

Torres Rojas, Genara

FOI#13391

From: llombardi@urbanpathways.org
Sent: Thursday, August 02, 2012 4:17 PM
To: Duffy, Daniel
Cc: Torres Rojas, Genara; Van Duyne, Sheree
Subject: Freedom of Information Online Request Form

Information:

First Name: Lisa
Last Name: Lombardi
Company: Urban Pathways.org
Mailing Address 1: 575 8th ave
Mailing Address 2:
City: New York
State: NY
Zip Code: 10018
Email Address: llombardi@urbanpathways.org
Phone: 212 736 7385
Required copies of the records: Yes

List of specific record(s):

Outreach and referral services to the Homeless at Newark Liberty International Airport previous contract and vendor information.

THE PORT AUTHORITY OF NY & NJ

Daniel D. Duffy
FOI Administrator

August 20, 2012

Ms. Lisa Lombardi
Urban Pathways.org
575 8th Avenue
New York, NY 10018

Re: Freedom of Information Reference No. 13386

Dear Ms. Lombardi:

This is a response to your August 2, 2012 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code") for a copy of the previous contract and vendor information related to outreach and referral services to homeless at Newark Liberty International Airport.

Material responsive to your request and available under the Code can be found on the Port Authority's website at <http://www.panynj.gov/corporate-information/foi/13386-LPA-O.pdf>. Paper copies of the available records are available upon request.

Please refer to the above FOI reference number in any future correspondence relating to your request.

Very truly yours,



Daniel D. Duffy
FOI Administrator

225 Park Avenue South
New York, NY 10003
T: 212 435 3642 F: 212 435 7555



THE PORT AUTHORITY OF NY & NJ

Lillian D. Valenti
Director, Procurement

September 29, 2008

Department of Health & Human Services
City of Newark
110 Williams Street, Room 202
Newark, NJ 07102

ATTN: Ms. Maria Vizcarrondo, Director

Subject: Newark Liberty International Airport Homeless Outreach, Contract
#4600006671, Purchase Order #4500058499

Dear Ms. Vizcarrondo:

Transmitted herewith is one fully executed duplicate original of the contract for your records. Please note that for billing purposes the purchase order number stated above shall be on all invoices submitted to the Port Authority for these services.

If you have any questions, please call me on (212) 435-3946.

Sincerely,

Priscilla Duncan
Principal Contracts Specialist
Purchasing Services Division

PD

Enclosures

One Madison Avenue, 7th Floor
New York, NY 10010
T: 212 435 8427

Resolution of the City of Newark, N.J.

FORM 1

NO. 7R2-G

Date of Adoption JUN 18 2008

Dept./ Agency: Department of Child and Family Well-Being
 Ratifying () Authorizing (✓)
 Type of Service: Apply and accept funds
 Purpose: Provide social services to homeless individuals and families congregating in and around the Newark Liberty International Airport.
 Funding Source: Port Authority of New York and New Jersey
 Grant Amount: \$552,000.00
 Grant Period: March 1, 2007 through February 28, 2009
 With the option to extend period from March 1, 2009 to February 28, 2011
 Contract Basis: Grant

Approved as to Form and Legality on Basis of Facts Set Forth

Factual contents certified by

Corporation Counsel

Maria E. Vizcarrondo, MS, Director Title
Department of Child and Family Well-Being

Council Member Council of the Whole presents the following Resolution:

WHEREAS, as a matter of public policy, the City of Newark desires to continue to provide social services to homeless individuals congregating in and around the Newark Liberty International Airport; and

WHEREAS, the Port Authority of New York and New Jersey has funds available not to exceed \$552,000.00, for the provision of providing social services to homeless individuals and families congregating in and around the Newark Liberty International Airport, for the period of March 1, 2007 to February 28, 2009; and

WHEREAS, the Mayor and/or the Director of the Department of Child and Family Well-Being desires to apply and accept for funds and execute an agreement for said funds; and

WHEREAS, the Port Authority of New York and New Jersey may extend the agreement for the period of March 1, 2009 to February 28, 2011.

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF NEWARK, NEW JERSEY, THAT:

- The Mayor and/or the Director of the Department of Child and Family Well-Being are hereby authorized to apply and accept funds and execute an agreement, not to exceed \$552,000.00 from Port Authority of New York and New Jersey, for the continued provision to provide social services to homeless individuals and families congregating in and around the Newark Liberty International Airport, for the period from March 1, 2007 to February 28, 2009 and option period of March 1, 2009 to February 28, 2011.
- The Municipal Council of the City of Newark hereby ratifies this resolution from the period beginning March 1, 2007 to date of adoption of this resolution.
- A copy of the aforesaid agreement and detailed budget is attached hereto.
- No municipal funds shall be expended.

STATEMENT

This legislation authorizes the Mayor and/or the Director of the Department of Child and Family Well-Being to apply and accept funds and execute an agreement with Port Authority of New York and New Jersey in the amount not to exceed \$552,000.00 for the provision of providing social services to homeless individuals and families congregating in and around the Newark Liberty International Airport for the period of March 1, 2007 to February 28, 2009 and option period of March 1, 2009 to February 28, 2011.

CERTIFIED TO BY ME THIS

JUN 29 2008

Do not use space below this line

RECORD OF COUNCIL VOTE ON FINAL PASSAGE

Council Member	AYE	NAY	NV	AB	Council Member	AYE	NAY	NV	AB	Council Member	AYE	NAY	NV	AB
Amador	✓				Payne	✓				Rice	✓			
Gonzalez	✓				Quintana, Vice Pres.	✓				Rone				✓
James	✓				Ramos	✓				Crump, Pres.	✓			

✓ Indicates Vote

AB - Absent

NV - Not Voting

Adopted at a meeting of the Municipal Council of the City of Newark, N.J.,

JUN 18 2008

President of the Council

City Clerk

2008 JUN -6 AM 5:00

VII I CLEAN 3 UP FIVE
NEWARK, N.J.
ROOM 309



7R02-G 061808

THE PORT AUTHORITY OF NY & NJ

DHL

November 14, 2007

Department of Health & Human Services
City of Newark
110 Williams Street, Room 202
Newark, NJ 07102
ATTN: Ms. Maria Vizcarrondo, Director

Dear Ms. Vizcarrondo:

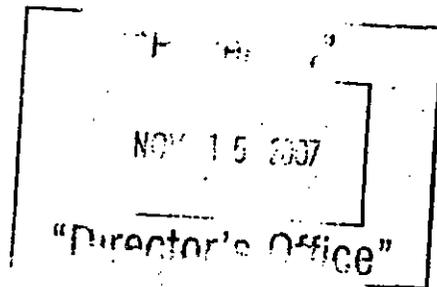
Transmitted herewith for signature by the person who is authorized to enter into the contract supplement, indicating their office at Department of Health & Human Services, are two (2) duplicate originals of the referenced Contract. After your agency signs both originals, please forward two (2) originals to my attention at the below address. Please be sure to include your corporate seal on all originals (if applicable). Upon execution by the Port Authority of New York and New Jersey, one fully executed duplicate original of the contract will be returned to you for your records.

If you have any questions, please call me on (212) 435-3946.

Sincerely,

Priscilla Duncan
Principal Contracts Specialist
Purchasing Services Division

PD
Enclosures



One Madison Avenue
New York, NY 10010

March 27, 2007 **RR2-G 061808**

Department of Health & Human Services
City of Newark
110 Williams Street
Newark, NJ 07102
ATTN: Ms. Maria Vizcarrondo, Director

Dear Ms. Vizcarrondo:

1. Subject to all the terms and conditions of this Contract, the City of Newark, (herein called "The Contractor") hereby offers and agrees to provide all the necessary supervision, personnel, equipment, materials and other things necessary to operate and staff a social service referral program which will provide outreach, transportation and referral services to the homeless population at Newark Liberty International Airport (such outreach, transportation and referral services for the homeless hereinafter called "the services") and the Contractor further agrees to assume and perform all other duties and obligations imposed upon him by this Contract.

The Contractor shall furnish as the sole cost and expense of the Contractor, all labor, clerical help, supervision, management, services, materials, supplies, equipment and vehicles necessary to perform the outreach, transportation and referral services for the homeless as provided in the clause hereof entitled "Outreach, Transportation and Referral Services." All services shall be performed during regular working hours as defined herein.

2. The term of this Agreement shall commence on March 1, 2007 and shall expire on February 28, 2009 ("hereinafter called "the Initial Term"), unless sooner terminated or extended pursuant to the provisions hereof.

The Authority shall have the right, but not the obligation, to extend this Agreement for the period commencing on March 1, 2009 and ending on February 28, 2011 (hereinafter called "the Option Period") by written notice to the City given not less than sixty (60) days prior to the expiration of the Initial Term.

3. As full compensation for the services rendered hereunder during the Initial Term, the authority shall pay to the City the hourly rates for the Initial Term set forth in Attachment A attached hereto and made a part hereof (hereinafter called "the Cost Sheets") during the Initial Term provided, however, that the total compensation payable by the Authority to the City for services rendered hereunder during the Initial Term shall not exceed \$552,000. Payment Terms shall be in accordance with the payment section included herein.

4. In the event the Authority elects to extend this Agreement as provided above, then as full compensation for the services rendered hereunder during the Option Period the

Authority shall pay to the City the Costs including CPI adjustments during the Option Period provided, however, that the total compensation payable by the Authority to the City for the Extension Period shall not exceed \$577,100.

5. The Contractor shall take out, maintain, and pay the premiums on Commercial General Liability Insurance, including but not limited to premises-operations, products-completed operations, and independent contractors coverage, with a contractual liability endorsement covering the obligations assumed by the contractor under this contract, AND, if vehicles are to be used to carry out the performance of this Contract, then the Contractor shall also take out, maintain, and pay the premiums on Automobile Liability Insurance covering owned, non-owned, and hired autos in the following minimum limits:

Commercial General Liability Insurance - \$ 2 million combined single limit per occurrence for bodily injury and property damage liability.

Automobile Liability Insurance - \$ 2 million combined single limit per accident for bodily injury and property damage liability.

In addition, the liability policy (ies) shall name The Port Authority of NY and NJ as additional insured, including but not limited to premise-operations, products-completed operations on the Commercial General Liability Policy. Moreover, the Commercial General Liability Policy shall not contain any provisions for exclusions from liability other than provisions for exclusion from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy (ies) and certificate of insurance shall contain cross-liability language providing severability of interests so that coverage will respond as if separate policies were in force for each insured. These insurance requirements shall be in effect for the duration of the contract to include any warrantee/guarantee period.

The certificate of insurance and liability policy (ies) must contain the following endorsement for the above liability coverages:

"The insurer(s) shall not, without obtaining the express advance written permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the Tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statues respecting suits against the Port Authority."

The Contractor shall also take out, maintain, and pay premiums on Workers' Compensation Insurance in accordance with the requirements of law in the state(s) where work will take place, and Employer's Liability Insurance with limits of not less than \$1 million each accident.

Each policy above shall contain a provision that the policy may not be canceled, terminated, or modified without thirty (30) days' prior written notice to the Port

The City has represented to the Authority that it is self-insured and that its current risk retention policy includes the legal and contractual liability obligations undertaken by it pursuant to this Agreement in not less than the limits set forth in paragraph (a) above. Accordingly, it is understood and agreed by the parties that during the term of this Agreement all legal and contractual liabilities undertaken pursuant to this Agreement will continue to be covered by the City's self-insurance program.

6.A. Neither the execution and delivery of this Agreement or any act done pursuant thereto shall create between the City and the Authority the relationship of employer and employee, agent or representative or any other relationship for any purpose whatsoever. The City shall perform all services hereunder as an independent contractor and the City, its officers, and employees shall not be deemed to be agents, servants, or employees of the Authority.

6.B. Neither the Authority nor the City shall issue or permit to be issued any press release, advertisements, or literature of any kind which refer to the services to be performed in connection with this Agreement unless the City and the Authority mutually agree to the form and content of such press release, advertisement or literature. Such approval may be withheld if the publication of such information would be harmful to the public interest, but shall not be withheld unreasonable. The General Manager, New Jersey Airports, shall give such approval on behalf of the Authority. The Director of the Department of Health and Human Services shall give such approval on behalf of the City.

6.C. The City hereby irrevocably submits itself to the jurisdiction of the Courts of the State of New Jersey in regard to any controversy arising out of, connected with, or in any way concerning this Agreement. The City agrees that service of process on it may be as provided in Paragraph 20 above and such service shall be deemed to be sufficient when jurisdiction would not lie because of the lack of basis to serve process in the manner otherwise provided by law. In any case, however, process may be served as stated above whether or not I might otherwise have been served in a different manner.

6.D. If any provision of this Agreement shall render it invalid or illegal, then, if it shall not appear to have been so material that without it the Agreement would not have been made by the parties, it shall not be deemed to form part thereof but the balance of the Agreement shall remain in full force and effect.

6.E. In order to effectuate the policy of the Authority, you shall comply with all provisions of federal, state, municipal, local and departmental laws, ordinances, rules, regulations and orders which would affect this Agreement and the performance thereof and those engaged therein as if said Agreement were being performed by a private corporation. However, you shall not apply for any permits, licenses or variances in the name of or on behalf of the Authority, but shall do so in your own name where required by Law or by the immediate proceeding sentence. Nor shall you apply for any permits, licenses or variances in the Authority's name regarding the Airport without obtaining the approval of the Authority.

6.F. The City will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, and will act to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color or national origin. Such action shall be taken with respect, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

6. Payment

Subject to the provisions of this Contract, the Port Authority agrees to pay to the Contractor and the Contractor agrees to accept from the Port Authority, as full and complete compensation for the performance of its obligations under this contract and the whole thereof during the Initial Term and any options exercised by the Port Authority, an amount computed from the actual quantities set forth in the applicable option of the cost Proposal, as follows:

For each tour of outreach and referral services satisfactorily performed hereunder the applicable staff hourly rate inserted by the Contractor in the applicable option of the Cost Proposal for the applicable year of the Initial Term.

For each month or portion thereof during which a van or vans are satisfactorily provided hereunder, the monthly charge per van inserted by the Contractor in the applicable option of the Cost Proposal for the applicable year of the Initial Term.

For each month or portion thereof of outreach and referral services satisfactorily performed hereunder, the monthly management fee inserted by the Contractor in the applicable option of the Cost Proposal for the applicable year of the Initial Term.

The foregoing shall be the entire compensation to the Contractor for all work performed hereunder subject only to the express provisions of this Contract specifically setting forth actual, defined additions to or deductions from such compensation.

On or about the fifteenth (15th) day of each month beginning with the month following the month in which this Contract commences and ending with the month following the month in which this Contract expires or is terminated, the Contractor shall submit to the Port Authority an original and one copy of all invoices and supporting documents for the services performed by the Contractor under this Contract during the preceding month. The Port Authority will make payment of the amount due to the Contractor for the preceding month as determined in accordance with the terms and conditions of this Contract within thirty (30) days of the Port Authority's receipt and verification of the Contractor's invoice.

The acceptance by the Contractor, or by anyone claiming by or through him, of Final Payment shall be and shall operate as a release to the Port Authority of all claims and of

all liability to the Contractor for all things done or furnished in connection with the Contract and for claims arising out of breach of contract and claims based on claims of third persons. No payment, however final or otherwise, shall operate to release the Contractor from any obligations in connection with this Contract.

The Contractor's agreement as provided in the immediately preceding paragraph shall be deemed to be based upon the consideration forming part of this Contract as a whole and not to be gratuitous; but in an event even if deemed gratuitous and without consideration, such agreement as provided in the immediately preceding paragraph shall nevertheless be effective. Such release shall include all claims, whether or not in litigation and even through still under consideration by the Port Authority. Such release shall be effective notwithstanding any incorporated reservation of right by the Contractor to preserve such claim. The acceptance of any check designated as "Final Payment" or bearing any similar designation shall be conclusively presumed to demonstrate the intend of the contractor that such payment was intended to be accepted as final, with the consequences provided in this numbered clause, notwithstanding any purported reservation of rights.

The Contractor agrees that he shall not be entitled to, and hereby waives any right it might otherwise have to, and shall not seek any judgment whether under this Contractor or otherwise for any such Final Payment or for an amount equivalent thereto or based thereon, or for any part thereof, if such judgment would have the effect of varying, numbered clause or have the effect in any way of entitling that Contractor to accept such Final Payment or an amount equivalent thereto or based thereon or any part thereof other than in the same fashion a voluntary acceptance of a Final Payment subject to all the terms of this Contract including this numbered clause, unless and until the Contractor should obtain a judgment on any claim arising out of or in connection with this Contract (including a claim based on breach of contract) for an amount not included in said Final Payment. In any case in which interest is allowable on the amount of the Final Payment, such interest shall be at the rate of 6% per annum for the period, if any in which interest is due.

7. Payment Reductions/Withholding of Payments

If (1) the Contractor fails to perform any of his obligations under this Contract or any other agreement between the Port Authority and the Contractor (including his obligation to the Port Authority to pay any claim lawfully made against him by a worker, subcontractor or other person which arises out of or in connection with the performance of this Contract or any other agreement with the Port Authority) or (2) any claim (just or unjust) which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor is made against the Port Authority or (3) any subcontractor under this Contract or any agreement between the Port Authority and the Contractor fails to pay any claims lawfully made against him by any material men, subcontractor, workman or other third person which arises out of or in connections with this Contract or any Director/General Manager any of the aforesaid contingencies is likely to arise, then the Port authority shall have the right, in its discretion, to withhold out of any payment (final or otherwise) such sums as the Director/General Manager may deem ample to protect it against delay or loss or to assure the payment of just claims of

third persons, and to apply such sums in such manner as the Director/General Manager may deem proper to secure such protection or satisfy such claims. All sums so applied shall be deducted from the Contractor's compensation. Omission by the Port Authority to withhold out of any payment, final or otherwise, a sum for any of the time of such payment, shall not be deemed to indicate that the Port Authority intends to exercise its right with respect to such contingency. Neither the above provisions for rights of the Port Authority to withhold and apply monies nor any exercise or attempted exercises of, or omission to exercise, such rights by the Port Authority shall create or execute any obligation of any kind to such worker, subcontractors, or other third persons.

The Contractor undertakes to pay all claims lawfully made against him by subcontractors, worker, and all claims lawfully made against him or other third persons arising out of or in connection with or because of the performance of this Contract and to cause all subcontractors to pay all such claims lawfully made against them.

8. Escalation

As used herein, "CPI" or "Consumer Price Index" or "Price Index" shall mean the Consumer Price Index for All Urban Consumers (CPI-U), Series ID: CUUSA101SA0L2, Not Seasonably Adjusted, All Items Less Shelter, Base Period: 1982-84=100, New York-Northern NJ-Long Island, NY-NJ-CT-PA published by the Bureau of Labor Statistics of the United States Department of Labor.

In the event that the Port Authority exercises its right to extend this Contract for the two-year Option Period, the Price Index, as defined in paragraph (1), shall be determined for the months of September 2007 and September 2008. The compensation payable in the second year of the Base Term of the Contract shall be multiplied by 1.03 or a fraction of which the numerator is the Price Index for September 2008 and the denominator is the Price Index for September 2007; whichever is less. The resulting product shall be the unit charges payable during the first year of the two-year Option period.

For the Second year of the two-year Option Period, the Price Index, as defined in paragraph (1), shall be determined for the months of September 2008 and September 2009. The compensation payable in the first year of the Option Period shall be multiplied by 1.03 or a fraction of which the numerator is the Price Index for September 2009 and the denominator is the Price Index for September 2008; whichever is less. The resulting product shall be the unit charges payable during the second year of the two-year Option period.

In the event of the change of the basis or the discontinuance of the publication by the United States Department of Labor of the Price Index, such other appropriate index shall be substituted as may be agreed to by the parties hereto as properly reflected changes in the value of the current United States money in a manner similar to that established in the Price Index used in the latest adjustment. In the event of the failure of the parties to so agree, the Port Authority may select and use such index, as it seems appropriate, provided, however, that the foregoing shall not preclude the Contractor from contesting the Port Authority's selection.

9. **Liquidated Damages**

The Contractor shall supply a cell phone for any staff assigned hereunder. Port Authority shall notify the Contractor in writing, a minimum of three incidence of cell phone not in use or not in working order before imposing liquidated damages. Liquidated damages of \$100.00 per day will be assessed for each day or part thereof in which the cell phone is not used or not in working order. Response time for answering phone calls will be within fifteen minutes.

Any such amount owed to the Port Authority from items (1) and (2) above may be deducted by the Port Authority from subsequent invoices otherwise payable by the Port Authority.

Should the Port Authority exercise its right to terminate this Agreement, liquidated damages will be assessed by the Port Authority only for failure of performance occurring prior to such termination.

To the extent that the Contractor's failure to perform results from reasons which are not the fault of the Contractor and which is beyond the Contractor's control and which it is unable to overcome by the exercise of all reasonable efforts or which it could not reasonably have anticipated or avoided, Port Authority will not assess liquidated damages hereunder. It shall be deemed that acts of God, war and acts of government not yet specifically proposed or taken are beyond the Contractor's control.

10. **Increase and Decrease in Hours of Coverage**

The Port Authority reserves the right to alter, by increasing, reducing or changing, coverage hours and level of service provided. The Contractor has the right to suggest changes to the coverage hours they provide and the number of staff team members needed to provide sufficient service at EWR. The Contractor will be notified in writing, at least thirty days in advance of a request by the Port Authority to alter the hours and staff needed for coverage. The General Manager will be notified in writing, at least thirty days in advance of a request by the Contractor to alter the hours of coverage. Compensation shall be the rates as included on the price sheet herein.

11. **Authority of the General Manager**

Inasmuch as the public interest required that the services to which this contract relates shall be performed in the manner which the Port Authority, acting through the Director/General manager, deems best, the General Manager shall have absolute and sole authority to determine what is or is not necessary, proper for or incidental to the portion thereof specified in the clause hereof entitled "General Agreement" and the Contract specifications shall be deemed merely his present determination on this point. In the exercise of this authority, the General Manager shall have the power to alter the work

required hereunder and to vary, increase or diminish the character, quantity and quality thereof.

12. Authority and Duties of the General Manager

In the performance of the Contract, the Contractor shall conform to all orders, directions and requirements of the General Manager, or her designee, and shall perform the Contract to the satisfaction of the General manager or her designee as such times and places, by such methods and in such manner and sequence as they may require, and the Contractor shall at all stages be subject to her inspection. The General Manager or her designee shall determine the amount, quality, acceptability and fitness of all parts of the Work and shall interpret the Contract Specifications. The Contractor shall employ no equipment, materials, methods or workers to which the General Manager or her designee objects and shall remove no materials, equipment or other facilities from the site without permission. Upon request, the General Manager or her designee shall confirm in writing any oral order, direction requirements or determination.

The enumeration herein of particular instances in which the opinion, judgment, discretion or determination of the General Manager shall control or in which the Contract shall be performed to his satisfaction or subject to his inspection, shall not imply that only the matters of a nature similar to those enumerated shall be so governed and performed, but without exception the entire Contract shall be so governed and so performed. Any approval by or on behalf of the General Manager of any equipment, program, methods of procedure, or of any other act or thing done or furnished or proposed by the Contractor to be done or furnished in or in connection with the performance of the Contract shall be construed merely to mean that at that time the General Manager knows of no good reason for objecting thereof; and no such approval shall release the performance of the Contract or form any duty, obligation or liability imposed upon him by the contract or from responsibility for injuries to persons or damage to property. All inspections are for the benefit of the Port Authority and not for the benefit of the Contractor.

13. Holidays

Except where otherwise specified, all the following holidays will be observed at the Facility. Where specified, these holidays shall mean and include:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veterans Day
Thanksgiving Day	Memorial Day
Christmas Day	Independence Day

If any such holiday falls on a Sunday then the next day shall be considered the holiday and/or if any such holiday falls on a Saturday then the preceding day shall be considered the holiday. Staffing during Holiday shall be at the sole discretion of the Port Authority. Port authority shall notify Contractor within 48 hours of a Holiday whether staffing services will be required.

14. Identification

Each employee will wear appropriate identification provided by the Port Authority. Each employee of the Contractor shall prominently display this identification badge while he or she is on duty.

15. Enforcement of Airport rules and Regulations

It is the policy of the Port Authority to enforce Airport rules and Regulations, for the operation of the Airport, a copy of which will be provided upon award of this contract. The Contractor, in cooperation with appropriate Port Authority Police personnel, will offer a preferred option to those who appear in need. In fact, the Port Authority police are a critical link to the homeless persons in need and the Contractor must work cooperatively with *but independent* of the law enforcement officials at EWR.

16. Specific Definitions

To avoid undue repetition, the following terms whenever they occur in this Contract or any of the other papers forming a part of the Contract shall be construed as follows:

The term "EWR" shall mean Newark Liberty International Airport, its terminals, its parking lots, its parking garages its AirTrain stations, its courtyards, its construction and structures all of which are part of the Newark Liberty International Airport.

The term "Director" shall mean the Director of the Aviation Department,

The term "General Manager" shall mean the General Manager of New Jersey Airports.

17. Hours of Services

The proposed hours for services are as follows ;

Sixteen (16) hours per day, seven (7) days per week, 52 weeks a year excluding holidays, Hours of work 6:30am – 2:30 pm and

11:00 PM-7:00AM

**** Paragraph 10 Increase and Decrease in Hours of Coverage supersedes this Paragraph.

No persons other than those specifically identified herein shall be deemed a representative of the General Manager, except to extent specifically authorized in an express written notice to the Contractor signed by the General Manager as the case may be. Further no person shall be deemed a successor in duties of either the General Manager, unless the Contractor is so notified in writing signed by the Executive Director of the Port Authority.

Whenever they refer to the work or its performance, the words "directed", "required", "Permitted", "ordered", "designated", "prescribed" and words of similar import shall mean directed, required, permitted, ordered, designated, or prescribed by the General Manager: and "approved", "acceptable", "satisfactory" and words of similar import shall mean approved by or acceptable or satisfactory to the General Manager. Whenever "including", "such as" or words of similar import are used, the specific things thereafter enumerated shall not limit the generality of the things preceding such words.

The term "Scope of Work" and "Specifications" are sometimes herein used synonymously as the context may require.

18. Outreach, Transportation and Referral Services

The staff assigned to this Contract to perform assigned outreach, transportation and referral services. Said employees and the required van will patrol and observe the areas of EWR and each level of the three airport terminals A, B and C, the AirTrain Stations, parking lots and parking garages and courtyards

The Contractor shall provide such full coverage regardless of whether the regularly assigned employees are absent from site of the work due to vacation, illness or personal leave or for any other reasons and regardless of the availability of the assigned van due to needed repairs and/or vehicle maintenance. The Contractor shall provide qualified persons, acceptable to the Port Authority for the relief of the assigned staff in the event of vacation, illness, personal leave or any other absence of the assigned staff.

The Contractor shall maintain a fully staffed outreach team and a mobile unit exclusively available for use at EWR as required below.

The Contractor is responsible to identify, engage and transport homeless and other individuals in need of assessment and referral service. The Contractor shall provide a qualified team and shall supply direct supervision to staff assigned to perform the work. Given the nature of Port Authority facilities, the outreach team is required to have skills to engage this population, developing relationships and trust.

Without limiting the generality of the obligations of the Contractor set forth in the agreement, the Contractor covenants as follows:

The Contractor shall provide one fully staffed mobile outreach team with a van which meets the specifications contained in the clause hereof entitled "Materials, Supplies and Equipment." The team shall consist of one (1) Program Monitor during the daytime shift, 6:30 am - 2:30pm and one (1) Social Case Worker for each shift to perform the services described herein, both of who shall be qualified to be the van driver. They must possess a valid New Jersey Drivers License.

***** Paragraph 10 Increase and Decrease in Hours of Coverage supersedes this Paragraph.**

The Contractor shall be responsible for the effective management and direct supervision of the work and of the staff assigned to the work including implementing sufficient management controls and utilizing such tools as are necessary to ensure the work is accomplished in an effective manner. The Contractor shall also act as a liaison with line management of the Port Authority and with other agencies.

The Contractor will patrol and observe the areas of EWR and each level of the three airport terminals A, B and C, the AirTrain Stations, parking lots and parking garages and courtyards. The Contractor will approach those individuals who, in their professional opinion, appear to be homeless and offer them assistance in locating a shelter. Homeless persons accepting these services will be transported by the Contractor via van to the shelter.

The team shall begin their tour at the Newark Liberty International Airport Terminal B, Outreach office, located on the first level near Guard Post Bravo each evening at 11:00 pm. The team will contact the Duty Manager by phone to inform them of their arrival and being ready to identify, engage and transport for assessment and referral individuals who choose to avail themselves of such service and make beds available at the shelter as specified herein for those who choose to avail themselves of the services.

The team shall then proceed; terminal-by-terminal, AirTrain Station by AirTrain Station, Parking Lot by Parking Lot to perform the same service at the other areas described herein and will respond to Port Authority Police who will, as necessary, refer clients to the team members for services.

The Contractor upon identifying clients and/or accepting Port Authority Police referred clients, shall endeavor to refer said homeless individuals from the facility to private or public shelters, hospitals, or other sources of social services that they may require, as herein described (such services as drug and alcohol detoxification service and clothing and food). The Contractor, at all times, shall have a resource in a private facility with the New Jersey Shelter System, of at least ten (10) shelter beds to provide outreach, transportation and referral services to the homeless to at least ten (10) individuals. In the event of a severe weather emergency, and private shelter beds are not available, the Contractor shall seek beds from the private or public shelter system.

Staff requirements shall be as set forth in the clause hereof entitled "Personnel Requirements". The Contractor shall provide replacement staff that demonstrates skills in conducting outreach to homeless individuals, for relief of the assigned staff in the event of vacation, illness, personal business or any other absence of the assigned staff.

The Contractor shall provide administrative reports on staff activity, attendance, training, etc. as required by the General Manager or designee, to demonstrate satisfaction of the terms of this Contract. The Contractor shall maintain and submit, as a part of the monthly invoice submittal, daily sign-in sheets for employees (including name and titles).

The Contractor shall submit additional information related to the outreach, transportation and referral services hereunder as reasonably requested by the Port Authority.

The Contractor shall meet with Port Authority, at such times and at such locations as determined by the Port Authority to discuss the impact of outreach, transportation and referral services on the homeless population at EWR and any other issues deemed necessary by the General Manager.

These services shall be performed in a professional manner in consultation with the General Manager, or the designee and in compliance with the Port Authority Rules and Regulations.

The Contractor, at its' own expense, shall provide the team with a cell phone in order to ensure the ability to maintain contact with appropriate Port Authority personnel. The response time for answering a call shall be no longer than 15 minutes.

Specific responsibilities and desired end results for the outreach team members as set forth below:

19. Program Monitor

The Contractor's Program Monitor is responsible for directing day-to-day Operations of the outreach team, supervising team staff and overseeing all outreach interventions with the homeless. The Program Monitor will actively engage homeless men and women in conversation, gain their confidence and assist them in obtaining alternate shelter.

Primary Responsibilities

Supervise the outreach workers

Engages homeless men and women in an effort to gain their acceptance of alternate shelter and other needed services.

Oversee the development, implementation and follow-up on consumer interventions.

Oversee outreach staff assessments of the nature and extent of specific consumer problems (e.g. Psychiatric, etc.) through the development of a psychosocial history by reviewing social, medical, mental health, substance abuse and general history.

Contact appropriate Port Authority and other agencies when referring discharge planning with agencies to which homeless have been referred for a brief stay.

Participate in crisis interventions.

Anticipated End results

Reduce the number of homeless using EWR as shelter

Insure proper functioning of the service provided at the designated outreach catchment area

Insure clinically sound and adequately tracked outreach intervention.

Insure the outreach efforts result in the best placements to minimize the likelihood that homeless will return to the site of origin.

Insure that staff outreach efforts are well coordinated in placing homeless in appropriate environments.

Insure an adequately trained professionally committed staff

Assure homeless with mental health, substance abuse, dual diagnosis and other problems are provided appropriate clinical interventions.

20. Social Services Caseworker

With the assistance of the team leader and under his/her supervision, actively engages homeless men and women in conversation, gains their confidence and assists them in alternate shelter.

Primary Responsibilities

Engages homeless men and women in an effort to gain their acceptance of alternate shelter and other needed services.

Observes men and women for indication of major problems (e.g. alcohol or substance abuse, psychiatric disorder, physical disability, etc.) that would impact on the type of program appropriate for the homeless.

Attempts to obtain information from homeless as to their past history, especially their involvement with programs in the past which might be appropriate for them to return to.

Assists in the process of placement, including the providing of transportation of homeless.

Maintain and upgrade clerical and professional skills.

Anticipated End Results

Reduce the number of homeless individuals using EWR as shelters

Maximize the number of contacts made with homeless men and women in the outreach effort.

Adequate information is obtained from these individuals so that the maximum number of individuals are placed.

21. Service Form/Status Meetings

The Program Monitor shall report to the General Manager or his designee at the completion of each visit required by these specifications and said team leader shall keep the General Manager informed of the work performed by them by furnishing the General Manager or his representative with a completed "Daily Service Form" on a daily basis. The information contained in the "Daily Service Form" shall include, in addition to any other pertinent data and in a format approved by the General Manager, the following information: the date of service, showing, at a minimum, the number of homeless persons observed, contacted and the number accepting the outreach, transportation and various referral services offered by the Contractor. This report shall include the time of each station visit, and the number of homeless individuals observed as well as disposition

of each individual case (e.g. accepted service, left facility). When necessary, the Contractor shall also maintain incident logs that include information as to type of incident, date and time of incident, action taken to resolve incident and resolution reached. The Contractor shall then review the daily data collected, any incidents reports and submit a standardized monthly report that shall include the most up to date counts of individuals offered during the preceding month and documented recidivism. A complete copy of the Contractor's "Service Form" shall be attached to and submitted with each of the Contractor's invoices.

The Contractor shall schedule and conduct regular monthly status meetings with Port Authority management staff. The purpose of these meetings shall be to apprise the Port Authority as to the current status of the work and problems noted as well as to discuss immediate and long-term solutions on homeless persons.

22. Personnel Requirements

The team required under this Contract shall consist of one (1) Program Monitor and one (1) Social Case Worker to perform the services described herein, both of who shall be qualified to be the driver. A description of the qualifications, primary responsibilities and desired end results for each team member follows:

Program Monitor

The position requires a MSW degree in a mental health discipline and a minimum of two years experience with a similar population. In lieu of a MSW, A BA or BS degree in Social Work, Psychology or related human services field with a minimum of three years experience working with the homeless or approved equal. The Team Leader must possess a valid New Jersey State Driver's License.

Social Case Worker

The position requires a minimum of two years (60) credits college Level study with an emphasis in Social work, Psychology, or related human services field or three years experience working with a similar population. The Social Worker must possess a valid New Jersey State Drivers License.

23. Oversight of Personnel/Approval of Staffing

The Contractor shall furnish sufficiently trained personnel suitable to perform the services required of the Contractor under this Agreement. The qualifications of all personnel shall be subject to review and approval by the General Manager, prior to hiring for the performance of services under the Contract. The General Manager shall be notified at least 5 working days in advance of the anticipated employment date for his review and approval during the term of this Contract. If any such personnel is deemed unsatisfactory or does not perform the services to be furnished hereunder in a proper manner and satisfactory to the Port Authority, or in the determination of the General Manager has taken any action which constitutes a conflict of interest or which is inconsistent with the highest level of honesty, ethical conduct or public trust or which the General Manager determined is adverse to the public interest or to the best interest of the Port Authority, the Contractor shall remove any such personnel and replace them with

personnel satisfactory to the Port Authority within seventy-two (72) hours, upon written notice from the Port Authority.

The Contractor shall submit a list of all employees he proposes to employ at EWR as requested by the Manager. The list shall include the following information: the name of the employee; his/her position, licenses, a brief outline of his/her experience and/or past employment; total official paid leave days for the existing year (e.g. vacation, personal, sick days, etc.) and other data deemed by the General Manager to be necessary. The Contractor shall verify all past employment and provide the General Manager with a copy of such verification upon request.

24. Materials, Supplies and Equipment

The Contractor shall furnish a cell phone for use by the outreach team. In addition the Contractor shall furnish all materials, supplies and equipment for the outreach, transportation and referral services required under this Contract. Included in this requirement shall be the passenger van to be operated by a member of the outreach team and used to transport homeless persons from EWR to shelters, hospitals and other social services, which they might require.

The van must accommodate a minimum of seven (7) passengers, be no more than four (4) model years old and have accumulated no more than 25,000 miles of use prior to assignment to this Contract. The Contractor shall be responsible for all fuel, tolls, maintenance and repair costs associated with the van. The Contractor must have access to a comparable replacement vehicle in the event of a breakdown of the assigned vehicle. Compensation for the materials, supplies and equipment shall be included in the Contractor's Price Sheets.

25. Management and Supervision

The Contractor shall make available to the General Manager the primary residence emergency and alternate telephone numbers for all Contractor Supervisory and on-site management for use in emergency response notification. Such information shall be updated as necessary.

The Contractor shall instruct his staff and through them, all employees and agents that the safety and convenience of the public and the Port Authority operation shall take precedence over all considerations at all times.

26. Daily Sign-In Sheets

The Contractor shall maintain and submit, upon request, daily sign in sheets for its employees, including names and titles, to the General Manager, or her designee. No Contractor employee shall sign in or out for another, unless otherwise agreed to between the General Manager, or her designee, and the Contractor. The sign-in sheets shall identify the staff member hours worked for the Port Authority.

27. The City shall indemnify and hold harmless the Authority, its Commissioners, officers, agents and employees from and against any and all claims and demands of third persons for injuries (including death), loss or damage of any kind whatsoever arising or alleged to arise out of or in connection with the performance of services hereunder, including claims or demands for payment of Workers' Compensation, whether such claims or demands are just or unjust and third persons, from any other cause, excepting only claims or demands arising solely from negligent acts of the Authority.

28. The City shall also indemnify the Authority for all expenses incurred by it in the defense, settlement or satisfaction of the claims described in paragraph (a) above, including attorneys fees and other legal expenses. The City shall, if so directed by the Authority assume the defense of the Authority, its Commissioners, agents, servants or employees. The City shall not, without obtaining express advance permission from the General Counsel of the Authority raise any special defenses of the Authority including immunity of the Authority, governmental nature of the Authority or the provisions of any statutes respecting suits against the Authority.

29. **PORT AUTHORITY STANDARD TERMS AND CONDITIONS**

The Attached Port Authority Standard terms and conditions apply to this agreement.

STANDARD CONTRACT TERMS AND CONDITIONS

7R2-G-061808

PART I GENERAL DEFINITIONS..... 3

PART II GENERAL PROVISIONS..... 4

1. Facility Rules and Regulations of The Port Authority 4
2. Contractor Not An Agent..... 4
3. Contractor's Warranties..... 5
4. Personal Non-Liability..... 6
5. Equal Employment Opportunity, Affirmative Action, Non-Discrimination..... 6
6. Rights and Remedies of the Port Authority..... 6
7. Rights and Remedies of the Contractor 6
8. Submission To Jurisdiction 6
9. Harmony 7
10. Claims of Third Persons..... 7
11. No Third Party Rights..... 8
12. Provisions of Law Deemed Inserted..... 8
13. Costs Assumed By The Contractor 8
14. Default, Revocation or Suspension of Contract..... 8
15. Sales or Compensating Use Taxes 11
16. No Estoppel or Waiver 11
17. Records and Reports..... 11
18. General Obligations..... 12
19. Assignments and Subcontracting 14
20. Indemnification and Risks Assumed By The Contractor..... 14
21. Approval of Methods..... 15
22. Safety and Cleanliness..... 15
23. Accident Reports..... 15
24. Trash Removal 15
25. Lost and Found Property..... 16
26. Property of the Contractor..... 16
27. Modification of Contract..... 16
28. Invalid Clauses..... 16
29. Approval of Materials, Supplies and Equipment..... 16
30. Intellectual Property..... 17
31. Contract Records and Documents - Passwords and Codes..... 17
32. High Security Areas..... 17
33. Notification of Security Requirements 18
34. Construction In Progress..... 19
35. Permit-Required Confined Space Work 19
36. Signs 19
37. Vending Machines, Food Preparation 19
38. Non-Publication..... 19
39. Time is of the Essence 19
40. Holidays 19
41. Personnel Standards 20
42. General Uniform Requirements for Contractor's Personnel 20
43. Labor, Equipment and Materials Supplied by the Contractor 20
44. Contractor's Vehicles - Parking - Licenses 21

- 45. Manager's Authority
- 46. Price Preference
- 47. Good Faith Participation

PART III CONTRACTOR'S INTEGRITY PROVISIONS..... 22

- 1. Certification of No Investigation (criminal or civil anti-trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Information
- 2. Non-Collusive Bidding, and Code of Ethics Certification, Certification of No Solicitation Based On Commission, Percentage, Brokerage, Contingent or Other Fees.....
- 3. Bidder Eligibility for Award of Contracts - Determination by an Agency of the State of New York or New Jersey Concerning Eligibility to Receive Public Contracts.....
- 4. No Gifts, Gratuities, Offers of Employment, Etc.....
- 5. Conflict of Interest
- 6. Definitions

STANDARD CONTRACT TERMS AND CONDITIONS

PART I GENERAL DEFINITIONS

To avoid undue repetition, the following terms, as used in this Agreement, shall be construed as follows:

Authority or Port Authority - shall mean the Port Authority of New York and New Jersey.

Contract, Document or Agreement - shall mean the writings setting forth the scope, terms, conditions and Specifications for the procurement of Goods and/or Services, as defined hereunder and shall include, but not be limited to: Invitation for Bid (IFB), Request for Quotation (RFQ), Request for Proposal (RFP), Purchase Order (PO), Cover Sheet, executed Signature Sheet, AND PRICING SHEETS with Contract prices inserted, "STANDARD CONTRACT TERMS AND CONDITIONS," and, if included, attachments, endorsements, schedules, exhibits, or drawings, the Authority's acceptance and any written addenda issued over the name of the Authority's Manager, Purchasing Services Division.

Days or Calendar Days - shall mean consecutive calendar days, Saturdays, Sundays, and holidays, included.

Week - unless otherwise specified, shall mean seven (7) consecutive calendar days, Saturdays, Sundays, and holidays.

Month - unless otherwise specified, shall mean a calendar month.

Director - shall mean the Director of the Department which operates the facility of the Port Authority at which the services hereunder are to be performed, for the time being, or his/her successor in duties for the purpose of this Contract, acting personally or through one of his/her authorized representatives for the purpose of this Contract.

Manager - shall mean the Manager of the Facility for the time being or his successor in duties for the purpose of this Contract, acting personally or through his duly authorized representative for the purpose of this Contract.

No person shall be deemed a representative of the Director or Manager except to the extent specifically authorized in an express written notice to the Contractor signed by the Director or Manager, as the case may be. Further, no person shall be deemed a successor in duties of the Director unless the Contractor is so notified in writing signed by the Authority's Manager, Purchasing Services Division. No person shall be deemed a successor in duties of the Manager unless the Contractor is so notified in a writing signed by the Director.

Minority Business Enterprise (MBE) - shall mean a business entity which is at least 51% owned and controlled by one or more members of one or more minority groups, or, in the case of a publicly held corporation, at least 51% of the stock of which is owned by one or more minority groups, and whose management and daily business operations are controlled by one or more such individuals 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 Mexican, Puerto Rican, 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) Native American 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.

Site of the Work - or words of similar import shall mean the Facility and all buildings and properties associated therewith as described in this Contract.

Small Business Enterprise (SBE) - The criteria for a Small Business Enterprise are:

- o The principal place of business must be located in New York or New Jersey;
- o The firm must have been in business for at least three years with activity;
- o Average gross income limitations by industry as established by the Port Authority.

Subcontractor - shall mean anyone who performs work (other than or in addition to the furnishing of materials, plant or equipment) in connection with the services to be provided hereunder, directly or indirectly for or on behalf of the Contractor (and whether or not in privity of contract with the Contractor), but shall not include any person who furnished merely his own personal labor or his own personal services. "Subcontractor", however, shall exclude the Contractor or any subsidiary or parent of the Contractor or any person, firm or corporation which has a substantial interest in the Contractor or in which the Contractor or the parent or the subsidiary of the Contractor, or an officer or principal of the Contractor or of the parent of the subsidiary of the Contractor has a substantial interest, provided, however, that for the purpose of the clause hereof entitled "Assignments and Subcontracts" the exclusion in this paragraph shall not apply to anyone but the Contractor itself.

Women-Owned Business Enterprise (WBE) - shall mean a business enterprise which is at least 51% owned by one or more women, or, in the case of a publicly held corporation, at least 51% of the stock of which is owned by one or more women and whose management and daily business operations are controlled by one or more women who are citizens or permanent or resident aliens.

Work - shall mean all services, equipment and materials (including materials and equipment, if any, furnished by the Authority) and other facilities and all other things necessary or proper for, or incidental to the services to be performed or goods to be furnished in connection with the service to be provided hereunder.

PART II GENERAL PROVISIONS

1. Facility Rules and Regulations of The Port Authority

- a. The Contractor shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the facility Rules and Regulations of the Port Authority now in effect, and such further reasonable Rules and Regulations which may from time to time during the term of this Agreement be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance and efficient operation of the Facility. The Port Authority agrees that, except in case of emergency, it shall give notice to the Contractor of every Rule and Regulation hereafter adopted by it at least five days before the Contractor shall be required to comply therewith.
- b. A copy of the facility Rules and Regulations of the Port Authority shall be available for review by the Contractor at the Office of the Secretary of the Port Authority.

2. Contractor Not An Agent

This Agreement does not constitute the Contractor the agent or representative of the Port Authority for any

purpose whatsoever except as may be specifically provided in this Agreement. It is hereby specifically acknowledged and understood that the Contractor, in performing its services hereunder, is and shall be at all times an independent Contractor and the officers, agents and employees of the Contractor shall not be or be deemed to be agents, servants or employees of the Port Authority.

3. Contractor's Warranties

The Contractor represents and warrants:

- a. That it is financially solvent, that it is experienced in and competent to perform the requirements of this Contract, that the facts stated or shown in any papers submitted or referred to in connection with the solicitation are true, and, if the Contractor be a corporation, that it is authorized to perform this Contract;
- b. That it has carefully examined and analyzed the provisions and requirements of this Contract, and that from its own investigations it has satisfied itself as to the nature of all things needed for the performance of this Contract, the general and local conditions and all other matters which in any way affect this Contract or its performance, and that the time available to it for such examination, analysis, inspection and investigation was adequate;
- c. That the Contract is feasible of performance in accordance with all its provisions and requirements and that it can and will perform it in strict accordance with such provisions and requirements;
- d. That no Commissioner, officer, agent or employee of the Port Authority is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder;
- e. That, except only for those representations, statements or promises expressly contained in this Contract, no representation, statement or promise, oral or in writing, of any kind whatsoever by the Port Authority, its Commissioners, officers, agents, employees or consultants has induced the Contractor to enter into this Contract or has been relied upon by the Contractor, including any with reference to: (1) the meaning, correctness, suitability, or completeness of any provisions or requirements of this Contract; (2) the nature, quantity, quality or size of the materials, equipment, labor and other facilities needed for the performance of this Contract; (3) the general or local conditions which may in any way affect this Contract or its performance; (4) the price of the Contract; or (5) any other matters, whether similar to or different from those referred to in (1) through (4) immediately above, affecting or having any connection with this Contract, the bidding thereon, any discussions thereof, the performance thereof or those employed therein or connected or concerned therewith.

Moreover, the Contractor accepts the conditions at the Site of the Work as they may eventually be found to exist and warrants and represents that it can and will perform the Contract under such conditions and that all materials, equipment, labor and other facilities required because of any unforeseen conditions (physical or otherwise) shall be wholly at its own cost and expense, anything in this Contract to the contrary notwithstanding.

Nothing in the Specifications or any other part of the Contract is intended as or shall constitute a representation by the Port Authority as to the feasibility of performance of this Contract or any part thereof.

The Contractor further represents and warrants that it was given ample opportunity and time and by means of this paragraph was requested by the Port Authority to review thoroughly all documents forming this Contract prior to opening of Bids on this Contract in order that it might request inclusion in this Contract of any statement, representation, promise or provision which it desired or on which it wished to place reliance; that it did so review said documents, that either every such statement, representation, promise or provision has been included in this Contract or else, if omitted, that it expressly relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Contract without claiming reliance thereon or making any other claim on account of such omission.

The Contractor further recognizes that the provisions of this numbered clause (though not only such provisions) are essential to the Port Authority's consent to enter into this Contract and that without such provisions, the Authority would not have entered into this Contract.

4. Personal Non-Liability

Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Contractor with any liability, or held personally liable to the Contractor under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach, thereof.

5. Equal Employment Opportunity, Affirmative Action, Non-Discrimination

- a. The Contractor is advised to ascertain and comply with all applicable federal, State and local statutes, ordinances, rules and regulations and, federal Executive Orders, pertaining to equal employment opportunity, affirmative action, and non-discrimination in employment.
- b. Without limiting the generality of any other term or provision of this Contract, in the event of the Contractor's non-compliance with the equal opportunity and non-discrimination clause of this Contract, or with any of such statutes, ordinances, rules, regulations or Orders, this Contract may be cancelled, terminated or suspended in whole or in part.

6. Rights and Remedies of the Port Authority

The Port Authority shall have the following rights in the event the Contractor is deemed guilty of a breach of any term whatsoever of this Contract:

- a. The right to take over and complete the Work or any part thereof as agent for and at the expense of the Contractor, either directly or through others.
- b. The right to cancel this Contract as to any or all of the Work yet to be performed.
- c. The right to specific performance, an injunction or any appropriate equitable remedy.
- d. The right to money damages.

For the purpose of this Contract, breach shall include but not be limited to the following, whether or not the time has yet arrived for performance of an obligation under this Contract: a statement by the Contractor to any representative of the Port Authority indicating that the Contractor cannot or will not perform any one or more of its obligations under this Contract; any act or omission of the Contractor or any other occurrence which makes it improbable at the time that it will be able to perform any one or more of its obligations under this Contract; any suspension of or failure to proceed with any part of the Work by the Contractor which makes it improbable at the time that it will be able to perform any one or more of its obligations under this Contract.

The enumeration in this numbered clause or elsewhere in this Contract of specific rights and remedies of the Port Authority shall not be deemed to limit any other rights or remedies which the Authority would have in the absence of such enumeration; and no exercise by the Authority of any right or remedy shall operate as a waiver of any other of its rights or remedies not inconsistent therewith or to stop it from exercising such other rights or remedies.

7. Rights and Remedies of the Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract which may be committed by the Port Authority, the Contractor expressly agrees that no default, act or omission of the Port Authority shall constitute a material breach of this Contract, entitling the Contractor to cancel or rescind this Contract or to suspend or abandon performance.

8. Submission To Jurisdiction

The Contractor hereby irrevocably submits itself to the jurisdiction of the Courts of the State of New York and New Jersey, in regard to any controversy arising out of, connected with, or in any way concerning this Contract.

The Contractor agrees that the service of process on the Contractor in relation to such jurisdiction may be

made, at the option of the Port Authority, either by registered or certified mail addressed to it at the address of the Contractor indicated on the signature sheet, or by actual personal delivery to the Contractor, if the Contractor is an individual, to any partner if the Contractor be a partnership or to any officer, director or managing or general agent if the Contractor be a corporation.

Such service shall be deemed to be sufficient when jurisdiction would not lie because of the lack of basis to serve process in the manner otherwise provided by law. In any case, however, process may be served as stated above whether or not it might otherwise have been served in a different manner.

9. Harmony

- a. The Contractor shall not employ any persons or use any labor, or use or have any equipment, or permit any condition to exist which shall or may cause or be conducive to any labor complaints, troubles, disputes or controversies at the Facility which interfere or are likely to interfere with the operation of the Port Authority or with the operations of lessees, licensees or other users of the Facility or with the operations of the Contractor under this Contract.

The Contractor shall immediately give notice to the Port Authority (to be followed by written notices and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof. The Contractor shall use its best efforts to resolve any such complaint, trouble, dispute or controversy. If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Contractor at the Facility or against any operations of the Contractor under this Contract, whether or not caused by the employees of the Contractor, and if any of the foregoing, in the opinion of the Port Authority, results or is likely to result in any curtailment or diminution of the services to be performed hereunder or to interfere with or affect the operations of the Port Authority, or to interfere with or affect the operations of lessees, licensees, or other users of the Facility or in the event of any other cessation or stoppage of operations by the Contractor hereunder for any reason whatsoever, the Port Authority shall have the right at any time during the continuance thereof to suspend the operations of the Contractor under this Contract, and during the period of the suspension the Contractor shall not perform its services hereunder and the Port Authority shall have the right during said period to itself or by any third person or persons selected by it to perform said services of the Contractor using the equipment which is used by the Contractor in its operations hereunder as the Port Authority deems necessary and without cost to the Port Authority. During such time of suspension, the Contractor shall not be entitled to any compensation. Any flat fees, including management fees, shall be prorated. Prior to the exercise of such right by the Port Authority, it shall give the Contractor notice thereof, which notice may be oral. No exercise by the Port Authority of the rights granted to it in the above subparagraph shall be or be deemed to be a waiver of any rights of termination or revocation contained in this Contract or a waiver of any rights or remedies which may be available to the Port Authority under this Contract or otherwise.

- b. During the time that the Contractor is performing the contract, other persons may be engaged in other operations on or about the worksite including Facility operations, pedestrian, bus and vehicular traffic and other Contractors performing at the worksite, all of which shall remain uninterrupted.

The Contractor shall so plan and conduct its operations as to work in harmony with others engaged at the site and not to delay, endanger or interfere with the operation of others (whether or not specifically mentioned above), all to the best interests of the Port Authority and the public as may be directed by the Port Authority.

10. Claims of Third Persons

The Contractor undertakes to pay all claims lawfully made against it by subcontractors, suppliers and workers, and all claims lawfully made against it by other third persons arising out of or in connection with

or because of the performance of this Contract and to cause all subcontractors to pay all such claims lawfully made against them.

11. No Third Party Rights

Nothing contained in this Contract is intended for the benefit of third persons, except to the extent that the Contract specifically provides otherwise by use of the words "benefit" or "direct right of action."

12. Provisions of Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included therein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

13. Costs Assumed By The Contractor

It is expressly understood and agreed that all costs of the Contractor of whatever kind or nature and whether imposed directly upon the Contractor under the terms and provisions hereof or in any other manner whatsoever because of the requirements of the operation of the service or otherwise under this Agreement shall be borne by the Contractor or without compensation or reimbursement from the Port Authority, except as specifically set forth in this Agreement. The entire and complete cost and expense of the Contractor's services and operations hereunder shall be borne solely by the Contractor and under no circumstances shall the Port Authority be liable to any third party (including the Contractor's employees) for any such costs and expenses incurred by the Contractor and under no circumstances shall the Port Authority be liable to the Contractor for the same, except as specifically set forth in this Section.

14. Default, Revocation or Suspension of Contract

a. If one or more of the following events shall occur:

1. If fire or other cause shall destroy all or a substantial part of the Facility.
2. If any governmental agency shall condemn or take a temporary or permanent interest in all or a substantial part of the Facility, or all of a part of the Port Authority's interest herein;

then upon the occurrence of such event or at any time thereafter during the continuance thereof, the Port Authority shall have the right on twenty-four (24) hours written notice to the Contractor to revoke this Contract, such revocation to be effective upon the date and time specified in such notice.

In such event this Contract shall cease and expire on the effective date of revocation as if said date were the date of the expiration of this Contract. Such revocation shall not, however, relieve the Contractor of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

b. If one or more of the following events shall occur:

1. The Contractor shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or of any State thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all its property; or
2. By order or decree of a court the Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors, or, if the Contractor is a corporation,

by any of the stockholders of the Contractor, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any State thereof; or

3. A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against the Contractor and shall not be dismissed within thirty (30) days after the filing thereof; or
4. The interest of the Contractor under this Contract shall be transferred to, passed to or devolve upon, by operation of law or otherwise, any other person, firm or corporation, or
5. The Contractor, if a corporation, shall, without the prior written approval of the Port Authority, become a surviving or merged corporation in a merger, a constituent corporation in a consolidation, or a corporation in dissolution; or
6. If the Contractor is a partnership, and the said partnership shall be dissolved as the result of any act or omission of its copartners or any of them, or by operation of law or the order or decree of any court having jurisdiction, or for any other reason whatsoever; or
7. By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Contractor and such possession or control of all or substantially all of the property of the Contractor and shall continue in effect for a period of fifteen (15) days;

then upon the occurrence of any such event or at any time thereafter during the continuance thereof, the Port Authority shall have the right upon five (5) days notice to the Contractor to terminate this Contract and the rights of the Contractor hereunder; termination to be effective upon the date and time specified in such notice as if said date were the date of the expiration of this Contract. Termination shall not relieve the Contractor of any liabilities or obligations hereunder which have accrued on or prior to the effective date of termination.

c. If any of the following shall occur:

1. The Contractor shall cease, abandon any part of the service, desert, stop or discontinue its services in the premises for any reason whatsoever and regardless of the fault of the Contractor; or
2. The Contractor shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in this Contract on its part to be kept, performed or observed, within five (5) days after receipt of notice of default thereunder from the Port Authority (except where fulfillment of its obligations requires activity over a greater period of time, and the Contractor shall have commenced to perform whatever may be required for fulfillment within five (5) days after receipt of notice and continues such performance without interruption except for causes beyond its control);

then upon the occurrence of any such event or during the continuance thereof, the Port Authority shall have the right on twenty four (24) hours notice to the Contractor to terminate this Contract and the rights of the Contractor hereunder, termination to be effective upon the date and time specified in such notice. Termination shall not relieve the Contractor of any liabilities which shall have accrued on or prior to the effective date of termination.

- d. If any of the events enumerated in this Section shall occur prior to commencement date of this Contract the Port Authority upon the occurrence of any such event or any time thereafter during the continuance thereof by twenty-four (24) hours notice may terminate or suspend this Contract and the rights of the Contractor hereunder, such termination or suspension to be effective upon the date specified in such notice.

- e. No payment by the Port Authority of any monies to the Contractor for any period or periods after default of any of the terms, covenants or conditions hereof to be performed, kept and observed by the Contractor and no act or thing done or omitted to be done by the Port Authority shall be deemed to be a waiver of the right of the Port Authority to terminate this Contract or of any other right or remedies to which the Port Authority may be entitled because of any breach thereof. No waiver by the Port Authority of any default on the part of the Contractor in the performance of any of the terms, covenants and conditions hereof to be performed, kept or observed by the Contractor shall be or be construed to be a waiver by the Port Authority of any other subsequent default in the performance of any of the said terms, covenants and conditions.
- f. In addition to all other rights of revocation or termination hereunder and notwithstanding any other provision of this Contract the Port Authority may terminate this Contract and the rights of the Contractor hereunder without cause at any time upon five (5) days written notice to the Contractor and in such event this Contract shall cease and expire on the date set forth in the notice of termination as fully and completely as though such dates were the original expiration date hereof and if such effective date of termination is other than the last day of the month, the amount of the compensation due to the Contractor from the Port Authority shall be prorated when applicable on a daily basis. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions already performed but no allowance shall be made for anticipated profits.
- g. Any right of termination contained in this paragraph, shall be in addition to and not in lieu of any and all rights and remedies that the Port Authority shall have at law or in equity consequent upon the Contractor's breach of this Contract and shall be without prejudice to any and all such other rights and remedies. It is hereby specifically agreed and understood that the exercise by the Port Authority of any right of termination set forth in this paragraph shall not be or be deemed to be an exercise by the Port Authority of an election of remedies so as to preclude the Port Authority from any right to money damages it may have for the period prior to the effective date of termination to the original expiration date of the Contract, and this provision shall be deemed to survive the termination of this Contract as aforesaid.
- h. If (1) the Contractor fails to perform any of its obligations under this Contract or any other agreement between the Port Authority and the Contractor (including its obligation to the Port Authority to pay any claim lawfully made against it by any supplier, subcontractor or worker or other person which arises out of or in connection with the performance of this Contract or any other agreement with the Port Authority) or (2) any claim (just or unjust) which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor is made against the Port Authority or (3) any subcontractor under this Contract or any other agreement between the Port Authority and the Contractor fails to pay any claims lawfully made against it by any supplier, subcontractor, worker or other third person which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor or if in the opinion of the Port Authority any of the aforesaid contingencies is likely to arise, then the Port Authority shall have the right, in its discretion, to withhold out of any payment (final or otherwise) such sums as the Port Authority may deem ample to protect it against delay or loss or to assure the payment of just claims of third persons, and to apply such sums in such manner as the Port Authority may deem proper to secure such protection or satisfy such claims. All sums so applied shall be deducted from the Contractor's compensation. Omission by the Port Authority to withhold out of any payment, final or otherwise, a sum for any of the above contingencies, even though such contingency has occurred at the time of such payment, shall not be deemed to indicate that the Port Authority does not intend to exercise its right with respect to such contingency. Neither the above provisions for rights of the Port Authority to withhold and apply monies nor any exercise or attempted exercise of, or omission to exercise, such rights by the Port Authority shall create any obligation of any kind to such supplier, subcontractors, worker or other third persons. If, however, the payment of any amount due the Contractor shall be improperly delayed, the Port

Authority shall pay the Contractor interest thereon at the rate of 6% per annum for the period of the delay, it being agreed that such interest shall be in lieu of and in liquidation of any damages to the Contractor because of such delay.

- i. If the Port Authority has paid any sum or has incurred any obligation or expense which the Contractor has agreed to pay or reimburse the Port Authority, or if the Port Authority is required or elects to pay any sum or sums or incurs any obligations or expense by reason of the failure, neglect or refusal of the Contractor to perform or fulfill any one or more of the conditions, covenants, or agreements contained in this Contract, or as a result of an act of omission of the Contractor contrary to the said conditions, covenants and agreements, the Contractor shall pay to the Port Authority the sum or sums so paid or expense so incurred, including all interests, costs and damages, promptly upon the receipt of the Port Authority's statement therefore. The Port Authority may, however, in its discretion, elect to deduct said sum or sums from any payment payable by it to the Contractor.
- j. If the Port Authority pays any installment to the Contractor without reducing said installment as provided in this Contract, it may reduce any succeeding installment by the proper amount, or it may bill the Contractor for the amount by which the installment paid should have been reduced and the Contractor shall pay to the Port Authority any such amount promptly upon receipt of the Port Authority's statement therefore.
- k. The Port Authority shall also have the rights set forth above in the event the Contractor shall become insolvent or bankrupt or if his affairs are placed in the hands of a receiver, trustee or assignee for the benefit of creditors.

15. Sales or Compensating Use Taxes

Sales to the Port Authority are currently exempt from New York and New Jersey State and local sales and compensating use taxes and generally from federal taxation. The Contractor certifies that there are no such taxes included in the prices for this Contract. The Contractor shall retain a copy of this Contract to substantiate the exempt sale.

The compensation set forth in this Agreement is the complete compensation to the Contractor, and the Port Authority will not separately reimburse the Contractor for any taxes unless specifically set forth in this Agreement.

16. No Estoppel or Waiver

The Port Authority shall not be precluded or estopped by any payment, final or otherwise, issued or made under this Contract, from showing at any time the true amount and character of the services performed, or from showing that any such payment is incorrect or was improperly issued or made; and the Port Authority shall not be precluded or estopped, notwithstanding any such payment, from recovering from the Contractor any damages which it may sustain by reason of any failure on its part to comply strictly with this Contract, and any moneys which may be paid to it or for its account in excess of those to which it is lawfully entitled.

No cancellation, rescission or annulment hereof, in whole or as to any part of the services to be provided hereunder, or because of any breach hereof, shall be deemed a waiver of any money damages to which the Port Authority may be entitled because of such breach. Moreover, no waiver by the Authority of any breach of this Contract shall be deemed to be a waiver of any other or any subsequent breach.

17. Records and Reports

The Contractor shall set up, keep and maintain (and shall cause its subcontractors to set up, keep and maintain) in accordance with generally accepted accounting practice during the term of this Agreement and any extensions thereof and for three years after the expiration, termination or revocation thereof, records, payroll records and books of account (including, but not limited to, records of original entry and daily

forms, payroll runs, cancelled checks, time records, union agreements, contracts with health, pension and other third party benefit providers) recording all transactions of the Contractor (and its subcontractors), at, through or in any way connected with or related to the operations of the Contractor (and its subcontractors) hereunder, including but not limited to all matters relating to the charges payable to the Contractor hereunder, all wages and supplemental benefits paid or provided to or for its employees (and its subcontractors' employees) and such additional information as the Port Authority may from time to time and at any time require, and also including, if appropriate, recording the actual number of hours of service provided under the Contract, and keeping separate records thereof which records and books of account shall be kept at all times within the Port District. The Contractor shall permit (and cause its subcontractors to permit) in ordinary business hours during the term of this Agreement including any extensions thereof and for three years thereafter the examination and audit by the officers, employees and representatives of the Port Authority of such records and books of account and also any records and books of account of any company which is owned or controlled by the Contractor, or which owns or controls the Contractor if said company performs services similar to those performed by the Contractor anywhere in the Port District. However, if within the aforesaid three year period the Port Authority has notified the Contractor in writing of a pending claim by the Port Authority under or in connection with this Contract to which any of the aforesaid records and documents of the Contractor or of its subcontractors relate either directly or indirectly, then the period of such right of access shall be extended to the expiration of six years from the date of final payment with respect to the records and documents involved.

The Contractor (and its subcontractors) shall, at its own expense, install, maintain and use such equipment and devices for recording the labor hours of the service as shall be appropriate to its business and necessary or desirable to keep accurate records of the same and as the general manager or the Facility Manager may from time to time require, and the Contractor (and its subcontractors) shall at all reasonable times allow inspection by the agents and employees of the Port Authority of all such equipment or devices.

- a. The Contractor hereby further agrees to furnish to the Port Authority from time to time such written reports in connection with its operations hereunder as the Port Authority may deem necessary or desirable. The format of all forms, schedules and reports furnished by the Contractor to the Port Authority shall be subject to the continuing approval of the Port Authority.
- b. No provision in this Contract giving the Port Authority a right of access to records and documents is intended to impair or affect any right of access to records and documents which they would have in the absence of such provision. Additional record keeping may be required under other sections of this Contract.

18. General Obligations

- a. Except where expressly required or permitted herein to be oral, all notices, requests, consents and approvals required to be given to or by either party shall be in writing and all such notices, requests, consents and approvals shall be personally delivered to the other party during regular business hours or forwarded to such party by United States certified mail, return receipt requested, addressed to the other party at its address hereinbefore or hereafter provided. Until further notice the Contractor hereby designates the address shown on the bottom of the Contractors Signature Sheet as their address to which such notices, requests, consents, or approvals may be forwarded. All notices, requests, consents, or approvals of the Contractor shall be forwarded to the Manager at the Facility.
- b. The Contractor shall comply with the provisions of all present and future federal, state and municipal laws, rules, regulations, requirements, ordinances, orders and directions which pertain to its operations under this Contract and which affect the Contract or the performance thereof and those engaged therein as if the said Contract were being performed for a private corporation, except where stricter requirements are contained in the Contract in which case the Contract shall control. The Contractor shall procure for itself all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Contractor's operations hereunder which may be

19. Assignments and Subcontracting

- a. The Contractor shall not sell, transfer, mortgage, pledge, subcontract or assign this Contract or any part thereof or any of the rights granted hereunder or any moneys due or to become due to it hereunder or enter into any contract requiring or permitting the doing of anything hereunder by an independent Contractor, without the prior written approval of the Port Authority, and any such sale, transfer, mortgage, pledge, subcontract, assignment or contract without such prior written approval shall be void as to the Port Authority.
- b. All subcontractors who provide permanent personnel to the Contractor for work under this Contract shall be given written notice to comply with all requirements of the Contract. The Contractor shall be responsible and liable for the performance and acts of each subcontractor.
- c. All persons to whom the Contractor sublets services shall be deemed to be its agents and no subletting or approval thereof shall be deemed to release this Contractor from its obligations under this Contract or to impose any obligations on the Port Authority to such subcontractor or to give the subcontractor any rights against the Port Authority.

20. Indemnification and Risks Assumed By The Contractor

To the extent permitted by law, the Contractor shall indemnify and hold harmless the Port Authority, its Commissioners, officers, representatives and employees from and against all claims and demands, just or unjust, of third persons (including employees, officers, and agents of the Port Authority) arising out of or in any way connected or alleged to arise out of or alleged to be in any way connected with the Contract and all other services and activities of the Contractor under this Contract and for all expenses incurred by it and by them in the defense, settlement or satisfaction thereof, including without limitation thereto, claims and demands for death, for personal injury or for property damage, direct or consequential, whether they arise from the acts or omissions of the Contractor, of the Port Authority, of third persons, or from the acts of God or the public enemy, or otherwise, including claims and demands of any local jurisdiction against the Port Authority in connection with this Contract.

The Contractor assumes the following risks, whether such risks arise from acts or omissions (negligent or not) of the Contractor, the Port Authority or third persons or from any other cause, excepting only risks occasioned solely by affirmative willful acts of the Port Authority done subsequent to the opening of proposals on this Contract, and shall to the extent permitted by law indemnify the Port Authority for all loss or damage incurred in connection with such risks:

- a. The risk of any and all loss or damage to Port Authority property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions, on or off the premises, the loss or damage of which shall arise out of the Contractor's operations hereunder. The Contractor shall if so directed by the Port Authority, repair, replace or rebuild to the satisfaction of the Port Authority, any and all parts of the premises or the Facility which may be damaged or destroyed by the acts or omissions of the Contractor, its officers, agents, or employees and if the Contractor shall fail so to repair, replace, or rebuild with due diligence the Port Authority may, at its option, perform any of the foregoing work and the Contractor shall pay to the Port Authority the cost thereof.
- b. The risk of any and all loss or damage of the Contractor's property, equipment (including but not limited to automotive and/or mobile equipment) materials and possessions on the Facility.
- c. The risk of claim, whether made against the Contractor or the Port Authority, for any and all loss or damages occurring to any property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions of the Contractor's agents, employees, materialmen and others performing work hereunder.
- d. The risk of claims for injuries, damage or loss of any kind just or unjust of third persons arising or alleged to arise out of the performance of work hereunder, whether such claims are made against the Contractor or the Port Authority.

If so directed, the Contractor shall at its own expense defend any suit based upon any such claim or demand, even if such suit, claim or demand is groundless, false or fraudulent, and in handling such shall not, without obtaining 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 provision of any statutes respecting suits against the Port Authority.

Neither the requirements of the Port Authority under this Contract, nor of the Port Authority of the methods of performance hereunder nor the failure of the Port Authority to call attention to improper or inadequate methods or to require a change in the method of performance hereunder nor the failure of the Port Authority to direct the Contractor to take any particular precaution or other action or to refrain from doing any particular thing shall relieve the Contractor of its liability for injuries to persons or damage to property or environmental impairment arising out of its operations.

21. Approval of Methods

Neither the approval of the Port Authority of the methods of furnishing services hereunder nor the failure of the Port Authority to call attention to improper or inadequate methods or to require a change in the method of furnishing services hereunder, nor the failure of the Port Authority to direct the Contractor to take any particular precautions or to refrain from doing any particular thing shall relieve the Contractor of its liability for injuries to persons or damage to property or environmental impairment arising out of its operations.

22. Safety and Cleanliness

- a. The Contractor shall, in the furnishing of services hereunder, exercise every precaution to prevent injury to person or damage to property or environmental impairment and avoid inconvenience to the occupants of or any visitors to the Facility. The Contractor shall, without limiting the generality hereof, place such personnel, erect such barricades and railings, give such warnings, display such lights, signals or signs, place such cones and exercise precautions as may be necessary, proper or desirable.
- b. The Contractor shall in case of unsafe floor conditions due to construction, wetness, spillage, sickness and all other types of hazardous conditions proceed to rope off the unsafe area and place appropriate warnings signs to prevent accidents from occurring. The Contractor shall clean said area to the satisfaction of the Manager.
- c. The Contractor shall at all times maintain in a clean and orderly condition and appearance any and all facilities provided by the Port Authority for the Contractor's operations, and all fixtures, sink closets, equipment, and other personal property of the Port Authority which are located in said facilities.

23. Accident Reports

The Contractor shall promptly report in writing to the Manager of the Facility and to the Deputy Chief, Litigation Management of the Port Authority all accidents whatsoever arising out of or in connection with its operations hereunder and which result in death or injury to persons or damage to property, setting forth such details thereof as the Port Authority may desire. In addition, if death or serious injury or serious damage is caused, such accidents shall be immediately reported by telephone to the aforesaid representatives of the Port Authority.

24. Trash Removal

The Contractor shall remove daily from the Facility by means provided by the Contractor all garbage, debris and other waste material (solid or liquid) arising out of or in connection with its operations hereunder, and any such garbage, debris and other waste material not immediately removed shall be temporarily stored in a clear and sanitary condition, approved by the Facility Manager and shall be kept covered except when filling

or emptying them. The Contractor shall exercise care in removing such garbage, debris and other waste materials from the Facility. The manner of such storage and removal shall always be subject in all respects to the continual approval of the Port Authority. No equipment or facilities of the Port Authority shall be used in such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Facility.

25. Lost and Found Property

The Contractor shall instruct its personnel that all items of personal property found by the Contractor's employees at the Site must be turned in to the Port Authority and a receipt will be issued therefor.

26. Property of the Contractor

- a. All property of the Contractor at the Site by virtue of this Contract shall be removed on or before the expiration or sooner termination or revocation of this Contract.
- b. If the Contractor shall fail to remove its property upon the expiration, termination or revocation of this Contract the Port Authority may, at its option, dispose of such property as waste or as agent for the Contractor and at the risk and expense of the Contractor, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty (30) days may sell the same in accordance with any method deemed appropriate; the proceeds of any such sale shall be applied first, to the expenses of sale and second, to any sums owed by the Contractor to the Port Authority; any balance remaining shall be paid to the Contractor. Any excess of the total cost of removal, storage and sale and other costs incurred by the Port Authority as a result of such failure of performance by the Contractor over the proceeds of sale shall be paid by the Contractor to the Port Authority upon demand.

27. Modification of Contract

This Contract may not be changed except in writing signed by the Port Authority and the Contractor. The Contractor agrees that no representation or warranties shall be binding upon the Port Authority unless expressed in writing in this Contract.

28. Invalid Clauses

If any provision of this Contract shall be such as to destroy its mutuality or to render it invalid or illegal, then, if it shall not appear to have been so material that without it the Contract would not have been made by the parties, it shall not be deemed to form part thereof but the balance of the Contract shall remain in full force and effect.

29. Approval of Materials, Supplies and Equipment

Only Port Authority approved materials, supplies, and equipment are to be used by the Contractor in performing the Work hereunder. Inclusion of chemical containing materials or supplies on the Port Authority Approved Products List – Environmental Protection Supplies constitutes approval. The list may be revised from time to time and at any time by the Port Authority and it shall be incumbent upon the Contractor to obtain the most current list from the Manager of the Facility.

At anytime during the Solicitation, pre-performance or performance periods, the Contractor may propose the use of an alternate product or products to those on the Approved Products List – Environmental Protection Supplies, which product(s) shall be subject to review and approval by the Port Authority. Any alternate product so approved by the Port Authority may be used by the Contractor in performing the Services hereunder. Until such approval is given, only products on the Approved Products List – Environmental Protection Supplies may be used.

30. Intellectual Property

The right to use all patented materials, appliances, processes of manufacture or types of construction, trade and service marks, copyrights and trade secrets, collectively hereinafter referred to as "Intellectual Property Rights", in the performance of the work, shall be obtained by the Contractor without separate or additional compensation. Where the services under this Agreement require the Contractor to provide materials, equipment or software for the use of the Port Authority or its employees or agents, the Port Authority shall be provided with the Intellectual Property Rights required for such use without further compensation than is provided for under this Agreement.

The Contractor shall indemnify the Port Authority against and save it harmless from all loss and expense incurred as a result of any claims in the nature of Intellectual Property Rights infringement arising out of the Contractor's or Port Authority's use, in accordance with the above immediately preceding paragraph, of any Intellectual Property. The Contractor, if requested, shall conduct all negotiations with respect to and defend such claims. If the Contractor or the Port Authority, its employees or agents be enjoined either temporarily or permanently from the use of any subject matter as to which the Contractor is to indemnify the Port Authority against infringement, then the Port Authority may, without limiting any other rights it may have, require the Contractor to supply temporary or permanent replacement facilities approved by the Manager, and if the Contractor fails to do so the Contractor shall, at its expense, remove all such enjoined facilities and refund the cost thereof to the Port Authority or take such steps as may be necessary to insure compliance by the Contractor and the Port Authority with said injunction, to the satisfaction of the Port Authority.

In addition, the Contractor shall promptly and fully inform the Director in writing of any intellectual property rights disputes, whether existing or potential, of which it has knowledge, relating to any idea, design, method, material, equipment or any other matter related to the subject matter of this Agreement or coming to its attention in connection with this Agreement.

31. Contract Records and Documents – Passwords and Codes

When the performance of the contract services requires the Contractor to produce, compile or maintain records, data, drawings, or documents of any kind, regardless of the media utilized, then all such records, drawings, data and documents which are produced, prepared or compiled in connection with this contract, shall become the property of the Port Authority, and the Port Authority shall have the right to use or permit the use of them and any ideas or methods represented by them for any purpose and at any time without other compensation than that specifically provided herein.

When in the performance of the contract services the Contractor utilizes passwords or codes for any purpose, at any time during or after the performance of such services, upon written request by the Authority, the Contractor shall make available to the designated Authority representative all such passwords and codes.

32. High Security Areas

- a. Services under the Contract may be required in high security areas, as the same may be designated by the Manager from time to time. The Port Authority shall require the observance of certain security

procedures with respect to the high security areas, which may include the escort to, at, and/or from said high security areas by security personnel designated by the Contractor or any subcontractor's personnel required to work therein.

- b. Twenty-four hours prior to the proposed performance of any work in a high security area, the Contractor shall notify the Manager. The Contractor shall conform to the procedures as may be established by the Manager from time to time and at any time for access to high security areas and the escorting of personnel hereunder. Prior to the start of work, the Contractor shall request a description from the Manager of the high security areas which will be in effect on the commencement date. The description of high security areas may be changed from time to time and at any time by the Manager during the term of the Contract.

33. Notification of Security Requirements

The Port Authority operates facilities and systems, at which terrorism or other criminal acts may have a significant impact on life safety and key infrastructures. The Authority reserves the right to impose multiple layers of security requirements on the performance of the Contract work, including on the Contractor, its staff and subcontractors and their staffs depending upon the level of security required, as determined by the Authority. The Contractor shall and shall instruct its subcontractors to cooperate with Authority staff in adopting security requirements. These security requirements may include but may not be limited to the following:

i. Identity Checks and Background Screening

Contractor/subcontractor identity checks and background screening shall include but shall not be limited to: (1) inspection of not less than two forms of valid/current government issued identification (at least one having an official photograph) to verify staff's name and residence; (2) screening of federal, state, and/or local criminal justice agency information databases and files; (3) screening of any terrorist identification files; (4) multi-year check of personal, employment and /or credit history; (5) access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning.

The Contractor may be required to have its staff, and any subcontractor's staff, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority. If the Authority directs the Contractor to have identity checks and background screening performed by a particular firm designated by the Authority, the Authority will compensate the Contractor for the cost of such screening pursuant to the Extra Work provisions of the Contract.

ii. Issuance of Photo Identification cards:

If the Authority requires facility-specific identification cards for the Contractor's and subcontractors' staff, the Authority will supply such identification cards at no cost to the Contractor.

iii. Access control, inspection, and monitoring by security guards:

The Authority will provide for facility access control, inspection and monitoring by Authority retained security guards. Should the Authority require the Contractor to hire security guards for the purpose of facility access control and inspection in lieu of or in addition to the Authority retained facility security guards, the Contractor will be reimbursed for the cost of such security guards pursuant to the Extra Work provisions of the Contract. However, this provision shall not relieve the Contractor of its responsibility to secure its equipment and work at the facility at its own expense.

The Authority may impose, increase, and/or upgrade security requirements for the Contractor, subcontractors and their staffs during the term of this Contract to address changing security conditions

and/or new governmental regulations.

34. Construction In Progress

The Contractor recognizes that construction may be in progress at the Facility and may continue throughout the term of this Contract. Notwithstanding, the Contractor shall at all times during the term hereof maintain the same standards of performance and cleanliness as prevails in non-affected areas as required by the standards hereunder.

35. Permit-Required Confined Space Work

Prior to commencement of any work, the Contractor shall request and obtain from the Port Authority a description of all spaces at the facility which are permit-required confined spaces requiring issuance of an OSHA permit.

Prior to the commencement of any work in a permit-required confined space at a Port Authority facility requiring issuance of an OSHA permit, the Contractor shall contact the Manager to obtain an Authority Contractor Permit-Required Confined Space Notification form. The notification form must be filled out and submitted prior to commencing permit-required confined space work. All confined space work shall be performed in accordance with all applicable OSHA requirements. The Contractor shall provide its employees with a copy of its own company permit and shall furnish the Port Authority with a copy of the permit upon completion of the work. The Contractor must supply all equipment required for working in a confined space.

36. Signs

Except with the prior written approval of the Port Authority, the Contractor shall not erect, maintain or display any signs or posters or any advertising on or about the Facility.

37. Vending Machines, Food Preparation

The Contractor shall not install, maintain or operate on the Facility, or on any other Port Authority property, any vending machines without the prior written approval of the Port Authority. No foods or beverages shall be prepared or consumed at the Facility by any of the Contractor's employees except in areas as may be specifically designated by the Port Authority for such purpose.

38. Non-Publication

The Contractor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port 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 vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest of is in any way undesirable.

39. Time is of the Essence

Time is of the essence in the Contractor's performance of this Contract inasmuch as the Work to be performed will affect the operation of public facilities.

40. Holidays

The following holidays will be observed at the Site:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day

Presidents Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Day After Thanksgiving
Christmas Day	

This list is subject to periodic revision and the Contractor shall be responsible for obtaining all updated lists from the office of the Manager. If any such holiday falls on a Sunday then the next day shall be considered the holiday and/or if any such holiday falls on a Saturday then the preceding day shall be considered the holiday.

41. Personnel Standards

In addition to any specific personnel requirements that may be required under the clause entitled "Personnel Requirements" in the Specifications, the Contractor (and any Subcontractor) shall furnish competent and adequately trained personnel to perform the Work hereunder. If, in the opinion of the Manager, any employee so assigned is performing their functions unsatisfactorily, they shall be replaced by the Contractor within twenty-four (24) hours following the Contractor's receipt of the Manager's request for such replacement.

All Contractor's employees performing Work hereunder shall have the ability to communicate in the English language to the extent necessary to comprehend directions given by either the Contractor's supervisory staff or by the Manager's staff. Any employee operating a motor vehicle must have a valid driver's license.

42. General Uniform Requirements for Contractor's Personnel

In addition to any specific uniform requirements that may be required by the Specifications, uniforms must be worn at all times during which the Services are being performed hereunder. The Contractor agrees that his/her employees will present a neat, clean and orderly appearance at all times. Uniforms shall include the Contractor's identification badge with picture ID bearing the employee's name. All uniforms, colors, types and styles shall be subject to the prior approval of the Manager. The Contractor will also be responsible for ensuring that its employees are wearing shoes appropriate for the tasks performed. The Manager shall have the right to require removal of any employee who shall fail to wear the proper uniform and shoes, and the exercise of this right shall not limit the obligation of the Contractor to perform the Services or to furnish any required number of employees at a specific location at the Site as specified.

43. Labor, Equipment and Materials Supplied by the Contractor

The Contractor shall, at all times during the performance of this Contract, furnish all necessary labor, supervision, equipment and materials necessary for the prompt and efficient performance of the Work, whether such materials and equipment are actually employed in the furnishing of the Work or whether incidental thereto.

All materials used by the Contractor in furnishing Work hereunder shall be of such quality as to accomplish the purposes of this Contract and the Services to be furnished hereunder in such manner so as not to damage any part of the Site.

The Port Authority by its officers, employees and representatives shall have the right at all times to examine the supplies, materials and equipment used by the Contractor, to observe the operations of the Contractor, its agents, servants and employees and to do any act or thing which the Port Authority may be obligated or have the right to do under this Contract or otherwise.

All equipment, materials and supplies used in the performance of this Contract required hereunder shall be used in accordance with their manufacturer's instructions.

Materials and supplies to be provided by the Contractor hereunder shall comply with OSHA and all

applicable regulations.

44. Contractor's Vehicles -- Parking - Licenses

At the discretion of the Manager, the Port Authority may permit the Contractor during the effective period of this Contract to park vehicle(s) used by it in its operations hereunder in such location as may from time to time or at any time be designated by the Manager. The Contractor shall comply with such existing rules, regulations and procedures as are now in force and such reasonable future rules, regulations and procedures as may hereafter be adopted by the Port Authority for the safety and convenience of persons who park automotive vehicles in any parking area at the Site or for the safety and proper persons who park automotive vehicles in any parking area at the Site or for the safety and proper identification of such vehicles, and the Contractor shall also comply with any and all directions pertaining to such parking which may be given from time to time and at any time by the Manager. Any vehicle used by the Contractor hereunder shall be marked or placarded, identifying it as the Contractor's vehicle.

45. Manager's Authority

In the performance of the Work hereunder, the Contractor shall conform to all orders, directions and requirements of the Manager and shall perform the Work hereunder to the satisfaction of the Manager at such times and places, by such methods and in such manner and sequence as he/she may require, and the Contract shall at all stages be subject to his/her inspection. The Manager shall determine the amount, quality, acceptability and fitness of all parts of the Work and shall interpret the Specifications and any orders for Extra Work. The Contractor shall employ no equipment, materials, methods or staff or personnel to which the Manager objects. Upon request, the Manager shall confirm in writing any oral order, direction, requirement or determination.

The Manager shall have the authority to decide all questions in connection with the Services to be performed hereunder. The exercise by the Manager of the powers and authorities vested in him/her by this section shall be binding and final upon the Port Authority and the Contractor.

46. Price Preference

If this solicitation has not been set aside for the purposes of making an award based on bids solicited from Port Authority certified Minority Business, Women Business or Small Business Enterprises as indicated by the bidder pre-requisites in Part II hereof, for awards of contracts, not exceeding \$1,000,000, for:

- (a) Services, a price preference of 5% is available for New York or New Jersey Small Business Enterprises (SBE); or
- (b) Services (excluding Janitorial/Cleaning Services), a price preference of 10% is available for New York or New Jersey Minority or Women Business Enterprises (M/WBE),

certified by the Port Authority by the day before the bid opening.

If the Bidder is a Port Authority certified MBE, WBE or SBE, enter the applicable date(s) certification was obtained in the space provided on the Signature Sheet attached hereto.

47. Good Faith Participation

If specified as applicable to this Contract, the Contractor shall use every good-faith effort to provide for meaningful participation by certified Minority Business Enterprises (MBEs) and certified Women-owned Business Enterprises (WBEs) as defined in the Standard Contract Terms and Conditions, in all purchasing, subcontracting and ancillary service opportunities associated with this Contract, including purchase of equipment, supplies and labor services.

Good Faith efforts to include participation by MBEs/WBEs shall include the following:

- a. Dividing the services and materials to be procured into small portions, where feasible.

- b. Giving reasonable advance notice of specific contracting, subcontracting and purchasing opportunities to such MBEs/WBEs as may be appropriate.
- c. Soliciting services and materials, to be procured, from the Directory of MBEs/WBEs, a copy of which can be obtained by contacting the Office of Business and Job Opportunity at (212) 435-7819 or seeking MBEs/WBEs from other sources.
- d. Insuring that provision is made to provide progress payments to MBEs/WBEs on a timely basis.

PART III CONTRACTOR'S INTEGRITY PROVISIONS

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

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

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

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

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

- a. the prices in its bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- b. the prices quoted in its bid have not been and will not be knowingly disclosed directly or indirectly by the Bidder prior to the official opening of such bid to any other bidder or to any competitor;
- c. no attempt has been made and none will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
- d. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which

- would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996 (a copy of which is available upon request to the individual named in the clause hereof entitled "Bidder's Questions"), 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 Bidder for the purpose of securing business, has been employed or retained by the Bidder to solicit or secure this Contract on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency; and
 - f. the bidder has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Contract.
 - g. no person or organization has been retained, employed or designated on behalf of the Bidder to impact any Port Authority determination with respect to (i) the solicitation, evaluation or award of this Contract; or (ii) the preparation of specifications or request for submissions in connection with this Contract.

The foregoing certifications shall be deemed to be made by the Bidder as follows:

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

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

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

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

Notwithstanding that the Bidder may be able to make the foregoing certifications at the time the bid is submitted, the Bidder shall immediately notify the Authority in writing during the period of irrevocability of bids on this Contract of any change of circumstances which might under this clause make it unable to make

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

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

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

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

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

4. No Gifts, Gratuities, Offers of Employment, Etc.

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

As used herein "anything of value" shall include but not be limited to any (a) favors, such as meals, entertainment, transportation (other than that contemplated by the Contract or any other Port Authority contract), etc. which might tend to obligate the Port Authority employee to the Contractor, and (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of

employment, loans or the cancellation thereof, preferential treatment or business opportunity. Such term shall not include compensation contemplated by this Contract or any other Port Authority contract. Where used herein, the term "Port Authority" shall be deemed to include all subsidiaries of the Port Authority.

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

In addition, during the term of this Contract, the Contractor shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated April 11, 1996 (a copy of which is available upon request to the Office of the Secretary of the Port Authority).

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

5. Conflict of Interest

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

6. Definitions

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

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

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

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

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

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

If the solicitation is a Request for Proposal:

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

In a Contract resulting from the taking of bids:

Bid - shall mean bid;
Bidder - shall mean Bidder;
Bidding - shall mean executing this Contract.

In a Contract resulting from the taking of Proposals:

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

City of Newark Department of Health and Human Services - Homeless Airport

COST PROPOSAL
YEAR ONE CHARGE - MARCH 2007 TO FEBRUARY 2008

Provide homeless outreach, transportation and referral services sixteen (16) hours per day, seven (7) days per week, 52 weeks per year excluding holidays. Hours of work 6:30 am - 2:30 pm and 11:00 PM - 7:00 AM.

I. LABOR COSTS

STAFF POSITIONS MOBILE OUTREACH TEAM	HOURLY RATE	ESTIMATED HOURS PER PERIOD	ESTIMATED LABOR COST
SS CASE WORKER	\$23.33	1,309	\$30,538.97
SS CASE WORKER	39.01	112	4,369.12
SOCIAL SERVICE AIDE	19.70	819	16,134.30
APPROVED SS CASE/SUBSTITUTE WKR	25.00	463.76	11,594.00
ASST. PROJECT COORDINATOR	38.10	1,177.13	44,848.65
Total Estimated Annual Labor Cost			\$107,485.04

II. CHARGE FOR VAN/VANS

* Monthly Charge	March-Dec 2007	<u>\$2,028.67</u>	<u>10</u>	<u>1</u>	<u>\$24,512.66</u>
	Jan - Feb 2008	<u>\$2,112.98</u>	<u>2</u>	<u>1</u>	
		Per Month	# Of Months	# of Vans	VAN COST

*Van charges shall include all associated costs related to the use of the van(s) including but not limited to insurance, gasoline, leasing costs, maintenance, etc.

III. MONTHLY MANAGEMENT FEE	<u>\$3,765.22</u>	<u>10</u>	<u>\$45,421.98</u>
	<u>\$3,884.89</u>	<u>2</u>	
	Per Month	# Of Months	TOTAL SUM

The Management Fee shall be full compensation for the cost of general supervision including but not limited to access to beds, home office expenses, overhead, profit, equipment not furnished by PA, all other expense in connection with the performance of this Contract, hether or not presently foreseen or foreseeable, other than those charges specifically included above.

IV. ESTIMATED CONTRACT PRICE - 3/07 TO 2/08	<u>\$177,419.68</u>
(SUM OF I, II, III & IV ABOVE)	
ESTIMATED MONTHLY BILLING FOR 3/07 TO 2/08	<u>\$14,784.97</u>

YEAR ONE CHARGE - MARCH 2008 TO FEBRUARY 2009

Provide homeless outreach, transportation and referral services sixteen (16) hours per day, seven (7) days per week, 52

I. LABOR COSTS

STAFF POSITIONS MOBILE OUTREACH TEAM	HOURLY RATE	ESTIMATED HOURS PER PERIOD	ESTIMATED LABOR COST
PROGRAM MONITOR	\$36.91	1,218	\$44,956.38
SS CASE WORKER	33.22	749	24,881.78
SS CASE WORKER	29.76	1673	49,788.48
SS CASE WORKER (PT)	25.16	960	24,153.60
APPROVED SSCASE /SUBSTITUTE WKR	25.00	179.00	4,475.00
Total Estimated Annual Labor Cost			<u>\$148,255.24</u>

II. CHARGE FOR VAN/VANS

* Monthly Charge	March-Dec 2007 - <u>\$2,112.98</u>	<u>10</u>	<u>1</u>	<u>\$25,406.98</u>
	Jan - Feb 2008 <u>\$2,138.59</u>	<u>2</u>	<u>1</u>	
	Per Month	# Of Months	# of Vans	VAN COST

*Van charges shall include all associated costs related to the use of the van(s) including but not limited to insurance, gasoline, leasing costs, maintenance, etc.

III. MONTHLY MANAGEMENT FEE	<u>\$3,884.89</u>	<u>10</u>	<u>\$46,796.12</u>
	<u>\$3,973.61</u>	<u>2</u>	
	Per Month	# Of Months	TOTAL SUM

The Management Fee shall be full compensation for the cost of general supervision including but not limited to access to beds, home office

IV. ESTIMATED CONTRACT PRICE - 3/08 TO 2/09 (SUM OF I, II, III & IV ABOVE)	<u>\$220,458.34</u>
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ESTIMATED MONTHLY BILLING FOR 3/08 TO 2/09	<u>\$18,371.53</u>
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HOMELESS - PORT AUTHORITY
TWO YEAR BUDGET
3/1/07 - 2/28/08

Year: 3/1/07 - 2/29/08

	Salary	Workers's Comp.	FICA	Hospitalization	Prescription	Dental	PERS	Unemployment	Total
Social Caseworker (Arvay)	\$21,908.00	\$971.00	\$1,878.00	\$2,705.00	\$2,059.00	\$328.00	\$778.00	\$113.00	\$30,539.00
Social Caseworker (Williams)	\$2,760.00	\$122.00	\$211.00	\$981.00	\$245.00	\$99.00	\$98.00	\$13.00	\$4,369.00
Social Service Aide (Spears)	\$12,312.00	\$673.00	\$942.00	\$0.00	\$1,373.00	\$322.00	\$437.00	\$75.00	\$16,134.00
Substitute worker (Aston)	\$11,594.00								\$11,594.00
Substitute worker (OT)	\$41,661.00								\$41,661.00
	\$90,235.00	\$1,766.00	\$6,016.00	\$3,586.00	\$3,677.00	\$690.00	\$1,313.00	\$201.00	\$107,484.00

Line# 72250

Charge for Van/ Vans Management Fee

Budget total 3/1/07 - 2/29/08

Year: 3/1/08 - 2/28/09

	Salary	Workers's Comp.	FICA	Hospitalization	Prescription	Dental	PERS	Unemployment	Total
Social Caseworker	\$18,455.00	\$818.00	\$1,412.00	\$7,922.00	\$2,203.00	\$347.00	\$655.00	\$150.00	\$31,862.00
Program Monitor	\$32,755.00	\$1,451.00	\$2,508.00	\$0.00	\$0.00	\$0.00	\$1,163.00	\$0.00	\$37,875.00
Social Caseworker	\$37,508.00	\$1,662.00	\$2,669.00	\$5,080.00	\$979.00	\$217.00	\$1,331.00	\$138.00	\$49,782.00
Social Caseworker, PT	\$21,432.00	\$949.00	\$1,640.00	\$0.00	\$0.00	\$0.00	\$0.00	\$138.00	\$24,159.00
Overtime	\$4,160.00		\$318.00						\$4,478.00
	\$86,716.00	\$3,831.00	\$6,787.00	\$13,002.00	\$3,182.00	\$564.00	\$3,149.00	\$288.00	\$148,256.00

Line# 72250

Charge for Van/ Vans Management Fee

Budget total 3/1/08 - 2/28/09

Total Management & Van

2 Year Budget Total

7R#2 - G 061808

**TERMINAL A - NEWARK LIBERTY INTERNATIONAL AIRPORT
RULES AND REGULATIONS**

Permission to use the Newark Liberty International Airport Terminal A facility is conditional upon acceptance of and compliance with rules, regulations, ordinances and laws of the Terminal A Tenant Airlines, Port Authority of New York and New Jersey, City of Elizabeth, City of Newark, State of New Jersey, and the United States. Entry into the Terminal by any person shall be deemed to constitute an agreement by such persons to comply with such rule, regulations, ordinances and laws.

Set forth below, to provide information to interested persons, are Terminal A Tenant Airlines Rules and Regulations. The enforceability of any rules, regulation, ordinance or law of the Terminal A Tenant Airlines, Port Authority, City of Elizabeth, City of Newark, State of New Jersey, and the United States is not affected by the failure to set forth its text or substance in this notice.

Terminal A Airline General Managers or their representatives in addition to local police officers shall have authority to deny the use of the terminal to any individual violating rules, regulations, ordinances or laws.

Terminal A shall be open during operational hours only. Operational hours are from the check-in of the first departing airline passenger for the first flight each day to the arrival of the last airline flight plus ample time to obtain belongings and depart the airport each day. Terminal A shall be closed at all such other times. No person is permitted access to Terminal A during non-operational hours except for airline employees, vendors, contractors, Port Authority personnel, or other person specifically authorized by Terminal A Airline General Managers or their representatives.

No person is permitted to enter any restricted area or closed area unless authorized and accompanied by persons with such authorization.

The solicitation and receipt of funds is prohibited, except in the authorized conduct of business.

No person shall sleep or give the appearance of sleeping, doze, lie, or sit down on the floors, hallways, stairs, landings or other places in the terminal where such activity may be hazardous to such person or to others, or in any way interfere with the operation of the terminal, pedestrian flow or comfort of its users or tenants.

No person shall spit, urinate or defecate on any part of the terminal other than in a urinal or toilet intended for that purpose.

No person shall bathe or shower, or launder or change clothes, or remain undressed, in or at any public sink, washroom, or any other area within the terminal.

No person shall drink, or carry an open container, or any alcoholic beverage in any public area of the terminal other than an area in which, alcoholic beverages are served for on-premises consumption by a lessee or permittee of the Port Authority Terminal A Airline Tenants.

No person shall smoke or carry a lighted cigar, cigarette, pipe, match or any open flame in or upon any Fuel Storage Area, Public Landing Area, Public Ramp or Apron Area, Public Passenger Ramp and Apron Area, Public Cargo Ramp and Apron Area or Public Aircraft Parking and Storage Area, open deck, gallery or balcony contiguous to and overlooking any such area; indoor areas open to the public (including, but not limited to, ticketing and boarding areas), ground transportation systems (including, but not limited to, indoor and outdoor areas open to the public in monorail cars and stations), elevators, waiting areas, baggage claim areas, bars, restaurants or other food service establishments (including, but not limited to, the outdoor areas of restaurants or other food service establishments, except as provided herein), retail stores, elevators, rest rooms, chapels and mediation rooms, and medical facilities; vehicles open to the public, including limousines, buses, vans and taxis; child care facilities; indoor areas of commercial establishments used for the purpose of carrying on any trade, vocation or charitable activity not otherwise specified; and; indoor areas places of employment of one or more persons.

No person shall throw, discharge or deposit trash, garbage, waste, oil or other petroleum products or any other waste materials into or upon any portion of the terminal except by depositing such materials in the receptacles provided therefore.

No person shall abandon any property at the terminal.

No person except a police officer or another person authorized by the Terminal A Airline General Managers or their representatives shall enter in the terminal any animal except a "seeing eye" dog, a "hearing aid" dog or an animal properly confined for shipment.

No person shall do or permit to be done anything which may interfere with the effectiveness or accessibility of Port Authority, Airline, or airline authorized vendor or contractor equipment or other mechanical system, facility or equipment or other mechanical system, facility or equipment installed or located at the terminal.

No person shall store bundles, paper, cloth, cardboard or any other materials in solid, liquid or gas form that could in any way pose a fire or life safety hazard or obstruct or hinder passage.

No person except those persons authorized shall bring into or carry firearms, explosives, acids, inflammables or compressed gases.

TERMINAL C - NEWARK LIBERTY INTERNATIONAL AIRPORT
RULES AND REGULATIONS

Permission to use the Newark Liberty International Airport Terminal C facility is conditional upon acceptance of and compliance with Port Authority Rules, Regulations and Continental Airlines' Rules and Regulations. Entry into the Terminal by any person shall be deemed to constitute an agreement by such persons to comply with such rule, regulations, ordinances and laws.

Set forth below, to provide information to interested persons, are summaries of certain Rules and Regulations applicable to the Terminal C facility. The text of the rules themselves is set forth in the current version of the Airport Rules and Regulations of the Port Authority of New York and New Jersey or in Continental Airlines' Policies. The enforceability of any regulation, ordinance or law of the Port Authority, City of Newark, State of New Jersey, and the United States is not affected by the failure to set forth its text or substance in this notice.

The Management of Continental Airlines or their representatives have authority to deny the use of the terminal to any individual violating rules or laws.

Terminal C is a smoke free facility. No person shall smoke or carry a lighted cigar, cigarette, pipe, match or any open flame in or upon any: Fuel Storage Area, Public Landing Area, Public Ramp or Apron Area, Public Passenger Ramp and Apron Area, Public Cargo Ramp and Apron Area or Public Aircraft Parking and Storage Area, open deck, gallery or balcony contiguous to and overlooking any such area; indoor areas open to the public (including, but not limited to, ticketing and boarding areas), ground transportation systems (including, but not limited to, indoor and outdoor areas open to the public in monorail cars and stations), elevators, waiting areas, baggage claim areas, bars, restaurants or other food service establishments (including, but not limited to, the outdoor areas of restaurants or other food service establishments, except as provided herein), retail stores, elevators, rest rooms, chapels and mediation rooms, and medical facilities; vehicles open to the public, including limousines, buses, vans and taxis; child care facilities; indoor areas of commercial establishments used for the purpose of carrying on any trade, vocation or charitable activity not otherwise specified; and; indoor areas places of employment of one or more persons.

No person is permitted to enter any restricted area or closed area unless authorized and accompanied by persons with such authorization.

The solicitation and receipt of funds is prohibited, except in the authorized conduct of business.

No person shall sleep or give the appearance of sleeping, doze, lie, or sit down on the floors, hallways, stairs, landings or other places in the terminal where such activity may be hazardous to such person or to others, or in any way interfere with the operation of the terminal, pedestrian flow or comfort of its users or tenants.

No person shall spit, urinate or defecate on any part of the terminal other than in a urinal or toilet intended for that purpose.

No person shall bathe or shower, or launder or change clothes, or remain undressed, in or at any public sink, washroom, or any other area within the terminal.

No person shall drink, or carry an open container, or any alcoholic beverage in any public area of the terminal other than an area in which, alcoholic beverages are served for on-premises consumption by a lessee or permittee of the Port Authority Terminal A Airline Tenants.

No person shall throw, discharge or deposit trash, garbage, waste, oil or other petroleum products or any other waste materials into or upon any portion of the terminal except by depositing such materials in the receptacles provided therefore.

No person shall abandon any property at the terminal.

Passenger gate areas may only be accessed after processing through required screening of both baggage and the person. No access to the ramp side is permitted without the required Port Authority identification being displayed on a person's garment.

No access to the public will be allowed during hours designated as closed. Continental reserves the right to change these hours without advance notice. When the Terminal is closed, only those persons with authorized identification and or business purposes will be permitted to remain and or enter the Terminal. All others will be required to promptly vacate the premises.

No person shall do or permit to be done anything which may interfere with the effectiveness or accessibility of Continental or Port Authority equipment or other mechanical system, facility or equipment installed or located at the terminal.

No one is permitted to enter any restricted area or closed area unless accompanied by a properly badged Continental, Vendor or Port Authority staff member.

No person shall store bundles, paper, cloth, cardboard or any other materials in solid, liquid or gas form that could in any way pose a fire or life safety hazard or obstruct or hinder passage.

No person except those persons authorized shall bring into or carry firearms, explosives, acids, inflammables or compressed gases.