

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT
4 WORLD TRADE CENTER
150 GREENWICH STREET, 21ST FLOOR
NEW YORK, NY 10007

INVITATION FOR BID/PUBLIC BID OPENING

BID INFORMATION

ISSUED DATE: 08/19/2016

**TITLE: MAINTENANCE AND REPAIR OF ELEVATORS, ESCALATORS,
MATERIAL LIFTS AND VEHICLE ARRESTING BARRIERS AT PORT
AUTHORITY OF NEW YORK & NEW JERSEY'S NEWARK LIBERTY
INTERNATIONAL AIRPORT**

BID NO.: 46980

**SUBMIT SEALED BIDS BEFORE THE DUE DATE AND TIME TO THE ABOVE ADDRESS
WHERE THEY WILL BE PUBLICLY OPENED AND READ**

FACILITY INSPECTION: AUGUST 31, 2016

TIME: 9:00 AM

QUESTIONS DUE: SEPTEMBER 1, 2016

TIME: 2:00 PM

BID DUE DATE: SEPTEMBER 14, 2016

TIME: 11:00 AM

BUYER NAME: RICHARD A. GREHL

PHONE NO.: (212) 435-4633

EMAIL: rgrehl@panynj.gov

BIDDER INFORMATION

(TO BE COMPLETED BY THE BIDDER)

(PLEASE PRINT)

(NAME OF BIDDING ENTITY)

(ADDRESS)

(CITY, STATE AND ZIP CODE)

(REPRESENTATIVE TO CONTACT-NAME & TITLE

(TELEPHONE)

(FEDERAL TAX I.D. NO.)

(FAX NO.)

BUSINESS CORPORATION _____ PARTNERSHIP _____ INDIVIDUAL

OTHER (SPECIFY): _____

INVITATION FOR BID

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- PART II – CONTRACT SPECIFIC INFORMATION FOR BIDDERS
- PART III – CONTRACT SPECIFIC TERMS AND CONDITIONS
- PART IV – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS AND PRICING SHEET(S)
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PART I - STANDARD INFORMATION FOR BIDDERS

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

The Port Authority of New York and New Jersey (the “Port Authority” or the “Authority”) is an agency of the States of New York and New Jersey, created and existing by virtue of the Compact of April 30, 1921, made by and between the two States, and thereafter consented to by the Congress of the United States. It is charged with providing transportation, terminals and other facilities of trade and commerce within the Port District. The Port District comprises an area of about 1,500 square miles in both States, centering about New York Harbor. The Port District includes the Cities of New York and Yonkers in New York State, and the cities of Newark, Jersey City, Bayonne, Hoboken and Elizabeth in the State of New Jersey, and over 200 other municipalities, including all or part of seventeen counties, in the two States. The Port Authority manages and/or operates all of the region’s major commercial airports (Newark Liberty International, John F. Kennedy International, Teterboro, LaGuardia, Atlantic City International, and Stewart International Airports), marine terminals in both New Jersey and New York (Port Newark and Elizabeth, Howland Hook and Brooklyn Piers); and its interstate tunnels and bridges (the Lincoln and Holland Tunnels; the George Washington, Bayonne, and Goethals Bridges; and the Outerbridge Crossing), which are vital “Gateways to the Nation.”

In addition, the Port Authority operates the Port Authority Bus Terminal in Manhattan, the largest facility of its kind in the world, and the George Washington Bridge and Journal Square Transportation Center bus stations. A key link in interstate commuter travel, the Port Authority also operates the Port Authority Trans-Hudson Corporation (PATH), a rapid rail transit system linking Newark, and the Jersey City and Hoboken waterfronts, with midtown and downtown Manhattan. A number of other key properties are managed by the agency including but not limited to a large satellite communications facility (the Teleport) in Staten Island, and a resource recovery co-generation plant in Newark. Prior to September 11, 2001, the Port Authority’s headquarters were located in the World Trade Center, and that complex is still owned and being partially redeveloped by the Authority.

2. Form and Submission of Bid

The Bidder shall review carefully every provision of this document, provide all the information required, and sign and return one entire copy to the Port Authority in accordance with the instructions on the Cover Sheet and Part II – Contract Specific Information for Bidders. The Bidder should retain one complete duplicate copy for its own use. The “Signature Sheet” contained herein must be completed and signed by the Bidder. The Pricing Sheet(s) contained herein must also be completed. The Bid shall be sealed in the enclosed self-addressed envelope conspicuously marked with the Bidder’s name, address, and Vendor Number, if available. In addition, the outside of the package must clearly state the Bid Title, the Bid Collective Number and the Bid Due Date. Failure to properly label submissions may cause a delay in identification, misdirection or disqualification of the submissions. In submitting this bid, the Bidder offers to assume the

obligations and liabilities imposed upon it herein and expressly makes the representations and warranties required in this document.

All Bids must be received by the bid custodian on or before the due date and time specified on the cover page, at which time they will be publicly opened and read. Bids are only accepted Monday through Friday, excluding Port Authority holidays, between the hours of 8:00 a.m. and 5:00 p.m., via (1) regular mail, (2) express delivery service (e.g. UPS), or (3) hand delivery.

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

There is extensive security at the World Trade Center Site. Individuals must present a valid government-issued photo ID to enter 4 WTC. If a Bid is to be hand-delivered or if an individual is planning to attend the formal bid opening, please note that only individuals with valid photo identification will be permitted access to the Port Authority's offices. Individuals without valid identification shall be turned away and their packages not accepted. Individuals without packages or carrying small packages or boxes that can be conveyed by hand or on a hand truck may enter through the lobby. All envelopes, packages and boxes may be subject to additional security screening.

There is no parking available at 4 WTC/150 Greenwich Street, and parking in the surrounding area is extremely limited.

Bids that are not received by the bid custodian by the scheduled bid opening date will be considered late.

3. Vendor Profile

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

4. Acknowledgment of Addenda

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

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

5. Firm Offer

The Bidder offers to provide the Port Authority of New York and New Jersey the services and to perform all Work in connection therewith required under this Contract, all as specified by the terms and conditions of the Contract, based on the Pricing Sheets provided herein.

EXCEPTIONS TAKEN OR CONDITIONS IMPOSED BY A BIDDER TO ANY PORTION OF THE CONTRACT DOCUMENTS WILL RESULT IN REJECTION OF THE BID.

6. Acceptance or Rejection of Bids

The acceptance of a Bid will be by a written notice signed by an authorized representative on behalf of the Authority. No other act of the Port Authority, its Commissioners, officers, agents or employees shall constitute acceptance of a Bid. The Port Authority reserves the unqualified right, in its sole and absolute discretion, to reject any or all Bids or to accept any Bid, which in its judgment will best serve the public interest and to waive defects in any Bid. No rights accrue to any Bidder unless and until its Bid is accepted.

7. Bidder's Questions

Any questions by prospective Bidders concerning the Work to be performed or the terms and conditions of the Contract may be addressed to the Contracts Specialist listed on the Cover Sheet of this document. The Contracts Specialist is only authorized to direct the attention of prospective Bidders to the portions of the Contract. No employee of the Port Authority is authorized to interpret any portion of the Contract or to give information in addition to that contained in the Contract. When Contract interpretation or additional information as to the Contract requirements is deemed necessary by the Port Authority, it will be communicated to all Bidders by written addenda issued under the name of the Manager, Commodities & Services Division, Procurement Department of the Port Authority and may be posted on the Port Authority website. Addenda shall be considered part of the Contract.

8. Additional Information To and From Bidders

Should the Authority require additional information from the Bidder in connection with its bid, such information shall be submitted within the time frame specified by the Port Authority.

If the Bidder is a corporation, a statement of the names and residences of its officers should be submitted on the Name and Residence of Principals Sheet, directly following the Signature Sheet.

9. Union Jurisdiction

All prospective Bidders are advised to ascertain whether any union now represented or not represented at the Facility will claim jurisdiction over any aspect of the operations to

be performed hereunder and their attention is directed to the paragraph entitled “Harmony” in the Standard Contract Terms and Conditions.

10. Assessment of Bid Requirements

The Bidder should carefully examine and study the entire contents of these bid documents and shall make its own determinations as to the services and materials to be supplied and all other things required to be done by the Contractor.

11. Bidder’s Prerequisites

Only Bids from Bidders that can satisfactorily demonstrate meeting the prerequisites specified within Part II hereof at the time of bid submission will be considered. By furnishing this document to the Bidder, the Port Authority has not made a determination that the Bidder has met the prerequisites or has otherwise been deemed qualified to perform the services. A determination that a Bidder has met the prerequisites is no assurance that it will be deemed qualified in connection with other bid requirements included herein.

12. Qualification Information

The Port Authority may give oral or written notice to the Bidder to furnish the Port Authority with information and to meet with designated representatives of the Port Authority relating to the Bidder’s qualifications and ability to fulfill the Contractor's obligations hereunder. The requested information shall be submitted no later than three (3) days after said notice unless otherwise indicated. Matters upon which the Port Authority may inquire may include, but may not be limited to, the following:

a. The Bidder may be required to demonstrate that it is financially capable of performing this Contract, and the determination of the Bidder's financial qualifications will be made by the Port Authority in its sole discretion. The Bidder shall submit such financial and other relevant information as may be required by the Port Authority from time to time including, but not limited to, the following:

1. (i) Certified financial statements, including applicable notes, reflecting the Bidder's assets, liabilities, net worth, revenues, expenses, profit or loss and cash flow for the most recent calendar year or the Bidder's most recent fiscal year.

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

(iii) Where neither certified financial statements nor financial statements from an independent accountant are available, as set forth in (i) and (ii) above, then financial statements containing such information prepared directly by the Bidder may be submitted; such financial statements, however, must be accompanied by a signed copy of the Bidder's most recent Federal income tax return and a statement in writing from the Bidder, signed by an executive officer or their authorized designee, that

such statements accurately reflect the present financial condition of the Bidder.

Where the statements submitted pursuant to subparagraphs (i), (ii) or (iii) are dated prior to forty-five (45) days before the bid opening, then the Bidder shall submit a statement in writing, signed by an executive officer of the Bidder or their designee, that the present financial condition of the Bidder is at least as good as that shown on the statements submitted.

2. Bidder's statement of work on hand, including any work on which a bid has been submitted, and containing a description of the work, the annual dollar value, the location by city and state, the current percentage of completion, the expected date for completion, and the name of an individual most familiar with the Bidder's work on these jobs.

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

- b. Information relating to the Bidder's Prerequisites, if any, as set forth in this document.
- c. If the Bidder is a corporation: (1) a copy of its Certificate of Incorporation and, if applicable, all Amendments thereto with a written declaration signed by the Secretary of the Corporation with the corporate seal affixed thereto, stating that the copy furnished is a true copy of the Certificate of Incorporation and any such Amendments as of the date of the opening of the bid and (2) if the Bidder is not incorporated under the laws of the state in which the service is to be performed, a certificate from the Secretary of State of said state evidencing the Bidder's legal qualification to do business in that state.
- d. A statement setting forth the names of those personnel to be in overall charge of the service and those who would be exclusively assigned to supervise the service and their specific roles therein, setting forth as to each the number of years of experience and in which functions and capacities each would serve.
- e. Information to supplement any statement submitted in accordance with the Standard Contract Terms and Conditions entitled "Contractor's Integrity Provisions."
- f. In the event that the Bidder's performance on a current or past Port Authority or Port Authority Trans-Hudson Corporation (PATH) contract or contracts has been rated less than satisfactory, the Manager, Purchasing Services Division, may give oral or written notice to the Bidder to furnish information demonstrating to the satisfaction of such Manager that, notwithstanding such rating, such performance was in fact satisfactory or that the circumstances which gave rise to such unsatisfactory rating have changed or will not apply to performance of this Contract, and that such performance will be satisfactory.
- g. The Bidder recognizes that it may be required to demonstrate to the satisfaction of the Port Authority that it in fact can perform the services as called for in this Contract and

that it may be required to substantiate the warranties and representations set forth herein and the statements and assurances it may be required to give.

Neither the giving of any of the aforesaid notices to a Bidder, the submission of materials by a Bidder, any meeting which the Bidder may have with the Port Authority, nor anything stated by the Port Authority in any such meeting shall be construed or alleged to be construed as an acceptance of said Bidder's Bid. Nothing stated in any such meeting shall be deemed to release any Bidder from its offer as contained in the bid documents.

13. Contractor's Integrity Provisions

By submitting a Bid, Bidders shall be deemed to have made the certifications contained in the clauses entitled "Certification of No Investigation (criminal or civil anti-trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Information," and "Non-Collusive Bidding, and Code of Ethics Certification, Certification of No Solicitation Based On Commission, Percentage, Brokerage, Contingent or Other Fees" contained within the Standard Terms and Conditions within these bid documents. If the Bidder is unable to make the certifications contained therein the Bidder shall submit a statement with its Bid explaining why any such certification(s) cannot be made. Such a submission shall be submitted in a separate envelope along with your Bid, clearly marked "CERTIFICATION STATEMENT."

14. Facility Inspection

Details regarding the Facility inspection for all parties interested in submitting a bid are stipulated in Part II hereof. All Bidders must present company identification and photo identification for access to the Facility.

15. Available Documents - General

Certain documents, listed in Part II hereof, will be made available for reference and examination by Bidders either at the Facility Inspection, or during regular business hours. Arrangements to review these documents at a time other than the Facility Inspection may be made by contacting the person listed in Part II as the contact for the Facility Inspection.

These documents were not prepared for the purpose of providing information for Bidders upon this Contract but they were prepared for other purposes, such as for other contracts or for design purposes for this or other contracts, and they do not form a part of this Contract. The Port Authority makes no representation or guarantee as to, and shall not be responsible for, their accuracy, completeness or pertinence, and, in addition, shall not be responsible for the inferences or conclusions to be drawn there from.

16. Pre-award Meeting

The lowest qualified Bidder may be called for a pre-award meeting prior to award of the Contract.

17. Price Preference

A price preference may be available for Minority/Women Business Enterprises (MBE/WBEs) or Small Business Enterprises (SBEs) as set forth in the Standard Contract Terms and Conditions.

18. MBE/WBE Subcontracting Provisions

Bidders shall use every good-faith effort to provide for participation by Port Authority certified Minority Business Enterprises (MBEs) and Port Authority certified Woman-owned Business Enterprises (WBEs) in all purchasing and subcontracting opportunities associated with this Contract, including purchase of equipment, supplies and labor services, in accordance with the “MBE/WBE Subcontracting Provisions” contained within Part III, and the section of the Standard Terms and Conditions entitled “MBE/WBE Good Faith Participation.”

19. Certification of Recycled Materials

Bidders are requested to submit, with their bid, a written certification entitled “Certified Environmentally Preferable Products / Practices” attached hereto as “Attachment I-A”, attesting that the products or items offered by the Bidder contain the minimum percentage of post-consumer recovered material in accordance with the most recent guidelines issued by the United States Environmental Protection Agency (EPA), or, for commodities not so covered, the minimum percentage of post-consumer recovered materials established by other applicable regulatory agencies. The data submitted by the Bidder in Attachment I-A is being solicited for informational purposes only.

Recycling Definitions:

For purposes of this numbered section, the following definitions shall apply:

- a. “Recovered Material” means any waste material or by-product that has been recovered or diverted from solid waste, excluding those materials and by-products generated from, and commonly reused within, an original manufacturing process.
- b. “Post-consumer Material” means any material or finished product that has served its intended use and has been discarded for disposal or recovery having completed its life as a consumer item. “Post-consumer material” is included in the broader category of “Recovered Material”.
- c. “Pre-consumer Material” means any material or by-product generated after the manufacture of a product but before the product reaches the consumer, such as damaged or obsolete products. Pre-consumer Material does not include mill and manufacturing trim, scrap, or broken material that is generated at a manufacturing site and commonly reused on-site in the same or another manufacturing process.
- d. “Recycled Product” means a product that contains the highest amount of post-consumer material practicable, or when post-consumer material is impracticable for a specific type of product, contains substantial amounts of Pre-consumer Material.

e. "Recyclable Product" means the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.

f. "Waste Reducing Product" means any product that will result in less waste generated due to its use rather than another product designed to serve the same function with an greater waste generation rate. This shall include, but not be limited to, those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

20. City Payroll Tax

Bidders should be aware of the payroll tax imposed by the:

- a. City of Newark, New Jersey for services performed in Newark, New Jersey;
- b. City of New York, New York for services performed in New York, New York; and
- c. City of Yonkers, New York for services performed in Yonkers, New York.

These taxes, if applicable, are the sole responsibility of the Contractor. Bidders should consult their tax advisors as to the effect, if any, of these taxes. The Port Authority provides this notice for informational purposes only and is not responsible for either the imposition or administration of such taxes. The Port Authority exemption set forth in the Paragraph headed "Sales or Compensating Use Taxes", in the Standard Contract Terms and Conditions included herein, does not apply to these taxes.

21. Automated Clearing House Enrollment

The Port Authority of New York and New Jersey is transitioning to an all electronic method of paying its vendors and contractors via an Automated Clearing House (ACH) funds transfer. The Contractor must complete the Port Authority's "Authorization Agreement For Direct Deposits And Direct Payments (ACH Credits)" form, which is available at <http://www.panynj.gov/business-opportunities/pdf/ach-authorization-form.pdf>, in order to receive payment. To avoid delays in payments for commodities and services provided, vendors and contractors must be enrolled in ACH. **Printed accounts payable checks will not be issued.** The Authorization Agreement shall remain in full force and effect until the Port Authority has received written notification from the Contractor of its termination in such time and in such manner as to afford the Port Authority and the depository financial institution(s) a reasonable opportunity to act on it. Any questions on this initiative may be directed to the ACH Enrollments contact line at 201 216-6002 or emailed to ACHENROLLMENT@PANYNJ.GOV.

22. Additional Bidder Information

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

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PART II - CONTRACT SPECIFIC INFORMATION FOR BIDDERS

The following information may be referred to in other parts hereof, or further detailed in other parts hereof, if applicable.

1. Service(s) Required

Maintenance and repair of elevators, escalators, material lifts and vehicle arresting barriers at Newark Liberty International Airport.

2. Location(s) Services Required

Newark Liberty International Airport, as more fully described in the definition of "Facility" in the Specifications.

3. Expected Date of Commencement of Contract

On or about February 1, 2017

4. Contract Type

Unit Price and Lump Sum

5. Duration of Contract

Four (4) Years to expire on or about January 31, 2021

6. Option Period(s)

There shall be up to One (1), Three (3) Year Option Period (s).

7. Price Adjustment during Option Period(s) (Index Based)

Price adjustment during the Option Period(s) shall be pursuant to the clause entitled "Price Adjustment" in Part III hereof.

8. Extension Period

One hundred and twenty (120) day extension is applicable

9. Facility Inspection

Date and Time: August 31, 2016 at 9:00 AM, Newark Liberty International Airport, Building # 80, 1st Floor, Room 113. All attending the inspection must have two (2) forms of photo ID.

Certain pieces of equipment are located beyond a security check point. Attendees who want to inspect this equipment during the facility inspection will be required to supply additional information, including name, date of birth, ethnicity and SS # one week prior to the facility inspection and must be cleared by Customs and Border Protection security.

Please contact Robert Grassi @ rgrassi@panynj.gov to confirm attendance, provide required information and/or receive travel directions.

10. Specific Bidder's Prerequisites

- a. The Bidder shall have had at least five (5) year(s) of continuous experience immediately prior to the date of submission of its Bid in the management and operation of an elevator and escalator operation, maintenance and repair business, and during that time shall have actually engaged in providing said or such services to commercial or industrial accounts under Contract. The Bidder may fulfill this prerequisite if the Bidder can demonstrate to the satisfaction of the Port Authority that the persons or entities owning and controlling the Bidder have had a cumulative total of at least five (5) year(s) of experience immediately prior to the date of the submission of its Bid in the management and operation of a business actually engaged in providing these services to commercial or industrial accounts under contract during that time, or have owned and controlled other entities which have actually engaged in providing the above described services during that time period.
- b. During the time period stated in (a) above, the Bidder, or persons or entities owning and controlling the Bidder, shall have satisfactorily performed or shall be performing under at least one Contracts requiring similar services of similar scope to those required under this Contract.
- c. The Bidder shall have had in its last fiscal year, or the last complete calendar year immediately preceding the opening of its Bid, a minimum of \$5 Million annual gross income.
- d. In the event a bid is submitted by a joint venture the foregoing prerequisites will be considered with respect to such Bid as follows: The prerequisite in subparagraph (a) and (b) above will be considered satisfied if the joint venture itself, or any of its participants individually, can meet the requirements. The prerequisite in subparagraph (c) above will be considered satisfied if the gross income of the joint venture itself meets the prerequisite or the gross income of the participants in the joint venture cumulatively meets the prerequisite. If a joint venture which has not been established as a distinct legal entity submits a bid, it and all participants in the joint venture shall be bound jointly and severally and each such participant in the joint venture shall execute the bid and do each act and thing required by this Invitation for Bid. On the original bid and wherever else the Bidder's name would appear, the name of the joint venture Bidder should appear if the joint venture is a distinct legal entity. If the Bidder is a common law joint venture, the names of all participants should be listed followed by the words "acting jointly and severally". All joint venture Bidders must provide documentation of their legal status.

Proof that the above prerequisites are met should be submitted with the Bid.

11. Available Documents

The following documents will be made available for reference and examination during the Facility Inspection only:

- Current contract # 4600007863 with KONE Inc.
- Manuals for various elevators, escalators and material lifts covered under this Contract.
- Manuals for Vehicle Arresting equipment covered under this Contract.

These documents were not prepared for the purpose of providing information for Bidders upon the present Contract but they were prepared for other purposes, such as for other contracts or for design purposes for this or other contracts, and they do not form a part of this Contract. The Port Authority makes no representation or guarantee as to, and shall not be responsible for their accuracy, completeness or pertinence, and, in addition, shall not be responsible for the conclusions to be drawn there from. They are made available to the Bidders merely for the purpose of providing them with such information as is in the possession of the Port Authority, whether or not such information may be accurate, complete or pertinent or of any value to the bidders.

12. Contractor Staff Background Screening

The Contractor awarded this contract may be required to have its staff, and any subcontractor's staff working under this Contract, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority. The Contractor (and any subcontractors) may also be required to use an organization designated by the Authority to perform the background checks. The cost for said background checks for staff that pass and are granted a credential shall be reimbursable to the Contractor (and its subcontractors) as an out-of-pocket expense. Costs for staff that are rejected for a credential for any reason are not reimbursable.

As of January 29, 2007, the Secure Worker Access Consortium (S.W.A.C.) is the only Port Authority approved provider to be used to conduct background screening, except as otherwise required by federal law and/or regulation. Information about S.W.A.C., instructions, corporate enrollment, online applications, and location of processing centers can be found at <http://www.secureworker.com>, or S.W.A.C. may be contacted directly at (877)522-7922.

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PART III – CONTRACT SPECIFIC TERMS AND CONDITIONS

1. General Agreement

Subject to all of the terms and conditions of this Contract, the undersigned (hereinafter called the “Contractor”) hereby offers and agrees to provide all the necessary supervision, personnel, equipment, materials and all other things necessary to perform the Work required by this Contract as specified in Part II, and fully set forth in the Part V, (the “Specifications,”) at the location(s) listed in Part II and as more fully set forth in the Specifications, and to do all other things necessary or proper therefor or incidental thereto, all in strict accordance with the provisions of the Contract Documents and any future changes therein; and the Contractor further agrees to assume and perform all other duties and obligations imposed upon it by this Contract.

In addition, all things not expressly mentioned in the Specifications but involved in the carrying out of their intent and in the complete and proper execution of the matters referred to in and required by this Contract are required by the Specifications, and the Contractor shall perform the same as though they were specifically delineated, described and mentioned therein.

2. Duration

- a) The initial term of this Contract (hereinafter called the “Base Term”) shall commence on or about the date specified in Part II hereof, on the specific date set forth in the Port Authority’s written notice of bid acceptance (hereinafter called the “Commencement Date”), and unless otherwise terminated, revoked or extended in accordance with the provisions hereof, shall expire as specified in Part II hereof (hereinafter called the “Expiration Date”).
- b) If specified as applicable to this Contract and set forth in Part II hereof, the Port Authority shall have the right to extend this Contract for additional period(s), either through an extension or an option (hereinafter collectively referred to as the “Option Period(s)”) following the Expiration Date, upon the same terms and conditions subject only to adjustments of charges, if applicable to this Contract, as may be hereinafter provided in the paragraph entitled “Price Adjustments”. If the Port Authority shall elect to exercise the Option(s) to extend this Contract, then, no later than thirty (30) days prior to the Expiration Date, the Port Authority shall send a notice that it is extending the Base Term of this Contract, and this Contract shall thereupon be extended for the applicable Option Period. If the Contract provides for more than one Option Period, the same procedure shall apply with regard to extending the term of this Contract for succeeding Option Periods.

- c) Unless specified as not applicable to this Contract in Part II hereof, the Port Authority shall have the absolute right to extend the Base Term for an additional period of up to one hundred and twenty (120) days subsequent to the Expiration Date of the Base Term, or the Expiration Date of the final exercised Option Period (hereinafter called the “Extension Period”), subject to the same terms and conditions as the previous contract period. The prices quoted by the Contractor for the previous contract period shall remain in effect during this Extension Period without adjustment. If it so elects to extend the term of Contract, the Port Authority will advise the Contractor, in writing, that the term is so extended, and will stipulate the length of the extended term, at least thirty (30) days prior to the expiration date of the previous contract period.

3. 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 consideration for the performance of all its obligations under this Contract and as sole compensation for the Work performed by the Contractor hereunder, a compensation calculated from the actual quantities of services performed and the respective prices inserted by the Contractor in the Pricing Sheet(s), forming a part of this Contract, exclusive of compensation under the clause hereof entitled “Extra Work”. The manner of submission of all bills for payment to the Contractor by the Port Authority for Services rendered under this Contract shall be subject to the approval of the Manager in all respects, including, but not limited to, format, breakdown of items presented and verifying records. All computations made by the Contractor and all billing and billing procedures shall be done in conformance with the following procedures:

- a) Payment shall be made in accordance with the prices for the applicable service (during the applicable Contract year) as they appear on the Pricing Sheet(s), as the same may be adjusted from time to time as specified herein, minus any deductions for services not performed and/or any liquidated damages to which the invoice may be subject and/or any adjustments as may be required pursuant to increases and decreases in areas or frequencies, if applicable. All Work must be completed within the time frames specified, or as designated by the Manager.
- b) The Contractor shall submit to the Manager by the fifth day of each month following the month of commencement of this Contract and on or by the fifth day of each month thereafter (including the month following the termination, revocation or expiration of this Contract) a complete and correct invoice for the Work performed during the preceding month accompanied by such information as may be required by the Manager for verification. The invoice must show the Contractor's Federal Tax Identification Number. Payment will be made within thirty (30) days of Port Authority verification of the invoice.
- c) No certificate, payment, acceptance of any Work or any other act or omission of any representative of the Port Authority shall operate to (1) release the Contractor from any obligation under or upon this Contract, or to (2) estop the Port Authority from showing at any time that such certificate, payment,

acceptance, act or omission was incorrect or to (3) preclude the Port Authority from recovering any monies (a) paid in excess of those lawfully due or (b) to which the Port Authority may be entitled on account of and any damage sustained by the Port Authority.

- d) In the event an audit of received invoices should indicate that the correct sum due the Contractor for the relevant billing period is less than the amount actually paid by the Port Authority, the Contractor shall pay to the Port Authority the difference promptly upon receipt of the Port Authority's statement thereof. The Port Authority may, however, in its discretion elect to deduct said sum or sums from any subsequent monthly payments payable to the Contractor hereunder.

“Final Payment”, as the term is used throughout this Contract, means the final payment made for services rendered in the last month of the Base Term or any extended term. However should this Contract be terminated for any reason prior to the last month of the Base Term or any extended term, then Final Payment shall be the payment made for services rendered in the month during which such termination becomes effective. The Contractor's acceptance of Final Payment shall act as a full and complete release to the Port Authority of all claims of and of all liability to the Contractor for all things done or furnished in connection with this Contract and for every act and neglect of the Port Authority and others relating to or arising out of this Contract, including 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.

4. Price Adjustment

All Contract prices submitted by the Contractor and agreed to by The Port Authority, shall be applicable to the four (4) years of the Base Term. For the Option Period(s) that are applicable to this Contract and are exercised hereunder, (excluding the 120 day Extension Period as described in the paragraph entitled “Duration” in Section 2, hereof) the Port Authority shall adjust the compensation due to the Contractor utilizing the Consumer Price Index for all Urban Consumers; Series Id: CUURA101SA0L2; Not Seasonally Adjusted; New York-Northern New Jersey-Long Island, NY-NJ_CT-PA area; all items less shelter; 1982-1984=100, published by the Bureau of Labor Statistics of the United States Department of Labor (hereinafter called the “Price Index”).

For the first year of the Option Period of the Contract, the Price Index shall be determined for the months of August 2019 and August 2020. The amounts payable to the Contractor in the final year of the Base Term shall be multiplied by a fraction the numerator of which is the Price Index for August 2020 and the denominator of which is the Price Index for August 2019. The resulting product shall be the amounts payable to the Contractor in the first year of the Option Period.

For the second year of the Option Period of the Contract, the Price Index shall be determined for the months of August 2020 and August 2021. The amounts payable to the Contractor in the first year of the Option Period shall be multiplied by a fraction the numerator of which is the Price Index for August 2021 and the denominator of which is the Price Index for August 2020. The resulting product shall be the amounts payable to the Contractor in the second year of the Option Period.

For the third year of the Option Period of the Contract, the Price Index shall be determined for the months of August 2021 and August 2022. The amounts payable to the Contractor in the second year of the Option Period shall be multiplied by a fraction the numerator of which is the Price Index for August 2022 and the denominator of which is the Price Index for August 2021. The resulting product shall be the amounts payable to the Contractor in the third year of the Option Period.

In the event of a change in the basis for the computation of the said Index or the discontinuance of its publication, such other appropriate index shall be substituted as may be agreed upon by the Authority and the Contractor as properly reflecting changes in the value of the current United States money in a manner similar to that established in the said Price Index. 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. Notwithstanding the provisions of this section, in no event shall any adjustment hereunder be greater than three percent (3%) per annum.

The amounts payable to the Contractor during the 120-day Extension Period shall not be subject to adjustment.

If, after an adjustment referred to in this Section, the Index used for computing such adjustment shall be changed or adjusted, then the amounts payable to the Contractor for that period shall be recomputed. If such recomputation results in a smaller increase in the amount payable to such period, then, after notification of the change or adjustment, the recomputed amounts shall be in effect; and upon demand by the Port Authority, the Contractor shall refund to Port Authority excess amounts paid by Port Authority for such period.

5. Liquidated Damages

- a) The Contractor's obligations for the performance and completion of the Work within the time or times provided for in this Contract are of the essence of this Contract. In the event that the Contractor fails to satisfactorily perform all or any part of the Work required hereunder in accordance with the requirements set forth in the Specifications (as the same may be modified in accordance with provisions set forth elsewhere herein) then, inasmuch as the damage and loss to the Port Authority for such failure to perform includes items of loss whose amount will be incapable or very difficult of accurate estimation, the damages for such failure to perform shall be liquidated as follows:

- i. In the event that during any monthly period the Contractor fails to perform all Exhibit A services on any item of equipment listed in the Part IV Pricing Sheets on which such services are required during that month, satisfactorily or at the frequencies set forth herein, the payment payable by the Port Authority to the Contractor for said monthly period shall be reduced by the Manager, by an amount equal to two hundred percent (200%) of the "Monthly Unit Maintenance Price" inserted by the Contractor for such item of equipment in Exhibit A of the Part IV Pricing Sheets.
- ii. In the event that during any monthly period, the Contractor fails to perform any part (but fewer than all parts) of the Exhibit A services on any item of equipment listed in the Part IV Pricing Sheets on which such services are required during that month, satisfactorily or at the frequencies set forth herein, the installment payable by the Authority to the Contractor for said monthly period shall be reduced by an amount equal to twenty-five percent (25%) of the "Monthly Unit Maintenance Price" quoted by the Contractor in Exhibit A of the Part IV Pricing Sheets for such item of equipment multiplied by the number of times the Contractor fails to perform or satisfactorily perform a required operation in accordance with the minimum schedules specified herein. In no event, however, shall damages computed pursuant to this paragraph exceed two hundred percent (200%) of the "Monthly Unit Maintenance Price".
- iii. In the event that any equipment failure results in service interruptions, then the payment payable by the Port Authority to the Contractor will be liquidated at the rate of \$200.00 for each elevator, escalator, moving walk or vehicle arresting system that is out of service for twenty four continuous hours and for each additional day or partial day thereafter.
- iv. In the event that the Contractor fails to respond within the time specified (within one hour) for "Callback Service," then the payment payable by the Port Authority to the Contractor shall be liquidated at the rate of \$200 per hour for each hour or part thereof by which the Contractor's response exceeds the response time required herein.
- v. In the event the Contractor fails to begin repair within four hours of notification by the Manager, then the payment payable by the Port Authority to the Contractor shall be liquidated at the rate of \$200 per hour for each hour or part thereof by which the Contractor's response exceeds the required time of four hours.
- vi. In the event the Contractor fails to complete "Project Work" on schedule, then the payment payable by the Port Authority to the Contractor shall be liquidated at a rate of \$500.00 per day or part thereof.

- vii. In the event the Contractor fails to comply with the Minimum Staffing Requirements during the hours specified in the clause of the specifications entitled "Minimum Staffing Requirements," then the payment payable by the Port Authority to the Contractor shall be liquidated at the rate of \$100.00 per quarter hour per staff member for each quarter hour in which the Staffing Requirement is not satisfied.
 - viii. In the event the Contractor fails to perform monthly visual inspections and report the findings as specified herein, then the payment payable by the Port Authority to the Contractor shall be liquidated at the rate of \$100 per day for each day the inspection that is not performed.
 - ix. In the event the Contractor fails to repair, within 30 days, deficiencies noted during daily visual inspections, then the payment payable by the Port Authority to the Contractor shall be liquidated at \$250.00 per day for each piece of equipment, for each month the repair is not made.
 - x. In the event the Contractor fails to perform the specified clean downs as stated in the specifications, then the payment payable by the Port Authority to the Contractor shall be liquidated at the rate of \$3,000.00 for each elevator, escalator and moving walk clean down the Contractor fails to perform.
 - xi. In the event the Contractor fails to perform the required Tests and Inspections at the required frequencies, then the payment payable by the Port Authority to the Contractor shall be liquidated at the rate of \$2,000 for each test and or inspection the Contractor fails to perform.
 - xii. In the event the Contractor fails to stock any spare part required to be stocked, then the payment payable by the Port Authority to the Contractor shall be liquidated at the rate \$250.00 per day or part thereof by which the Contractor's ability to effect a repair is impaired by the lack of spare part or parts, as specified in the section entitled "Inventory and Replacement of Materials and Parts".
 - xiii. In the event the Contractor fails to perform required glass cleaning services at the semiannual intervals as specified herein, then the payment payable by the Port Authority to the Contractor shall be liquidated at the rate of \$1,000 per elevator each time the semiannual glass cleaning is not performed.
- b) The Manager shall determine whether the Contractor has performed in a satisfactory manner and his/her determination shall be final, binding and conclusive upon the Contractor.

c) Failure of the Manager or the Port Authority to impose liquidated damages shall not be deemed Port Authority acceptance of (1) unsatisfactory performance or of (2) a failure to perform on the part of the Contractor or as a waiver of the Port Authority's remedies hereunder.

6. Insurance Procured by the Contractor

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 contractual liability language 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 - \$10 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 New York & New Jersey, its related entities, their commissioners, directors, officers, partners, employees and agents as additional insured, including but not limited to premises-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 separation of insured conditions and severability of interests clauses for all policies. These insurance requirements shall be in effect for the duration of the contract to include any warrantee /guarantee period and any maintenance period . An act or omission of one of the insureds shall not reduce or void coverage to the other insureds. Furthermore, the Contractor's insurance shall be primary insurance as respects to the above additional insureds. Any insurance or self-insurance maintained by the above additional insureds shall not contribute to any loss or claim

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 statutes 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 Authority of NY and NJ, Att: Facility Contract Administrator, at the location where the work will take place and to the General Manager, Risk Financing.

The Port Authority may at any time during the term of this agreement change or modify the limits and coverage’s of insurance. Should the modification or change results in an additional premium, The General Manager, Risk Financing for the Port Authority may consider such cost as an out-of-pocket expense.

Within five (5) days after the award of this agreement or contract and prior to the start of work, the Contractor must submit an original certificate of insurance, to the Port Authority of NY and NJ, Facility Contract Administrator, at the location where the work will take place. This certificate of insurance MUST show evidence of the above insurance policy (ies), stating the agreement/contract number prior to the start of work. The General Manager, Risk Financing must approve the certificate(s) of insurance before any work can begin. Upon request by the Port Authority, the Contractor shall furnish to the General Manager, Risk Financing, a certified copy of each policy, including the premiums.

If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as above required, then, if the Manager shall so direct, the Contractor shall suspend performance of the contract at the premises. If the contract is so suspended, no extension of time shall be due on account thereof. If the contract is not suspended (whether or not because of omission of the Manager to order suspension), then the Authority may, at its option, obtain insurance affording coverage equal to the above required, the cost of such insurance to be payable by the Contractor to the Port Authority.

Renewal certificates of insurance or policies shall be delivered to the Facility Contractor Administrator, Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Financing must approve the renewal certificate(s) of insurance before work can resume on the facility. If at any time any of the certificates or policies shall become unsatisfactory to the Port Authority, the Contractor shall promptly obtain a new and satisfactory certificate and policy.

The requirements for insurance procured by the Contractor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Contractor under this contract. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Contractor against the obligations imposed on them by law or by this or any other Contract. [CITS#5002N]

7. Increase and Decrease in Areas or Frequencies

The Manager shall have the right, at any time and from time to time in his or her sole discretion, to increase or decrease the frequencies of all or any part of the services required hereunder and/or to add areas not described herein in the Specifications or to remove areas or parts of areas which are hereunder so described. In the event the Manager decides to change any frequency or area such change shall be by written notice given to the Contractor not less than seven (7) days prior to the effective date of said change, said change to be effective upon the date specified in said notice.

In the event of an increase or decrease in area or frequency, the Contractor's compensation will be adjusted to reflect such change in area or frequency utilizing the applicable Unit Price for such services (for the applicable Contract year) as set forth on the Pricing Sheet(s).

In the event of a decrease, the Contractor shall not be entitled to compensation for Work not performed.

No such change in areas or frequency will be implemented which results in a total increase or decrease in compensation that is greater than fifty percent (50%) of the Total Estimated Contract Price for the Base Term or, if changes are to be implemented during an Option Period, fifty percent (50%) for that Option Period.

Any increase in frequency or area shall not constitute Extra Work and, as such, shall not be limited by the Extra Work provisions of this Contract.

8. Extra Work

The Contractor is required to provide separate materials, supplies, equipment and personnel for Extra Work when such is deemed necessary by the Manager. "Extra Work" as used herein shall be defined as work which differs from that expressly or impliedly required by the Specifications in their present form. Total Extra Work performed by the Contractor shall not exceed six percent (6%) of the Total Estimated Contract Price of this Contract for the entire Term of this Contract including extensions thereof, or six percent (6%) of the Total Estimated Contract Price of each Section if this Contract is awarded by separate Sections.

An increase in area or frequency does not constitute Extra Work, but shall be compensable based on the prices in the Pricing Sheet(s) and the paragraph herein titled "Increase or Decrease in Areas or Frequencies".

The Contractor is required to perform Extra Work pursuant to a written order of the Manager expressly recognizing such work as Extra Work. If Lump Sum or Unit Price

compensation cannot be agreed upon by the parties in writing prior to the start of Work, the Contractor shall perform such Extra Work and the Contractor's compensation shall be increased by the sum of the following amounts and such amounts only: (1) the actual net cost, in money, of the labor, and material, required for such Extra Work; (2) ten percent (10%) of the amount under (1) above; (3) such rental as the Manager deems reasonable for plant and equipment (other than small tools) required for such Extra Work and (4) if the Extra Work is performed by a subcontractor, an additional five percent (5%) of the sum of the amounts under (1) through (3) above.

As used in this numbered clause (and in this clause only):

“Labor” means laborers, mechanics, and other employees below the rank of supervisor, directly employed at the Site of the Work subject to the Manager or his/her designee's authority to determine what employees of any category are “required for Extra Work” and as to the portion of their time allotted to Extra Work; and “cost of labor” means the wages actually paid to and received by such employees plus a proper proportion of (a) vacation allowances and union dues and assessments which the employer actually pays pursuant to contractual obligation upon the basis of such wages, and (b) taxes actually paid by the employer pursuant to law upon the basis of such wages and workers' compensation premiums paid pursuant to law. “Employees” as used above means only the employees of one employer.

“Net Cost” means the Contractor's actual cost after deducting all permitted cash and trade discounts, rebates, allowances, credits, sales taxes, commissions, and refunds (whether or not any or all of the same shall have been taken by the Contractor) of all parts and materials purchased by the Contractor solely for the use in performing its obligation hereunder provided, where such purchase has received the prior written approval of the Manager as required herein. The Contractor shall promptly furnish to the Manager such bills of sale and other instruments as the Manager may require, executed, acknowledged and delivered, assuring to the Manager title to such materials, supplies, equipment, parts and tools free of encumbrances.

“Materials” means temporarily-installed and consumable materials as well as permanently-installed materials; and “cost of materials” means the price (including taxes actually paid by the Contractor pursuant to law upon the basis of such materials) for which such materials are sold for cash by the manufacturers or producers thereof, or by regular dealers therein, whether or not such materials are purchased directly from the manufacturer, producer or dealer (or if the Contractor is the manufacturer or producer thereof, the reasonable cost to the Contractor of the manufacture and production), plus the reasonable cost of delivering such materials to the Site of the Work in the event that the price paid to the manufacturer, producer or dealer does not include delivery and, in case of temporarily-installed materials, less their salvage value, if any.

The Manager shall have the authority to decide all questions in connection with Extra Work. The exercise by the Manager of the power and authority vested in him/her by this section shall be binding and final upon the Port Authority and the Contractor.

The Contractor shall submit all reports, records and receipts as are requested by the Manager so as to enable him/her to ascertain the time expended in the performance of the Extra Work, the quantity of labor and materials used therein and the cost of said labor and materials to the Contractor.

The provisions of this Contract relating generally to Work and its performance shall apply without exception to any Extra Work required and to the performance thereof. Moreover, the provisions of the Specifications relating generally to the Work and its performance shall also apply to any Extra Work required and to the performance thereof, except to the extent that a written order in connection with any particular item of Extra Work may expressly provide otherwise.

If the Contractor deems work to be Extra Work, the Contractor shall give written notice to the Manager within twenty-four (24) hours of performing the work that it so considers as Extra Work, and failure of the Contractor to provide said notice shall constitute a waiver of any claim to an increase in compensation for such work and a conclusive and binding determination that it is not Extra Work.

The Contractor shall supply the amount of materials, supplies, equipment and personnel required by the Manager within twenty four (24) hours following the receipt of written or verbal notice from the Manager or, in the case of an emergency as determined by the Manager, within four (4) hours following the receipt by the Contractor of the Manager's written or oral notification. Where oral notification is provided hereunder, the Manager will thereafter confirm the same in writing.

All Extra Work shall be billed to the Port Authority on a separate invoice on a monthly basis.

9. MBE/WBE Subcontracting Provisions

The Port Authority has a long-standing practice of making its business opportunities available to Minority Business Enterprises (MBEs) and Woman-owned Businesses (WBEs) and has taken affirmative steps to encourage such firms to seek business opportunities with the Port Authority. The Contractor shall use every good-faith effort to provide for participation by Port Authority certified Minority Business Enterprises (MBEs) and Port Authority certified Woman-owned Business Enterprises (WBEs) in all purchasing and subcontracting opportunities associated with this Contract, including purchase of equipment, supplies and labor services.

The Contractor shall use good faith efforts to achieve participation equivalent to twelve percent (12%) of the total Contract price for Port Authority certified MBEs and five percent (5%) of the total Contract price for Port Authority certified WBEs.

Good faith efforts to include participation by MBE/WBEs shall include, but not be limited to 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 MBE/WBEs as may be appropriate.

- c. Soliciting services and materials from a Port Authority Port Authority certified MBE/WBE or seeking MBE/WBEs from other sources. To access the Port Authority's Directory of MBE/WBE Port Authority certified Firms go to www.panynj.gov/supplierdiversty
- d. Ensuring that provision is made to provide progress payments to MBE/WBEs on a timely basis.
- e. Observance of reasonable commercial standards of fair dealing in the respective trade or business.

Bidders are directed to use form PA3760A as the recording mechanism for the MBE/WBE Participation Plan that may be downloaded at <http://www.panynj.gov/business-opportunities/become-vendor.html>.

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

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

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

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

Subsequent to Contract award, all changes to the MBE/WBE Participation Plan must be submitted via a modified MBE/WBE Participation Plan to the Manager for review and approval by the Authority's Office of Business Diversity and Civil Rights. For submittal of modifications to the MBE/WBE Plan, Contractors are directed to use form PA3760B, which may be downloaded at <http://www.panynj.gov/business-opportunities/become-vendor.html>. The Contractor shall not make changes to its approved MBE/WBE Participation Plan or substitute MBE/WBE subcontractors or suppliers for those named in their approved plan without the Manager's prior written approval. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the Contractor's own forces, shall be a violation of this section. Progress toward attainment of MBE/WBE participation goals set forth herein will be monitored throughout the duration of this Contract.

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

Prompt Payment/Retainage

The Contractor agrees to pay each subcontractor under this Contract, for satisfactory performance of its subcontract, no later than ten (10) days from the receipt of each payment the Contractor receives from the Authority. The prime contractor agrees further to return retainage payments, if any, to each subcontractor within ten days after the subcontractors' work is satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval of the Authority.

MBE/WBE Conditions of Participation

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

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

B. Work Force. The MBE/WBE must employ a work force (including administrative and clerical staff) separate and apart from that employed by the Contractor, other Subcontractors on the contract, or their Affiliates. This does not preclude the employment by the MBE/WBE of an individual that has been previously employed by another firm involved in the Contract, provided that the individual was independently recruited by the

MBE/WBE in accordance with customary industry practice. The routine transfer of work crews from another employer to the MBE/WBE shall not be allowed.

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

Counting MBE/WBE Participation

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

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

B. Manufacturers/Fabricators. One hundred percent (100%) of the expenditure to a MBE/WBE manufacturer or fabricator will be counted towards the MBE/WBE goal.

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

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

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

F. Trucking Operations. If using an MBE/WBE firm for trucking operations, the MBE/WBE trucking firm of record is the firm that is listed on the MBE/WBE Participation Plan. The MBE/WBE trucking firm shall own and operate at least one registered, insured, and fully operational truck used for the performance of the Work and shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting the MBE/WBE goal. The MBE/WBE trucking firm of record shall control the day-to-day MBE/WBE trucking operations for performance of the Work, and shall be responsible for (1) negotiating and executing rental/leasing agreements; (2) hiring and terminating the work force; (3) coordinating the daily trucking needs with the Contractor; and (4) scheduling and dispatching trucks.

1. MBE/WBE Owned/Leased Trucks. One hundred percent (100%) of the value of the trucking operations the MBE/WBE provides for the performance of the Work using trucks it owns or leases on a long-term basis that are registered, insured and operated by the MBE/WBE using drivers it employs, will be counted toward the MBE/WBE goal.

2. MBE/WBE Short-Term Leased Trucks. The MBE/WBE may lease trucks on a short-term basis from another MBE/WBE, including an owner/operator who is Port Authority certified as a MBE/WBE. One hundred percent (100%) of the value of the trucking operations that the lessee MBE/WBE provides will be counted toward the MBE/WBE goal.

3. Non-MBE/WBE Trucks. The MBE/WBE may lease trucks on a short-term basis from a non-MBE/WBE, including an owner-operator. One hundred percent (100%) of the fee or commission the MBE/WBE receives as a result of the lease arrangement will be counted toward the MBE/WBE goal. The value of the trucking operations provided by the lessee will not be counted toward the MBE/WBE goal.

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

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PART IV – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S)

1. SIGNATURE SHEET

OFFER: The undersigned offers and agrees to furnish to the Port Authority of New York and New Jersey the services and/or materials in compliance with all terms, conditions, specifications and addenda of the Contract. Signature also certifies understanding and compliance with the certification requirements of the standard terms and conditions as contained in the Standard Contract Terms and Conditions. This offer shall be irrevocable for one hundred twenty (120) days after the date on which the Port Authority opens this bid.

ONLY THE COMPANY NAMED AS THE BIDDING ENTITY BELOW WILL RECEIVE PAYMENT. THIS MUST BE THE SAME NAMED COMPANY AS INDICATED ON THE COVER SHEET

Bidding Entity _____

Bidder's Address _____

City, State, Zip _____

Telephone No. _____ FAX _____

Email _____ EIN# _____

SIGNATURE _____ Date _____

Print Name and Title _____

ACKNOWLEDGEMENT:

STATE OF: _____

COUNTY OF: _____

On this ___ day of _____, 20____, personally came before me, _____, who, duly sworn by me, did depose that (s)he has knowledge of the matters herein stated, that they are in all respects true and that (s)he has been authorized to execute the foregoing offer and statement of irrevocability on behalf of said corporation, partnership or firm.

Notary Public

NOTE: If a joint venture is bidding, duplicate this Signature Sheet and have each party to the joint venture sign separately and affix to the back of this Signature Sheet.

Bidder attention is called to the certification requirements contained in the Standard Contract Terms and Conditions, Part III. Indicate by checking the box below if a signed, explanatory statement in connection with this section is attached hereto.

If certified by the Port Authority as an SBE or MWBE: _____ (indicate which one and date).

2. NAME AND RESIDENCE OF PRINCIPALS SHEET

Names and Residence of Principals of Bidder. If general or limited partner, or individual, so indicate.

NAME	TITLE	ADDRESS OF RESIDENCE (Do not give business address)
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3. PRICING SHEET(S)

Entry of Prices

- a. The prices quoted shall be written in figures, in ink, preferably in black ink, where required in the spaces provided on the Pricing Sheet(s) attached hereto and made a part hereof. Prices must be quoted in United States Dollars. All figures inserted will be interpreted as being quoted in United States Dollars.
- b. All Bidders are asked to ensure that all charges quoted for similar operations in the Contract are consistent.
- c. Prices must be submitted for each Item required on the Pricing Sheet(s). Bidders are advised that the Items on the Pricing Sheet(s) correspond to the required services set forth in the Specifications hereunder.
- d. Bidders must insert all figures as required and verify all computations for accuracy. The Port Authority in its sole judgment reserves the right to: (1) reject Bids without checking them for mathematical errors or omissions, (2) reject Bids that contain or appear to contain errors or omissions, and (3) supply corrections to Bids that contain or appear to contain mathematical errors and omissions, and in this case the Port Authority reserves the right to recompute the Total Estimated Contract Price based upon the Unit Prices inserted by the Bidder, which amount shall govern in all cases.
- e. In the event that a Bidder quotes an amount in the Total Estimated column but omits to quote a Unit Price for that amount in the space provided, the Port Authority reserves the right to compute and insert the appropriate Unit Price.
- f. The Total Estimated Contract Price is solely for the purpose of facilitating the comparisons of Bids. Compensation shall be in accordance with the section of this Contract entitled "Payment".

EXHIBIT A Pricing Sheets - Maintenance & Repair of Elevators, Escalators, and Vehicle Arresting Equipment								
Item	Equipment Designation	Location	Make & Model	Monthly Unit Price all inclusive of maintenance , repair, inspections, staffing	# of Units	Months	Total Estimated Annual Price	
A.1	A-1	Terminal A Airtrain Station	O&K RTK-BN	\$	X 1 X	12	= \$	
A.2	A-2	Terminal A Airtrain Station	O&K RTK-BN	\$	X 1 X	12	= \$	
A.3	B-3	Terminal B Airtrain Station	O&K RTK-BN	\$	X 1 X	12	= \$	
A.4	B-4	Terminal B Airtrain Station	O&K RTK-BN	\$	X 1 X	12	= \$	
A.5	C-5	Terminal C Airtrain Station	O&K RTK-BN	\$	X 1 X	12	= \$	
A.6	C-6	Terminal C Airtrain Station	O&K RTK-BN	\$	X 1 X	12	= \$	
A.7	P3-7	Airtrain Station P3	O&K RTK-BN	\$	X 1 X	12	= \$	
A.8	P3-8	Airtrain Station P3	O&K RTK-BN	\$	X 1 X	12	= \$	
A.9	P2-9	Airtrain Station P2	O&K RTK-BN	\$	X 1 X	12	= \$	
A.10	P2-10	Airtrain Station P2	O&K RTK-BN	\$	X 1 X	12	= \$	
A.11	P4-13	Airtrain Station P4	O&K RTK-BN	\$	X 1 X	12	= \$	
A.12	P4-14	Airtrain Station P4	O&K RTK-BN	\$	X 1 X	12	= \$	
A.13	R-1	RailLink Station	KONE RTV-HD	\$	X 1 X	12	= \$	
A.14	R-2	RailLink Station	KONE RTV-HD	\$	X 1 X	12	= \$	
A.15	R-3	RailLink Station	KONE RTV-HD	\$	X 1 X	12	= \$	
A.16	R-4	RailLink Station	KONE RTV-HD	\$	X 1 X	12	= \$	
A.17	R-5	RailLink Station	KONE RTV-HD	\$	X 1 X	12	= \$	
A.18	R-6	RailLink Station	KONE RTV-HD	\$	X 1 X	12	= \$	
A.19	FIS-1	Term B International Facility	Schindler SWE-30-100K	\$	X 1 X	12	= \$	
A.20	FIS-2	Term B International Facility	Schindler SWE-30-100K	\$	X 1 X	12	= \$	
A.21	FIS-3	Term B International Facility	Schindler SWE-30-100K	\$	X 1 X	12	= \$	

A.22	FIS-4	Term B International Facility	Schindler SWE-30-100K	\$	X	1	X	12	=	\$
A.23	FIS-5	Term B International Facility	Schindler SWE-30-100K	\$	X	1	X	12	=	\$
A.24	FIS-6	Term B International Facility	Schindler SWE-30-100K	\$	X	1	X	12	=	\$
A.25	FIS-7	Term B International Facility	Schindler SWE-30-100K	\$	X	1	X	12	=	\$
A.26	FIS-8	Term B International Facility	Schindler SWE-30-100K	\$	X	1	X	12	=	\$
A.27	FIS-9	Term B International Facility	Schindler SWE-30-100K	\$	X	1	X	12	=	\$
A.28	FIS-10	Term B International Facility	Schindler SWE-30-100K	\$	X	1	X	12	=	\$
A.29	CPB-1	C Parking Garage	Fuji Tec VS 1200	\$	X	1	X	12	=	\$
A.30	CPB-2	C Parking Garage	Fuji Tec VS 1200	\$	X	1	X	12	=	\$
A.31	CPB-3	C Parking Garage	Fuji Tec VS 1200	\$	X	1	X	12	=	\$
A.32	CPB-4	C Parking Garage	Fuji Tec VS 1200	\$	X	1	X	12	=	\$
A.33	CPB-5	C Parking Garage	Fuji Tec VS 1200	\$	X	1	X	12	=	\$
A.34	CPB-6	C Parking Garage	Fuji Tec VS 1200	\$	X	1	X	12	=	\$
A.35	CPB-7	C Parking Garage	Fuji Tec VS 1200	\$	X	1	X	12	=	\$
A.36	CPB-8	C Parking Garage	Fuji Tec VS 1200	\$	X	1	X	12	=	\$
A.37	CG-9	C Parking Garage	Fuji Tec VS 1200	\$	X	1	X	12	=	\$
A.38	CG-10	C Parking Garage	Fuji Tec VS 1200	\$	X	1	X	12	=	\$
A.39	CG-11	C Parking Garage	Fuji Tec VS 1200	\$	X	1	X	12	=	\$
A.40	CG-12	C Parking Garage	Fuji Tec VS 1200	\$	X	1	X	12	=	\$
A.41	TB-1	Term B	Thyssen Krupp	\$	X	1	X	12	=	\$
A.42	TB-2	Term B	Thyssen Krupp	\$	X	1	X	12	=	\$
A.43	TB-3	Term B	Thyssen Krupp	\$	X	1	X	12	=	\$
A.44	TB-4	Term B	Thyssen Krupp	\$	X	1	X	12	=	\$
A.45	TB-5	Term B	Thyssen Krupp	\$	X	1	X	12	=	\$
A.46	TB-6	Term B	Schindler SWE-30-100K	\$	X	1	X	12	=	\$
A.47	TB-7	Term B	Schindler SWE-30-100K	\$	X	1	X	12	=	\$
A.48	TB-8	Term B	Schindler SWE-30-100K	\$	X	1	X	12	=	\$

A.49	TB-9	Term B	Schindler SWE-30-100K	\$	X	1	X	12	=	\$
A.50	TB-10	Terminal B	KONE E Series HR	\$	X	1	X	12	=	\$
A.51	TB-11	Terminal B	KONE E Series HR	\$	X	1	X	12	=	\$
A.52	TB-12	Term B	Schindler SWE-30-100K	\$	X	1	X	12	=	\$
A.53	TB-13	Term B	Schindler SWE-30-100K	\$	X	1	X	12	=	\$
A.54	TB-14	Term B	Schindler SWE-30-100K	\$	X	1	X	12	=	\$
A.55	TB-15	Terminal B	Otis Type 48R8000	\$	X	1	X	12	=	\$
A.56	TB-21	Terminal B	Otis Type 48R8000	\$	X	1	X	12	=	\$
A.57	TB-22	Terminal B	Thyssen Tugula	\$	X	1	X	12	=	\$
A.58	A	Terminal A Airtrain Station	Dover	\$	X	1	X	12	=	\$
A.59	B	Terminal B Airtrain Station	Dover	\$	X	1	X	12	=	\$
A.60	C	Terminal C Airtrain Station	Claddah	\$	X	1	X	12	=	\$
A.61	P2	Airtrain Station P2	Schumaker	\$	X	1	X	12	=	\$
A.62	P3	Airtrain Station P3	Schumaker	\$	X	1	X	12	=	\$
A.63	P4-1	P4 Airtrain Station	MCE	\$	X	1	X	12	=	\$
A.64	P4-2	P4 Airtrain Station	MCE	\$	X	1	X	12	=	\$
A.65	R-1	RailLink Station	MCE	\$	X	1	X	12	=	\$
A.66	R-2	RailLink Station	MCE	\$	X	1	X	12	=	\$
A.67	R-3	RailLink Station	MCE	\$	X	1	X	12	=	\$
A.68	TB-B1	Terminal B	MCE	\$	X	1	X	12	=	\$
A.69	TB-B2	Terminal B	MCE	\$	X	1	X	12	=	\$
A.70	TB-B3	Terminal B	MCE	\$	X	1	X	12	=	\$
A.71	TB-B4	Terminal B	MCE	\$	X	1	X	12	=	\$
A.72	TB-B5	Terminal B	MCE	\$	X	1	X	12	=	\$
A.73	TB-B7	Terminal B	MCE	\$	X	1	X	12	=	\$
A.74	TB-FC- B8	Terminal B Food Court	Northern	\$	X	1	X	12	=	\$
A.75	TB-B 9	Terminal B	MCE	\$	X	1	X	12	=	\$

A.76	TB-B 10	Terminal B	MCE	\$	X	1	X	12	=	\$
A.77	B-2 Dumbwaiter	Term B B2 Connector	Typical Relay Logic Controller	\$	X	1	X	12	=	\$
A.78	SE-1	Terminal B	MCE	\$	X	1	X	12	=	\$
A.79	SE-2	Terminal B	MCE	\$	X	1	X	12	=	\$
A.80	SE-3	Terminal B	MCE	\$	X	1	X	12	=	\$
A.81	SE-4	Terminal B	MCE	\$	X	1	X	12	=	\$
A.82	FIS-1	Term B International Facility	Schindler MP-300	\$	X	1	X	12	=	\$
A.83	FIS-2	Term B International Facility	Schindler MP-300	\$	X	1	X	12	=	\$
A.84	FIS-3	Term B International Facility	Schindler MP-300	\$	X	1	X	12	=	\$
A.85	FIS-4	Term B International Facility	Cemco	\$	X	1	X	12	=	\$
A.86	FIS-5	Term B International Facility	Schindler MP-300	\$	X	1	X	12	=	\$
A.87	FIS-6	Term B International Facility	Schindler MP-300	\$	X	1	X	12	=	\$
A.88	FIS-7	Term B International Facility	Schindler MP-300	\$	X	1	X	12	=	\$
A.89	FIS-8	Term B International Facility	Schindler MP-300	\$	X	1	X	12	=	\$
A.90	Oversize baggage Material Lift	Term B Interline belt area	Typical Relay Logic Controller	\$	X	1	X	12	=	\$
A.91	Bldg. 1 Elev 1	PA Administration Bldg. 1	Elevator Systems Inc.	\$	X	1	X	12	=	\$
A.92	Bldg. 1 Elev.2	PA Administration Bldg. 1	Elevator Systems Inc.	\$	X	1	X	12	=	\$
A.93	Material Lift #1	Building # 46 Heating Plant	Simple relay controller	\$	X	1	X	12	=	\$
A.94	Material Lift # 2	Building # 46 Heating Plant	Simple relay controller	\$	X	1	X	12	=	\$
A.95	Bldg. 60-1	PA Building 60 Earhardt Dr.	Cemco Series 6000	\$	X	1	X	12	=	\$
A.96	Bldg. 60-2 Freight	PA Building 60 Earhardt Dr.	Cemco SABP	\$	X	1	X	12	=	\$
A.97	Bldg.79	Brewster Road	A&C Simplex	\$	X	1	X	12	=	\$
A.98	Bldg.80	Brewster Road	A&C Simplex	\$	X	1	X	12	=	\$
A.99	Bldg. 157- 1	Cargo Building	Otis	\$	X	1	X	12	=	\$
A.100	Bldg 157-2	Cargo Building	Otis	\$	X	1	X	12	=	\$
A.101	CG-1	C Parking Garage	MCE	\$	X	1	X	12	=	\$
A.102	CG-2	C Parking Garage	MCE	\$	X	1	X	12	=	\$

A.103	CG-3	C Parking Garage	MCE	\$	X	1	X	12	=	\$
A.104	CG-4	C Parking Garage	MCE	\$	X	1	X	12	=	\$
A.105	CG-5	C Parking Garage	MCE	\$	X	1	X	12	=	\$
A.106	CG-6	C Parking Garage	MCE	\$	X	1	X	12	=	\$
A.107	P4-G-1	P4 Parking Garage	MCE	\$	X	1	X	12	=	\$
A.108	P4-G-2	P4 Parking Garage	MCE	\$	X	1	X	12	=	\$
A.109	P4-G-3	P4 Parking Garage	MCE	\$	X	1	X	12	=	\$
A.110	P4-G-4	P4 Parking Garage	MCE	\$	X	1	X	12	=	\$
A.111	C-4	West Side Terminal C	Delta Scientific TT207S/FM	\$	X	2	X	12	=	\$
A.112	ECHO	West Side Terminal A	Delta Scientific TT207S/FM	\$	X	2	X	12	=	\$
A.113	FOXTROT	Wiley Post Road	Future Net Grab-400	\$	X	2	X	12	=	\$
A.114	GOLF	Bulk Fuel Storage Area	Delta Scientific TT207S/FM	\$	X	2	X	12	=	\$
A.115	HOTEL	North of Parking lot P7	Delta Scientific DSC501-1	\$	X	2	X	12	=	\$
A.116	INDIA	Adjacent to Building # 80	Delta Scientific DSC501-1	\$	X	2	X	12	=	\$
A.117	JULIET	Conrad Road Adjacent to Building #1	Delta Scientific TT207S/FM	\$	X	2	X	12	=	\$
A.118	East & West Gate & Gate 1	Bldg 1 & North Ave.	B&B ARMR MODEL 400 Sliding Security Gates	\$	X	3	X	12	=	\$
A.119	Security Drop Gate	Terminal B North Underground Entrance	Delta Scientific Drop Gate	\$	X	1	X	12	=	\$
A.120	Security Drop Gate	Terminal B South Truck Dock Entrance	Delta Scientific Drop Gate	\$	X	2	X	12	=	\$
A.121			Exhibit "A" (sum of A.1 through A.120) X 4 Years						=	\$

Exhibit B Pricing Sheet - Project Work

Provide a lump sum price for the items listed below (See the section of the Specifications entitled "Project Work"). Project Work may only be performed at the sole discretion of the Manager. The number of units of Project Work required may vary from the estimated quantities below. Lump sum prices include but are not limited to labor, materials, equipment, supplies, overhead, profit, and any other things necessary to complete the project work. No project shall be started without proper authorization. The price per unit of Project Work not started in the Base Term of the Contract will be adjusted in accordance with the provisions of the clause in Part III, entitled "Price Adjustments".

	Description of Work	Price Per Unit		Estimated Number of Units		Total Estimated Unit Price	
B1	Remove existing Door Operators and associated hardware / tracks / switches and replace with complete new door operator system elevators C Garage Elevators #'s CG-5 & CG-6	\$	X	2	=	\$	
B2	Furnish & Install new elevator travel cables to replace existing cables on 3 elevators located in the P4 parking garage	\$	X	3	=	\$	
B3	Remove existing elevator controllers and furnish and install the latest version of MCE elevator controller with remote monitoring capabilities, and perform all associated and necessary wiring and hardware for complete installation for (6) six elevators located in the FIS Building. Elevators #'s 1,2,3,4,7 & 8	\$	X	6	=	\$	
B4	Complete removal of existing elevator jack & piston for B7 elevator including removal of old jack off-site and proper disposal of same. Complete installation of new Double Bottom with HPDE protection jack to return the elevator to full service. This work will include all things necessary for a complete installation including drilling of hole for jack installation and replacement of protective sleeve.	\$	x	1	=	\$	
B5	Exhibit "B" (sum of items B1 through B4) =					\$	

Exhibit C Pricing Sheets
Labor Rates for Unforeseen or Unplanned Work & Rehabilitation Work for Elevators, Escalators, Moving Walks and Vehicle Arresting Equipment

	<u>Labor</u>	Estimated Hours 4 Years		Billable Hourly Rate		Total Estimated Price 4 Years			
C1	Mechanic Monday - Friday 0800-1600 hrs	400	X	\$	=	\$			
C2	Mechanic Monday - Friday 1600-2400 hrs	400	X	\$	=	\$			
C3	Mechanic Monday - Friday 2400 - 0800 hrs	400	X	\$	=	\$			
C4	Mechanic All other times including Saturday, Sundays and Holidays	400	X	\$	=	\$			
C5	Helper Monday - Friday 0800-1600 hrs	400	X	\$	=	\$			
C6	Helper Monday - Friday 1600-2400 hrs	400	X	\$	=	\$			
C7	Helper Monday - Friday 2400 - 0800 hrs	400	X	\$	=	\$			
C8	Helper All other times including Saturday, Sundays and Holidays	400	X	\$	=	\$			
C9	Exhibit "C" (sum of items C1 thru C8)				=	\$ _____			
Note: The "Billable Hourly Rate " includes but is not limited to labor wages and benefits, Contractor's overhead, travel time, cost of vehicle, tolls, gas and profit.									

Exhibit D Pricing Sheet

Compensation for Parts and Materials

Bidder Shall Insert a percentage to be added / subtracted (Bidder shall circle the + or -) to the net cost of parts and materials. The percentage shall be firm for the duration of the Contract and any or all Option and Extension Periods

Item	Estimated Four (4) Year Net Cost*	Contractors Percentage Mark- Up / Mark- Down			Total Estimated Four (4) Year Price for Parts and Materials
D1	\$240,000	X +/- _____ %	plus \$240,000	=	\$ _____
		Circle the + or - sign, above.			

"Net Cost" shall be the Contractor's actual cost after deducting all permitted cash and trade discounts, rebates, allowances, credits, sales taxes, commissions and refunds (whether or not any or all of the same shall have been taken by the Contractor) of all materials, supplies, tools, and labor purchased or leased by the Contractor solely for use in performing Contractor's obligations hereunder, provided such purchase or lease has received the prior written approval of the Manager. The documentation that the Contractor receives from it's supplier that accompanies the material will substantiate these charges.

EXHIBIT E Pricing Sheet

Future Equipment Maintenance & Repair

It is currently anticipated, but not guaranteed, that the following equipment will become part of this Contract during the first or second year. Such services shall be considered an integral part of this Contract as well as an integral part of the bid comparison. This equipment will become part of the Contract in it's entirety.

	Equipment Terminal B	Monthly Price Per Unit		Estimated Number of Units		Months/Yr.		Total Estimated Annual Price
E1	O&K RTKBN Escalators Station P1	\$	X	2	X	12	=	\$
E2	Elevator P1 Schumaker	\$	X	1	X	12	=	\$
E3	Grabnet Vehicle Arrest System	\$	X	2	X	12	=	\$
E4	Elevator, Norther Controller Located Term A Food Court TA-FC-ELE	\$	X	1	X	12	=	\$
E5	Exhibit "E" (sum of items E1 through E4) x 4 Years						=	\$ _____

EXHIBIT F Pricing Sheet

Price Summary

<u>Description</u>	Total Estimated Four (4) Year Price
F1 Total Estimated Four (4) Year Price for Maintenance & Repair of Elevators, Escalators, and Vehicle Arresting Equipment (Item A.121 from Exhibit "A")	\$ _____
F2 Total Estimated Price for Project Work (Item B5 from Exhibit "B")	\$ _____
F3 Total Estimated Four (4) Year Price for Labor Rates for Unforeseen or Unplanned Work & Rehabilitation Work for Elevators, Escalators, Moving Walks and Vehicle Arresting Equipment (Item C9 from Exhibit "C")	\$ _____
F4 Total Estimated Four (4) Year Price for Parts and Materials (Item D1 from Exhibit "D")	\$ _____
F5 Total Estimated Four (4) Year Price for Future Equipment Maintenance & Repair (Item E5 from Exhibit "E")	\$ _____
Total Estimated Contract Price for Four (4) Years (sum of Items F1 thru F5 above)	\$ _____

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PART V – SPECIFICATIONS

1. 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:

“Facility” means various buildings and locations at Newark Liberty International Airport (EWR).

“Manager” means the Port Authority representative who will administer this Contract and verify Contractor compliance.

“Journeyman Mechanic” means an individual who has through formal training and extensive hands on experience, achieved competence in the field of Elevator/Escalator/moving walk/Vehicle Arresting Equipment troubleshooting, repair and maintenance.

“Apprentice Helper” means an individual who has through formal training and extensive hands on experience achieved competence in assisting a Journeyman Mechanic in the field of Elevator/Escalator/ Moving Walks/Vehicle Arresting Equipment trouble shooting, repair and maintenance.

“Lead Mechanic” means a person who at the minimum has achieved the level of Journeyman Mechanic and is responsible to coordinate all of the contractors on site activities.

“Material Lift” means one of the Material Lifts at the Facility that are identified and listed in “Exhibit A” of the Part IV Pricing Sheets, and all associated materials, equipment and appurtenances of any nature whatsoever furnished and installed in connection with such Material Lifts.

“Project Manager” means a member of the Contractor’s branch office who shall be designated as the Manager’s and the Lead Mechanic’s off-site point of contact, should the need for additional assistance of any kind arise. This person, when contacted by the Manager, shall intervene to expedite work or resolve maintenance and repair issues.

“Peak Service Hours” means from 12 Noon until 11p.m., Monday through Friday. The Manager must authorize any maintenance action that takes place during these hours.

“Repair Maintenance” (RM) means work that may be performed at any time when a unit has been identified as 1) an inoperative unit; 2) a unit that poses the potential for or has sustained damage during operation, 3) a unit that poses the potential for or has inflicted damage to personal property, and 4) a unit that poses the potential for or has inflicted injury to persons.

"Elevators" means the Elevators at the Facility that are identified and listed in "Exhibit A" and "Exhibit E" of the Part IV Pricing Sheets, and all associated materials, equipment and appurtenances of any nature whatsoever furnished and installed in connection with such Elevators.

"Escalators" means the Escalators at the Facility that are identified and listed in "Exhibit A" and "Exhibit E" of the Part IV Pricing Sheets, and all associated materials, equipment and appurtenances of any nature whatsoever furnished and installed in connection with such Escalators.

"Moving Walks" means the Moving Walks at the Facility, and all associated materials, equipment and appurtenances of any nature whatsoever furnished and installed in connection with such Moving Walks.

"Vehicle Arresting Equipment" means vehicle-arresting system consisting of a hydraulic power unit and related controls, hydraulic hoses, bearing blocks, pistons and a steel barrier plate, arresting cables identified and listed in "Exhibit A" and "Exhibit E" of the Part IV Pricing Sheets.

"Inspector" means anyone who inspects, tests and certifies elevators and escalators, and who meets the qualification requirements of The American Society Mechanical Engineers Qualified Elevator Inspector (QEI) - 1.

"ASME A17.1" means the latest edition of The American Society of Mechanical Engineers Safety Code For Elevators, Escalators and Moving Walks.

"ASME A17.2" means the latest edition of The American Society of Mechanical Engineers Guide for Inspection of Elevators, Escalators and Moving Walks.

"ASME A17.3" means latest edition of The American Society of Mechanical Engineers Safety Code For Existing Elevators and Escalators

"BOCA Building Code" means the applicable Building Officials and Code Administrators National Building Code.

2. Work Required by the Specifications

These Specifications relate generally to the performance of maintenance and repair and to the achievement of performance standards of Elevators, Escalators, Moving Walks, Material Lifts and Vehicle Arresting Equipment services at various buildings and locations at Newark Liberty International Airport, as shown in Exhibit A of the Part IV Pricing Sheets and Attachment A, in the Cities of Newark and Elizabeth in the State of New Jersey.

The Contractor is fully responsible for all maintenance and repair of the Elevators,

Escalators, Moving Walks, Material Lifts and Vehicle Arresting Systems. Any equipment added to this agreement subsequent to the Contract commencement date shall be inspected by the Contractor to identify any and all rehabilitation work required to bring the unit into good working condition. If any Exhibit C rehabilitation work shown in the Part IV Pricing Sheets is required, it shall be accomplished under the provisions of this agreement, after which the Contractor shall become fully responsible for maintenance and repair of the rehabilitated equipment.

These Specifications require the doing of all things necessary or proper for or incidental to the matter referred to in the immediately preceding paragraphs. This agreement covers the following categories of work for all Elevators, Escalators, Moving Walks, Material Lifts and Vehicle Arresting Equipment.

a. **Maintenance**

Includes but is not limited to the following:

- Routine work / preventive maintenance
- Non-routine work including all repairs, call back service and emergency service.
- Annual clean downs of escalator interiors as defined herein.

NOTE: Annual Clean down work for Escalators shall be performed by a dedicated team, which shall be in addition to the resident teams consisting of one mechanic and one helper.

- Elevator cleandown of shaft way and rails, as more fully described herein. The onsite resident teams may perform this work.
- Glass Cleaning (Semi Annual) (once in the Spring and once in the Fall)
 - Elevator cab glass cleaning, interior and exterior.
 - Interior elevator shaft way glass cleaning.

NOTE: Glass cleaning is to be performed by a professional glass cleaning company subcontracted by the successful bidder. Elevator / Escalator Contractor shall provide code compliant glass cleaning procedure approved by the Manager. The work of glass cleaning shall be supervised by an elevator mechanic to ensure safety for glass cleaning professionals.

i. **Daily Records and Documentation**

The Contractor shall notify the Manager at the beginning and upon completion of each preventive maintenance, repair or retrofit activity. The Contractor shall provide the Manager with a completed preventive maintenance check chart via e-mail within 24 hours of completion of the preventive maintenance procedure that adequately addresses all ASME, state and local codes and indicates the date, start and finish times and total man-hours employed to complete the preventive maintenance task; wear measurements, and meter readings etc.; and any corrective actions, including, adjustments, repairs, lubrication, rust/corrosion resistance (painting) activities etc.

The Contractor shall provide and keep current the “Maintenance Control Program” (a suitable check chart and repair log for each Escalator, Elevator and Moving Walk) posted in the machine rooms or other area designated by the Authority. Check charts and repair logs shall be submitted to the Authority for approval prior to use. Entries shall be made to indicate the status of all scheduled maintenance and repair work performed, including date, the nature of the work, and parts or components utilized to perform such maintenance and repairs. The check charts and repair logs shall be kept on self-duplicating data sheets and shall not be removed from their designated areas by the Contractor except for the purposes of reproduction. In such cases, check charts and repair logs shall be returned to their designated areas immediately. The Contractor must properly initial the chart to indicate that the work has been accomplished. The duplicate must be clear and legible and remain in the designated area at all times. The duplicates become the property of the Authority.

The Contractor shall provide the Authority a monthly summary in the form of a spreadsheet of all repair activity on Elevators, Escalators, Moving Walks, Material Lifts and Vehicle Arresting Equipment, no later than the 15th day of the following month. The summary shall be arranged in a chronological columnar format and shall include the following information: Date of repair, unit identification number, brief explanation (description of work performed) and the date and time that the unit was restored to service. Form shall be submitted electronically.

The Contractor shall be responsible for obtaining all technical documentation necessary for maintenance and repair of each type of Elevator, Escalator, Moving Walk, Material Lift and Vehicle Arresting System. The Authority will provide any available documentation that can be released without restriction but it shall be the Contractor’s responsibility to make copies of such documentation. Lack of such documentation shall not be an acceptable reason for equipment downtime.

The Contractor shall maintain all equipment records for maintenance, repair, accidents, extra work, vandalism misuse and abuse associated with all equipment. These records shall be made available to the Port Authority upon request.

All the Contractor’s employees working on the project site shall physically sign in and out for each tour at the Newark Liberty International Airport Electrical Maintenance Office, located in Building #80 at Newark Liberty International Airport or an alternate location at Newark Liberty International Airport designated by the Manager. For security purposes, the Port Authority may elect to implement some form of an electronic sign in system, which may be an ID card swipe system, biometric identification system or other electronic means.

- ii. Each team shall be equipped with the following:
- A vehicle to transport tools and materials to the work site.
 - Appropriate tools to perform the required work.

A supply of parts to restore service interruptions resulting from common Elevator, Escalator, Moving Walk, Material Lifts and Vehicle Arresting Equipment failures, such as but not limited to landing and cab door malfunctions, cab leveling adjustments, hall and cab push button station problems and indicator outages, broken Escalator comb plates, failed or out of adjustment safety switches, hand rail drive adjustments, comb plate and impact device trips, replacement lamps to conform with the requirements of the Specifications entitled "Maintenance of Elevators" and "Maintenance of Escalators and Moving Walkways".

For Vehicle Arresting Equipment a supply of hydraulic oil, grease and rags shall be available.

- Contractor shall provide at no additional cost to the Port Authority a mobile telephone to be used by Contractor's resident on site teams to ensure that communications can be achieved 24 hours a day, seven days per week between the Manager, Lead Mechanic and Resident Teams.
- The Lead Mechanic shall be required to carry and respond to a hand held radio transceiver supplied by the Airport Electrical Maintenance Unit. Upon receiving a call, the Lead Mechanic shall promptly return the call via radio or telephone.

The Contractor shall correct any service interruption caused by any Elevator, Escalator, Moving Walk or Vehicle Arresting System equipment failure within twenty four continuous hours.

b. Testing

Maintenance shall include Tests and inspections including code required and random inspections.

c. Project Work Information

For information related to Project Work, see Exhibit "B" of the Part IV Pricing Sheets; also see the Section of the Specifications entitled "Project Work".

d. Visual Inspections

The Contractor's Lead Mechanics shall perform a monthly visual inspection of Elevators, Escalators and Vehicle Arresting Equipment. All equipment shall be visually inspected at least once during each month. Contractor shall coordinate with the Manager to establish an acceptable schedule to accommodate these inspections with no impact to maintenance activities or service call responses.

e. Maintenance Control Program

The Contractor shall have a code compliant "Maintenance Control Program" in place before starting work. This plan must be submitted to the Authority for review and approval before commencement of this Contract. This is to be a written Maintenance Control Program as required by section 8.6 of the ASME A17.1 Elevator Safety Code 2004 edition or as modified in later editions.

f. Code Compliance

The Contractor is fully responsible for (1) the maintenance as specified elsewhere herein of Elevators, Escalators, Moving Walks and Vehicle Arresting Equipment, including the replacement of all parts, except those parts listed in the clause entitled "Parts Exclusion" and for (2) all labor required to continually keep the Elevators, Escalators and Moving Walks in compliance with the applicable ASME A17.1 Elevator and Escalator Safety Code and the ASME A17.3 Safety Code for Existing Elevators and Escalators.

g. Inventory And Replacement Of Parts

The Contractor shall stock, keep and maintain a sufficient supply of spare parts and materials, tools and other equipment as may be necessary to make replacements and repairs immediately in a place that allows quick access in the New York-New Jersey Metropolitan Area,.

The inventory shall include, but not necessarily be limited to, the following:

- 1) Lamps for elevator cab lighting, car operating panel & escalator D-marc lights
- 2) Door operator motors and gear reduction units.
- 3) Transformers and rectifiers for each type and size used.
- 4) Relays and switches, minimum one on each type.
- 5) Controller and selector switch contacts and coils.
- 6) Selector tapes and selector motor (when used).
- 7) Door interlocks.
- 8) Car door electronic edge complete, each type.
- 9) Motor starters, contactors, overloads

On site minimum inventory at all times as follows:

- (a) 10 escalator steps per unit type

(b) 30 step rollers per unit type

(c) 10 of each type of comb segments

10) All necessary lubricants and cleaning materials.

11) Major components parts (electrical): motors, drive assemblies, transformers, contactors / motor starters and various switches.

12) Major components parts (mechanical): machine gears, frames, sheaves, transmissions and similar mechanical components. If Contractor does not have these items in stock, he must provide Manager with current information of sources for these items, which must be able to be obtained within two (2) working days.

13) Special electrical parts: Contractor acknowledges that elevator and escalator control systems contain solid-state printed circuit modules. Contractor agrees to maintain in inventory a sufficient amount of modules and component parts to replace and/or repair any of these units should failure occur.

14) Job materials inventory: Contractor shall maintain a supply of contacts, coils, brushes, lubricants, rollers, wiping cloths and minor parts in each elevator machine room, properly stored in an approved parts cabinet.

15) Spare parts inventory: Contractor shall maintain a supply of genuine original equipment manufacturers' replacement parts in Contractor's warehouse inventory. This inventory shall include, but not be limited to, generator rotating elements, door operator motors, brake magnets, brushes, controller switch contacts, selector tapes, door hangers and hoist way limit switches. Such replacement parts shall be kept in warehouse inventory or available from their manufacturing facilities. Regardless of the location of the stored parts, they shall be available on the jobsite within forty-eight (48) hours from the time of need.

h. Replacement Part Policy

Contractor shall not alter original equipment manufacturer (O.E.M.) equipment parts and design by using other manufacturers' parts or design, unless the O.E.M. has discontinued the item and the parts are no longer available and the change is approved by the Manager.

Parts manufactured by companies other than the O.E.M. but supplied by the O.E.M. as part of their overall product may be acceptable if said part is of the same design and character and has been approved by the Manager.

Relays, selector parts, coils, rollers, touch buttons, proximity edges, and various other parts that are duplicated by other nationally recognized manufacturers may, upon approval of the Manager, be used in lieu of the O.E.M. parts.

Contractor shall supply and maintain a diagnostic tool and to be able to obtain spare circuit boards within forty-eight (48) hours.

The Contractor shall supply the Authority with a spare parts inventory list on a semiannual basis.

j. Parts Exclusion

The Contractor will not be responsible for the following:

(a) Elevators:

- Refinishing or replacement of car enclosures, car door panels, hoist way enclosures, hoist way door panels frames and sills, car flooring and floor covering, replacement of main line power switches, circuit breakers and feeders to disconnect switch, hydraulic cylinders and underground hydraulic piping.

(b) Escalators:

- Balustrade repair and replacement, (excluding skirt panels).

(c) Vehicle Arresting Equipment

- Underground hydraulic hose, electrical service, electronic control boards, barrier pushbutton control panel, electric motors, and arresting cables.

k. Contractor Shall Provide

1) A fire resistant metal bucket for storage of rags at each machine room. There shall be no combustible materials stored in any machine room.

2) The Contractor shall provide and maintain fire extinguishers in each elevator machine room.

l. Callback Services

The Contractor's on-site staff shall handle all callbacks within one (1) hour.

Contractor shall provide additional labor at no additional cost to the Authority should the on-site staff be unable to perform any required repairs in a satisfactory period, all as determined by the Manager.

All repairs and adjustments to the Elevators, Escalators and Moving Walks shall be made immediately upon Manager's request upon discovery of a problem. The Contractor's staff responding-to emergencies on Elevators, Escalators, Moving Walks and Vehicle Arresting Equipment are required to remain and complete all necessary repairs before they attend to other repairs and adjustments.

If the scope of a repair is such that additional labor and/or materials are required, the Contractor must supply such labor and/or materials within the time designated by the Manager, but in no event later than four (4) hours following the Manager's concurrence that such labor and/or materials are required. Any delay in performing the repair will require the approval of the Manager or his designee.

m. Rehab Work

The Contractor shall perform all necessary work required to bring each unit into conformity with the applicable ASME A17.1 Elevator and Escalator Safety Code and the ASME A17.3 Safety Code for Existing Elevators and Escalators.

It is the responsibility of the Contractor to identify all required work. Failure of the Contractor to identify all required work does not relieve the Contractor from responsibility to bring all units into conformity with the aforementioned Elevator and Escalator Codes.

Within two (2) weeks after the commencement date of this agreement, the Contractor shall deliver to the Manager for review and approval a prioritized work schedule with projected completion dates for all rehabilitation work. Rehabilitation work for each unit shall be in accordance with the approved schedule.

n. Project Work

The Contract includes Project Work which the Port Authority may elect to perform to address changes made necessary by revisions to Code Conformance requirements or to enhance the performance and/or aesthetics of the elevator and escalator units covered by this contract. The Contractor shall not begin any Project Work until authorized by the Manager. None of this Project Work is guaranteed to be authorized by the Authority.

Contractor and Manager shall mutually agree to Project Work start and completion dates.

Project Work currently identified consists of the following:

1. Remove existing door operators and associated tracks, hardware and switches and replace with a complete new door operator system for 2 Elevators C Garage Elevator CG-5 & CG-6. Both Elevators have front and rear opening. Two (2) new complete door operators per car.
2. Replace Elevator traveler cables, including adding a junction box in the existing elevator shaft way for each of three (3) Elevators in P4 garage.
3. Remove existing elevator controllers, furnish, and install new latest version MCE elevator controllers with remote monitoring capability and all associated hardware and wiring for complete installation for six (6) Elevators located at FIS Building, Elevator #'s 1, 2, 3, 4, 7 & 8

4. Complete removal of Elevator jack & piston assembly for B7 Elevator, including removal off site, and proper disposal of same. Complete installation of new Double Bottom with HPDE protection jack & piston assembly to return the elevator to full service. This work will include all things necessary for a complete installation, including drilling of hole for jack installation and replacement of protective sleeve.

The Elevator will remain out of service to complete this project #n.4, for no longer than (4) weeks start to finish.

The Contractor shall perform all necessary work required for projects #n.1, n.2, n.3 and n.4 and compensation will be in accordance with the “Price Per Unit” included in “Exhibit B” of the Part IV Pricing Sheets.

At the Manager's discretion, additional projects may be identified during the term of the Contract. Compensation for the labor portion of these projects will be in accordance with the labor rates designated in “Exhibit C Labor Rates” of the Part IV Pricing Sheets. Compensation for all materials utilized shall be computed in accordance with the “Exhibit D Compensation for Parts and Materials” of the Part IV Pricing Sheets.

o. Inspection and Testing

i. General

The Contractor shall perform acceptance, periodic, and periodic with test inspections, category 5 tests and tests of the Escalators, Moving Walks, and Elevators in accordance with the requirements of the latest editions, including supplements, of both the Safety Code for Elevators, Escalators and Moving Walks, (ASME A17-1) and the applicable Inspectors Manuals for Elevators and Escalators, (ASME A17.2.1 - electric Elevators, A17.2.2 - hydraulic Elevators and A17-2.3 - Escalators and Moving Walks) and provisions of governmental regulations (for example, New Jersey Administrative Code) which would be applicable if the Authority were a private corporation. The Contractor shall perform the inspections and tests indicated below in this section.

All costs for all inspections and tests shall be included in the prices included in Exhibit A of the Part IV Pricing Sheets. The Contractor shall provide all equipment, materials, tools and apparatus for the Contractor to properly perform the inspections and tests. Except as noted the Manager shall inform the Contractor of the schedule of inspections and tests approximately one week in advance. This is so that the Authority can have an inspector witness the tests and inspections. The Contractor must properly document all the inspections and tests regardless of any other reports generated by any other party (for example, Inspectors, etc.). If for any reason the inspections and tests are delayed, extended or rescheduled, then the Contractor shall be responsible for completing the inspections and tests at no additional cost to the Authority.

In New Jersey, the Periodic Inspections and Periodic Inspections with Tests shall be performed once each, annually or at such other frequencies as the Manager may designate, based on changes in the New Jersey Administrative Code or other applicable code. It is anticipated that they will be conducted on an alternating basis at regular six-month intervals. This is the the two-code inspections and tests required in New Jersey.

The Authority shall have the right to perform its own inspections and tests of the equipment at any time or the Authority may request that the Contractor assist the Authority in its tests and inspections.

Any deficiency discovered as a result of the inspections and tests performed by the Contractor and/or the Authority shall be corrected immediately by the Contractor, after which the equipment shall be retested by the Contractor to verify that the deficiency has been corrected to the satisfaction of the Manager, or his authorized representative. Upon completion of these inspections and tests and the correction of deficiencies, the Contractor shall submit to the Manager a written statement of the results of the inspections and tests. All retesting herein shall be at no additional cost to the Authority.

- ii. After tests have been performed, all load weighing devices shall be checked and adjusted as required to meet manufacturer's recommendations. Elevators shall not be placed in service until all tests, checks and adjustments are complete and Elevators are in proper working condition. The Contractor shall not be held responsible for any damage to the building and equipment caused by these tests, unless such damage is a result of Contractor's negligence. Failure to follow correct procedures to prevent damage and failure to perform pretest examinations shall be considered negligence by the Contractor.
- iii. Contractor shall at no additional cost to the Authority coordinate the annual elevator state test of smoke detector and emergency generator systems, as applicable, with the Port Authority, smoke detector Contractor and emergency generator Contractor. In order to meet the requirements of the test, the Authority will be responsible for any costs associated with its own work forces, smoke detector and emergency generator contractors.
- iv. The Contractor shall provide manpower as required to assist in all the Authority's inspections, tests and equipment evaluations. The Authority will, at all times, have the right to perform inspections of Escalators and Elevators and the work of the Contractor; and the Contractor agrees to perform maintenance work and make repairs deemed necessary by the Authority. All of the above will be at no additional cost to the Authority.

- v. The Contractor shall respond to any elevator or escalator accident involving injuries that require medical attention and to any Elevator entrapment to which the police/fire department respond and/or inquire.
- vi. Contractor, at the Authority's direction, shall respond with available on site personnel to inspect and to evaluate the condition, etc., of equipment following any flood, weather problem, major incident, accident, fire, etc., and shall respond in writing accordingly.

p. Repair Resulting From The Misuse, Abuse, Accidents or Vandalism

The Contractor shall be entitled to compensation in addition to that specified in Exhibit "A" of the Part IV Pricing Sheets only for such portion of the cost of any test, repair and replacement as is necessitated directly by misuse, accident or abuse which are not the fault of the Contractor as affirmatively demonstrated by him to the sole satisfaction of the Manager. In determining the amount of such payment by the Authority to the Contractor, there shall not be included in the amount of such payment the already depreciated cost of parts required to be repaired or replaced and that which would, in any event, require repair or replacement (at the time or ultimately) as part of the Contractor's maintenance obligations without separate payment. Compensation for any repair or replacement under this paragraph shall be for material/parts cost only, and only for those costs exceeding \$1,000.00, and shall be payable in accordance with Exhibit D of the Part IV Pricing Sheets.

There will be no additional compensation for Labor resulting from repairs associated with vandalism, misuse or abuse.

The Contractor shall immediately perform all required repairs and replacements regardless of the cause thereof, except repairs or replacement work which the Contractor considers to be "Extra Work", which shall not be performed absent prior notice to and approval of the Manager.

Nevertheless, should the Manager order the performance of such work without designating it as Extra Work, the Contractor shall comply but shall within twenty four (24) hours give written notice to the Manager stating why he deems it to be Extra Work and shall moreover furnish to the Manager such reports, records and receipts as are required pursuant to the clause of the Contract entitled "Extra Work". The failure of the Contractor to inform the Manager prior to the performance of Extra Work that he deems to be Extra Work, or to serve such notice or to furnish such reports, records and receipts shall be deemed to be a conclusive and binding determination on his part that the work is not Extra Work, and shall be deemed to be a waiver by the Contractor of all claims for additional compensation or damages by reason thereof, such written notice, reports, records and receipts being a condition

precedent to such claims.

q. Wiring and Control Diagram Management

- a) The Authority shall endeavor to provide the Contractor with copies of the schematic electrical diagrams of the Elevators/Escalators covered under this agreement.
- b) If, in the course of the Contract, changes are made to the wiring and/or other control apparatus, the Contractor shall update the diagrams and provide the Authority with two (2) sets of the altered documents clearly showing all changes.
- c) If, in the course of the Contract, existing systems are rehabilitated or otherwise upgraded, the Contractor shall provide the Authority with two (2) sets of "as built" control schematics and field wiring diagrams.

All wiring diagrams, control schematics and similar documentation shall become and remain the property of the Authority.

3. Breakdown, Malfunction Or Damages

Immediately upon the Contractor's discovery of any damage or signs of disrepair to, mechanical breakdown or malfunction of, or cracks or breaks in any item to be repaired hereunder, the Contractor shall advise the Manager and shall place such "Out of Order" or warning signs as are appropriate. Such signs shall be furnished by the Contractor and shall remain in place until necessary repairs are completed, and shall comply with all applicable codes.

Maintenance under this Contract shall be provided at a constant, high quality level to properly protect all Elevator, Escalator, Moving Walk and Vehicle Arresting Equipment from deterioration and to provide constant peak performance of all Elevators, escalator, moving walk and Vehicle Arresting Equipment, resulting in a minimum of down time for any portion of the system.

If for any reason an elevator, escalator, moving walk or Vehicle Arresting Equipment should be taken out of service by the Contractor for more than 60 minutes, the Contractor shall notify the Manager when the elevator, escalator, moving walk or Vehicle Arresting Equipment was taken out of service, the reason why and what time the elevator, escalator, moving walk or Vehicle Arresting Equipment is expected to be put back in service for proper and safe operation.

Equipment identified from visual inspection that is in need of repair must be repaired within 30 days of noted deficiency.

When an elevator, escalator or moving walk covered by this Contract is shut down, a

sign shall be placed at each opening on all floors stating: "This Elevator/Escalator or moving walk is being serviced." A record shall be maintained by the Contractor of routine maintenance items in need of correction, which come to his attention, and he shall provide this list to the Authority for necessary corrective action during the Contractor's routine visit.

For planned shut downs of more than one day, the Contractor shall post a sign in the vicinity of the elevator or escalator at least two days in advance to advise patrons or intended shut down and duration. The Manager shall approve the format of the sign.

Clean and Protect

Contractor is responsible for any cleaning costs, repair costs or replacement costs associated with damage of flooring, walls, ceilings or glass as a result of Contractor's actions. The Port Authority shall be reimbursed by the Contractor for any cleaning costs (such as carpet cleaning) incurred due to the Contractor's failure to properly protect and clean any work area.

4. Prevailing Wages

The Contractor shall provide (and shall cause all sub-contractors to pay or provide) to its Elevator/Escalator Mechanic and Apprentice Helper (who are employed by it to work on an hourly or daily basis at any trade or occupation at or about the Facility) at least the prevailing rate of wage and supplements for others engaged in the same trade or occupation in the locality in which the Services are being performed at the time the Work is being performed and notwithstanding that such rate may be higher than the rate in effect on the date of the opening of the Bids/ receipt of Proposals.

For the purposes of this Contract, for work being performed in the State of New Jersey, Contractors and Subcontractors are directed to utilize the State of New Jersey, Department of Labor and Workforce Development prevailing wage levels established pursuant to the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.) for workers engaged in public works projects in the Counties of Bergen, Essex, Hudson and Union. The applicable prevailing wage rates shall be those which are in effect for the locality and for the period of time in which the work is to be performed. Current prevailing wage rates may be downloaded at:
http://lwd.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html

The provisions of this clause are inserted in this Contract for the benefit of such Elevator/Escalator Mechanic and Apprentice Helper as well as for the benefit of the Port Authority; and if the Contractor or any subcontractor shall pay or provide any workmen, laborer, carpenter or mechanic less than the rates of wages and supplements above described, such workmen, laborers, carpenters and mechanics shall have a direct right of action against the Contractor or such subcontractor for the difference between the wages and supplements actually paid or provided and those to which they are entitled under this clause. If any such Elevator/Escalator Mechanic or

Apprentice Helper is employed by any subcontractor whose subcontract does not contain a provision substantially similar to the provisions of this clause (requiring the payment or provision of a least the above minimum, and providing for a cause of action in the event of the subcontractor's failure to pay or provide such wages and supplements) such Elevator/Escalator Mechanic and Apprentice Helper shall have a direct right of action against the Contractor. The Port Authority shall not be a necessary party to any action brought by any Elevator/Escalator Mechanic or Apprentice Helper to obtain a money judgment against the Contractor or any subcontractor pursuant to this clause.

Nothing herein contained shall be construed to prevent the Contractor or any subcontractor from paying higher rates or providing higher supplements than the minimum hereinbefore described; and nothing herein contained shall be construed to constitute a representation or guarantee by the Port Authority that the Contractor or any subcontractor can obtain Elevator/Escalator Mechanics or Apprentice Helpers for the minimum hereinbefore described.

The Contractor or Subcontractor's failure to comply with any provision of this numbered clause may be deemed as a substantial breach of this Contract.

5. SPACE PROVIDED TO THE CONTRACTOR

The Port Authority will furnish the Contractor without charge non-exclusive space for an office, locker room, work area, lavatory and washroom for the employees of the Contractor at Newark Liberty International Airport. The Port Authority will provide space for the storage of the Contractor's tools, equipment, materials and supplies. Said facilities and/or space will be designated by the Manager and may be changed at any time or from time to time at his discretion. The Contractor shall at all times maintain and clean these facilities and all fixtures, equipment and other appurtenance located therein, and shall maintain them in an orderly and neat appearance as approved by the Manager.

The Port Authority may provide magnetic proximity cards or other means of electronic individual identification such as biometric scanning for access to these rooms, by the Contractor's personnel.

Contractor Will Supply and Maintain On Site:

- A computer for sending and receiving electronic mail and operating the "Computerized Maintenance Management System".
- A facsimile machine
- A computer printer
- A company phone

Examination Of Space Provided

The Contractor acknowledges that it has examined the Space carefully and hereby

accepts the same in its present condition. The Contractor shall repair all damage to the space and all damage to fixtures, improvements and personal property of the Port Authority which may now or may hereafter be located thereon, which may be caused by the operations of the Contractor under this Agreement or by any acts or omissions of the Contractor, its officers, agents, employees or representatives, whether the damage occurs during the course of their employment by the Contractor or otherwise.

6. CONTRACTOR'S STAFF REQUIREMENT

a. Security Requirements

Employees of companies contracted by the Port Authority to perform services at Newark Liberty International Airport must have security identification badges. Therefore, at the time of Contract award, the Contractor must submit a corporate package (company I.D. request form) to the Security I.D. Office at Newark Liberty International Airport. The Contractor must designate one or more persons to become Company Issuing Officers. This individual shall be responsible for processing all Security I.D. applications and must attend an Issuing Officer training session conducted by the Port Authority Security I.D. office prior to being certified as an Issuing Officer. A detailed description of the Issuing Officer's responsibilities may be obtained upon request, from the Port Authority Security I.D. office at Newark Liberty International Airport

Issuing officers must attend one (1), four (4) hour Issuing Officer training session held at Newark Liberty International Airport and subsequent refresher training once annually. The Issuing Officer shall assist contractor personnel in obtaining Authority Airport Identification.

There will be no additional compensation for time spent by Contractor's personnel to attend this training class or obtaining Airport Security ID.

All contractor employees permanently assigned to work at Newark Liberty International Airport during the term of this Contract must obtain Authority Airport ID with a US Customs and Border Protection hologram. Each person applying for an ID must attend one (1), four (4)-hour SIDA training class discussing ID responsibilities.

There will be no additional compensation for times spent by Contractor's personnel to attend this training class.

i. Individual Requirements

I.D. applicants must successfully undergo a Criminal History Records Check (CHRC) in order to obtain an I.D. card. Applicants who do not pass the CHRC will not be eligible to work at Newark Liberty International Airport on this contract. The fingerprinting fee is presently \$30.00 per person. Contractor must pay the non-reimbursable then-current fee.

Applicants must:

- Complete the Port Authority Security I.D. Application form (PA 3253) and Complete US Customs and Border Protection hologram application and present it to an authorized issuing officer for signature.
- All vehicle operators must possess a valid driver's license
- Complete and pass the SIDA (Security Identification Display Area) Class
- Clear (CHRC) fingerprint background check.**
- Provide two forms of identification including a valid Social Security Card and a Government issued picture I.D. card.

**The CHRC takes an average of two (2) weeks for approval. The Authority therefore urges applicants to submit their applications as soon as possible.

The Manager of this Contract, shall submit a completed Security I.D. Application form (PA 3253).

It will be the Contractor's responsibility to capture, collect and return all expired or invalid I.D. cards to the Port Authority Security I.D. office at Newark Liberty International Airport. Failure to do so will preclude the Contractor from performing any further work on this Contract or on any other Port Authority Contract.

The Port Authority may impose, increase and/or upgrade security requirements of the Contractor and its staff during the term of the Contract to address changing security conditions and/or new governmental regulations. Contractor shall accommodate all such impositions, increases and/or upgrades at no additional cost to the Authority.

Arrange for dedicated personnel assigned to this Contract to also obtain at no additional cost to the Authority a U.S. Customs Hologram for access to high security buildings. Staff must meet the established criteria required by the U.S. Bureau of Customs and Border protection.

<https://www.cbp.gov/document/forms/form-3078-application-identification-card>

ii. Bonding

The Contractor must obtain at his own expense an Airport Customs Surety Bond.

<https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570.htm>

7. Personnel Requirements

The Contractor (and any subcontractor) shall furnish competent and adequately trained personnel to perform the work required hereunder. Maintenance shall be performed by Journeyman Mechanics, competently supervised, who shall be qualified to keep the Elevators, Moving Walks and Escalators and Vehicle Arresting Equipment adjusted and repaired and in proper operating condition. If, in the opinion of the Manager, any employee so assigned is performing his functions unsatisfactorily, the Contractor shall replace him within twenty-four (24) hours following the Contractor's receipt of the Manager's request for such replacement.

A Journeyman Mechanic shall perform all work on Elevators, Escalators, Moving Walks and Vehicle Arresting Equipment, and must have a minimum of five (5) years' experience as a Journeyman Mechanic. Apprentice Helpers shall have a minimum of one (1) year's experience. The Journeyman Mechanics and supervisory personnel shall be specially trained and shall have thorough experience in the maintenance of these particular types of Elevators and Escalators. The Contractor shall, if requested by the Manager or his Authorized Representative, furnish proof of this training and experience to the satisfaction of the Authority.

The Contractor, his mechanics and other personnel shall adhere to the Authority's safety standards and rules and shall comply with all directives issued in the interest of public safety when so notified by the Manager or his Authorized Representative. The Contractor's personnel shall immediately comply with all directives issued by the Authority's Police officers. Failure to comply with authorized directives shall cause the Authority to request the removal of Contractor's personnel who have failed to comply with the directive.

All Contractor's employees performing work required 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.

No employee will be permitted to work under this Contract without approval of the Authority. The Contractor shall obtain for its employees identification badges approved by the Authority.

Identification badges shall be worn in a conspicuous and clearly visible position by all employees of the Contractor whenever they are engaged in maintenance work under this Contract.

Safety Training

The Contractor's employees are required to attend the following Safety Training:

- Air Train (monorail) safety certification training (currently 4 hours every 3 years) training is provided at Newark Liberty International Airport by the AirTrain operator, which is currently Bombardier. The training will be provided to the Contractor at no cost. There shall be no additional cost to the Port Authority for labor of Contractor employees to attend this training. This Training will be held at a designated location at Newark Liberty International Airport (currently Building #60).
- Amtrak safety training (currently 2 hours annually). The Contractor shall set up its own account with AMTRAK to have AMTRAK provide safety training for Contractor staff working under this Contract. Currently this training is via computer and is performed locally at the shop / office space provided to the Contractor with Contractor's own computer. There shall be no additional cost to the Port Authority for labor of contractor employees to attend this training.
<https://amtrakcontractor.com/>.

8. Personnel Uniforms, Badges & Safety Equipment

The Contractor shall provide for its personnel, within ten (10) days after contract award, all necessary distinctive uniforms and identification badges or woven identification insignia of a type, style and color which shall be subject to the prior and continuing approval of the Manager. The Contractor's employees shall wear these uniforms and identification badges or insignia at all times when performing the operations hereunder.

Contractor shall supply all proper personal protective equipment (PPE) for its employees, including but not limited to uniforms that are (FR) rated pants and shirts

Employees without proper identification shall not be permitted to work. The Contractor's personnel must wear the uniforms at all times while working at the Facility. The Contractor shall ensure that its employees are wearing proper shoes for the task being performed.

The Manager shall have the right to require removal of any contractor employee who fails to wear the proper uniform and shoes and the exercise of this right shall not limit the obligations of the Contractor to perform the work.

Transportation

The Contractor shall provide two (2) work vehicles, which shall remain on site for the transportation of personnel, materials and equipment to the various job sites at the Facility. The vehicles shall be one (1) full size cargo van and one (1) full size crew cab pickup truck with a tool storage box window screen protector for the rear cab window and a power operated lift gate for moving heavy equipment.

Each of these vehicles shall be no more than three (3) model years old and shall be kept in clean, presentable condition free of dents.

All Contractor's vehicles operated at the Facility in connection with this Contract shall be clearly labeled on both sides of the vehicle with the Contractor's name and address in contrasting lettering having a minimum dimension of 2" high with 1/2" thick lines. The Authority will designate parking for the two (2) Company marked vehicles permanently assigned to the site.

The Authority will designate parking for Contractor employee's personal vehicles for Contractor's staff assigned to work at Newark Liberty International Airport under this Contract. This personal vehicle parking will be provided only for times while on duty.

The Contractor shall comply with Port Authority current and future rules, regulations, and procedures regarding motor vehicle operation

9. Staffing Requirements

Project Manager

Available during normal working hours Monday through Friday 0700 to 1500, and all other hours only on an emergency basis, as determined by the Manager. This position is not intended to be located on site but shall be available by phone or in person as requested by the Manager.

At a minimum, the Contractor shall assign on a full time basis the following staff, which will be on site at Newark Liberty International Airport at the designated times listed below. These individuals shall work exclusively under this Contract on Port Authority equipment covered herein at these designated times.

Lead Mechanic

One (1) Lead Mechanic - To work the hours of 0700 - 1500 Monday through Friday (excluding Holidays).

Function Of Lead Mechanic

To provide daily supervision for the work force to safely and properly perform scheduled maintenance routines and repairs of all Elevators, Escalators, Moving Walks and Vehicle Arresting Equipment covered by this Contract.

Obtain and maintain sufficient supply of materials and spare parts for proper and safe operation of all Elevators, Escalators, Moving Walks and Vehicle Arresting Equipment covered by this Contract.

Coordinate with the Manager or designee all scheduled maintenance routines and repairs which involve removing an elevator, escalator, moving walk or Vehicle Arresting Equipment from service.

Report immediately discovery of any damage, signs of disrepair to, mechanical breakdown of or malfunction of, Elevators, Escalators, Moving Walks or Vehicle Arresting Equipment covered under this Contract to the Manager or designee.

Create repair work orders on an as-needed basis.

Perform daily visual equipment inspections. The Lead Mechanic must have demonstrated experience in managing a maintenance, repair and rehabilitation operation of similar size and responsibility to that of this Contract.

Resident Teams (Resident teams consists of 1 mechanic & 1 helper)

A total of four (4) Resident Teams to work the following hours:

One (1) Resident Team to work 2400 to 0800 Seven (7) days per week

One (1) Resident Team to work 0800 to 1600 Seven (7) days per week

One (1) Resident Team to work 1600 to 2400 Seven (7) days per week

One (1) Resident Team, to work 0700 to 1500 Five (5) days per week Monday through Friday, excluding Holidays. This Resident Team is designated as a “Repair Team”.

Function of Resident Teams

Perform specified routine maintenance as directed by the Lead Mechanic on all elevator, Escalators, Moving Walks and Vehicle Arresting Equipment.

The team shall respond to service calls and emergencies involving all Elevators, Escalators, Moving Walks and Vehicle Arresting Equipment covered under this Contract.

Function of Resident Team designated as Repair Team

This team is designated as a “Repair Team” and its primary function shall be to perform breakdown repairs and routine repairs to equipment on an as needed basis. This team may

be utilized to assist in maintenance as needed and shall be the dedicated team for working with Elevator / Escalator safety Inspectors.

This team must be experienced in major repair work of Elevators, Escalators and Moving Walks. This is work that is beyond normal routine maintenance. For example, this work includes but is not limited to replacing elevator hoist cables, elevator doors, machine bearings, electric motors, hydraulic pumps, hydraulic control valves, escalator drives, escalator tracks and escalator step chains.

Clerical Worker

One (1) clerical worker to work the hours of 0800-1600 three (3) days per week at Contractor's Port Authority designated field office / shop at Newark Liberty International Airport

Function of the Clerical Worker

Print out and distribute daily work schedules / work orders as directed by the lead mechanic

Print out and distribute repair work orders as directed by Lead Mechanic

File and scan all associated paperwork / completed work orders

Order materials as directed by the lead mechanic

Maintain airport ID records and follow up for timely renewal of staff airport ID requirements

Work with the Lead Mechanic to maintain and file all Elevator / Escalator Safety Inspections and to ensure that they are followed up and completed with no deficiencies.

Generate repair work orders as directed by the Lead Mechanic

This individual shall be familiar with the trade of elevator, escalator repair and maintenance work.

10. EXECUTION OF WORK

a. Right to Observe and Inspect

The Port Authority by its officers, employees and representatives shall have the right at all times to enter upon the Facilities, work areas and/or spaces provided the Contractor for the purpose of inspecting the same, for observing the performance of the Contractor of its obligations under this Contract, and for performing of any act or thing which the Port Authority may be obligated or have the right to do under this Contract or otherwise.

Without limiting the generality of the foregoing, the Port Authority shall have the right, for its own benefit or for the benefit of others at the Facility, to maintain existing and future

utility systems or portions thereof on the Facilities and/or space and to enter upon the Facilities and/or space at all reasonable times to make such repairs, replacements, additions or alterations as may, in the opinion of the Port Authority, be deemed necessary or advisable. It is understood that the foregoing shall not impose or be construed to impose upon the Port Authority any obligation to inspect, construct or maintain or to make repairs, replacements, alterations or additions, nor shall it create any liability for any failure so to do.

Computerized Maintenance Management System (CMMS)

The Contractor shall have a Computerized Maintenance Management System (CMMS), as approved by the Manager, to create, manage, track and store information on all work, work orders, tests, callbacks, incidents, repairs, failure analysis reports and fault tracking work and all other work pertaining to the equipment prior to the commencement of the Contract.

This CMMS shall include web-based access for the Port Authority Manager to view, print and save information on all work, work orders, tests, callbacks, incidents, repairs, failure analysis reports and fault tracking work and all other work pertaining to the equipment.

The system will also track onsite inventory and parts usage on this Contract.

This CMMS will include a Contractor's "Maintenance Control Program" and central dispatch service with all calls monitored and routed through Contractor's dispatch service, which shall be available twenty four (24) hours per day, seven (7) days per week.

CMMS system must have the following components:

- Work order maintenance system meeting the minimum ASME code requirements and manufacturer's recommended maintenance for each unit.
- Ability to schedule maintenance planning and to provide this information to the Authority on a daily basis.
- Ability to create routine maintenance, non routine maintenance and repair work orders
- Ability to track maintenance and repair history and costs of such maintenance and repairs for each unit.
- Ability to track Contractor response time
- Ability to track all Contractor dispatching center calls.

This information is to be made available through a web-based format to the Authority.

b. Service And Daily Log Books

The Contractor shall maintain Authority provided service log books, which he shall

keep in each elevator machine room and at designated locations for the Escalators and moving walk and vehicle arresting systems. The Contractor shall make the following entries upon each visit to the service equipment.

1. Record date / time arrived at location.
2. Note purpose of visit, i.e., routine P.M. or call back, etc.
3. Record specific work performed.
4. Operating condition of equipment at time of departure.
5. Time of departure.
6. Signature of service person.

The Contractor shall also maintain two (2) Authority provided service log books kept in their onsite office.

One book is for routine calls and maintenance.

One book is for repair work & safety Inspections.

c. All Service Calls

All calls for service or repair shall be dispatched through Contractor's dispatching service 24 hours per day, 7 days per week. Contractor shall provide toll free phone number for Authority use when reporting equipment trouble.

d. Scheduling Of Work

The Contractor will be responsible for daily scheduling all work, routine, non-routine maintenance and repair. Contractor shall use the computerized web based "Computerized Maintenance Management System" along with the Contractor's "Maintenance Control Program" to produce daily work orders and a daily schedule.

e. Daily Schedule

Contractor shall submit a daily labor schedule indicating the work to be performed and the responsibilities of the Contractor's job site personnel for that day. The schedule shall be submitted in a format acceptable to the Manager and must be provided to the Authority 24 hours before the work schedule goes into effect.

11. SPECIFIC WORK REQUIRED

a. Maintenance Of Escalators And Moving Walkways

In performing maintenance, the Contractor shall use all reasonable care to keep the Escalators and Moving Walkways in proper, safe, and efficient operating condition, twenty four (24) hours a day, seven days a week, including legal holidays. The Contractor shall furnish all labor, materials, supplies, parts, equipment, temporary barricades and warning signs, and shall take such other safety precautions as may be required and do all things necessary or proper for or incidental to such maintenance. Maintenance shall be deemed to include such removal and replacement of equipment and materials as may be necessary or desirable to afford access to other equipment for maintenance. All maintenance shall be, at a minimum, in accordance with the manufacturer's recommendations and ASME A17.1 and in accordance with the provisions of law, as well as all governmental rules, regulations and orders which would be applicable if Port Authority were a private corporation. This includes but is not limited to the New Jersey Administrative Code. Whenever services are rendered under this Contract, it shall be the Contractor's responsibility to contact the Manager or his authorized representative to report the kind of service rendered.

1. The Contractor shall maintain each escalator in proper adjustment for smooth, quiet operation. The Contractor shall regularly and systematically examine, clean, supply lubricants and lubricate all parts as recommended by the manufacturer and shall make any necessary adjustments to each Escalator and Moving Walkway at least semi monthly. Contractor shall furnish the manufacturer's approved lubricants and cleaning materials or the equivalent approved by the Manager. The use of excessive amounts of lubricant is to be avoided.
2. The preventive maintenance specified herein below is considered the minimum for each escalator and moving walkway and its individual components. If specific equipment covered by this Contract requires additional preventative maintenance for safe, reliable operation, as specified by the Manufacturer or by ASME A17.1, the Contractor shall perform the required additional preventative maintenance without added cost to Port Authority.
3. At a minimum, the Contractor shall perform maintenance service for each Escalator and Moving Walkway at the frequencies indicated hereunder. Compensation for such maintenance routines shall be included in the Contractor's monthly prices for maintenance. Any revisions of an agreed upon maintenance time schedule must have the prior written approval of the Manager. The Manager shall have the right to revise an established maintenance time schedule by giving the Contractor one-week notice and at no additional cost to the Authority.

4. Any part or parts of the Escalators and moving walkways which for any reason become unsuitable for use shall be repaired or replaced by the Contractor with new components of the same manufacturer and of current design. Such repair or replacement are included in the Contractor's monthly price for maintenance, unless the Contractor demonstrates the applicability of the clause entitled "Repairs Resulting from Negligence, Misuse, Accidents, Vandalism or Damage caused by Foreign Objects" of the Specifications. Such parts shall include, but shall not be limited to: Machines, gears, bearings, worms, sheaves, sprockets, brakes, chains, belts, steps, pallets, switches, conductors, wiring, cables, electrical and mechanical components.
5. All wiring, conductors, cables and conduits for power, lighting and control, on the load side of the disconnect switch, shall be maintained in proper working order by the Contractor.
6. Refinishing and replacement of balustrades panels, if ordered by the Manager, shall constitute Extra Work. Skirts and their finish shall not be considered Extra Work.
7. Cleandowns: All Escalators and Moving Walkways covered under this Contract must be cleaned down at the frequencies designated herein in "Attachment A". The Contractor shall completely clean each Escalator and Moving Walkway as described below.

Cleandowns shall take a maximum of three (3) calendar days to complete.

The Contractor shall remove the pallets, at least half of the steps, and all panels or covers necessary to completely access the interior of the units. The entire interior of each unit shall be cleaned with a suitable solvent in accordance with manufacturer's recommendations. This includes but is not limited to drip pans, structures, moving components, steps, pallets, belts, handrail systems, chains, pits, trusses, roller tracks, and interiors of balustrade, skirt and newel panels. All removed parts shall be temporarily stored, and the unit barricaded as approved by the Manager. The Contractor shall thoroughly inspect the Escalator's interior, check all safety switches for proper operation and adjust as necessary, inspect roller tracks for alignment; realign as required. In addition, the Contractor shall replace all worn components, such as wheels, axles, bearings chains and sprockets, as needed. The unit shall be reassembled by the Contractor after the cleaning is complete.

8. The Contractor at no additional cost to the Port Authority shall maintain any component of the existing Escalators maintained under this Contract that is repaired, replaced or refinished by the Contractor or by others.
9. The Escalators and moving walkways shall be properly barricaded at both ends to prevent access during all work. The Contractor shall provide all needed barricades and post "OUT OF SERVICE" signs, with required start/end dates, at each end.

No safety or electrical protective devices shall be rendered inoperative, except where necessary, during testing, inspection or maintenance. Such devices shall be restored to their normal operating condition immediately afterwards.

b. Schedule Of Maintenance Of Escalators And Moving Walkways

All schedule requirements for Escalators shall apply equally to Moving Walkways at the sole discretion and direction of the Manager:

The Contractor shall perform, at a minimum, the following scheduled maintenance checks and services (PM's) to each of the Escalators and all their individual components, and at the indicated frequencies:

In addition, Contractor shall follow the maintenance schedules as per each escalator and manufacturer's specified maintenance.

1. Monthly (PM's) (12 times per year per unit at approximately four week intervals)
 - a. Open pits shall be barricaded to prevent public access.
 - b. During maintenance procedures, the unit shall not be run without qualified personnel having immediate access to the mainline switch. The mainline switch shall be mechanically locked out in the off position while working inside the equipment.
 - c. Clean and inspect controllers, relays, fuses, switches, timers, switches and contacts. Repair as required.
 - d. There shall be a visual contrast between the combs and steps or pallets. Adjacent floor surfaces shall be continuous at the top of the landing plates, with no abrupt changes of more than ¼ inch in elevation.
 - e. Worn or damaged equipment creating a safety hazard shall be replaced.
 - f. All safety and operating devices shall perform both mechanically and electrically at least in accordance with the manufacturer's criteria and the applicable ASME A17.1, New Jersey Administrative Code requirements. Check operation of controller.

- g. On cleated risers there shall be engagement between the riser cleats and the slots on the adjacent step tread and between adjacent pallets.
- h. The clearance on either side of the escalator steps between the step and the adjacent skirt shall be not more than three sixteenths of an inch (3/16"). Worn skirts shall be refinished or replaced at the Managers discretion.
- i. Handrails:
 - (1) The use of hinges for splicing is prohibited.
 - (2) Do not apply paraffin wax directly to handrail. Wax the edges of the handrail guide when lubrication is needed. Also inspect handrail guide and remove all burrs and rough spots. Clean out any dust, and lint present in the system.
 - (3) Adjust the handrail tension and observe if there is handrail wear and tear. Repair or replace as necessary.
 - (4) Replace any worn or missing handrail entry guards.
 - (5) Check handrail drive belts, chains and rollers for wear, proper tension and abnormal noise and replace as necessary.
- j. Brake functions shall be checked. Repair as required. The brake shall be adjusted to meet all ASME A17.1 requirements and Manufacturer's Specifications.
- k. Any comb section that doesn't meet the ASME A17.1 or the A17.2 codes, or at the discretion of the manager, shall be replaced at no additional cost to the Port Authority.
- l. Any step tread that does not meet the A17.1 or the A17.2 code shall be replaced at the Manager or his designee's sole discretion and at no additional cost to the Port Authority.
- m. Combplate teeth shall mesh with and set into the slots in the step tread or treadway surfaces so that the points of the teeth are always below the upper surfaces of the treads. Remove any debris.
- n. Pits at the ends of each unit and spaces under the balustrades shall be swept or vacuumed clean of all debris by the Contractor at least once a month.
- o. The Contractor shall treat the exposed surface of the skirt panels adjacent to the steps with a friction reducing spray material such as "ACCEL" as manufactured by Certified Laboratories, Kendall Park, NJ or an equal approved by the Superintendent. This treatment is not required for skirt panels made of low friction materials, as specified in the ASME A17.1 Code. The Contractor shall use a spray funnel and take other precautions to ensure that no overspray gets onto either steps or comb plates, and shall wipe off any such overspray in order to prevent a slipping hazard.

- p. Verify that all panels, covers and trim are in place, secured and free from excessive gaps, pinch points, sharp edges or tripping hazards.
- q. Start key switches shall be self-centering and the key must not be removable in the run position. Stop switches and audible alarms shall be operational.
- r. Lubrication of all parts requiring lubrication shall be made in accordance with Manufacturer's recommendations and using approved lubricants.
- s. All lighting associated with the Escalators shall be relamped as necessary during each maintenance service visit by the Contractor, including, but not limited to, pit and equipment room lights, tread demarcation lights, comb illuminators, skirt lights, handrail lights and newel lights.
- t. Check drive motors for any irregularities and for proper lubrication and repair and lubricate as necessary.
- u. Check tension and operation of broken step chain (carriage) devices and/or main belt tension. Repair as required.
- v. Check all bearings, chains, belts, rollers, cables, pulleys and other moving components to ensure they are in proper operating condition and properly adjusted. Repair as required.
- w. Check all ceiling intersection guards, deck barricades and anti slide devices. Replace/repair as necessary.
- x. Maintain the entrance and exit safety zones in accordance with the ASME A17.1 Code, including floor plates finishes and textures.

d. ANNUAL PM (once per year)

- 1) Examine all safety devices and conduct periodic inspections and test as required. All tests shall be performed in accordance with the provisions of the American National Standard Safety Code for Elevator, Escalators and Moving Walks, current edition.
- 2) Full clean down of each escalator and moving walk by removal of at least half of the steps. Contractor shall provide a labor report including mechanic's name, unit #, date, time and description of work performed during the cleandown.

c. Maintenance Of Elevators

The work described under the following paragraphs shall be performed by the Contractor's staff assigned to the Contract on a full-time basis, as further described in the clauses of the Specifications entitled "Staffing Requirements".

The monthly maintenance prices for Elevators, stated in A of the Part IV Price Sheets, shall include compensation for all staff assigned to perform maintenance of Elevators. Such maintenance shall consist of the services outlined below as a minimum.

1. In performing maintenance, the Contractor shall use all reasonable care to keep the Elevators in proper, safe, and efficient operating condition, twenty four (24) hours per day, (7) seven days per week, including legal holidays. The Contractor shall furnish all labor, materials, supplies, parts, equipment, temporary barricades and warning signs, and shall do all things necessary or proper for or incidental to such maintenance. All maintenance hereunder shall be deemed to include such removal and replacement of equipment and materials as may be necessary or desirable to afford access to the equipment for maintenance. All maintenance shall be at the minimum in accordance with the manufacturer's recommendations, ASME A17.1 and in accordance with the provisions of law, as well as all governmental rules, regulations and orders, which would be applicable if the Port Authority were a private corporation. This includes, but is not limited to the New York City Building Code and/or the New Jersey Administrative Code as applicable. Whenever services are rendered under this Contract, it shall be the Contractor's responsibility to contact the Manager or his authorized representative to report the kind of service rendered.
2. The Contractor shall maintain each elevator in proper adjustment for smooth, quiet operation. The Contractor shall regularly and systematically examine, clean, supply lubricants for and lubricate all parts of machinery and equipment requiring lubrication as recommended by the manufacturer and shall make any necessary adjustments to each elevator at least semi-monthly. Manufacturer's approved lubricant and cleaning materials or the Contractor shall furnish the equivalent approved by the Manager. The use of excessive amounts of lubricant is to be avoided.
3. The preventive maintenance specified herein is considered the minimum for each elevator and its associated components. If specific equipment covered by this Contract requires additional preventive maintenance for safe, reliable operation, as specified by the manufacturer or by ASME A17.1, the Contractor shall perform the required additional preventive maintenance without added cost to the Port Authority.
4. At a minimum, the Contractor shall perform maintenance service for each elevator at the frequencies indicated hereunder, subject to a time schedule submitted to and approved by the Manager. The "Schedule of Elevator Maintenance Checks and Services", hereafter, indicates the maintenance routines required to be performed semi-monthly, monthly, quarterly, semi annually and annually. Compensation for such maintenance routines shall be included in the Contractor's monthly prices for maintenance. Any revisions to an agreed upon maintenance time schedule must have the prior written approval of the Manager. The Manager shall have the right to revise an established maintenance time schedule by giving the Contractor one-week notice and at no additional cost to the Port Authority.
5. Any part or parts of the Elevators, which for any reason become unsuitable for use, shall be repaired or replaced with new components of the same manufacturer and of current design by the Contractor. Such repair or replacements shall be included in the Contractor's monthly prices for maintenance, unless the Contractor demonstrates the applicability or shows that the clause entitled "Repairs Resulting

from Negligence, Misuse, Accidents, Abuse or Vandalism” of the Specifications is applicable.

Such parts shall include, but shall not be limited to the following:

- a. Machine worm gear, thrust bearings, drives sheave, drive sheave shaft bearings, brake pulley, brake coils, contact, linings and component parts.
 - b. Motor and motor generator, motor windings, rotating element, commutator, brushes, brush holders and bearings.
 - c. Controller, selector and dispatching equipment, all relays, solid state components, resistors, condensers, wiring, conductors, cables, conduit, transformers, contacts, leads, dashpots, timing devices, computer devices, steel selector tape, and mechanical and electrical driving equipment.
 - d. Governor, governor sheave and shaft assembly, bearing, contacts and governor jaws. Car and counterweight safety mechanisms.
 - e. Deflector or secondary sheaves, bearings, car and counterweight buffers, car and counterweight guide rails, limit switches, governor tension sheave assembly, compensating sheave assembly, car and counterweight guide shoes, including rollers or gibes, terminal stopping and speed limiting devices.
 - f. Hoistway door interlocks and hangers, bottom door guides and auxiliary door closing devices, door hardware such as checks, latches, hinges and knobs.
 - g. Automatic power operated door operator, car door hangers, car door contacts, door protective devices, load weighing equipment, carframe, door hardware such as door checks, latches, hinges and knobs, door restrictors, door reopening devices.
6. All conductors, cables, and conduit for power, lighting and control, on the load side of the disconnect switch, shall be maintained in proper working order by the Contractor. The following types of services or items of equipment, if ordered, shall constitute Extra Work: refinishing or replacement of car enclosures, car door panels, hoistway enclosures, hoistway door panels, frames and sills, car flooring and floor covering, replacement of main line power switches, breakers and feeders to the disconnect switch.
 7. The maintenance shall not include underground hydraulic cylinders and underground hydraulic piping, but shall include, but not be limited to, plungers, plunger guides, glands and hydraulic oil, above ground hydraulic piping and cylinders, pistons, rams, fittings, valves, and tanks.
 8. Any components of the existing Elevators, maintained under this Contract that are repaired, replaced or refinished by the Contractor or by others shall be maintained

by the Contractor at no additional cost to the Port Authority. This includes, but is not limited to the components listed in item g above.

9. The hoistway doors at each landing shall be properly barricaded to prevent access during all work. The Contractor is to provide all needed barricades and post "OUT OF SERVICE" signs at each landing.
10. No Safety or electrical protective devices shall be rendered inoperative except where necessary during testing, inspection and maintenance, and in this case such devices shall be restored to their proper operating condition immediately afterwards.
11. Contractor shall perform complete maintenance of Authority Elevators so that they shall be in first class operating condition at all times. The ASME A17.1 and A17.2, as revised and amended, shall govern except where a more stringent code, a code having legal jurisdiction, or these Contract provisions include more rigid requirements. Work not particularly specified in the Contract, but involved in carrying out the intent of complete and proper execution of the work may be required, and shall be performed by the Contractor at no additional cost to the Authority. The apparent silence of the Contract as to any detail, or the apparent omission from the Contract as to any work to be done shall not be dispositive. Only the best general practice shall prevail and only the best materials and workmanship is to be used. Interpretation of the Contract shall be made upon this basis.
12. Contractor agrees that when an elevator is shut down or fails to operate, Contractor will return the equipment to service with as little delay as possible. When an elevator is shut down or fails to operate, the Contractor shall place a sign in full view at each landing, and at all station entrances indicating that the escalator is "Temporarily Out of Order". The sign shall also include the approximate time and/or date at which the elevator is expected to be back in service.
13. The Authority shall, at all times, have the right to make inspections of Elevators and the work of the Contractor, and the Contractor agrees to perform maintenance work and make repairs deemed necessary by the Authority at no additional cost. The Contractor also agrees to provide the necessary labor to perform these inspections at no extra cost to the Authority.
14. The Elevators shall be kept in first class operating condition, maintaining the same speeds, safety and efficiency as specified in the original escalator maintenance manual. Proper safety devices and safety requirements, in accordance with all applicable codes (including ASME A17.2.3) shall be adhered to. Additionally, the comb impact devices shall be calibrated annually in both the vertical and horizontal directions with an approved dynamometer.
15. All records of types of inspections repairs shall be kept current and shall remain the responsibility of the Contractor

d. Schedule Of Maintenance Of Elevators

The Contractor shall perform, at a minimum, the following scheduled Maintenance checks and services routines on each of the Elevators and on all their individual components, and at the indicated frequencies:

1. **Semi Monthly PM's** (24 times a year at approximately two week intervals)
 - a. Perform general inspection for proper operation of all machinery, including but not limited to the traction motor, tanks, heaters, generator, brushes, controllers, gearbox, pulleys, pumps, piping, brakes, governor, drive valves, selectors, and floor controllers. Lubricate as required.
 - b. Empty drip pans, discard oil, check reservoir oil level. Replenish oil as needed. The level of oil shall be properly maintained above the minimum required. Pressure tank shall be kept at least 2/3 full. Any unexplained oil leak shall immediately be reported to the Superintendent.
 - c. Inspect, repair and lubricate machinery, contacts, linkage and gearing.
 - d. Clean and inspect controllers, selectors, relays, fuses, switches, timers and contacts. Repair as required.
 - e. Ride car and observe operation of doors, leveling, reopening devices, and smoothness. Adjust/Repair as needed.
 - f. If rails are lubricated, check condition and lubrication. Service lubricators. Lubricate as needed.
 - g. Check operation of all hoistway and car door interlocks. Repair as required.
 - h. Inspect all lighting associated with the Elevators, including, but not limited to pit lights, equipment room lights, shaftway lights, position indicators floor indication lights, car and hall station push button lights, interior and exterior direction lights, arrow lights, signal lantern lights, underfloor lights, cab, entrance and roof lights. Replace/relamp as needed. The Contractor shall relamp all inoperative lights and shall check all alarms and maintain in proper working order.
 - i. Remove litter, dust, oil, and other extraneous materials from all machine room equipment, door saddles and other areas of the Elevators not accessible from the elevator lobby.
 - j. Clean trash from pit and empty drip pans, discard oil. Examine plunger seals and correct excess leakage.
 - k. Check for proper leveling.
 - l. Worn or damaged equipment creating safety hazard shall be replaced.

- m. Maintain all safety and electrical protective devices so that they perform both electrically and mechanically at least in accordance with the manufacturer's criteria and the applicable ASME A17.1 New York City Building Code and/or New Administrative Code.
- n. Monthly PM's (12 times a year at monthly intervals)
 - a. Observe operation of elevator throughout its full range and at all floors it serves to test controls, safety devices, leveling, releveling and other devices. If creeping is excessive, determine cause and correct it.
 - b. Check door operation. Clean, lubricate and adjust brake checks, linkages, gears, wiring, motor, check keys, set screws, contacts, chains and cams.
 - c. Inspect interior of cab. Test telephone or communication system, normal and emergency lights, fan, emergency call system or alarm, miscellaneous hardware, control panel and emergency lights. Repair as necessary.
 - d. Inspect hoistway and pit. Clean and lubricate equipment as required. Service guide rail lubricators.
 - e. Test mechanism. Observe operation of motor, generator, pump, oil lines, tank, controls, plunger, packing, brakes, governor, traction machinery sheaves.
 - f. Test manual and emergency control. Repair as needed.
 - g. Check oil level in car and counterweight oil buffers and add oil as required.
 - h. Perform inspection of oil vessel and components and complete "Monthly Oil Storage Vessel Inspection Form". (Attachment D)
 - i. Check packing glands of valves and cylinder and tighten to prevent loss of fluid, if necessary.
 - j. Visually inspect controller, selector, contacts and relays. Check adjustment and repair as required.
 - k. Check hoistway doors. Clean, lubricate, and adjust tracks, hangers, eccentrics, linkage, gibes["gibes"?] and interlocks. Clean and vacuum door sills and remove debris that may restrict door operation
 - l. Clean, adjust and lubricate car door or gate tracks, pivots, gibes["gibs"?], hangers, car grille and stile channels. Clean and vacuum door sills and remove debris that may restrict door operation
 - m. Perform a Phase I recall and a minimum one floor Phase II operation of Firefighter's Service to ensure that the system is maintained in proper operating order. A written record of the findings of the operation shall be made and provided to the Manager

2. **Quarterly PM's** (Four times a year at three month intervals)
 - a. Check leveling operation. Clean and adjust leveling switches, hoist way vanes, magnets and inductors. Repair and/or adjust for proper leveling.
 - b. Inspect car safety mechanism, clean and keep free of rust and dirt. Lubricate as necessary.
 - c. Checks buffers for free movement and clean as required.
3. **Semi-Annual PM's** (Two times a year at six month intervals)
 - a. Check controllers and selectors. Clean with blower, check alignment of switches, relays, timers, contacts, hinge pins, and other controller components, adjust and lubricate. Check all resistance tubes and grids. Check oil in overload relays settings and operation of overloads. Clean and inspect fuses and holders and all controller connections.
 - b. In hoist way, examine guide rails, cams and fastenings, hoist and governor wire ropes and counterweight. Inspect and test limit and terminal switches. Check and adjust car shoes, gibes or roller guides. Adjust or replace as needed. Lubricate hoist wire ropes in accordance with ASME A17.1 Section 1206. Governor wire ropes shall not be lubricated.
 - c. Clean all overhead beams, sill's bottom of platform, car tops and hoistway walls.
 - d. Check car and counterweight run by and clearances. Adjust to meet all ASME A17.1 Code requirements.
 - e. Clean and wash all interior glass elevator cabs and hoist ways (shafts).
4. **Annual PM's** (Once a year at twelve (12) month intervals)
 - a. Thoroughly clean car and counterweight guide rails using a nonflammable or high flash point solvent to remove lint, dust and excess lubricant in accordance with ASME A17.1 Section 1206.
 - b. Take sample of hydraulic fluid and have tested by certified laboratory for viscosity, color, contamination, foaming and other properties specified by the equipment manufacturer. Drain and replace fluid if it fails to meet manufacturer's specified properties.
 - c. Thoroughly clean the mechanism, pit, top and bottom of car, hoistway, machine room, and all other elevator components and areas.

- d. Once during the base term of the contract the flexible hoses and fittings shall be replaced in accordance with ASME A17.1 Rule 1206.
- e. Pressure tanks and piston rods shall be cleaned once during the base term of the contract and again in three (3) years during the option period if exercised. in accordance with ASME A17.1 Rule 1206.

5. Maintenance of Vehicle Arresting Systems

The Port Authority will arrange for training of Contractor's staff assigned to Newark Liberty International Airport in repair and maintenance of vehicle arresting systems by an authorized Delta Scientific representative at no cost to the Contractor. Training will take place at Newark Liberty International Airport on a date mutually agreeable between Contractor and the Manager. There will be no additional compensation to the Contractor for Contractor staff attendance at this training session

The scope of work consists of routine maintenance, repairs and response to trouble calls for twelve (12) vehicle arrest systems. Calls shall be answered 24 hours a day 7 days a week by facility staff assigned to Newark Liberty International Airport. Staff will respond to diagnose problem and make repairs as needed to return barrier to service

Contractor shall perform maintenance as outlined in the manufacturer's recommended maintenance for this equipment. Attached herein are maintenance guidelines.

- One of the resident teams shall perform routine maintenance & repairs.
- Routine maintenance shall be performed on a monthly, quarterly and yearly schedule. These routines are described in section 6 & 7 below.

The Contractor shall supply additional staff at no additional cost to the Authority to perform major repairs if this work cannot be handled by the resident teams in an acceptable time frame, as determined by the Manager.

- **Major repairs are defined as:**
 1. Replacement of hydraulic hoses and fittings
 2. Replacement of barrier pistons
 3. Replacement of hydraulic pump and pump motor

The monthly maintenance prices for vehicle arresting systems, as stated in Exhibit A of the Part IV Pricing Sheets, include compensation for maintenance and repair as set forth in this section. Such maintenance shall consist of the services outlined below and as specified by the manufacturer as a minimum.

A. In performing maintenance, the Contractor shall use all reasonable care to keep the vehicle arresting systems in proper, safe, quiet and efficient operating condition, twenty- four (24) hours a day, seven days a week, including legal holidays. The Contractor shall furnish all labor, oil, grease, hydraulic fluid and rags, barricades and warning signs, and shall take such other safety precautions as may be required and shall do all things necessary or proper for or incidental to such maintenance. The Port Authority will supply all parts for vehicle arresting systems maintenance and repair. If the Port Authority elects to have the Contractor supply the parts, compensation for the parts will be in accordance with the provisions of Exhibit D of the Part IV Pricing Sheets “Compensation for Parts and Materials”

Maintenance shall be deemed to include such removal and replacement of equipment and materials as may be necessary or desirable to afford access to other equipment for maintenance. All maintenance shall be, as a minimum, in accordance with the manufacturer's recommendations.

SAFETY NOTE:

DO NOT WORK ON OR AROUND VEHICLE ARRESTING EQUIPMENT WITHOUT FIRST LOCKING OUT THE BARRIER PLATE BY INSERTING SAFETY PINS OR LEGS AS REQUIRED AND REMOVING SYSTEM HYDRAULIC PRESSURE AND ELECTRICAL POWER.

USE CAUTION WHEN WORKING AROUND SYSTEMS UNDER PRESSURE. REMOVE PRESSURE FROM SYSTEM IF POSSIBLE WHILE PERFORMING MAINTENANCE ON THE HYDRAULIC POWER SYSTEM.

6. Schedule of Maintenance Vehicle Arresting Equipment
Monthly: (12 times per year)

- ❑ Block traffic during Maintenance to prevent accidents.
- ❑ Shut system off and drop system pressure to zero.
- ❑ Check the accumulator pressure while the system is at zero pressure using the charging kit. If the charging kit is not available, observe the value that the pressure gauge jumps to when power is again turned on. Recharge accumulators as needed. Log value and pressure setting on Log Sheet.
- ❑ Replace oil filter at first monthly maintenance. For systems that are cycled less than 100 cycles per day, replace every third month thereafter. If system is cycled above this rate, or the location is in a dusty environment, replace filter monthly.

- ❑ Add clean filtered oil to 1 inch from top of the site glass. Important! Only add oil to the system when there is no oil pressure on the system. Large oil leak could occur if added when system is at pressure!
- ❑ Remove Vehicle Arresting Equipment access plates and check for debris build up in the area of the mounting frame. Completely vacuum and remove any debris build up in the pit area and around pivot points and bearing blocks. Check for indications of oil leaks around the cylinder and header fittings. Tighten fittings and clean debris as necessary. Check bearing block bolts for tightness and tighten same as needed.
- ❑ Check the operation of the Vehicle Arresting Equipment heaters, if so equipped. They should get warm approximately one minute after energizing.
- ❑ Check all cylinder pins and bushings; apply a light even coating of grease to clevis pins.
- ❑ Clean dust and debris from around HPU tank and hydraulic lines. Wipe up any spilled oil.
- ❑ Turn power on and bring system back to operation.
- ❑ Confirm that the Vehicle Arresting Equipment operates smoothly during the raise and lower cycle. Adjust speeds as desired. (Do not operate too fast!)
- ❑ Check all control functions for complete operation of all features.
- ❑ Check sequence of operation
- ❑ Clean Vehicle Arresting Systems pits.

Quarterly Maintenance (4 times per year)

This work is to be performed in conjunction with the Monthly Maintenance on a quarterly basis.

Block traffic during Maintenance to prevent accidents

- ❑ Shut system off and drop system pressure to zero.

- ❑ Clean Vehicle Arresting Equipment pits.

- ❑ Using the charging kit, check the accumulator pressure while the system is at zero pressure. If the charging kit is not available, observe the value that the pressure gauge jumps to when power is again turned on. Charge accumulators as needed. Log value and pressure setting on Log Sheet.

- ❑ Add clean filtered oil to one inch from top of the sight glass. Important! Only add oil to the system when there is no oil pressure on the system. Large oil leak could occur if added when system is at pressure!

- ❑ Replace oil filter.

- ❑ Remove Barrier access plates and check for debris build up in the area of the mounting frame. Check for indications of oil leaks around the cylinder and header fittings. Tighten fittings and clean debris as necessary.

- ❑ Tighten or replace any loose top plate bolts. Drill and tap to next size if threads are stripped.

- ❑ Check the operation of the Vehicle Arresting Equipment heaters if so equipped. They should get warm approximately one minute after energizing. May be checked only when cold enough to energize the thermostats.

- ❑ Clean dust and debris from around HPU tank and hydraulic lines. Wipe up any spilled oil.

- ❑ Turn power on and bring system back to operation.

- ❑ Check system operating pressure ranges and add value to log sheet.

- ❑ Confirm that the Vehicle Arresting Equipment operates smoothly during the raise and lower cycle. Adjust speeds as desired. (Do not operate too fast!)

- ❑ Check all control functions for complete operation of all features.

7. **Yearly Maintenance** (one time per year)

Block traffic during maintenance to prevent accidents.

- ❑ Drain the oil from the reservoir and flush with mineral spirits or clean oil. After wiping down the tank sides and bottom to ensure that no contamination remains, replace with clean filtered oil.
- ❑ Remove Vehicle Arresting Systems top plates; check that the hydraulic cylinders are not leaking internally (see Hydraulic Trouble Shooting section for details). Replace cylinder seals or cylinder as necessary.
- ❑ Check cylinder clevis pins for wear, replace as necessary.
- ❑ Examine the foundation frame for debris buildup; check drain lines and sump wells for drainage, clean debris.
- ❑ Tighten or replace any loose top plate bolts. Drill and tap to next size or use inserts if threads are stripped.
- ❑ Check hydraulic interconnects lines for kinks, contact wear or bulging. Replace or protect hoses as required.
- ❑ Thoroughly clean the HPU, removing dust and spilled oil. Remove any rust build up on components. Touch up paint where necessary.
- ❑ Check the accumulator pressure while the system is at zero pressure using Delta Charging Kit 2469-31 or equal. If tool is not available, observe the value that the pressure gage jumps to when power is again turned and log value and pressure setting on log sheet.
- ❑ Test motor starter overloads by pressing the test button. Replace if necessary or press reset. Auto/Manual switch should be in the Manual position.
- ❑ Check the pressure relief valve by depressing the starter armature and allowing unit to run to the relief pressure valve of 2200 psig (152 bar). Adjust as necessary.

12. ATTACHMENTS

ATTACHMENT A – CLEANDOWN FREQUENCIES

ATTACHMENT B – EQUIPMENT DESCRIPTION

ATTACHMENT C – FUTURE EQUIPMENT

ATTACHMENT D - MONTHLY OIL STORAGE VESSEL INSPECTION FORM

**Attachment A
Escalator Cleandown Frequencies**

Designation	Location	Make & Model	Every 12 Months	Every 18 Months
A-1	Terminal A Airtrain Station	O&K RTK-BN		X
A-2	Terminal A Airtrain Station	O&K RTK-BN		X
B-3	Terminal B Airtrain Station	O&K RTK-BN		X
B-4	Terminal B Airtrain Station	O&K RTK-BN		X
C-5	Terminal C Airtrain Station	O&K RTK-BN		X
C-6	Terminal C Airtrain Station	O&K RTK-BN		X
P3-7	Airtrain Station P3	O&K RTK-BN		X
P3-8	Airtrain Station P3	O&K RTK-BN		X
P2-9	Airtrain Station P2	O&K RTK-BN		X
P2-10	Airtrain Station P2	O&K RTK-BN		X
P4-13	Airtrain Station P4	O&K RTK-BN		X
P4-14	Airtrain Station P4	O&K RTK-BN		X
R-1	RailLink Station	KONE RTV-HD	X	
R-2	RailLink Station	KONE RTV-HD	X	
R-3	RailLink Station	KONE RTV-HD	X	
R-4	RailLink Station	KONE RTV-HD	X	
R-5	RailLink Station	KONE RTV-HD	X	
R-6	RailLink Station	KONE RTV-HD	X	
FIS-1	Terminal B International Facility	Schindler SWE-30-100K		X
FIS-2	Terminal B International Facility	Schindler SWE-30-100K		X
FIS-3	Terminal B International Facility	Schindler SWE-30-100K		X

Designation	Location	Make & Model	Every 12 Months	Every 18 Months
FIS-4	Terminal B International Facility	Schindler SWE-30-100K		X
FIS-5	Terminal B International Facility	Schindler SWE-30-100K		X
FIS-6	Terminal B International Facility	Schindler SWE-30-100K		X
FIS-7	Terminal B International Facility	Schindler SWE-30-100K		X
FIS-8	Terminal B International Facility	Schindler SWE-30-100K		X
FIS-9	Terminal B International Facility	Schindler SWE-30-100K		X
FIS-10	Terminal B International Facility	Schindler SWE-30-100K		X
CPB-1	C Parking Garage Pedestrian Bridge	Fuji Tec VS 1200		X
CPB-2	C Parking Garage Pedestrian Bridge	Fuji Tec VS 1200		X
CPB-3	C Parking Garage Pedestrian Bridge	Fuji Tec VS 1200		X
CPB-4	C Parking Garage Pedestrian Bridge	Fuji Tec VS 1200		X
CPB-5	C Parking Garage Pedestrian Bridge	Fuji Tec VS 1200		X
CPB-6	C Parking Garage Pedestrian Bridge	Fuji Tec VS 1200		X
CPB-7	C Parking Garage Pedestrian Bridge	Fuji Tec VS 1200		X
CPB-8	C Parking Garage Pedestrian Bridge	Fuji Tec VS 1200		X
CG-9	C Parking Garage	Fuji Tec VS 1200	X	
CG-10	C Parking Garage	Fuji Tec VS 1200	X	
CG-11	C Parking Garage	Fuji Tec VS 1200	X	
CG-12	C Parking Garage	Fuji Tec VS 1200	X	
TB-1	Terminal B	Thyssen Victoria		X
TB-2	Terminal B	Thyssen Victoria		X
TB-3	Terminal B	Thyssen Victoria		X
TB-4	Terminal B	Thyssen Victoria		X

TB-5	Terminal B	Thyssen Victoria		X
TB-6	Terminal B	Schindler SWE		X
TB-7	Terminal B	Schindler SWE		X
TB-8	Terminal B	Schindler SWE		X
TB-9	Terminal B	Schindler SWE		X
TB-10	Terminal B	KONE E Series HR		X
TB-11	Terminal B	KONE E Series HR		X
TB-12	Terminal B	Schindler SWE		X
TB-13	Terminal B	Schindler SWE		X
TB-14	Terminal B	Schindler SWE		X
TB-15	Terminal B	Otis Type 48R8000		X
TB-21	Terminal B	Otis Type 48R8000		X
TB-22	Terminal B	Thyssen Tugula		X

Attachment B

**Description of Port Authority Maintained Elevators, Escalators, and Vehicle Arresting Equipment
Newark Liberty International Airport**

Equipment Designation	Newark Airport Location	Make & Model	Rise	Speed	Step Opening
A-1	Terminal A Airtrain Station	O&K RTK-BN	23' 4"	90 FPM	40
A-2	Terminal A Airtrain Station	O&K RTK-BN	23' 4"	90 FPM	40
B-3	Terminal B Airtrain Station	O&K RTK-BN	23' 4"	90 FPM	40
B-4	Terminal B Airtrain Station	O&K RTK-BN	23' 4"	90 FPM	40
C-5	Terminal C Airtrain Station	O&K RTK-BN	23' 4"	90 FPM	40
C-6	Terminal C Airtrain Station	O&K RTK-BN	23' 4"	90 FPM	40
P3-7	Airtrain Station P3	O&K RTK-BN	23' 4"	90 FPM	40
P3-8	Airtrain Station P3	O&K RTK-BN	23' 4"	90 FPM	40
P2-9	Airtrain Station P2	O&K RTK-BN	23' 4"	90 FPM	40
P2-10	Airtrain Station P2	O&K RTK-BN	23' 4"	90 FPM	40
P4-13	Airtrain Station P4	O&K RTK-BN	23' 4"	90 FPM	40
P4-14	Airtrain Station P4	O&K RTK-BN	23' 4"	90 FPM	40
R-1	RailLink Station	KONE RTV-HD	28.64	90 FPM	40
R-2	RailLink Station	KONE RTV-HD	28.64	90 FPM	40
R-3	RailLink Station	KONE RTV-HD	29.07	90 FPM	40
R-4	RailLink Station	KONE RTV-HD	29.07	90 FPM	40
R-5	RailLink Station	KONE RTV-HD	14.40	90 FPM	40
R-6	RailLink Station	KONE RTV-HD	14.40	90 FPM	40
FIS-1	Terminal B International Facility	Schindler SWE-30-100K	23' 1"	90 FPM	40
FIS-2	Terminal B International Facility	Schindler SWE-30-100K	23' 1"	90 FPM	40
FIS-3	Terminal B International Facility	Schindler SWE-30-100K	23' 1"	90 FPM	40
FIS-4	Terminal B International Facility	Schindler SWE-30-100K	23' 1"	90 FPM	40
FIS-5	Terminal B International Facility	Schindler SWE-30-100K	23' 1"	90 FPM	40
FIS-6	Terminal B International Facility	Schindler SWE-30-100K	23' 1"	90 FPM	40
FIS-7	Terminal B International Facility	Schindler SWE-30-100K	23' 1"	90 FPM	40
FIS-8	Terminal B International Facility	Schindler SWE-30-100K	23' 1"	90 FPM	40
FIS-9	Terminal B International Facility	Schindler SWE-30-100K	23' 1"	90 FPM	40
FIS-10	Terminal B International Facility	Schindler SWE-30-100K	23' 1"	90 FPM	40
CPB-1	C Parking Garage Pedestrian Bridge	Fuji Tec VS 1200	26' 5 1/2"	90 FPM	40

Elevator's Designation	Newark Airport Location	Description	Power Unit/Type	Capacity	Speed	
A	Terminal A Airtrain Station	Claddah controller two landing front & rear single speed center opening doors hydraulic elevator with two above ground pistons	Leistriz / Hydraulic	3,000 lbs	100 fpm	
B	Terminal B Airtrain Station	Claddah controller two landing front & rear single speed center opening doors hydraulic elevator with two above ground pistons	Leistriz / Hydraulic	3,000 lbs	100 fpm	
C	Terminal C Airtrain Station	Claddah controller two landing front & rear single speed center opening doors hydraulic elevator with two above ground pistons	Leistriz / Hydraulic	3,000 lbs	100 fpm	
P2	Airtrain Station P2	Schumacher controller type SS-3 two landing front & rear single speed center opening doors hydraulic elevator	Schumacher/Magnetek	3,000 lbs	125 fpm	
P3	Airtrain Station P3	Claddah controller type SS-3 two landing front & rear single speed center opening doors hydraulic elevator	Schumacher/Magnetek	3,000 lbs	125 fpm	
P4-1	P4 Airtrain Station	MCE HMC-1000-PHC Series controller two landing front opening two speed center opening doors hydraulic elevator	Global / Hydraulic	6,000 lbs	150 fpm	

P4-2	P4 Airtrain Station	MCE HMC-1000- PHC Series controller two landing front opening two speed center opening doors hydraulic elevator	Global / Hydraulic	6,000 lbs	150 fpm	
R-1	RailLink Station	MCE controller two landing front center opening single speed doors hydraulic elevator	Electro-Hydraulic Type V belt model 60J	4,500 lbs	75 fpm	
R-2	RailLink Station	MCE controller two landing front center opening single speed doors hydraulic elevator	Electro-Hydraulic Type V belt model 60J	4,500 lbs	75 fpm	
R-3	RailLink Station	MCE controller Three landing two front 1 rear center opening single speed doors hydraulic elevator	Electro-Hydraulic Type V belt model 60J	4,000 lbs	75 fpm	
TB-B-1	Terminal B	MCE Controller HMC-1000 Series PHC 4 landing 3 front and 1 rear opening two speed center opening doors hydraulic elevator Glass cab	Canton Elevator 60 HP Motor	9,000 lbs	150 fpm	
TB-B-2	Terminal B	MCE Controller HMC-1000 Series PHC 4 landing 3 front and 1 rear opening two speed center opening doors hydraulic elevator Glass cab	Canton Elevator 60 HP Motor	9,000 lbs	150 fpm	
TB-B3	Terminal B	MCE controller four landing 3 front openings and 1 rear opening two speed center opening doors hydraulic elevator Glass Cab	Global / Hydraulic	9,000 lbs	150 fpm	
TB-B4	Terminal B	MCE controller four landing 3 front openings and 1 rear opening two speed center opening (cont.)	Global / Hydraulic	9,000 lbs	150 fpm	

		doors hydraulic elevator Glass Cab				
TB-B5	Terminal B	MCE controller four landing 3 front openings and 1 rear opening two speed center opening doors hydraulic elevator Glass Cab	Global / Hydraulic	9,000 lbs	150 fpm	
TB-B7	Terminal B	MCE HMC 1000 controller four landing front and side opening doors hydraulic elevator	CEMCO	5,000 lbs	150 fpm	
TB-FC-B8	Terminal B Food Court	Northern controller type TC-181 two landing front and rear opening two speed slide opening doors	ITI hydraulic model # UH-125-128-40-460	2,100 lbs	125 fpm	
TB-B-9	Term B B-2 Connector	MCE Controller two landing two front opening	Cemco Lift Power Unit V belt 40 HP Motor Dual Roped Hydraulic Passenger	3,500 lbs	100 fpm	
TB-B-10	Term B B-2 Connector	MCE Controller two landing front opening	Leistriz Power Unit LTPA 440/30DY 40 HP Motor Dual Roped Hydraulic Passenger	3,500 lbs	100 fpm	
B-2 Dumbwaiter	Terminal B1 - Connector	D. A. MATOT	Cable Driven	3,000 lbs	17 fpm	
SE-1	Terminal B B2 Core	MCE Controller HMC 1000- PHC	Canton Power Unit Belt Drive 60 HP Motor	5,000 lbs	125 fpm	
SE-2	Terminal B B2 Core	MCE Controller HMC 1000- PHC	Canton Power Unit Belt Drive 60 HP Motor	5,000 lbs	125 fpm	
SE-3	Terminal B B2 Core	MCE HMC 2000 Controller 5 opening 3 front 2 rear	Leistriz Power Unit LTPA 690/70DY 75 HP Motor			
SE-4	Terminal B B2 Core	MCE HMC 2000 Controller 5 opening 3 front 2 rear	Leistriz Power Unit LTPA 690/70DY 75 HP Motor			

FIS-1	Terminal B International Facility	Schindler MPH-2 four landing, three front openings one rear opening two speed side opening doors hydraulic elevator	Schindler	4,000 lbs	125 fpm	
FIS-2	Terminal B International Facility	Schindler MPH-2 four landing, three front openings one rear opening two speed side opening doors hydraulic elevator	Schindler	4,000 lbs	125 fpm	
FIS-3	Terminal B International Facility	Schindler MPH-2 four landing, three front openings one rear opening two speed side opening doors hydraulic elevator	Schindler	2,000 lbs	125 fpm	
FIS-4	Terminal B International Facility	Cemco Lift Model B41085 two landing, one front opening, one rear opening vehicle bi-parting doors hydraulic elevator	CEMCO	3,000 lbs	150 fpm	
FIS-5	Terminal B International Facility	MCE HMC 2000 Three landings, two front openings one rear opening single speed center opening doors, hydraulic elevator	Schindler	4,000 lbs	125 fpm	
FIS-6	Terminal B International Facility	MCE HMC 2000 three landings, two front openings one rear opening single speed center opening doors, hydraulic elevator	Schindler	4,000 lbs	125 fpm	
FIS-7	Terminal B International Facility	Schindler MPH-2 three landings, two front openings one rear opening single speed center opening doors, hydraulic elevator	Schindler	4,000 lbs	125 fpm	

FIS-8	Terminal B International Facility	Schindler MPH-2 three landings, two front openings one rear opening single speed center opening doors, hydraulic elevator	Schindler	4,000 lbs	125 fpm	
Oversize baggage Material Lift	Terminal B Interline belt area	WILDECK VRC Control Panel	Chain Drive	3,000 lbs	10 fpm	
Bldg. 1 Elev. 1	PA Administration Bldg. 1	Elevator Systems Inc. Controller Type HYD-PC-1950	Leistitz / Hydraulic	3,500 lbs	125 fpm	
Bldg. 1 Elev. 2	PA Administration Bldg. 1	Elevator Systems Inc. Controller Type HYD-PC-1950	Leistitz / Hydraulic	5,000 lbs	125 fpm	
Material Lift #1	Building # 46 Heating Plant	Simple Relay Controller	Hydraulic type U/O	5,000 lbs	5 fpm	
Material Lift #2	Building # 46 Heating Plant	Simple Relay Controller	Chain Drive	10,000 lbs	10 fpm	
Bldg. 60-1	PA Building 60 Earhardt Dr.	Cemco Series 6000 two landing single speed center opening doors	Hydraulic type U/O	2,500 lbs	125 fpm	
Bldg. 60-2	PA Building 60 Earhardt Dr.	Cemco SAPB Hydraulic two landing bi-parting powered opening doors	Electro hydraulic type V-belt	10,000 lbs	50 fpm	
Bldg. 79	Brewster Rd.	A&C Simplex two landing front opening single speed center opening doors, hydraulic elevator	Electro Hydraulic type Model U/O	2,500 lbs	100 fpm	
Bldg. 80	Brewster Rd.	A&C Simplex two landing front opening single speed center opening doors, hydraulic elevator.	Electro Hydraulic type Model U/O	2,500 lbs	100 fpm	
Bldg. 157 -1	Cargo Building	Otis model 211 two landing front opening single speed side opening doors	Otis Hydraulic	3,000 lbs	100 fpm	

Bldg. 157 -2	Cargo Building	Otis model 211 two landing front opening single speed side opening doors	Otis Hydraulic	3,000 lbs	100 fpm	
CG-1	C Parking Garage	MCE HMC-1000-PHC Series four landing front and rear 2 speed center opening doors hydraulic elevator	Hydraulic Power Unit Type V belt Model 605	6,000 lbs	150 fpm	
CG-2	C Parking Garage	MCE HMC-1000-PHC Series four landing front and rear 2 speed center opening doors hydraulic elevator	Hydraulic Power Unit Type V belt Model 605	6,000 lbs	150 fpm	
CG-3	C Parking Garage	MCE HMC-1000-PHC Series four landing front and rear 2 speed center opening doors hydraulic elevator	Hydraulic Power Unit Type V belt Model 605	6,000 lbs	150 fpm	
CG-4	C Parking Garage	MCE HMC-1000-PHC Series four landing front and rear 2 speed center opening doors hydraulic elevator	Hydraulic Power Unit Type V belt Model 605	6,000 lbs	150 fpm	
CG-5	C Parking Garage	MCE HMC-1000-PHC Series four landing front and rear 2 speed center opening doors hydraulic elevator	Hydraulic Power Unit Type V belt Model 605	6,000 lbs	150 fpm	
CG-6	C Parking Garage	MCE HMC-1000-PHC Series four landing front and rear 2 speed center opening doors hydraulic elevator	Hydraulic Power Unit Type V belt Model 605	6,000 lbs	150 fpm	
P4-G-1	P4 Parking Garage	MCE six landing front opening 2 speed center opening doors, traction elevator	Holister Whitney / Geared Traction	6,000 lbs	350 fpm	
P4-G-2	P4 Parking Garage	MCE six landing front opening 2 speed center opening doors, traction elevator	Holister Whitney / Geared Traction	6,000 lbs	350 fpm	
P4-G-3	P4 Parking Garage	MCE six landing front opening 2 speed center opening doors, traction elevator	Holister Whitney / Geared Traction	6,000 lbs	350 fpm	

P4-G-4	P4 Parking Garage	MCE six landing front opening 2 speed center opening doors, traction elevator	Holister Whitney / Geared Traction	6,000 lbs	350 fpm	
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Vehicle Arrester Systems Designation	# of Vehicle Arrester Systems at location	Location	Delta Scientific Model #
C-4 Inbound	1	West Side Terminal C	TT207S/FM
C-4 Outbound	1	West Side Terminal C	TT207S/FM
ECHO Inbound	1	West Side Terminal A	TT207S/FM
ECHO Outbound	1	West Side Terminal A	TT207S/FM
GOLF Inbound	1	Bulk Fuel Storage Area	TT207S/FM
GOLF Outbound	1	Bulk Fuel Storage Area	TT207S/FM
HOTEL Inbound	1	North of Parking Lot P7	DSC501-1
HOTEL Outbound	1	North of Parking Lot P7	DSC501-1
INDIA Inbound	1	Adjacent to Building #80	DSC501-1
INDIA Outbound	1	Adjacent to Building #80	DSC501-1
JULIET Inbound	1	Conrad Road Adjacent to Building #1	TT207S/FM
JULIET Outbound	1	Conrad Road Adjacent to Building #1	TT207S/FM
East Sliding Gate	1	Conrad Road Adjacent to Building #1	Model 400 B&B ARMR Corp
West Sliding Gate	1	Conrad Road Adjacent to Building #1	Model 400 B&B ARMR Corp
Gate # 1 Sliding Gate	1	Earhart Drive South Area	Model 400 B&B ARMR Corp
Security Drop Gate	1	Terminal B North Underground Parking	Delta Scientific Drop Gate
Security Drop Gate	1	Terminal B South Truck Dock Entrance	Delta Scientific Drop Gate

ATTACHMENT C – FUTURE EQUIPMENT

ESCALATORS	Escalator's Designation	Newark Airport Location	Make & Model	Rise	Speed	Step Opening
	P1-11	Airtrain Station P1	O&K RTK-BN	23' 4"	90 FPM	40
	P1-12	Airtrain Station P1	O&K RTK-BN	23' 4"	90 FPM	40
ELEVATORS	Elevator's Designation	Newark Airport Location	Description	Power Unit/Type	Capacity	Speed
	P1	Airtrain Station P1	Schumacher controller type SS-3 two landing front & rear single speed center opening doors hydraulic elevator	Schumacher/Magnetek	3,000 lbs	125 fpm
	TA-FC	Terminal A Food Court	Northern controller type TC-181 two landing front and rear opening 2 speed side opening doors	ITI hydraulik model # UH-125-104-30-460		
Vehicle Arresting System						
	FOXTROT Inbound	1	Wiley Post Road	GRAB BARRIER *		
	FOXTROT Outbound	1	Wiley Post Road	GRAB BARRIER *		
http://futurenetsecurity.com/products/active-barriers/grab-300-astm-m50/						

**ATTACHMENT D - Monthly Oil Storage Vessel
Inspection Form
PANYNJ Facilities - Newark Liberty International Airport
Electrical Maintenance**

Designation	Building/ Location	Capacity (gallons)	CONDITION (Yes/No/NA)				Signature & Date
			Excessive Rust or Deterioration		Leaks Present	Evidence of Overfill	
			Vessel	Piping			
HYDRAULIC EQUIPMENT							
Elevator A	Building 1	80					
Elevator B	Building 1	110					
Elevator B1	Terminal B	290					
Elevator B2	Terminal B	290					
Elevator B3	Terminal B	250					
Elevator B4	Terminal B	250					
Elevator B5	Terminal B	250					
Elevator B7	Terminal B	110					
Elevator B8	Terminal B/ Food Ct.	80					
Elevator B9	Terminal B	120					
Elevator B10	Terminal B	204					
Elevator TB-SE1	Terminal B	230					
Elevator TB-SE2	Terminal B	230					
Elevator TB-SE3	Terminal B	391					
Elevator TB-SE4	Terminal B	391					

Notes:

1. Check tank for leaks, specifically looking for discoloration of tanks, drip marks, puddles containing spilled or leaked material, corrosion, cracks and localized dead vegetation.
2. Check pipes for droplets of stored material, discoloration, corrosion, bowing of pipes between supports, evidence of stored material seepage from valves, seals, gaskets, rivets, bolts and localized dead vegetation.
3. Check foundations for cracks, discoloration, puddles containing spilled or leaked material, settling, gaps between tank and foundation and damaged caused by vegetation or roots.

Monthly Oil Storage Vessel Inspection Form
PANYNJ Facilities - Newark Liberty International Airport
Electrical Maintenance

Designation	Building/ Location	Capacity (gallons)	CONDITION (Yes/No/NA)				Signature & Date
			Excessive Rust or Deterioration		Leaks Present	Evidence of Overfill	
			Vessel	Piping			
HYDRAULIC EQUIPMENT							
Elevator FIS 1	FIS Building	120					
Elevator FIS 2	FIS Building	120					
Elevator FIS 3	FIS Building	120					
Elevator FIS 4	FIS Building	55					
Elevator FIS 5	FIS Building	120					
Elevator FIS 6	FIS Building	120					
Elevator FIS 7	FIS Building	120					
Elevator FIS 8	FIS Building	120					
Elevator C1	C Parking	150					
Elevator C2	C Parking	150					
Elevator C3	C Parking	150					
Elevator C4	C Parking	150					
Elevator C5	C Parking	150					
Elevator C6	C Parking	150					
Material Lift	Building 46	5					
Elevator 1 Passenger	Building 60	80					
Elevator 1 Freight	Building 60	110					

Notes:

1. Check tank for leaks, specifically looking for discoloration of tanks, drip marks, puddles containing spilled or leaked material, corrosion, cracks and localized dead vegetation.
2. Check pipes for droplets of stored material, discoloration, corrosion, bowing of pipes between supports, evidence of stored material seepage from valves, seals, gaskets, rivets, bolts and localized dead vegetation.
3. Check foundations for cracks, discoloration, puddles containing spilled or leaked material, settling, gaps between tank and foundation and damaged caused by vegetation or roots.

Monthly Oil Storage Vessel Inspection Form
PANYNJ Facilities - Newark Liberty International Airport
Electrical Maintenance

Designation	Building/ Location	Capacity (gallons)	CONDITION (Yes/No/NA)				Signature & Date
			Excessive Rust or Deterioration		Leaks Present	Evidence of Overfill	
			Vessel	Piping			
HYDRAULIC EQUIPMENT							
Elevator Bldg. 79	Building 79	80					
Elevator Bldg. 80	Building 80	80					
Elevator A	Building 157	80					
Elevator B	Building 157	80					
Elevator A	Terminal A AirTrain Station	110					
Elevator B	Terminal B AirTrain Station	110					
Elevator C	Terminal C AirTrain Station	110					
Elevator P1	P1 AirTrain Station	80					
Elevator P2	P2 AirTrain Station	80					
Elevator P3	P3 AirTrain Station	80					
Elevator P4-1	P4 AirTrain Station	250					
Elevator P4-2	P4 AirTrain Station	250					
Elevator R-1	RailLink West Platform	110					
Elevator R-2	RailLink East Platform	110					
Elevator R-3	RailLink AirTrain Platform	110					
Food Court Elevator	Terminal A	80					

- Notes:
1. Check tank for leaks, specifically looking for discoloration of tanks, drip marks, puddles containing spilled or leaked material, corrosion, cracks and localized dead vegetation.
 2. Check pipes for droplets of stored material, discoloration, corrosion, bowing of pipes between supports, evidence of stored material seepage from valves, seals, gaskets, rivets, bolts and localized dead vegetation.
 3. Check foundations for cracks, discoloration, puddles containing spilled or leaked material, settling, gaps between tank and foundation and damaged caused by vegetation or roots.

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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 by an authorized member of the Procurement Department..

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, or 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, or 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 Procurement Department. 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) - means a business entity which is at least fifty-one percent (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 fifty-one percent (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.

Woman-owned Business Enterprise (WBE) - shall mean a business enterprise which is at least fifty-one percent (51%) owned by one or more women, or, in the case of a publicly held corporation, at least fifty-one percent (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. Non-Discrimination Requirements

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

- A. Contractor hereby agrees that no person on the ground of race, color, national origin, creed/religion, sex, age or handicap/disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the furnishing of goods or services or in the selection and retention of subcontractors and/or vendors under this Contract. Contractor shall also ascertain and comply with all applicable federal, state and local laws, ordinances, rules, regulations, and orders that pertain to equal employment opportunity, affirmative action, and non-discrimination in employment.
- B. Contractor agrees that these “Non-Discrimination Requirements” are a binding part of this Contract. Without limiting the generality of any other term or provision of this Contract, in the event the Authority, or a state or federal agency finds that the Contractor or any of its subcontractors or vendors has not complied with these “Non-Discrimination Requirements”, the Authority may cancel, terminate or suspend this Contract in accordance with Section 14 of these Standard Terms and Conditions entitled “Default, Revocation, or Suspension of Contract.”
- C. Contractor agrees to cooperate fully with the Authority’s investigation of allegations of discrimination. Cooperation includes, but is not limited to, allowing the Authority to question employees during the investigation of allegations of discrimination, and complying with directives that the Authority or the State or Federal government deem essential to ensure compliance with these “Non-Discrimination Requirements.”

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 estop 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

Purchases of services and tangible personal property by the Port Authority in the States of New York and New Jersey are generally exempt from state and local sales and compensating use taxes, and from most federal excises (Taxes). Therefore, the Port Authority's purchase of the Contractor's services under this Contract is exempt from Taxes. Accordingly, the Contractor must not include Taxes in the price charged to the Port Authority for the Contractor's services under this Contract. 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.

Upon request of the Port Authority, the Contractor shall furnish or provide access to the federal Form I-9 (Employment Eligibility Verification) for each individual performing work under this Contract. This includes citizens and noncitizens.

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 necessary for the Contractor's operations. The Contractor's obligation to comply with governmental requirements are not to be construed as a submission by the Port Authority to the application to itself of such requirements.
- c. The Contractor shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed on its property or operations hereunder or income therefrom, and shall make all applications, reports and returns required in connection therewith.
- d. The Contractor shall, in conducting its operations hereunder, take all necessary precautions to protect the general environment and to prevent environmental pollution, contamination, damage to property and personal injury. In the event the Contractor encounters material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or any other hazardous material, in conducting its operations hereunder, the Contractor shall immediately stop Work in the area affected and report the condition in writing to the Manager. Work in the affected area shall not thereafter be resumed by the Contractor except upon the issuance of a written order to that effect from the Manager.
- e. The Contractor shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, standard orders and directions of the American Insurance Association, the Insurance Services Office, National Fire Protection Association, and any other body or organization exercising similar functions which may pertain or apply to the Contractor's operations hereunder.

The Contractor shall not do or permit to be done any act which:

1. will invalidate or be in conflict with any fire insurance policies covering the Facility or any part thereof or upon the contents of any building thereon; or
 2. will increase the rate of any fire insurance, extended coverage or rental insurance on the Facility or any part thereof or upon the contents of any building thereon; or
 3. in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risk normally attendant upon the operations contemplated by this Contract; or
 4. may cause or produce in the premises, or upon the Facility any unusual, noxious or objectionable smoke, gases, vapors, odors; or
 5. may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Facility; or
 6. shall constitute a nuisance in or on the Facility or which may result in the creation, commission or maintenance of a nuisance in or on the Facility.
- f. If by reason of the Contractor's failure to comply with the provisions of this Section and provided the

Port Authority has given the Contractor five (5) days written notice of its failure and the Contractor shall not have cured said failure within said five (5) days, any fire insurance, extended coverage or rental insurance rate on the Facility or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Contractor shall on demand pay the Port Authority that part of all fire insurance, extended coverage or rental insurance premiums paid or payable by the Port Authority which shall have been charged because of such violations by the Contractor.

- g. The Contractor shall conduct its operations hereunder so as not to endanger, unreasonably interfere with, or delay the operations or activities of any tenants or occupants on the premises or the Facility and, moreover, shall use the same degree of care in performance on the premises as would be required by law of the Port Authority and shall conduct operations hereunder in a courteous, efficient and safe manner.
- h. The Contractor shall provide such equipment and medical facilities as may be necessary to supply first aid service in case of accidents to its personnel who may be injured in the furnishing of service hereunder. The Contractor shall maintain standing arrangements for the removal and hospital treatment of any of its personnel who may be injured.

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, Directors, agents, servants, officers, representatives and employees from and against all claims and demands, just or unjust, of third persons (including Contractor's agents, servants, officers, representatives and employees) arising out of or in any way connected to 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 out of or are in any way connected to the Contractor's operations or to its performance of work under this Contract, or arise out of the acts or omissions of the Contractor, the Port Authority, its Commissioners, Directors, agents, servants, officers, representatives or employees, third persons (including Contractor's agents, servants, officers, representatives and employees), 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 out of or are in any way connected to the Contractor's operations or to its performance of work under this Contract, or arise out of acts or omissions (negligent or not) of the Contractor, the Port Authority or third persons (including agents, servants, officers, representatives, Commissioners, Directors and employees of the Port Authority and the Contractor) 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 claims, 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 whether just or unjust of third persons (including agents, servants, officers, representatives, Commissioners, Directors and employees of the Port Authority and the Contractor) arising or alleged to arise out of or in connection with the Contractor's operations or its 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 any 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. Designated Secure Areas

Services under the Contract may be required in designated secure areas, as the same may be designated by the Manager from time to time (“Secure Areas”). The Port Authority shall require the observance of certain security procedures with respect to Secure Areas, which may include the escort to, at, and/or from said high security areas by security personnel designated by the Contractor or any subcontractor’s personnel required to work therein. All personnel that require access to designated secure areas who are not under positive escort by an authorized individual will be required to undergo background screening and personal identity verification.

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

33. Notification of Security Requirements

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

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

- Execution of Port Authority Approved Non-Disclosure and Confidentiality Agreements

At the direction of the Port Authority, the Contractor shall be required to have its principals, staff and/or subcontractor(s) and their staff, execute Port Authority approved non-disclosure and confidentiality agreements.

- Contractor/ Subcontractor identity checks and background screening

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

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

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

- Issuance of Photo Identification Credential

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

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

- Access control, inspection, and monitoring by security guards

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

- Compliance with the Port Authority Information Security Handbook

The Contract may require access to Port Authority information considered Protected Information (“PI”) as defined in the Port Authority Information Security Handbook (“Handbook”), dated October, 2008, corrected as of November 14, 2013, and as may be further amended. The Handbook and its requirements are hereby incorporated into this agreement and will govern the possession, distribution and use of PI if at any point during the lifecycle of the project or solicitation it becomes necessary for the Contractor to have access to PI. Protecting sensitive information requires the application of uniform safeguarding measures to prevent unauthorized disclosure and to control any authorized disclosure of this information within the Port Authority or when released by the Port Authority to outside entities. The following is an outline of some of the procedures, obligations and directives contained in the Handbook:

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

- Audits for Compliance with Security Requirements

The Port Authority may conduct random or scheduled examinations of business practices under this section entitled “NOTIFICATION OF SECURITY REQUIREMENTS” and the Handbook in order to assess the extent of compliance with security requirements, Protected Information procedures, protocols and practices, which may include, but not be limited to, verification of background check status, confirmation of completion of specified training, and/or a site visit to view material storage locations and protocols.

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. Confidential Information/Non-Publication

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

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

c. The Contractor shall hold all such Protected Information in trust and confidence for the Authority, and agrees that the Contractor and the personnel provided by the Contractor hereunder shall not, during or after the termination or expiration of this Contract, disclose to any person, firm or corporation, nor use for its own business or benefit, any information obtained by it under or in connection with the supplying of services contemplated by this Contract. The Contractor and the personnel provided by the Contractor hereunder shall not violate in any manner any patent, copyright, trade secret or other proprietary right of the Authority or third persons in connection with their services hereunder, either before or after termination or expiration of this Contract. The Contractor and the personnel provided by the Contractor hereunder shall not willfully or otherwise perform any dishonest or fraudulent acts, breach any security procedures, or damage or destroy any hardware, software or documentation, proprietary or otherwise, in connection with their services

hereunder. The Contractor shall promptly and fully inform the Director in writing of any patent, copyright, trade secret or other intellectual property rights or disputes, whether existing or potential, of which the Contractor has knowledge, relating to any idea, design, method, material, equipment or other matter related to this Contract or coming to the Contractor's attention in connection with this Contract.

d. 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 or 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 his/her functions unsatisfactorily, he/she shall be replaced by the Contractor for Work under this Contract 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.

The Contractor shall verify that employees working under this Contract in the United States are legally present in the United States and authorized to work by means of the federally required I-9 program

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 (MBE/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. MBE/WBE Good Faith Participation

The Contractor shall use every good-faith effort to provide for participation by Port Authority certified Minority Business Enterprises (MBEs) and Port Authority certified Woman-owned Business Enterprises (WBEs) in all purchasing and subcontracting opportunities associated with this Contract, including purchase of equipment, supplies and labor services. If this Contract contains participation goals, the Contractor shall use good faith efforts to achieve the goals.

Good faith efforts to include participation by Port Authority certified MBE/WBEs shall include, but not be limited to 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 MBE/WBEs as may be appropriate.
- C. Soliciting services and materials from a Port Authority certified MBE/WBE or seeking MBE/WBEs from other sources. To access the Port Authority's Directory of MBE/WBE Certified Firms go to www.panynj.gov/supplierdiversty
- D. Ensuring that provision is made to provide progress payments to MBE/WBEs on a timely basis.
- E. Observance of reasonable commercial standards of fair dealing in the respective trade or business.

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 fifty thousand dollars (\$50,000) as a result of any judicial or administrative proceeding with respect to any license held or with respect to

- any violation of a federal, state or local environmental law, rule or regulation;
- f. had any sanction imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust regardless of the dollar amount of the sanctions or the date of their imposition; and
- g. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, including an inspector general of a governmental agency or public authority.

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

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

- a. the prices in its bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- b. the prices quoted in its bid have not been and will not be knowingly disclosed directly or indirectly by the Bidder prior to the official opening of such bid to any other bidder or to any competitor;
- c. no attempt has been made and none will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
- d. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated March 11, 2014, or as may be revised, (a copy of which is available upon request) nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;
- 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 in this Part III, Sections 1 and 2, shall be deemed to have been made by the Bidder as follows:

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

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

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

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

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

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

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

Bidders are advised that the Authority has adopted a policy to the effect that in awarding its contracts it will

honor any determination by an agency of the State of New York or New Jersey that a Bidder is not eligible to bid on or be awarded public contracts because the Bidder has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing rate of wage legislation.

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

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

4. Contractor Responsibility, Suspension of Work and Termination

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

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

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

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

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

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

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

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

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

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

6. Conflict of Interest

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

7. Definitions

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

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

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

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

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

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

If the solicitation is a Request for Proposal:

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

In a Contract resulting from the taking of bids:

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

In a Contract resulting from the taking of Proposals:

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