) Miscellaneous Extract Systems (i.e. Bathrooms, Workshops, General Exhaust)

- 14) Smoke Purge and Smoke Exhaust
 - 15) Pre-Conditioned Air to Aircraft
 - 16) Aircraft Loading Walkway Pressurization
 - 17) Phased Construction/Fixture Expansion
 - 18) Building Pressurization
 - 19) Plumbing Systems
 - 20) Fire Suppression Systems
 - 21) Vertical Transportation Systems
 - 22) Baggage Handling Systems
- e. Electrical
- 1) Load Assessment
 - 2) Electrical Service
 - 3) Sub-Station Equipment
 - 4) Low Voltage Distribution
 - 5) Emergency Supply System
 - 6) Main Communication Rooms
 - 7) 400 Hz Ground Power System
 - 8) Receptacle Power
 - 9) Tenant Power
 - 10) Lighting
 - 11) Lighting Protection System
 - 12) Fire Alarm System
- f. Utilities and Plumbing
- 1) Aircraft Potable Water
 - 2) Hot and Chill Water Supply and Distribution Systems
 - 3) Sanitary Drainage System
 - 4) Storm Water Drainage System
 - 5) Natural Gas System
 - 6) Communication
- g. Other Building Elements
- 1) Structural Loads and Other Assumptions/Plans
 - 2) Building Enclosure/Architecture/Finish Materials

- 3) Flood mitigation measures
- 4) Integrated sustainability features, including GHG reduction strategies
- h. Landside
 - 1) Arrival Frontage
 - 2) Departure Frontage
 - 3) Auto Parking
 - 4) Arrival/Departure Ramps
 - 5) AirTrain
 - 6) Aviation Fueling System & Thermal Distribution System

TASK 7. TERMINAL DEVELOPMENT LANDSIDE AND AIRSIDE IMPACTS

- a. Develop comprehensive parking options within the context of each Terminal redevelopment and the overall redevelopment of the Airport. Cumulative requirements for the entire CTA for all aeronautical improvements shall also be developed and analyzed to address the impact of Terminal redevelopment.
- b. Prepare a report containing, at minimum, auto parking forecasts, facility requirements, assumptions, planning parameters, preferred options and their phasing plans, construction cost and schedules.

TASK 8. NORTH CARGO AREA DEVELOPMENT, PHASE I

Using forecast data, freighter flights design day profile, and facility requirements prepared in previous tasks:

- a. Develop conceptual and functional plans to accommodate the forecast cargo demand. (Redevelopment of JFK's Cargo Area is anticipated to be done in phases, with Phase I including the development of the western portion of the North Cargo Area.) The conceptual and functional plans shall consider, at minimum, Group VI freighter aircraft for taxiway and apron access.
- b. Prepare a Cargo BOCFD containing, at minimum, pertinent forecast data, freighter flights design day profile, facility requirements, assumptions, planning parameters, preferred options and their phasing plans, construction cost and schedules.

TASK 9. SUPPORT FACILITIES AND UTILITIES INFRASTRUCTURE PLANNING

Based on the forecast data:

- 1. Prepare corresponding capacity requirements for the storage and distribution of aviation fuel. Develop conceptual plans, preliminary construction phasing plans, schedules and construction cost estimates for incorporation into Bulk Fuel Farm preliminary BOCFD.
- 2. Prepare corresponding capacity requirements for utilities infrastructure needs. Develop conceptual plans, preliminary construction phasing plans, schedules and construction cost estimates for incorporation into a preliminary utilities report. (Utilities

infrastructure includes, at minimum: storm drainage; sanitary; high and low pressure water; electrical; communication; thermal distribution, and gas systems.)

3. Integrate utility replacements and upgrades with ongoing construction projects.

This Task shall be performed in conjunction with the master planning efforts.

C. PROJECT SUPPORT SERVICES

TASK 1. PROJECT SCHEDULE AND PROGRESS REPORTS

1. Prepare and submit a draft of the detailed schedule for performance of all Tasks listed in this Attachment A. The schedule shall include but not be limited to milestones and interdependencies, tasks and sub-tasks, review of all submittals by the Authority, and incorporation of the Authority's comments. The schedules shall be cost and resource loaded and prepared using the Critical Path Method in Gantt format using Primavera P6.

For each Task, prepare and submit one (1) digital file of the electronic version of the scope, schedule and budget. Incorporate Authority comments, as required, and re-submit one (1) digital file. For review and approval by the Authority, update and resubmit the schedule monthly to reflect project progress.

2. Monthly Progress Reports shall be prepared for each Task in accordance with the approved monthly schedule. At minimum, each report shall show (1) the planned task durations and actual percentages complete; (2) the budget status (actual and forecasted spending) of each Task and the identification of issues encountered; and (3) identification of activities anticipated to be accomplished in subsequent weeks/months. Progress Reports shall be in a format proposed by the Consultant and approved by the Authority and shall be submitted in draft form to the Authority for review. Unless major issues and/or problems are encountered, Authority comments will be provided within two (2) weeks of receipt of the respective report. Monthly Progress Reports shall be submitted in final form with Authority comments incorporated along with each monthly invoice, by the 15th of the month.

At the Authority's discretion, the frequency of such progress reports may be revised to bi-weekly.

TASK 2. MEETINGS AND PRESENTATIONS

- a. Attend meetings with Authority staff and other stakeholders, as identified by the Authority. In-person meeting duration is estimated at four (4) hours per meeting per person inclusive of travel time, as appropriate. The number of meeting attendees shall be restricted to only those with a justifiable reason for attending, and all attendees shall be approved in advance by the Authority. Meetings shall include but not be limited to:
 - 1) Project Kick-Off. Kick-off meeting shall include data coordination requirements and data source availability issues.
 - 2) Weekly project progress/update meetings. The Consultant shall be responsible for arranging, coordinating, and leading these meetings.
 - 3) Quarterly stakeholder meetings.

- 4) Minimum of twenty-five (25) meetings for Master Planning efforts, and a minimum of sixty (60) meetings for the Implementation-related tasks. The meetings will involve the review of project status, and include the participation of certain focus groups (e.g. aeronautical, terminal, landside/traffic, environmental, planning).
 - 5) Project presentation(s) for the Authority and other stakeholders; public and stakeholder engagement may include user groups, business partners, civic and environmental groups, and key elected officials and other governmental agencies.
- b. Prepare meeting agendas, sign-in sheets, meeting minutes, and presentations. Submit draft meeting minutes within three (3) days of meetings and submit final meeting minutes within three (3) days of receipt of the Authority comments on the draft minutes. Meetings shall take place at an appropriate location to be determined by the Authority. In the case of a telecom or WebEx, the Consultant shall be responsible for all arrangements.
 - c. For meetings that require a PowerPoint presentation or other presentation materials, submit to the Authority one (1) digital file of the presentation or materials at least two (2) days prior to the meeting for review, comment, and incorporation of comments, as appropriate.

IV. DOCUMENTATION AND DELIVERABLES

The Consultant shall provide the following documentation and deliverables:

A. Master Plan:

Submit soft copies in native files for Word, Excel, AutoCAD, Revit, Navisworks, Primavera P6, VISSIM and TAAM (as specified) and other editable formats, as applicable, of the complete JFK Master Plan package. In addition, twenty (20) hard copies of the JFK Master Plan shall be required. The JFK Master Plan package shall include the following sections, at minimum:

1. Executive Summary of the Master Planning Effort
2. JFK Master Plan Final Draft Report, at minimum containing:
 - a. Executive Summary
 - b. Introduction
 - c. Goals and Objectives
 - d. Inventory and Existing Conditions
 - e. Forecasts of Aviation Demand
 - f. Aviation Demand Data Analysis and Gating Assumptions
 - g. Design guidelines
 - h. Capacity/Demand Analyses and Facility Requirement
 - i. Airport Development Options Analyses, Evaluation and Selection of Preferred Options Within the Frame Work of the Vision Plan

- j. Preferred Options Landside and Airside Modeling Analyses
- k. Master Plan Implementation and Capital Plan Formulation
- l. Airport Layout Plan and Conceptual/Operation Plan
- 3. Capital Improvement Plan
- 4. Project Identification Plans, including but not limited to:
 - a. Construction Schedules
 - b. Phasing Plans
 - c. Sequencing
 - d. Functional Traffic Plans
 - e. Order of Magnitude Cost Estimates
- 5. “Airport Layout Plan” Drawing Set (including renderings) and Concept of Operations Plan Set

Within eight (8) months of Agreement execution, submit draft copies of the documentation listed under items 1, 2 and 5, above

Within twelve (12) months of Agreement execution, submit an update to items 1, 2, and 5, above, and draft copies of the documentation listed under items 3 and 4.

Within eighteen (18) months of Agreement execution, submit a final draft version of the complete Master Plan package.

B. Program Planning:

Submit soft copies in Word, Excel, AutoCAD, Revit, Navisworks, Primavera P6, and other editable formats, as applicable, of the complete JFK Program Planning package. In addition, twenty (20) hard copies of the Program Planning package shall be required. The Program Planning package shall include the following sections, as outlined below:

- 1. Executive Summary
- 2. Introduction
- 3. Data Collection, Review, Validation and Existing Condition
- 4. Establishing Demand Levels Scenarios for All Individual Elements
- 5. Terminal/Airside/Landside, Infrastructure, Capacity/Demand Analyses and Facility Requirement
- 6. Terminal Concept Development and Preferred Option Selections within the framework of the *Vision Plan*
- 7. Airside, Terminal, and Landside, Modeling Analyses
- 8. Terminal Preliminary Basis of Conceptual Functional Design
- 9. Central Terminal Area Auto Parking and Aeronautical Improvement
- 10. North Cargo Area Development Phase I

11. Support Facilities and Utilities Infrastructure Planning

Each of the Terminal BOCFDs shall include the information under items 1 through 9, above. The North Cargo Area BOCFD shall include the information under items 1 through 5 and item 10. The Bulk Fuel Farm BOCFD shall include the information under items 1 through 5 and item 11.

The submittal requirements for the BOCFDs are as follows:

1. Terminal BOCFD: Within eight (8) months of Agreement execution, the Consultant shall deliver a draft BOCFD, with information required under items 1 through 6 above. Within twelve months (12) of Agreement execution, the Consultant shall deliver another draft BOCFD, with updated and new information required under 3 through 9.
2. North Cargo Area Development Phase I BOCFD: Within eight (8) months of Agreement execution, the Consultant shall deliver a draft BOCFD, with information required under items 3 through 5 and item 10, above. Within twelve months (12) of Contract execution, the Consultant shall deliver another draft BOCFD with updated information.
3. Bulk Fuel Farm BOCFD: Within eight (8) months of Agreement execution, the Consultant shall deliver a draft BOCFD, with information required under items 3 through 5 and item 11, above. Within twelve months (12) of Agreement execution, the Consultant shall deliver another draft BOCFD with updated information.

The submittal requirements for the parking and utilities reports (Items 7 and 9 above, respectively) are as follows:

1. Within eight (8) months of Agreement execution, deliver separate draft versions of the Parking and Utilities Reports, and final draft versions of each report within twelve (12) months of Agreement execution.
2. Within twenty-four (24) months of Agreement execution, submit updates to all information provided under Program Planning.
3. Within thirty (30) months of Agreement execution, submit a final draft version of the complete Program Planning package.

C. Project Support Services

1. Project Record. Maintain a project record that shall include, but is not limited to, copies of all submissions, meeting notes, and key correspondence. Technical data in the form of drawings and reports compiled by the Consultant shall be delivered to the Authority upon completion of services. The final project record shall be submitted to the Authority, in accordance with a schedule to be approved by the Authority, in draft form and resubmitted in final form within five (5) business days of receipt of any comments by the Authority.
2. Preliminary Draft Reports and Drawings. All preliminary draft documents/drawings (i.e. site plans) shall be provided to the Authority at the completion of each Task (or as requested by the Authority) for review and comment. The preliminary draft report shall detail planning, site assessments, analyses/strategies, conceptual designs, and financial

assessments conducted for all phases of the Consultant's services. All draft documents shall be submitted in Word or CAD and PDF formats with line numbers so that the Authority can utilize a "comment/response matrix" for ease of review and comment. The Consultant shall recommend resolution for all comments in the matrix.

3. Final Draft Reports and Drawings. All necessary revisions provided by the Authority shall be incorporated into the documents by the Consultant. The consolidated final draft and associated documents shall be submitted to the Authority for final review. The final draft report shall be submitted electronically in Word or CAD format as "clean" files. "Track changes" documents for the MS Word files shall also be submitted along with "clean" PDF files of report text and drawing files.

V. INFORMATION AND MATERIALS PROVIDED BY THE AUTHORITY

The Authority will make available for the Consultant's information documents including, but not limited to, those listed below. These documents were not prepared for the purpose of providing information for the Consultant relating to 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; they are presented merely for the purpose of providing the Consultant 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.

- A. A 21st Century for the State of New York: Recommendations for a new John F. Kennedy International Airport (Known as "*Vision Plan*"), available at <https://www.governor.ny.gov/sites/governor.ny.gov/files/atoms/files/JFKVisionPlan.pdf>
- B. FAA Regional Air Service Demand Study (RASD) (otherwise known as the New York Metropolitan Area Air Service Demand Study)
https://www.faa.gov/airports/eastern/planning_capacity/
- C. Regional Plan Association Study (Updating to World Class – The Future of the New York Region's Airports)
<http://www.rpa.org/pdf/RPA-Upgrading-to-World-Class.pdf>
- D. Current Airport Layout Plan (JFK-ALP-REV-21-03-28-2016)
- E. The Port Authority Approved Capital Plan
<http://corpinfo.panynj.gov/pages/capital-plan/>
- F. Port Authority of New York and New Jersey Sustainable Infrastructure Guidelines
- G. Forecast (including fleet mix and any applicable DDFS) (2015-2050 Unconstrained Forecast)

VI. CONDITIONS AND PRECAUTIONS:

- A. General
 1. Immediately inform the Authority of any unsafe condition discovered at any time during the course of this work.

2. Vehicular traffic on all Airport roadways shall always have priority over any and all of the Consultant's operations.

B. Work Areas

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

C. Work Hours

1. Any work performed at the Authority's facilities shall be between the hours of 8:00 A.M. and 5:00 P.M. EST, Monday through Friday, unless otherwise directed by the Authority.
2. In any case, no work shall be performed at the site on a legal holiday of either the State of New York or the State of New Jersey.

VII. 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 Contractors' coverages in limits of not less than \$25,000,000 combined single limit per occurrence for Bodily Injury Liability and Property Damage Liability. And if vehicles are to be used to carry out the performance of this Agreement, then the Consultant shall also take out, maintain and pay the premiums on Automobile Liability Insurance covering all owned, non-owned and hired autos in not less than \$25,000,000 combined single limit per accident for bodily injury and property damage. Any/all activities performed airside must, at all times, be performed while under security escort as approved in advance, and in writing by the Project Manager. If at any time, the Consultant is directed to perform services airside in absence of an approved escort, the Commercial General Liability Insurance and Automobile Liability Insurance provided by the Consultant must contain limits of not less than \$25,000,000 combined single limit per occurrence, as provided in item 2) (a) below. In addition, the liability policies (other than Professional Liability) shall include the "Port Authority of New York and New Jersey and its related entities & The City of New York as additional insured and shall contain an endorsement that the policy may not be canceled, terminated or modified without thirty (30) days written advance notice to the Project Manager as noted below. Moreover, the Commercial General Liability policy shall not contain any provisions (other than a Professional Liability exclusion, if any) for exclusions from liability other than provisions or exclusions from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial

General Liability Policy. The liability policy (ies) and certificate of insurance shall contain separation of insured condition (cross-liability) and severability of interests provisions so that coverage will respond as if separate policies were in force for each insured.

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

2. Additional Coverages: The Consultant shall have the policy endorsed when required by the Chief Engineer for specific services hereunder and include the additional premium cost thereof as an out-of-pocket expense:
 - a. Endorsement to eliminate any exclusions applying to the explosion, collapse, and underground property damage (XCU) hazards.
 - b. Endorsement to eliminate any exclusions on account of ownership, maintenance, operation, use, loading or unloading of watercraft.
 - c. Coverage for work within 50 feet of railroad.

B. Workers' Compensation Insurance:

1. The Consultant shall take out and maintain Workers' Compensation Insurance in accordance with the requirements of law and Employer's Liability Insurance with limits of not less than \$1,000,000 each accident. 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 Chief 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 \$10 million each occurrence, covering acts, errors, mistakes, and omissions arising out of the work or services performed by Consultant, or any person employed by Consultant. All endorsements and exclusions shall be evidenced on the certificate of insurance. The coverage shall be written on an occurrence basis or may be written on a claims made basis with a minimum of a three-year reporting/discovery period.

D. Compliance:

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

1. Renewal certificates of insurance or policies shall be delivered to the Facility Contract Administrator, Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Management must approve the renewal certificate(s) of insurance before work can resume on the facility. If at any time any of the certificates or policies shall become unsatisfactory to the Port Authority, the Consultant shall promptly obtain a new and satisfactory certificate and policy.
2. If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as above required, then, if the Project Manager shall so direct, the Consultant shall suspend performance of the Agreement at the premises. If the Agreement is so suspended, no extension of time shall be due on account thereof. If the Agreement is not suspended (whether or not because of omission of the Project Manager to order suspension), then the Authority may, at its option, obtain insurance affording coverage equal to the above required, the cost of such insurance to be payable by the Consultant to the Authority.
3. Upon request of the General Manager, Risk Management/Treasury, the Consultant shall furnish to the Authority a certified copy of each policy itself, including the provisions establishing premiums.
4. The requirements for insurance procured by the Consultant shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Consultant under this Agreement. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Consultant against the obligations imposed on them by law or by this or any other Agreement.
5. The Authority may at any time during the term of this Agreement change or modify the limits and coverages of insurance. Should the modification or change result in an additional premium, the General Manager, Risk Management for the Authority may consider such cost as an out-of-pocket expense.

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

DATE

FIRM NAME
ADDRESS
CITY, STATE ZIP

Attention: CONTACT NAME, TITLE

**SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL PLANNING,
ARCHITECTURAL AND ENGINEERING SERVICES FOR THE
REDEVELOPMENT OF JOHN F. KENNEDY INTERNATIONAL
AIRPORT - MASTER PLAN AND NEAR TERM PROGRAM PLANNING**

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 planning, architectural and engineering services for the redevelopment of John F. Kennedy International Airport, as more fully set forth in Attachment A (and the attachments thereto), which is attached hereto and made a part hereof.

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. The Consultant shall be compensated at an amount equal to *.* times the actual salaries paid by you to professional and technical personnel (but not partners or principals) for time actually spent by them in the performance of services hereunder, plus an amount equal to the number of hours actually spent by partners and principals in the performance of services hereunder times the billing rate (no multiplier applied) described below but in each case excluding premium payments for overtime work or night work or for performing hazardous duty. Attached hereto is a schedule of actual salaries and titles of architects, engineers, technical staff, or other permanent professional and technical personnel employed by you, as well as rates customarily billed for partners and principals on projects such as this. Said staffing analysis shall clearly indicate any of your employees, proposed by you to perform the requested services that are former Authority employees. For compensation purposes under this Agreement, no said salary or amount shall exceed the salary or amount received by said personnel or rate customarily billed for a partner or principal as of the effective date of this Agreement unless the Chief Engineer has been notified in advance, in writing, of the increased salary, rate or amount and approves the increase.

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

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

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

B. 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 or electronic funds 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 subconsultants, 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 Aviation Department 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.

For this Agreement, the Director has set a targeted goal of thirty percent (30%) combined participation by qualified and certified MBEs and WBEs on technical service projects.

To be "certified" a firm must be certified by the Authority's Office of Business Diversity and Civil Rights or by Empire State Development Corporation's Division of Minority and Women Owned Businesses (DMWBE).

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. Any awardee entering into a contract with the Port Authority will be expected to acknowledge that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the contract, such finding will constitute a breach of contract, and Port Authority may withhold payment from the contractor as liquidated damages. Such liquidated damages may be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the contract.

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>. A directory of MWBEs certified by the DMWBE may be viewed at: <https://ny.newnycontracts.com>.

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 and Confidentiality Agreements and Acknowledgements.

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

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

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

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

29. CONSULTANT RESPONSIBILITY, SUSPENSION OF WORK AND TERMINATION

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

The Authority, in its sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when it discovers information that calls into question the responsibility of the Consultant. The Authority may exercise this right to suspend the Consultant by giving the

Consultant written notice outlining the particulars of such suspension. Upon receipt of such notice, the Consultant shall comply with the notice's terms. Agreement activity may resume at such time as the Authority issues another written notice authorizing a resumption of performance under the Agreement.

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

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

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

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

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

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

In addition, during the term of this Agreement, the Consultant shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated March 11, 2014, or as may be revised, (a copy of which is available upon request to the Office of the Secretary of the Authority). Without the express written approval of the Director, you shall keep confidential, and shall require your employees, your subconsultants

and your subconsultant's employees to keep confidential, a) all information disclosed by the Authority or its consultants to you or b) developed by you or your subconsultants in the performance of services hereunder. Disclosure of any such information shall constitute a material breach of the Agreement.

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

31. CONFLICT OF INTEREST

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

agreements that result, directly or indirectly, from the services provided by the Consultant hereunder. The Authority's determination regarding any conflict of interest shall be final.

32. DEFINITIONS

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

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

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

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

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

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

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

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

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

36. 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.

FIRM NAME

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DATE

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

Sincerely,

THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY

Lillian D. Valenti
Chief Procurement Officer

Date _____

ACCEPTED:

FIRM NAME

By: _____

Print Name: _____

Title: _____

Date: _____

INSTRUCTIONS

If the selected Consultant firm is not located in the States of New York or New Jersey, change the number of the last Paragraph of this Agreement from "37" to "38" and insert a new Paragraph "37" as follows:

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

ATTACHMENT B

REQUEST FOR PROPOSALS FOR THE PERFORMANCE OF EXPERT PROFESSIONAL PLANNING, ARCHITECTURAL AND ENGINEERING SERVICES FOR THE REDEVELOPMENT OF JOHN F. KENNEDY INTERNATIONAL AIRPORT - MASTER PLAN AND NEAR TERM PROGRAM PLANNING (RFP# 49155)

AGREEMENT ON TERMS OF DISCUSSION

The Port Authority’s receipt or discussion of any information (including information contained in any proposal, vendor qualification(s), ideas, models, drawings, or other material communicated or exhibited by us or on our behalf) shall not impose any obligations whatsoever on the Port Authority or entitle us to any compensation therefor (except to the extent specifically provided in such written agreement, if any, as may be entered into between the Port Authority and us). Any such information given to the Port Authority before, with or after this Agreement on Terms of Discussion (“Agreement”), either orally or in writing, is not given in confidence. Such information may be used, or disclosed to others, for any purpose at any time without obligation or compensation and without liability of any kind whatsoever. Any statement which is inconsistent with this Agreement, whether made as part of or in connection with this Agreement, shall be void and of no effect. This Agreement is not intended, however, to grant to the Port Authority rights to any matter, which is the subject of valid existing or potential letters patent.

Any information (including information contained in any proposal, vendor qualification(s), ideas, models, drawings, or other material communicated or exhibited by us or on our behalf) provided in connection with this procurement is subject to the provisions of the Port Authority Public Records Access Policy 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 THE PERFORMANCE OF EXPERT
PROFESSIONAL PLANNING, ARCHITECTURAL AND ENGINEERING SERVICES
FOR THE REDEVELOPMENT OF JOHN F. KENNEDY INTERNATIONAL AIRPORT
- MASTER PLAN AND NEAR TERM PROGRAM PLANNING (RFP# 49155)**

1. Company Legal 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 (MBE/WBE/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.