

THE PORT AUTHORITY OF NY & NJ

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

BID INFORMATION

ISSUED DATE: 12/29/2016

TITLE: OPERATION AND MAINTENANCE SERVICES FOR TERMINAL B AT
NEWARK LIBERTY INTERNATIONAL AIRPORT- THREE YEAR
CONTRACT

BID NO.: 48380

BID DUE DATE: 1/20/17

TIME: 11:00 AM

BUYER NAME: STEVEN JOSEPH

PHONE NO.: (212) 435-4658

FAX NO.: (212) 435-4697

EMAIL TO STJOSEPH@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

- COVER PAGE: BID AND BIDDER INFORMATION
- PART I – STANDARD INFORMATION FOR BIDDERS
- 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)
- PART V – SPECIFICATIONS
- STANDARD CONTRACT TERMS AND CONDITIONS

PART I - STANDARD INFORMATION FOR BIDDERS, TABLE OF CONTENTS

1. General Information: The Port Authority of New York and New Jersey..... 3
2. Form and Submission of Bid 3
3. Vendor Profile..... 4
4. Acknowledgment of Addenda 4
5. Firm Offer 5
6. Acceptance or Rejection of Bids..... 5
7. Bidder’s Questions..... 5
8. Additional Information To and From Bidders 5
9. Union Jurisdiction..... 5
10. Assessment of Bid Requirements 6
11. Bidder’s Prerequisites 6
12. Qualification Information 6
13. Contractor’s Integrity Provisions..... 8
14. Facility Inspection..... 8
15. Available Documents - General..... 8
16. Pre-award Meeting..... 8
17. Price Preference 9
18. MBE/WBE Subcontracting Provisions..... 9
19. Certification of Recycled Materials 9
20. City Payroll Tax 10
21. Automated Clearing House Enrollment..... 10
22. Additional Bidder Information 10
ATTACHMENT I A - Certified Environmentally Preferable Products/Practices 11

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>

**PART II – CONTRACT SPECIFIC INFORMATION FOR BIDDERS,
TABLE OF CONTENTS**

1. Service(s) Required.....	2
2. Location(s) Services Required.....	2
3. Expected Date of Commencement of Contract	2
4. Contract Type.....	2
5. Duration of Contract	2
6. Option Period(s).....	2
7. Extension Period	2
8. Facility Inspection.....	2
9. Specific Bidder’s Prerequisites	2
10. Available Documents.....	3
11. Additional Documents	4
12. Contractor Staff Background Screening	4

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

Operation and maintenance of Building Systems and utilities.

2. Location(s) Services Required

Interior and exterior areas of Terminal B at Newark Liberty International Airport (EWR) as more fully described in the definition of “Facility” in Part V (the “Specifications”).

3. Expected Date of Commencement of Contract

On or about March 1, 2017.

4. Contract Type

Services Contract.

5. Duration of Contract

Three (3) years set to expire on or about February 29, 2020.

6. Option Period(s)

There shall be up to three (3), one (1) year Option Periods.

7. Extension Period

120-day extension period is applicable.

8. Facility Inspection

Date and Time: Friday, January 13, 2017, 10:00am

Interested parties shall meet at Newark Liberty International Airport (EWR), Terminal B, Level 3, Door 1, Relax & Recharge Area which is located by Dunkin Donuts Express.

Please contact Eric Pfaff at 973-792-5908 or email at epfaff@pnynj.gov to confirm attendance and/or receive travel directions. Valid photo identification is required to attend the facility inspection.

9. Specific Bidder’s Prerequisites

- a. The Bidder shall have had at least two (2) years of continuous experience immediately prior to the date of submission of its Bid in the management, maintenance, and operation of building utilities, mechanical, electrical, structural, fire protection, life safety, and pest control systems 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 two (2) years 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 two (2) 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 \$3,000,000 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 prerequisites in subparagraphs (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 annual gross income of the joint venture itself meets the prerequisite or the annual 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.
 - e. The Bidder shall be certified by the Port Authority as a New York or New Jersey Minority Business Enterprise (MBE) or Women Business Enterprise (WBE) as defined in the Standard Contract Terms and Conditions, by the day before the bid opening date.

10. Available Documents

The following documents will be made available for reference and examination at the facility inspection:

- a. Terminal B HVAC Zones
- b. The Port Authority manual titled, "Customer Care – Airport Standards Manual" revised February 2016, available in electronic (pdf) format for email distribution.

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/PATH makes no representation or guarantee as to, and shall not be responsible for their accuracy, completeness or pertinence, and, in addition, shall not be responsible for the conclusions to be drawn therefrom. They are made available to the Bidders merely for the purpose of providing them with such information as is in the possession of the Port Authority/PATH, whether or not such information may be accurate, complete or pertinent or of any value to the bidders.

11. Additional Documents

The following documents are available for download from the Port Authority public website:

- a. The Port Authority manual titled, “Inspection, Testing, and Maintenance Requirements for Fire Protection and Life Safety Systems,” revised November 5th, 2012, available for download from the Port Authority public website:
(<http://www.panynj.gov/about/pdf/ITM-Manual.pdf>)

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/PATH makes no representation or guarantee as to, and shall not be responsible for their accuracy, completeness or pertinence, and, in addition, shall not be responsible for the conclusions to be drawn therefrom. They are made available to the Bidders merely for the purpose of providing them with such information as is in the possession of the Port Authority/PATH, 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.

**PART III – CONTRACT SPECIFIC TERMS AND CONDITIONS,
TABLE OF CONTENTS**

1. General Agreement 2
2. Duration 2
3. Payment..... 3
4. Price Adjustment..... 4
5. Liquidated Damages 5
6. Insurance Procured by the Contractor..... 7
7. Increase and Decrease in Areas or Frequencies..... 10
8. Extra Work..... 11
9. MBE/WBE Subcontracting Provisions..... 13

PART III – CONTRACT SPECIFIC TERMS AND CONDITIONS

1. General Agreement

Subject to all of the terms and conditions of this Contract, the undersigned (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 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 therefore 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 (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 (the “Commencement Date”), and unless otherwise terminated, revoked or extended in accordance with the provisions hereof, shall expire as specified in Part II hereof (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 (collectively, 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 (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 all of the terms and conditions 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 on or by the fifth day of each month following the month of commencement of this Contract and (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, (2) estop the Port Authority from showing at any time that such certificate, payment, acceptance, act or omission was incorrect or (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 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 three (3) years of the Base Term. For the Option Periods that are applicable to this Contract and are exercised hereunder, 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 (the "Price Index").

For the first one (1) year Option Period of the Contract, the Price Index shall be determined for the months of September 2018 and September 2019. 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 September 2019 and the denominator of which is the Price Index for September 2018. The resulting product shall be the amounts payable to the Contractor in the first one (1) year Option Period.

For the second one (1) year Option Period of the Contract, the Price Index shall be determined for the months of September 2019 and September 2020. 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 September 2020 and the denominator of which is the Price Index for September 2019. The resulting product shall be the amounts payable to the Contractor in the second one (1) year Option Period.

For the third one (1) year Option Period of the Contract, the Price Index shall be determined for the months of September 2020 and September 2021. The amounts payable to the Contractor in the third year of the Option Period shall be multiplied by a fraction the numerator of which is the Price Index for September 2021 and the

denominator of which is the Price Index for September 2020. The resulting product shall be the amounts payable to the Contractor in the third one (1) year Option Period.

In the event of a change in the basis for the computation of the Price 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 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 deems appropriate. Notwithstanding the provisions of this section, in no event shall any adjustment hereunder be greater than three (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 Price 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 the Contractor for 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 the Port Authority excess amounts paid by the 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. If the Contractor fails to provide the staff specified for each shift, or any portion thereof, as required by the Specifications, the Contractor's compensation shall be reduced by One Hundred Fifteen Dollars (\$115) per person per hour or pro-rata part thereof that the Contractor fails to meet the staffing requirements.
 - ii. If the Contractor fails to provide verification of staff training requirements as described in the section entitled "Training Requirements" of the Specifications, or if any Working Supervisor or Mechanic as described in the section entitled "Staffing Descriptions" of the Specification fails to meet said requirements, the Contractor's compensation will be reduced by One Hundred Fifteen Dollars (\$115) per employee per day that the individual's successful completion of all training requirements cannot be verified

- iii. If any of the Contractor's employees fail to appear in the approved uniform and shoes, the Contractor's compensation shall be reduced by Fifty Dollars (\$50) per improperly uniformed employee.
- iv. If the Contractor fails to begin providing emergency services at the Facility within two (2) hours of being notified by the Manager that emergency services are required, then the Contractor's compensation shall be reduced by Two Hundred Dollars (\$200) per hour, or pro-rata part thereof, that the Contractor fails to begin providing emergency services at the Facility starting in hour three.
- v. If the Contractor fails to perform all or any part of the services as specified in the Specifications within the time required, then the Contractor's compensation shall be reduced by Two Hundred Dollars (\$200) per day or pro-rata part thereof until the work is performed, unless delay is not due to the fault of the Contractor, or any subcontractor or supplier.
- vi. If, due to the Contractor's failure to meet the required vehicle specifications, the Port Authority provides transportation to the Contractor, then the Contractor's compensation shall be reduced by Five Hundred Dollars (\$500) for each day or pro-rata part thereof that the Port Authority provides such transportation.
- vii. If the Contractor fails to provide or maintain in working order any cellular phones, as required by the Specifications, then the Contractor's compensation shall be reduced by Two Hundred Dollars (\$200) per cellular phone for each day or pro-rata part thereof that such cellular phone(s) are not provided or are inoperable.
- viii. In the event that, for whatever reason, the Contractor fails to produce Access Items (as defined in the Specifications) that are the property of the Port Authority and were relinquished to the Contractor's custody, the Contractor's compensation will be reduced by Fifty Dollars (\$50.00) per Access Item not produced and Two Hundred Fifty dollars (\$250) per lock or other similar device used to secure access to a location not produced.
- ix. If the Contractor fails to provide, within thirty (30) days of the commencement of the Contract, and maintain in proper working order, a Computerized Maintenance Management System (CMMS), the amount payable to the Contractor shall be reduced by Two Hundred Dollars (\$200) per day for each day beyond thirty (30) days, or pro-rata part thereof, that the Contractor fails to provide such CMMS or that such CMMS is not in proper working order.
- x. In the event that, for any reason, the Contractor fails to maintain or provide, when requested by the Manager or required by the Specifications, any documentation, report or record, as required in the Specifications, the amount payable to the Contractor shall be reduced by Twenty-Five Dollars (\$25) per day or pro-rata part thereof that the Contractor fails to maintain or provide any documentation, report or record.

- 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 unsatisfactory performance or a failure to perform on the part of the Contractor or a waiver of its remedies hereunder.

6. Insurance Procured by the Contractor

The Contractor and its subcontractor(s) shall take out, maintain, and pay the premiums on Commercial General Liability Insurance, for the life of the Contract and such Insurance and shall be written on an ISO occurrence form CG 00 01 0413 or its equivalent covering the obligations assumed by the Contractor under this Contract, including, but not limited to, premise-operations, products and 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 any autos in the following minimum limits:

Commercial General Liability Insurance - \$25 million combined single limit per occurrence for bodily injury and property damage liability.

Automobile Liability Insurance - \$25 million combined single limit per accident for bodily injury and property damage liability.

The insurance shall be written on an occurrence basis, as distinguished from a “claims made” basis, and shall not include any exclusions for “action over claims” (insured vs. insured) and minimally arranged to provide and encompass at least the following coverages:

- Contractual Liability to cover liability assumed under the Contract;
- Independent Contractor’s Coverage;
- Premise-Operations, Products and Completed Operations Liability Insurance;
- The insurance coverage (including primary, excess and/or umbrella) hereinafter afforded by the Contractor and all subcontractor(s) shall be primary insurance and non-contributory with respect to the additional insureds;
- Excess/umbrella policies shall “follow form” to the underlying policy;
- Excess/umbrella policies shall have a liberalization clause with drop down provision;
- Coverage for explosion, collapse and underground property damage (XCU);
- Deletion of the pollution exclusion;
- To the extent any coverage the Contractor and subcontractor(s) obtains and/or maintains under this Contract contains “Other Insurance” language or

provisions, such language or provisions shall not be applicable to the additional insureds or to any insurance coverage maintained by the additional insureds;

- All insurance policies shall include a waiver of subrogation, as allowed by law, in favor of the additional insureds;
- Defense costs must be outside of policy limits. Eroding limits policies are not permitted;
- In the event the Contractor and/or its subcontractors obtains and/or maintains insurance in an amount greater than the minimum limits required under this Contract, then the full limits of that insurance coverage will be available to respond to any claim asserted against the additional insureds that arises out of or is in any way connected with this Contract;
- Additional insureds coverage shall not be restricted to vicarious liability unless required by controlling law.

In addition, the liability policy (ies) shall be written on a form at least as broad as ISO Form CG 20 10 10 01 (for ongoing operations work) together with ISO Form CG 20 37 10 01 (for completed operations work) or their equivalent and endorsed to and name "The Port Authority of New York and New Jersey and its related entities, their Commissioners, Directors, Superintendents, officers, partners, employees, agents, their affiliates, successors or assigns" as Insured (as defined in the policy or in an additional insured endorsement amending the policy's "Who is An Insured" language as the particular policy may provide). The "Insured" shall be afforded coverage and defense as broad as if they are the first named insured and regardless of whether they are otherwise identified as additional insureds under the liability policies, including but not limited to premise-operations, products-completed operations on the Commercial General Liability Policy. Such additional insureds status shall be provided regardless of privity of contract between the parties. The liability policy (ies) and certificates of insurance shall contain separation of insured and severability of interests clauses for all policies so that coverage will respond as if separate policies were in force for each insured. An act or omission of one of the insureds shall not reduce or void coverage to the other insureds. The Contractor is responsible for all deductibles or losses not covered by commercially procured insurance. Any portion of the coverage to be provided under a Self-Insured Retention (SIR) of the Contractor is subject to the review and approval of the General Manager, Risk Finance. Furthermore, any insurance or self-insurance maintained by the above additional insureds shall not contribute to any loss or claim.

If any of the Work is to be done on or at Port Authority facilities by subcontractors and, if the Contractor requires its subcontractors to procure and maintain such insurance in the name of the Contractor, then such insurance as is required herein shall include and cover the additional insureds and it must have insurance limits not lower than those set forth by the Port Authority herein, along with all the insurance requirements in this section known as "Insurance Procured by the Contractor."

All insurance coverage shall be provided by the Contractor and/or by or for any of its subcontractors at no additional expense to the Port Authority and its related entities. A

copy of this section titled “Insurance Procured by the Contractor” shall be given to your insurance agent and subcontractors and shall form a part of the covered contract or subcontract for insurance purposes in furtherance of the insurance requirements under this Contract.

Further, it is the Contractor’s responsibility to maintain, enforce and ensure that the type of coverages and all limits maintained by it and any of all subcontractors are accurate, adequate and in compliance with the Port Authority requirements; and the Contractor shall retain a copy of its subcontractors’ certificates of insurance. All certificates of insurance shall be turned over to the Port Authority prior to the start of work, including subcontractors’ work, and upon completion of the Contract.

The Contractor, its subcontractors, and its insurers 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 and its subcontractor(s) 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 per each accident.

Each policy above shall contain an endorsement that the policy may not be canceled, terminated, or modified without thirty (30) days’ prior written notice to the Port Authority Att: Facility Contract Administrator, at the location where the work will take place with a copy to the General Manager, Risk Finance.

The Port Authority may, at any time during the term of this Contract, change or modify the limits and coverages of insurance. Should the modification or change result in an additional premium, the General Manager, Risk Finance for the Port Authority may consider such cost as an out-of-pocket expense.

Within five (5) days after the award of this Contract and prior to the start of work, the Contractor must submit an original certificate of insurance to the Port Authority 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), including, but not limited to, the cancellation notice endorsement and stating the contract number prior to the start of work. The Contractor is also responsible for maintaining and conforming to all insurance requirements from the additional insureds and their successors or assigns. The General Manager, Risk Finance 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 Finance, 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 the Contractor and all subcontractors shall suspend performance of the Contract at the premises until a satisfactory insurance policy (ies) and certificate of insurance is provided to and approved by Risk Finance, unless the Facility or Project Manager directs the Contractor, in writing, to continue to performing work under the Contract. If the Contract is so suspended, no extension of time shall be due on account thereof.

Renewal certificates of insurance or policies shall be delivered to the Port Authority Facility Contractor Administrator, and upon request from the additional insureds, their successors or assigns at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Management must approve the renewal certificate(s) of insurance before work can resume on the facility.

If, at any time, any of the certificates or policies shall become unsatisfactory to the Port Authority, the Contractor shall promptly obtain a new and satisfactory certificate and policy and provide same to the Port Authority.

Failure by the Contractor to meet any of the insurance requirements, including the requirement that the Port Authority be afforded the full extent of the insurance obtained under this Contract without limitation, shall be deemed a material breach of contract and may be a basis for termination of this Contract by the Port Authority.

The requirements for insurance procured by the Contractor and subcontractor(s) 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 Port Authority as to the adequacy of the insurance necessary to protect the Contractor against the obligations imposed on it by law or by this or any other contract. [CITS#5208N]

7. Increase and Decrease in Areas or Frequencies

The Manager shall have the right, at any time and from time to time in their 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 frequencies or areas such change shall be by written notice given to the Contractor not less than fifteen (15) days prior to the effective date of said changes, with said changes to be effective upon the date specified in said notice.

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

Where no specific Unit Price has been quoted for the type of services to be increased or decreased, the Manager shall have the right to negotiate the compensation to reflect such change, whether an increase or decrease in areas or frequencies, which, in the

opinion of the Manager, is necessary to complete the work, by multiplying the increased or decreased amount by the negotiated rate.

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 increases in frequencies or areas 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 Extra 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) five percent (5%) 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; (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 Working Supervisors and Mechanics below the rank of Service Manager, directly employed at the Site of Work subject to the Manager or their 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 Manger 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 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 powers and authorities 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 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 PA3749 as the recording mechanism for the MBE/WBE Participation Plan, annexed hereto or may be downloaded at <http://www.panynj.gov/business-opportunities/become-vendor.html>.

Bidders shall include their MBE/WBE Participation Plans 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 PA3749A, 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.

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

1. SIGNATURE SHEET 2
2. NAME AND RESIDENCE OF PRINCIPALS SHEET 3
3. PRICING SHEET(S) 4
 Entry of Prices..... 4

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 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 of certification).

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 re-compute 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".
- g. The Total Estimated Contract Price shall be obtained by adding the Estimated Annual Contract Price for the first year of the Contract to the Estimated Annual Contract Price for each subsequent year, including in the Estimated Annual Contract Price for the following years.

PRICING SHEET

COST BREAKDOWN OF LABOR

YEAR ONE

Item of Work (Description)	Est. Annual Hours		Hourly Rate		Total Estimated Labor Price
Service Manager – Day (“B”) Shift 7:00am – 3:30pm	2080 Hours	x	\$	=	\$
Working Supervisor – Night (“A”) Shift 11:00pm – 7:30am	2920 Hours	x	\$	=	\$
Mechanic – Night (“A”) Shift 11:00pm – 7:30am	2920 Hours	x	\$	=	\$
Working Supervisor – Day (“B”) Shift 7:00am – 3:30pm	2920 Hours	x	\$	=	\$
Mechanic – Day (“B”) Shift 7:00am – 3:30pm	2920 Hours	x	\$	=	\$
Working Supervisor – Mid (“C”) Shift 3:00pm – 11:30pm	2920 Hours	x	\$	=	\$
Mechanic – Mid (“C”) Shift 3:00pm – 11:30pm	2920 Hours	x	\$	=	\$
Working Supervisor – Overtime (for 3 shifts)	1760 Hours	x	\$	=	\$
Mechanic – Overtime (for 3 shifts)	1760 Hours	x	\$	=	\$

Total Estimated Labor Price - Year One:

\$ _____ (Sum of each item in the Total Estimated Labor Price column)

Carry-Over Total Estimated Labor Price – Year One to Price Summary Sheet Line (A)

NOTE: All hourly rates set forth in this Pricing Sheet are all-inclusive and shall include but not be limited to wages and benefits, Contractor's overhead, tolls, gas, travel time, and profit.

PRICING SHEET

COST BREAKDOWN OF LABOR

YEAR TWO

Item of Work (Description)	Est. Annual Hours		Hourly Rate		Total Estimated Labor Price
Service Manager – Day (“B”) Shift 7:00am – 3:30pm	2080 Hours	x	\$	=	\$
Working Supervisor – Night (“A”) Shift 11:00pm – 7:30am	2920 Hours	x	\$	=	\$
Mechanic – Night (“A”) Shift 11:00pm – 7:30am	2920 Hours	x	\$	=	\$
Working Supervisor – Day (“B”) Shift 7:00am – 3:30pm	2920 Hours	x	\$	=	\$
Mechanic – Day (“B”) Shift 7:00am – 3:30pm	2920 Hours	x	\$	=	\$
Working Supervisor – Mid (“C”) Shift 3:00pm – 11:30pm	2920 Hours	x	\$	=	\$
Mechanic – Mid (“C”) Shift 3:00pm – 11:30pm	2920 Hours	x	\$	=	\$
Working Supervisor – Overtime (for 3 shifts)	1760 Hours	x	\$	=	\$
Mechanic – Overtime (for 3 shifts)	1760 Hours	x	\$	=	\$

Total Estimated Labor Price - Year Two:

\$ _____ (Sum of each item in the Total Estimated Labor Price column)

Carry-Over Total Estimated Labor Price – Year Two to Price Summary Sheet Line (B)

NOTE: All hourly rates set forth in this Pricing Sheet are all-inclusive and shall include but not be limited to wages and benefits, Contractor's overhead, tolls, gas, travel time, and profit.

PRICING SHEET

COST BREAKDOWN OF LABOR

YEAR THREE

Item of Work (Description)	Est. Annual Hours		Hourly Rate		Total Estimated Labor Price
Service Manager – Day (“B”) Shift 7:00am – 3:30pm	2080 Hours	x	\$	=	\$
Working Supervisor – Night (“A”) Shift 11:00pm – 7:30am	2920 Hours	x	\$	=	\$
Mechanic – Night (“A”) Shift 11:00pm – 7:30am	2920 Hours	x	\$	=	\$
Working Supervisor – Day (“B”) Shift 7:00am – 3:30pm	2920 Hours	x	\$	=	\$
Mechanic – Day (“B”) Shift 7:00am – 3:30pm	2920 Hours	x	\$	=	\$
Working Supervisor – Mid (“C”) Shift 3:00pm – 11:30pm	2920 Hours	x	\$	=	\$
Mechanic – Mid (“C”) Shift 3:00pm – 11:30pm	2920 Hours	x	\$	=	\$
Working Supervisor – Overtime (for 3 shifts)	1760 Hours	x	\$	=	\$
Mechanic – Overtime (for 3 shifts)	1760 Hours	x	\$	=	\$

Total Estimated Labor Price - Year Three:

\$ _____ (Sum of each item in the Total Estimated Labor Price column)

Carry-Over Total Estimated Labor Price – Year Three to Price Summary Sheet Line (C)

NOTE: All hourly rates set forth in this Pricing Sheet are all-inclusive and shall include but not be limited to wages and benefits, Contractor's overhead, tolls, gas, travel time, and profit.

PRICING SHEET

VEHICLES AND EQUIPMENT

Item Description	Estimated Quantity		Three Year Total Estimated Vehicle and Equipment Price
Passenger Vehicle	1	=	\$
Work Truck	1	=	\$
Scissor Lift	1	=	\$

Three (3) Year Total Estimated Vehicle and Equipment Price

\$ _____ (Sum of each item in the Three Year Total Estimated Vehicle and Equipment Price column)

Carry-Over Three Year Total Estimated Vehicle and Equipment Price to Price Summary Sheet Line (D)

NOTE: All three year estimated totals in this Pricing Sheet are all-inclusive and shall include but not be limited to fuel, maintenance, operating costs, and tolls.

PRICING SHEET

EMERGENCY SERVICES

Item of Work (Description)	Est. Annual Hours		Hourly Rate		Total Estimated Emergency Services Price
Emergency Services Year 1	22 Hours	x		=	\$
Emergency Services Year 2	22 Hours	x		=	\$
Emergency Services Year 3	22 Hours	x		=	\$

Three (3) Year Total Estimated Emergency Services Price:

\$ _____ (Sum of each item in the Total Estimated Emergency Services Price column)

Carry-Over Three (3) Year Total Estimated Emergency Services Price to Price Summary Sheet Line (E)

NOTE: All hourly rates in this Pricing Sheet are all-inclusive and shall include but not be limited to wages and benefits, Contractor's overhead, travel time, and profit.

PRICING SHEET

MATERIALS, COMPONENTS, AND SUBCONTRACTORS

Item of Work	Three Year Estimated Cost		<u>% Mark Up / Down*</u>				Three Year Estimated Cost		Three Year Total Estimated Materials, Components and Subcontractors Price
Estimate Net Cost of Domestic Water Service	\$372,000	x	+/-or 0 _____%	=	\$	+	\$372,000	=	\$
Estimate Net Cost of Waste Compactor	\$525,000	x	+/-or 0 _____%	=	\$	+	\$525,000	=	\$
Estimate Net Cost of Cardboard Recycling	\$588,000	x	+/-or 0 _____%	=	\$	+	\$588,000	=	\$
Estimate Net Cost of FPLS Services	\$465,000	x	+/-or 0 _____%	=	\$	+	\$465,000	=	\$
Estimate Net Cost of Materials	\$618,000	x	+/-or 0 _____%	=	\$	+	\$618,000		\$

* Insert a percentage to be added/subtracted (Bidder shall circle the "+" or "-" Or "0") to the net cost of materials. Insert No more than 4 digits to the right of the decimal point. E.G. 1.2345

THREE (3) YEAR ESTIMATED CONTRACT PRICE – MATERIALS, COMPONENTS, AND SUBCONTRACTORS:

\$_____ (Sum of each item in the Three Year Total Estimated Materials, Components and Subcontractors Price column)

Carry-Over Three (3) Year Total Estimated Materials, Components and Subcontractors Price to Price Summary Sheet Line (F).

PRICE SUMMARY

DESCRIPTION	ESTIMATED THREE (3) YEAR PRICE
TOTAL ESTIMATED LABOR PRICE - YEAR ONE	\$ _____ (A)
TOTAL ESTIMATED LABOR PRICE - YEAR TWO	\$ _____ (B)
TOTAL ESTIMATED LABOR PRICE - YEAR THREE	\$ _____ (C)
THREE (3) YEAR TOTAL ESTIMATED VEHICLE AND EQUIPMENT PRICE	\$ _____ (D)
THREE (3) YEAR TOTAL ESTIMATED EMERGENCY SERVICES PRICE	\$ _____ (E)
THREE (3) YEAR ESTIMATED CONTRACT PRICE – MATERIALS, COMPONENTS & SUBCONTRACTORS	\$ _____ (F)
SWAC ALLOWANCE	<u>\$ 10,000.00</u> (G)
(See Part II – Contract Specific Information for Bidders)	
TOTAL ESTIMATED THREE-YEAR CONTRACT PRICE	\$ _____ (Sum of Items A through G above)

PRICES ARE FIRM FOR THE BASE TERM OF THE CONTRACT

PART V – SPECIFICATIONS, TABLE OF CONTENTS

1. **Specific Definitions** 3

2. **Work Required by the Specifications** 5

3. **Work Areas and Systems** 6

4. **Prevailing Wages** 7

5. **Staffing Requirements**..... 8

6. **Personnel Requirements** 9

7. **Training Requirements** 10

8. **Staffing Descriptions** 11

9. **Employees Uniforms and Appearance**..... 13

10. **Security Identification Display Area (SIDA)** 13

11. **US Customs and Border Protection (CBP) Bond Requirement**..... 14

12. **Maintenance Program**..... 14

13. **Protection and Damage** 15

14. **Emergency Services**..... 15

15. **Service Requests** 16

16. **Materials, Supplies and Equipment**..... 16

17. **Specialized Subcontractors**..... 17

18. **Operation and Maintenance Services of Architectural and Structural Systems** 18

19. **Custodial and Janitorial Services**..... 19

20. **Operation and Maintenance Services of HVAC and Ancillaries** 19

21. **Operation and Maintenance Services of the Plumbing Systems and Restrooms**..... 22

22. **Building Management System (BMS) Alarm Response**..... 23

23. **Fire Protection and Life Safety (FPLS) Systems and Equipment**..... 23

24. **Operation and Maintenance Services of Electrical Systems**..... 24

25. **Exclusions**..... 26

26. **Domestic Water Utilities** 26

27. **Cardboard Recycling Service** 27

28. **Trash Compactor Disposal and Service** 27

29. **Removal of Waste Generated by the Contractor**..... 27

30. **Contractor’s Vehicles and Equipment**..... 28

31.	Communication Equipment	28
32.	Space Provided to the Contractor	29
33.	Control of Access Items Provided to the Contractor	29
34.	Computerized Maintenance Management System (CMMS)	30
35.	CMMS Reports	31
36.	CMMS Inventories of Building Equipment and Stock	32
37.	Onsite Records	33
38.	Equipment Condition Assessment	33
39.	Operational Requirements	33
40.	Disruption to Utilities, Lighting, or Space Conditioning	34
41.	Disruptive or Hazardous Tools	34
42.	Emergency Shutdown Instructions and Shift Checklists	34
43.	Performance Review Meetings	34
44.	Building Management Support Services	34
45.	Inspection Assistance for Space Build-outs	35
46.	Customer Service Program	35
47.	Compliance with Federal, State, and Local Rules and Regulations	35
48.	Safety and Environmental Management	35
	ATTACHMENT A.....	40
	ATTACHMENT B.....	41

PART V – SPECIFICATIONS

1. Specific Definitions

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

- a. “Access Items” means physical keys, key FOBs, key cards, swipe cards, or any other similar device used to grant access to areas that are physically, electronically, magnetically or otherwise secured.
- b. “Architectural and Structural Systems” means all building structures, envelopes, building improvements and finishes, and site improvements (e.g. walkways, concrete work, etc.).
- c. “Building Management System” or “BMS” means a computer-based system installed in the Terminal that controls and monitors the Terminal’s heating, ventilation and air conditioning (HVAC) equipment and includes field devices for sensing conditions and controlling the HVAC equipment.
- d. “Building Systems” means the architectural, electrical, and mechanical systems that provide services for the operation of the Facility, including but not limited to, heating, air-conditioning, ventilating, plumbing, domestic water, sanitary, waste removal, fire protection, life-safety, drainage, monitoring and control systems (such as the BMS defined above).
- e. “Computerized Maintenance Management System” or “CMMS” means a computer-based system that records maintenance activities including task assignment, reporting, and control, for managing the Facility’s maintenance operations.
- f. “Consumable Components” means parts or components, including, but not limited to, oil, grease, belts, filters, ballasts, and lamps, that customarily require regular replacement rather than repair pursuant to a maintenance program and must be disposed of properly.
- g. “Equipment Condition Report” means a list describing the condition of the equipment throughout the Facility that may exist in the systems and equipment covered by these Specifications.
- h. “Facility” means various interior and exterior areas of the Terminal as more fully described in the section entitled “Work Areas and Systems.”
- i. “Fire Protection and Life Safety (FPLS) Systems” are systems and equipment installed in the building to (1) detect fire and products of combustion, (2) notify building occupants and emergency responders, (3) initiate smoke control and management systems (4) initiate fire suppression systems, (5) control or suppress fires and (6) facilitate or enhance emergency egress.

- j. “Manager” means the Manager, Physical Plant and Redevelopment Division – New Jersey Airports, Aviation Department of the Port Authority of New York and New Jersey or his or her designee.
- k. “Mechanic” means the personnel directly employed by the Contractor that alters, operates, repairs, maintains, and installs all components of the Facility and its Building Systems as directed by the Working Supervisor.
- l. “MEP” or “Mechanic Electrical and Plumbing” means the group of systems that specifically provide the mechanical, electrical, and plumbing services for the Facility.
- m. “Operations” means the continual process of using building equipment systems to accomplish their function, optimize building performance, and improve energy efficiency.
- n. “Predictive Maintenance” is a program of maintenance activities in which scheduling of maintenance derives from monitoring the operating condition, or changes in the operating condition, of equipment being maintained.
- o. “Preventive Maintenance Procedure” means a step by step process and scheduling mechanism established by the Contractor for an asset or piece of equipment, that addresses a singular maintenance aspect of the asset or equipment.
- p. “Scheduled Preventive Maintenance” means maintenance activities performed based on a fixed schedule or on equipment runtimes.
- q. “Repair” means restoring inoperative, dysfunctional or deteriorated equipment, systems, or materials to a fully functional, non-deteriorated state.
- r. “Service Manager” means the personnel directly employed by the Contractor that is responsible for all matters relating to the management, administration, and coordination of all services and personnel provided for in this Contract.
- s. “Service Request” means a report of an unacceptable maintenance condition requiring performance of unscheduled maintenance work within the time period specified in such request to avoid further degradation of the operation of the Facility and its occupants.
- t. “Terminal” means Terminal B located at Newark International Airport (EWR).
- u. “Work Order” or “WO” means an electronic record (and / or printed representations thereof) in the CMMS that documents the scheduling, assignment, and performance, of maintenance tasks at the Facility.
- v. “Working Supervisor” means the personnel directly employed by the Contractor that is responsible for the completion of maintenance activities at the Facility through the direct supervision of the Mechanic(s), the performance of maintenance activities equivalent to those performed by the Mechanic(s), and the performance of advanced

activities, including but not limited to, troubleshooting, retrofitting, rebuilding, and establishing procedures for new components and equipment.

2. Work Required by the Specifications

These Specifications relate to the performance of the operation and maintenance of the building systems, including but not limited to, labor, plant, structures, equipment, materials (including equipment and materials, if any, furnished by the Port Authority), and domestic water service, located at the Facility.

- a. The Contractor will operate and maintain the Facility and its Building Systems in a state of good repair and in a manner that is timely, safe, efficient, effective, economical, and satisfactory to the applicable standards of the Port Authority and the Manager as further defined herein.
- b. The Contractor will perform all Scheduled Preventative Maintenance tasks and all non-scheduled repair maintenance tasks including, emergency calls, at the Facility and on the building systems and equipment located at the Facility as further defined herein.
- c. The Contractor will provide services for the Facility including but not limited to those described in subsequent sections of this Specification, entitled “Domestic Water Utilities”, “Cardboard Recycling Service”, and “Trash Compactor Disposal and Service.”
- d. The Contractor will provide management, supervision, and labor and will be solely responsible for its employees including interviewing, hiring, training, airport security badging, parking, taxes, salaries, and disciplinary action.
- e. The Contractor will procure and maintain all materials, supplies, equipment, tools, consumables, and all other things necessary or proper and incidental, that are required to perform the Work required pursuant to this Contract.
- f. The Contractor will provide and maintain at least one (1) passenger vehicle, at least one (1) work vehicle, and at least one (1) scissor lift at the Facility, twenty-four (24) hours per day seven (7) days per week, for exclusive use by the Contractor’s personnel as more fully described in the section entitled “Contractor’s Vehicles and Equipment.” The Contractor will acquire the proper insurance and Airport permits for all Contractor vehicles that are operated by the Contractor and/or Contractor’s employees at the Site of Work. Note: Personal vehicles are not allowed access to the Air Operations Area (AOA).
- g. The Contractor will provide and maintain mobile communications equipment with email capabilities for the Service Manager, Working Supervisors, and Mechanics (as defined in the section entitled “Staffing Descriptions”) to maintain communications twenty-four (24) hours per day, seven (7) days per week with the Service Manager and / or the Port Authority at all times.

- h. The Contractor will provide and maintain a CMMS and the computer equipment and interfaces required to operate it. The Contractor will coordinate the full utilization of the CMMS in performing the Work required by this Contract including all data input, inventories, preventative maintenance schedules, Service Requests, tracking, work order management, and reports, as more fully described in the section entitled “Computerized Maintenance Management System (CMMS).”
- i. The Contractor will provide each of its employees, at no additional cost to the Port Authority, training as more fully described herein.

3. Work Areas and Systems

These Specifications relate to the specific areas of the Terminal described below and, except as otherwise noted, depicted in the exhibits (See Attachment A-Exhibits):

- The Main Terminal Building Level 1, Level 2, Level 3 (Gates Level), Level 4 (Mezzanine and MER Level), Level 5 (Roof), the Loading Dock and the Crawl Space. The Crawl Space is not depicted in the exhibits.
- The B2 Connector and Satellite Level 1, Level 3 (Gates Level), and Level 5 (Roof).

The exhibits consist of base drawings of the Facility with highlighted areas outlining specific areas and systems:

a. Architectural and Structural Systems

- See Attachment A-Exhibits titled Level 1, Level 3, and Mezzanine and MER Level Plan.
- The light blue highlights represent areas requiring maintenance of Architectural and Structural Systems. These areas include the swing gate, truck parking, loading dock, storage area, and stairwell on Level 1, the stairs ascending through Level 2 to Level 3, and a second stairwell ascending from Level 3 to the MER.

b. Mechanical Electrical and Plumbing Systems (MEP)

- See Attachment A-Exhibits titled MEP Maintenance Level 1, Level 2, Level 3, Mezzanine Level, and Roof Level.
- Refer to the “Area Color Key” on each page that identifies the highlight associated with Mechanical and Electrical systems and Mechanical Electrical Room (MER) locations.
- FPLS Systems maintenance and repairs, as specified by the Port Authority FPLS Inspection, Testing, and Maintenance (ITM) Manual and all other minimum code requirements that may be in effect from time to time, as further described in the section entitled “Fire Protection and Life Safety (FPLS) Systems and Equipment.”
- Electrical systems, equipment, fixtures, and re-lamping.

- HVAC systems and equipment, and related control and BMS where applicable.
- Plumbing systems, equipment, and fixtures including supply, sanitary sewer, and black pipe (gas) services.

The approximate work area square footages by system are:

- Architectural and Structural Systems 25,000 Sq. Ft.
- Electrical Systems 330,000 Sq. Ft.
- Mechanical Systems 430,000 Sq. Ft.

4. Prevailing Wages

The Contractor shall provide (and shall cause all subcontractors to pay or provide) to its Mechanics and Working Supervisors (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.

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 Mechanics and Working Supervisors as well as for the benefit of the Port Authority; and if the Contractor or any subcontractor shall pay or provide any Working Supervisor or Mechanic less than the rates of wages and supplements above described, such Working Supervisors 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 such Mechanics and Working Supervisors are 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 Mechanics and Working Supervisors 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 Mechanics and Working Supervisors 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 mechanics and working supervisors for the minimum hereinbefore described.

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

5. Staffing Requirements

All Contractor staff shall be assigned exclusively to the Facility. The Manager will notify the Contractor if, in the opinion of the Manager, any of the Contractor's personnel is performing Work unsatisfactorily. Upon receipt of such notice, the Contractor shall take all reasonable actions, which may include, but shall not be limited to, replacing or reassigning personnel unsatisfactorily performing under this Contract within twenty-four (24) hours, to ensure that performance of Work returns to a satisfactory level.

The Contractor must designate a minimum of one individual during each shift who shall have operational authority at the Site of Work while Work is being performed. Any individual so designated is to be classified as a Working Supervisor and may perform the functions of Mechanic and Working Supervisor concurrently. The Working Supervisor is responsible for the completion of all Work assigned during their scheduled shifts.

Terminal B is in operation twenty-four (24) hours per day, seven (7) days per week. Each twenty-four (24) hour day will be divided into three (3) eight (8) hour shifts:

Night ("A") Shift 11:00pm-7:30am	8 hours with a half hour unpaid meal break
Day ("B") Shift 7:00am-3:30pm	8 hours with a half hour unpaid meal break
Mid ("C") Shift 3:00pm-11:30pm	8 hours with a half hour unpaid meal break

The Contractor shall provide staffing as follows:

- a. One Service Manager Monday through Friday during the Day ("B") Shift.
- b. One Working Supervisor seven (7) days per week during each of the Night ("A"), Day ("B"), and Mid ("C") Shifts.
- c. One Mechanic seven (7) days per week during each of the Night ("A"), Day ("B"), and Mid ("C") Shifts.

All Contractor staff described above shall be assigned to this Contract on a full time basis to perform the Work required by this Contract. If Contractor requires additional staff to perform Work pursuant to this Contract in a timely manner and to the satisfaction of the Manager, Contractor shall submit such request to the Manager, in writing, for Manager's written approval prior to hiring any such additional staff.

All Contractor staff shall be responsible for recording their presence for each workday and must sign in when reporting for duty and sign out when leaving at the end of the workday.

When required, all of Contractor's personnel shall render assistance as directed by the

Manager.

No employee of the Contractor or any subcontractor performing services hereunder shall be permitted to work more than eight (8) hours per day unless no other employee or employees are available to perform the required services and the Contractor has obtained the Manager's prior approval to assign additional work time to a particular employee. If both such conditions are met and additional work time is assigned by the Contractor, the Contractor shall schedule the Work so as to ensure that no employee works more than sixteen (16) hours per day and no employee resumes Work less than eight (8) hours following extended hours or shifts.

No overtime beyond the standard work week for the Working Supervisors and Mechanic(s) shall be worked without the prior approval of the Manager.

Despite the foregoing limitation on work hours, in the event that the Manager determines that an emergency exists at the Facility requiring the utilization of all available employees of the Contractor and any subcontractors beyond the hours permitted herein, the Manager may require the Contractor to keep such employees at the Facility to assist the Manager for such time as the emergency is in effect.

6. Personnel Requirements

The Contractor shall furnish competent and adequately trained personnel, as described in the section entitled "Training Requirements," to perform the Work required herein. If, in the opinion of the Manager, any of the Contractor's personnel do not meet the personnel requirements for the position they hold, the Contractor shall replace that employee from working under this Contract, within twenty-four (24) hours following the Contractor's receipt of the Manager's request for such replacement.

- a. The Contractor's Service Manager shall have a minimum of five (5) years experience in facility and building management services, including management of maintenance activities for systems, equipment and components comparable to the systems, equipment and components found at the Facility which are to be maintained under this Contract
- b. The Working Supervisor must have a minimum of five (5) years experience operating and maintaining refrigeration equipment and building chilled water and secondary hot water distribution systems. The Working Supervisor must be a high school graduate or possess a recognized high school equivalency certificate and have a valid driver's license. The Working Supervisor must have knowledge sufficient to perform all Work involving plumbing, hot/cold water distribution, fire protection systems including wet, dry, pre-action, deluge, Aqueous Film-Forming Foam (AFFF) sprinkler and standpipe systems, pumps, air compressors, soldering, brazing and welding.

The Working Supervisor must possess the knowledge and skill to work on electrical systems safely and be qualified to adhere to the requirements of National Fire Protection Association 70e.

- c. The Mechanic must have a minimum of five (5) years experience in the operations and maintenance of building systems and general building structural maintenance. The Mechanic must be a high school graduate or possess a recognized high school equivalency certificate, and have a valid driver's license.

The Mechanic must possess the knowledge and skill to work on electrical systems safely and be qualified to adhere to the requirements of National Fire Protection Association 70e.

All Contractor employees performing HVAC services requiring the handling of refrigerants, including the transportation, recovery, recycling and servicing of refrigeration systems, must possess a valid Environmental Protection Agency (EPA) Section 608 Universal Certification/card. The Contractor shall present such certification/card directly to the Manager upon commencement of the Contract. See section entitled "Safety and Environmental Management", subsection entitled "REFRIGERANT CONTROL AND CERTIFICATION" for additional requirements.

Any employee assigned to operate any piece of equipment hereunder shall be fully credentialed, trained and competent to operate such equipment effectively and safely. No untrained staff shall operate any equipment.

The Contractor must supply trained and qualified personnel for the relief of all personnel normally assigned to the Contract at no additional cost to the Port Authority.

The Contractor shall submit to the Manager within ten (10) days after notice of Contract award, a list of all employees they propose to employ under this Contract. The list shall include the following for each such proposed employee: name, address, work classification, all licenses possessed, whether the training requirements in the following section entitled "Training Requirements" have been met, a brief outline of qualifications and experience and/or past employment history, shift to be worked, and any other data that the Manager may require. Along with such submittal, the Contractor shall submit a certification that each employee is qualified to perform all his/her anticipated duties under this Contract and meets all the requirements provided for in the Specifications for his/her work classification. Once the Manager approves the list of workers, no personnel change may be made without his/her approval.

The Contractor shall notify the Manager in writing of all proposed changes, moves, or modifications to the Contractor's personnel employed at the Facility.

7. Training Requirements

Prior to commencement of any Work, the Contractor shall provide verification that the Working Supervisors and Mechanics provided under this Contract, as described in the section entitled "Staffing Requirements" of this Specification, have successfully fulfilled the training requirements described in this section, entitled "Training Requirements." Any Working Supervisors and /or Mechanics that cannot verify that they successfully completed

the training required pursuant to the regulations listed below will not be permitted to perform Work at the Facility:

- Fall Protection (29 CFR §1926.502)
- Lockout /Tagout (29 CFR §1910.147)
- CFC Universal Technicians Certification (40 CFR Part 82 §82.161)
- OSHA 10 Outreach Training Program for the Construction Industry

The Working Supervisors and Mechanics must also meet the following additional training requirements:

- a. Asbestos Awareness Training - The Contractor must ensure that all employees, including replacement workers, receive asbestos training and refresher training in accordance with 40 CFR §763.92 and 29 CFR §1910.1001(j)(7). The Contractor must follow all instructions for each asbestos class job as outlined in 29 CFR 1910.1001. The training shall be conducted at no additional expense to the Port Authority.
- b. EWR AIRTRAIN Safety Certification - The Contractor must ensure that all employees, including replacement workers, receive EWR AIRTRAIN Safety Certification as provided on a monthly basis by the Port Authority's AirTrain contractor, or as necessary.

8. Staffing Descriptions

The following general descriptions of each worker classification are intended to outline the duties of each such classification. They are not intended to fully describe all duties to be performed by workers of each classification.

a. Service Manager

The Contractor shall provide a service manager (the "Service Manager"), to be approved by the Manager, whose presence at the Facility is required between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday, excluding Port Authority Holidays, and who must be available at all other hours or days, as may be required or approved by the Manager. The Service Manager must be reachable via telephone or email at all times, seven (7) days per week, including all Holidays.

The Service Manager shall be responsible for all matters relating to the Contractor's management, administration and coordination of all services provided for in this Contract. The Service Manager shall be available, at the times specified above, to the Manager for the purpose of promptly attending to and complying with orders, and directions, whether written or oral, concerning the performance of the Work.

The Service Manager shall be responsible for the use and operation of a CMMS for originating and processing maintenance work orders for scheduling preventative, routine, maintenance activities and responding to unscheduled, corrective, and emergency repairs.

The Service Manager's duties include, but shall not be limited to, the following:

- a. developing appropriate preventative maintenance routines for proper maintenance of the systems required to be maintained under this Contract.
- b. implementing all requests from the Manager for maintenance of the systems, equipment and components included in this Contract.
- c. supervising the Contractor's personnel on site.
- d. coordinating the response of the Contractor's staff so as to ensure the prompt and efficient performance of repairs and services required under this Contract.
- e. coordinating the activities for which Contractor's personnel are responsible under this Contract, including, but not limited to, operating, inspecting, maintaining or repairing the systems, equipment and components of the Facility.
- f. coordinating with the Manager to monitor the performance of Contractor personnel and procedures and to record and file such evidence of the inspection, maintenance and repair of such systems, equipment and components at the Facility as is required by this Contract.
- g. attending monthly (or more frequent) meetings with the Manager and conducting and/or coordinating periodic inspections with the Port Authority.
- h. carrying out policies and procedures concerning safety and work methods.
- i. ensuring that the on-site staff conforms to all applicable laws, ordinances, codes, and regulations.
- j. handling any and all problems that might arise in the performance of the Work.

b. Working Supervisor

Under the general supervision of the Service Manager, the Working Supervisor makes alterations, operates, repairs, maintains, rebuilds, and installs new parts on heating systems, ventilation systems, refrigeration systems, air conditioning systems, air handling systems, fire protection systems and various other utility systems, including the auxiliary equipment, pneumatic and electrical controls, gauges, meters, alarms, instruments, and devices.

The Working Supervisor troubleshoots, tests and diagnoses problems in a variety of Building Systems and is responsible for the security and satisfactory operation of the Facility.

The Working Supervisor is responsible for the direct supervision of the Mechanic(s) and the completion of all Work assigned during their scheduled shifts.

The Working Supervisor must have knowledge of the hazards of electricity and be appropriately qualified to work on electrical systems safely as stated above in "Personnel Requirements."

c. Mechanic

Under the general supervision of the Service Manager, the Mechanic makes alterations, operates, repairs, maintains, and installs all components of the facility structural, architectural, HVAC, plumbing, mechanical, electrical, and fire protection systems, as directed by the Working Supervisor.

The Mechanic must have knowledge of the hazards of electricity and be appropriately qualified to work on electrical systems safely as stated in "Personnel Requirements."

9. Employees Uniforms and Appearance

The Contractor shall provide for its personnel all necessary distinctive uniforms and picture identification badges and woven identification insignia of a type and style which shall be subject to the prior and continuing approval of the Manager and the Contractor's employees shall wear these uniforms and picture identification badges and insignia at all times when performing the operations hereunder.

Employees without proper picture identification shall not be permitted to work. The Contractor shall be responsible to ensure that its employees are wearing proper shoes for the tasks being performed.

The Contract Administrator shall have the right to require removal of any 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.

10. Security Identification Display Area (SIDA)

Not less than thirty (30) days prior to the start of Work hereunder, the Contractor shall submit to the Port Authority a completed typewritten Newark Liberty International Airport (EWR) Air Operations Area (AOA) Security Identification Display Area (SIDA) card application for each of its employees to be performing services under this Contract. No Service Manager, Working Supervisor, or Mechanic, subcontractor or employee thereof performing any of the Work at the Facility will be permitted to perform any of the work unless such personnel have been approved, in advance, by the Port Authority upon the Contractor's successful completion of a fingerprint clearance and background check for the immediate past consecutive ten (10) years for such personnel, and until such personnel have attended a three hour SIDA class given by the Port Authority at the Facility. The cost of the attendance by the Contractor's personnel at the SIDA class as described herein, shall be borne by the Contractor as an included cost and shall not be separately billable hereunder.

Contractors contracted by the Port Authority to perform contractual services at EWR must have security identification badges. At the time of contract award, the Contractor must submit a corporate package (company I.D. request package) to the Port Authority Security I.D. Office at Newark Liberty International Airport. The Contractor must designate a Company Issuing Officer(s) who will be responsible for processing all Security I.D. applications. Issuing Officer(s) must attend an Issuing Officer training session conducted by the Port Authority Security I.D. Office prior to being certified as an Issuing Officer and on an annual basis. Employee attendance for this necessary training is the responsibility of the Contractor. All costs associated with such training shall be the responsibility of the

Contractor. This training shall be required annually.

I.D. applicants must successfully undergo a Criminal History Records Check (CHRC) and Transportation Security Administration (TSA) Security Threat Assessment (STA) in order to obtain an I.D. card. Applicants who do not meet the CHRC and STA requirements will not be eligible to work at Newark Liberty International Airport on this contract. There is a fingerprinting fee, please consult the ID Office for the fingerprinting fee amount.

Applicants must:

- Complete the Port Authority Security I.D. Application form (PA 3253) 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 and Port Authority Driver Training class if necessary.
- Clear (CHRC) fingerprint background check and STA.
- Provide two forms of identification.

*****The CHRC takes an average of two weeks for approval. Therefore, we urge applicants to submit their applications as soon as possible. The Manager will provide the Security I.D. Application form (PA 3253)***

It will be the Contractor's responsibility to capture 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 any other Port Authority contract as well as subject the Contractor to administrative fees.

The Port Authority may impose, increase, and/or upgrade security requirements of the Contractor and its staff (as well as subcontractors) during the term of the Contract to address changing security conditions and/or new governmental regulations.

A detailed description of the Issuing Officer's responsibilities can be obtained upon request, from the Port Authority Security I.D. office at Newark Liberty International Airport.

11. US Customs and Border Protection (CBP) Bond Requirement

The Contractor must comply with the requirements set forth in 19 C.F.R. §§ 122.181 – 122.189 (Access to Secure Customs Areas), as may be amended. The Contractor shall be responsible for any and all fees associated with obtaining, maintaining, and renewing Customs access seals for its personnel.

Any questions regarding the regulations should be referred to the Supervisory Customs Inspector at the International Arrivals Facility, Newark Liberty International Airport, telephone number: (973) 565-8000, extension 6581.

12. Maintenance Program

The Contractor is responsible for establishing an effective maintenance program utilizing a

PART V – SPECIFICATIONS

**Part V-14
Revised 9/22/14**

CMMS for scheduling and performing Scheduled Preventive Maintenance on all Building Systems and equipment requiring a Preventive Maintenance Procedure covered under the scope of this Contract.

a. GENERAL

The maintenance program and CMMS, including the list of items receiving a Preventive Maintenance Procedure as well as the specific maintenance standard or guide describing the Preventive Maintenance Procedure and frequency, is to be submitted to the Manager for approval within the first thirty (30) days of the commencement of the Contract.

b. MAINTENANCE STANDARD

As part of the Contractor's established system for scheduling and performing Scheduled Preventive Maintenance, the Contractor must propose to the Manager, for the Manager's approval, preventive or predictive maintenance standards or guides for each piece of equipment requiring a Preventive Maintenance Procedure. At a minimum, the preventive or predictive maintenance standards or guides proposed by the Contractor must be based on the equipment manufacturer's recommended preventive maintenance procedures and frequencies. The Contractor shall propose Preventive or predictive Maintenance standards for all building equipment that meets the following equipment characteristics criteria:

- i. The equipment normally requires periodic replacement of Consumable Components.
- ii. The equipment normally requires periodic or occasional cleaning.
- iii. The equipment has moving parts.
- iv. The equipment is prone to failure before obsolescence of the system it serves.
- v. The equipment is of a type itemized in the International Electrical Testing Association (NETA), Maintenance Testing Specifications.
- vi. The equipment requires maintenance as specified in the PA FPLS ITM Manual (see section entitled "Fire Protection and Life Safety (FPLS) Systems and Equipment" and in accordance with all other minimum code requirements that may be in effect from time to time.
- vii. The equipment requires maintenance in accordance with any other provision of this Contract.

13. Protection and Damage

The Contractor must make reasonable efforts to prevent hazardous conditions and property damage and to maintain security. The Contractor must promptly report such conditions or activities to the Manager. The Contractor must protect property, buildings, materials, equipment, supplies, records, and data within the Contractor's control against unauthorized access, loss, or damage.

The Contractor must establish a system for its personnel performing Work pursuant to this Contract to report hazardous and/or potentially hazardous conditions at the Facility to the Manager. The Contractor must provide reasonable assistance to security or emergency response personnel as needed.

14. Emergency Services

The Contractor shall furnish emergency service at the Facility within two (2) hours after the

Manager's request for such emergency services. The Contractor shall be available to provide emergency service 24-hours a day, 7 days a week, including all holidays.

The Contractor's compensation for emergency service shall be deemed included as specified by the Contractor in the relevant section of Part IV entitled "Pricing Sheets."

The Contractor shall provide the Manager with the name, telephone number, and alternate telephone numbers for at least four (4) employees listed in order of priority to assure definite contact when emergency services are needed. Any change in the names or telephone numbers referred to in this paragraph shall be communicated to the Manager in writing as soon as possible after the Contractor becomes aware of such change but in no event shall such notification be more than twelve (12) hours after such change.

15. Service Requests

The Contractor shall respond to and complete all Service Requests made by the Manager or other Port Authority personnel.

When performing Work pursuant to a Service Request, the Contractor shall initiate corrective actions to restore the unacceptable condition to a satisfactory state. The Contractor shall identify repair requirements, if any, that will permanently correct the unacceptable condition in accordance with the provisions of this Contract. The Contractor shall document the Service Request in CMMS including a written account of the incident and the costs incurred to remediate the unacceptable condition. If a permanent correction has been identified, the written account should also include the repair requirements and estimated project cost associated with implementing the permanent correction.

16. Materials, Supplies and Equipment

The Contractor shall provide all materials, supplies, equipment, parts, and components necessary to perform the Work required by this Contract. The Port Authority may, in its sole discretion reimburse the Contractor for such materials, supplies, equipment, parts, and components. All items that the Port Authority reimburses the Contractor for shall become the property of the Port Authority.

The Contractor shall provide, at the Contractor's expense, all small hand tools of approximately one hundred (\$100) dollar value or less that are typically required to fulfill the outlined maintenance requirements.

The Contractor shall stock commonly used items and have a network of suppliers that will deliver ordered items without any delay. The Contractor shall store stock items in a safe and secure location at the Facility. The Manager shall have the right to monitor and alter the quality and quantity of stock items used by the Contractor.

The Manager may require the replacement of materials, supplies, equipment, parts, and components with items from the same manufacturer to maintain consistency throughout the building. Materials and parts that are visible to building occupants must conform to all applicable building standards and maintain the same appearance as similar materials and

parts in the occupied space. The Manager shall have the right to direct the Contractor to discontinue the use of any materials, supplies, equipment, parts, or components that the Manager determines to be inappropriate for the purposes of this Contract.

The risk of loss or damage to any materials, tools and equipment of the Contractor shall be borne by the Contractor.

a. **QUALITY**

All materials, supplies, equipment, parts, and components, must be of a similar or better quality than the item replaced and must be appropriate for the repair of the given equipment or system.

- Replacement of control systems components must maintain the tie-in to the control system with no degradation of data throughput, memory, point capacity, data acquisition, or programmability.
- Replacement of energy consuming items must be with Energy Star-rated equipment if available and when there is no engineering or operational reason not to select an Energy Star product.
- Replacement of motors must be with premium efficiency as defined by the National Electrical Manufacturers Association (NEMA) MG-1 standard or in compliance with local utility guide demand-side management rebate guidelines.
- Replacement transformers must be with NEMA-rated class one efficiency transformers in accordance with the NEMA TP-1 standard.
- Replacement of variable frequency drives must be done in accordance with recommendations found in NEMA, Application Guide for AC Adjustable Speed Drive Systems.

b. **WARRANTIES**

The Contractor must contact installers or manufacturers, as appropriate, for work that is covered under a warranty, and maintain records of warranty service. The Contractor must avoid actions that would invalidate a warranty, unless authorized in writing by the Manager. If an installer or manufacturer fails to comply with the terms of a warranty, the Contractor must immediately notify the Manager.

17. Specialized Subcontractors

The intent of this Contract is to maintain the Terminal in a state of good repair using the Contractor's personnel. The Port Authority recognizes that occasionally there are certain specialized repairs and services that require specific licensing, certifications, or skill-sets and equipment that are beyond the means of the Contractor, including but not limited to, fire alarm testing, motor and flywheel balancing, and waste hauling.

If the Contractor identifies a repair or service that the Contractor believes must be performed by a specialized subcontractor to meet the requirements of this Specification, then the Contractor must demonstrate to the satisfaction of the Manager that the selected subcontractor is appropriately trained and qualified to perform the work and that the

subcontractor's costs are reasonable and customary.

The Contractor must provide written justification, that includes a cost estimate, of the need to use a subcontractor to the Manager. The Manager must provide written approval of the subcontractor and the compensation to be paid to the subcontractor before any work may be performed by the subcontractor.

The compensation to the Contractor for the work required by this clause shall be the cost to the Contractor, as approved by the Manager, plus a five percent (5%) markup of such cost for supervision and oversight of the subcontractor by the Contractor.

18. Operation and Maintenance Services of Architectural and Structural Systems

The Contractor shall furnish and supply all labor, supervision, administration, tools, equipment, and materials, except as may be provided otherwise herein, necessary or proper for the general maintenance and repair of the Facility.

The Contractor shall perform the following functions, procedures, tests and duties as may be required for the proper functioning of the Facility and as directed by the Manager:

- a. Maintain and repair doors including, but not limited to, hollow metal doors, glass entrance doors, aluminum doors, rolling wire mesh and aluminum roll-up doors.
- b. Repair and/or replace defective door hardware, including but not limited to door hinges and closers.
- c. Remove and replace defective (as determined by the Manager) ceramic and resilient flooring materials, including vinyl, quarry, and mosaic tile. All carpet tile repairs and broadloom repairs of a "minor" nature, as determined by the Manager, shall be made by the Contractor.
- d. Repair and maintain all covered, painted and tiled wall surfaces.
- e. Refinish interior surfaces, and repaint mechanical and electrical equipment, piping, and surfaces, all as required.
- f. Maintain ceiling systems, including but not limited to, the repair and/or replacement of sheetrock, metal tiles, popcorn ceilings, and acoustical ceiling materials, such as ceiling tiles, grid work and hangers.
- g. Maintain and repair all roof drains, expansion joints, gutters, down spouts, scupper drains and skylights. Periodically remove debris and snake all drains to ensure that drains remain functional.
- h. Maintain and repair all roofing systems inclusive of, waterproofing and weatherproofing items. Provide additional waterseal / caulk in the immediate vicinity of penetrations through the roofing material.
- i. Repair dents, scratches, and breakage affecting all aluminum surfaces, soffits, covers and trim.
- j. Repair and maintain all miscellaneous metals, including handrails, stairways, protective guards, and wood trim.
- k. Maintain and repair all miscellaneous and ornamental metal items, including architectural expansion joints covers, chain link fences, steel ladders, deck drains,

aluminum louvers, grilles and panels, guard rails, corner guards, crash barriers, fascias, soffits, and skirt panels.

- l. Maintain and repair all stairways, including masonry stair treads, risers and landings.
- m. Maintain and repair all gypsum board and other non-structural walls.
- n. Identify fire rated walls, and repair penetrations through these walls to maintain the required integrity.
- o. Repair miscellaneous concrete items such as columns, decks, driveways, loading docks, and walkways due to deterioration, as required.
- p. Repair masonry, including brick, concrete block and granite block.
- q. Erection of barriers or otherwise securing of areas of the Facility or within any of the buildings or structures on the Facility as required to ensure the safety of the Contractor's employees, the Port Authority's employees, agents, consultants or others at the site.
- r. Assist Port Authority employees, agents, consultants or others engaged in maintenance, engineering, or other activities at the Facility.
- s. Set up holiday and special event displays, signs and posters furnished by the Port Authority, as directed by the Manager.
- t. Remove snow and/or ice from the Facility access areas as necessary or as directed by the Manager.
- u. Such other general maintenance duties as directed by the Manager and services for the Terminal, including but not limited to those described in subsequent sections of this Specification, entitled "Domestic Water Utilities," "Cardboard Recycling Service," and "Trash Compactor Disposal and Service."

19. Custodial and Janitorial Services

The Contractor shall perform a variety of housekeeping and grounds keeping as directed by the Manager. Typical duties include, but are not limited to the following:

- a. Sweeping, mopping, and cleaning of office areas and restroom facilities or other areas.
- b. Emptying trash receptacles, glass cleaning, miscellaneous grounds keeping, and miscellaneous snow removal as directed.
- c. Using and operating a variety of housekeeping, cleaning machines such as powered scrubbing/buffing/vacuum machines.
- d. Moving light office furnishings and supplies.

20. Operation and Maintenance Services of HVAC and Ancillaries

The Contractor shall furnish and supply all labor, supervision, administration, tools, equipment, and materials, except as may be provided otherwise herein, that are necessary or proper for the efficient operation and maintenance of the heating, ventilation and air conditioning systems, and their ancillary subsystems.

A list of the main Air Handling Units (AHUs) and a unit zoning plan is included in Attachment B for informational purposes. The Contractor shall update the list and provide an inventory of all HVAC assets as part of this scope.

The Contractor shall perform the following functions, procedures, tests, inspections and duties and operations at least one (1) time during each eight (8) hour shift, or more or less frequently if directed by the Manager:

- a. Inspect all operations in mechanical and electrical rooms, and other areas as may be directed by the Manager.
- b. Review and record faults as notified by the Building Management System, and propose remedial actions for approval by the Manager and take action as directed by the Manager.
- c. Record operating parameter conditions, including system pressure and temperature, for the following equipment items at a minimum: compressed air system, domestic hot water system, heating hot water system, chilled water system, fire protection systems and plumbing systems.
- d. Check all circulating pumps for proper operation and leaks. Perform operating maintenance as directed and request non-routine maintenance for unusual conditions.
- e. Perform general housekeeping of mechanical equipment rooms, electrical rooms and other equipment and storage areas as may be directed by the Manager.
- f. Inspect the operation of main air handling units, observe and record bearing noise, vibration, water or lubricant leaks or other unusual conditions and request necessary repair maintenance as necessary. Check piping for leaks, vibration, operating levels, pressure and temperatures and the proper operation of safety devices. Blow down air receivers and air coolers.
- g. Check the Facility compressed air system oil pressures and oil levels and system piping for leaks and other defects and request corrective maintenance for deficient conditions.

The Contractor shall perform the following functions and such other related procedures, tests, inspections and duties as necessary for the proper operation of the heating, ventilation and air conditioning system:

- a. Adhere to operating requirements specified and such additional operating requirements as may be directed by the Manager during the term of this Contract to meet or exceed current New Jersey State requirements to maintain the safe and efficient operation of the Facility, extend its useful life and comply with the recommendation of the manufacturer.
- b. Operate and maintain all life safety systems including, but not limited to, smoke damper, fire smoke dampers, fire dampers that are shared with the FPLS system, in accordance with the inspection, testing, and maintenance of fire protection and life safety systems as specified in the PA FPLS ITM Manual (see section entitled "Fire Protection and Life Safety (FPLS) Systems and Equipment") and in accordance with all other minimum code requirements that may be in effect from time to time.
- c. Operate and maintain the Automatic Temperature Control System, that communicates with the BMS, including but not limited to actuators, dampers, pressure sensors, and transmitters.
- d. Operate and maintain all heating, ventilating and air conditioning systems including the following:

- i. Main and Local AHUs, including all fans, coils, filters, automatic temperature controls (electronic and pneumatic), control valves, variable frequency drives and dampers. Check and record all pressure drops across all air filters as required.
- ii. Air filters are to be replaced during the first two (2) weeks of the month as follows:
 - First stage filters (Pre air filters) shall be replaced eight (8) times a year in the months of January, March, April, May, July, September, October, and November.
 - Second stage filters shall be replaced twice a year and during the months of March and September.
 - Charcoal filters and dusting filters are to be replaced once a year in the month of March.
- iii. Cooling and heating coils. Monitor dirt build up on coils and, carefully, clean fins and ensure condensate drainage is free flowing.
- iv. All axial, vaneaxial, plenum, centrifugal and propeller fans and inertial and vibration isolation equipment and structural support connections for all HVAC systems and equipment. Regularly grease bearings and moving parts, adjust belt tensioners and replace belts to maintain consistent operation.
- v. Pumps and hydronic equipment, including, but not limited to: drives, belts, strainers, check valves, isolation valves, etc.
- vi. Heat exchangers and associated appurtenances.
- vii. Direct Expansion split system condensers, condensing units and evaporator coils. Regularly inspect site glasses, refrigerant temperatures and pressures, and check for refrigerant leaks. Refill refrigerant charge as necessary and report frequent refills to the manager. Monitor dirt build up on outdoor coils and carefully clean fins.
- viii. Local units such as heating and ventilating fan units, cabinet and unit heaters, finned tube radiators, VAV boxes (shut-off, fan assisted and induction).
- ix. Hydronic piping including expansion joints, piping supports, temperature, pressure and flow indicating devices, all air vent, gate, globe, check and solenoid valves.
- x. All rigid and flexible ductwork including intake and exhaust air grilles and louvers and bird-screens, motorized, manual, fire and gravity dampers.
- e. Operate, maintain, and repair ancillary equipment, and the Facility heating and cooling systems. Be available to respond and correct HVAC complaints generated by tenants and/or the Manager.
- f. Check all pumps for proper operation, adjust packing glands, and rebuild pumps as required.
- g. Note and correct any unusual item; notify the Manager, as required.
- h. Inspect the operation of local air handling units, ventilation and exhaust fans units and cabinet heaters, air curtains, unitary air conditioners; observe and record bearing noise, vibration, water or lubricant leaks or other unusual conditions and request necessary repair maintenance as necessary.

21. Operation and Maintenance Services of the Plumbing Systems and Restrooms

The Contractor shall furnish and supply all labor, supervision, administration, tools, equipment, and materials, except as may be provided otherwise herein, necessary or proper for the operation and maintenance of the plumbing systems.

The Contractor shall perform the following functions procedures, tests, inspections and duties as necessary for the proper operation of the plumbing system.

Operate and maintain all plumbing systems and ancillary equipment, including:

- a. Inspect the condition of all plumbing fixtures and devices and record any deficiencies, including leaks, drainage obstructions or other unusual conditions and notify the Manager of the need for corrective maintenance measures.
- b. Sanitary drainage and venting systems, including all sewage ejectors and sump pump assemblies and pits.
- c. Storm drainage systems, which convey storm water from roof drains, area and trench drains, terrace drains, various sumps, plenum drains, oil interceptors for the drainage system and all related pumping equipment.
- d. Domestic cold water distribution systems with connections to all fixtures and equipment requiring cold water and including water service connections, house pumps and water heaters, and plumbing fixtures.
- e. Domestic hot water distribution systems with connections to all fixtures and equipment requiring hot water, including water heaters, exhaust ducting and breaching, etc.; and various domestic hot water recirculation systems, complete with hot water circulating pumps, balancing rigs, etc.
- f. Waste oil and lubricant storage tanks including grease traps, Thermaco Big Dipper ® automatic grease trap that services the food court sanitary line, related pumping equipment, collection pits, grating, strainers, valves, gauges, piping and hose connections and miscellaneous equipment.
- g. Complete gas distribution system from the facility gas meter, including the connections to all gas fixtures and equipment, gas service connections, gas metering equipment and boiler accessories.
- h. Maintain current chart showing the location of all gas shutoff valves.
- i. Perform all plumbing repairs as directed by the Manager or the Service Manager, including repairs required in all restrooms, toilet, and urinal areas.
- j. Maintain current chart showing the location of all plumbing shutoff valves.
- k. Maintain and repair plumbing systems and keep functional to the point of service delivery. Ensure all system drains, including storm drainage and roof drains, remain clear and unobstructed.
- l. Clear toilet and sink blockages, as necessary, and as observed by contractor staff during the performance of their routine duties or as requested by the Manager through service request procedures.
- m. Perform any necessary steps to prevent odors emitting from drains or other plumbing systems into occupied space, to include keeping water in traps as appropriate, either by maintenance of trap primers or addition of liquid to maintain seal.

- n. Maintain and repair the dispensers for toilet tissue and sanitary napkins as well as the disposals for sanitary napkins.

22. Building Management System (BMS) Alarm Response

The Contractor must monitor and operate the Building Management Systems (BMS) using qualified personnel. BMS alarms must be treated as service requests and responded to accordingly. Repetitive or associated alarms may be treated in the aggregate and tracked under the work order system established in the CMMS. Communications for alarms set up for remote notification must be tested on a recurring basis.

The Contractor shall perform the following functions procedures, tests, inspections and duties as necessary for the proper operation of the BMS:

- a. Verify operation and calibration of hardwired safety controls, such as high and low pressure, fire alarm shut down and other safety relays.
- b. Verify operation and calibration of BMS sensors including room and system temperature, pressure, relative humidity, enthalpy, air flow measurement devices and CO₂ sensors.
- c. Adjust system level and room level set-points to ensure comfortable, efficient operation of HVAC systems.
- d. Review and investigate communication / low voltage faults in the BMS system.

23. Fire Protection and Life Safety (FPLS) Systems and Equipment

All fire protection and life safety (FPLS) systems and equipment specified in this Contract, as shown on the exhibits in Attachment A, must be kept fully functional at all times, except for limited periods for maintenance with the Manager's approval.

Where a required fire protection and life safety system is out of service, the EWR Fire Marshall shall be notified immediately and, where required, the building shall either be evacuated or an approved fire watch shall be provided for, by the Contractor, for all occupants left unprotected by the shutdown until the fire protection system has been returned to service. Where utilized, the fire watch personnel provided by the Contractor shall be provided with at least one approved means for notifying the fire department. Their two sole responsibilities shall be to perform constant patrols of the protected premises and keep watch for fires.

The Contractor shall maintain all FPLS systems and equipment as specified by the most recently revised November 5, 2012 Port Authority manual titled, "Inspection, Testing, and Maintenance Requirements for Fire Protection and Life Safety Systems," commonly referred to as the "ITM Manual," or any future revisions, and must remain in accordance with all other minimum code requirements that may be in effect from time to time.

Installed FPLS equipment includes, but is not limited to, the following:

- a. Fire alarm system including heat and smoke detectors, duct smoke detectors, strobes, speakers, horns, data Gathering Panels, annunciators.
- b. Public address / Voice Evacuation system.
- c. Connections from fire alarm system to systems including, but not limited to, sprinkler, security and BMS / Automatic temperature control systems, elevators, jetways, baggage systems and any other system.

- d. Concealed, exposed and recessed sprinkler heads and pipework
- e. Fire hose reels and standpipes.
- f. Monitored sprinkler zone isolation valves and flow switches, and their linkages to the building fire alarm system.
- g. Wet, pre-action and dry sprinkler systems.
- h. Foam based system.

The updated ITM Manual may be viewed at the Port Authority Website:

<http://www.panynj.gov/about/pdf/ITM-Manual.pdf>

24. Operation and Maintenance Services of Electrical Systems

The Contractor, or its authorized subcontractor as approved by the Port Authority, is to have a class A electrician licensed by the State of New Jersey, perform all non-routine electrical work, including but not limited to, new installations, fit-out-work, and major component replacements such as distribution panels, transformers, etc. Basic electrical repairs must be performed by the Contractor's qualified personnel.

A list of the main electrical equipment and a unit zoning plan is included in Attachment B. The Contractor shall update this, providing an inventory of all electrical equipment assets as part of this scope of work.

The Contractor shall furnish and supply all labor, supervision, administration, tools, equipment and materials, except as may be provided otherwise herein, necessary or proper for the operation and maintenance of the electrical system.

The Contractor is responsible for the operation and maintenance of all electrical equipment in their area of responsibility such as public areas, common areas, and mechanical equipment rooms, including fans, pumps, Motor Controller Circuit (MCC) boards, transformers, panels, lights, ballasts, lamps, illuminated signs, receptacles, and switches.

The Contractor shall perform the following functions, procedures, tests, inspections and duties as required for the proper operation of the electrical systems as specified in the PA FPLS ITM Manual (see section entitled "Fire Protection and Life Safety (FPLS) Systems and Equipment") and in the International Electrical Testing Association (NETA):

- a. Operate and maintain the Facility electrical power distribution system, including main electrical service components, items of equipment and sub-systems.
 - i. Operate and maintain transformers including, but not limited to, the following activities:
 - Inspect all components for cleanliness, clearances, proper air flow, and moisture.
 - Inspect all components for corrosion, signs of overheating/wear/damage and integrity.
 - Perform insulation/winding resistance tests.
 - Perform power factor tests.
 - If present, test cooling fan operation and thermostats.

- If present, test surge arrestors.
 - Perform transformer turns ratio tests.
 - Calculate polarization index.
 - Perform over-potential tests.
 - Perform excitation current tests.
- ii. Operate and maintain electrical switchboards including, but not limited to, the following activities:
- Check for alarms, unusual noises/odors, system alarms, required area clearances.
 - Inspect all components for cleanliness, corrosion, signs of overheating/wear, condensation and integrity.
 - Check electrical connection with low resistance ohmmeter or by IR (Infra-Red) scanning.
 - Verify meter operation.
 - Perform visual and mechanical inspection of instrument and control power transformers.
 - Verify operation of switchboard heaters and their controllers.
 - Verify that fuse and/or circuit breaker sizes and types correspond to drawings and coordination study as well as to the circuit breaker's address for microprocessor-communication packages.
 - Circuit breaker Inspection and Secondary Injection Testing
 - Perform system function tests.
- iii. Operate and maintain electrical panels including, but not limited to, the following activities:
- Maintain labeling program that identifies added or modified circuits.
 - Check for unusual noises/odors, and required area clearances.
 - Inspect all components for cleanliness, corrosion, signs of overheating/wear, condensation and integrity.
 - Check electrical connection with low resistance ohmmeter or by IR scanning.
 - Verify meter operation (if present).
 - Perform ground-resistance tests.
 - Verify that fuse and/or circuit breaker sizes and types correspond to drawings and coordination study.
 - Circuit breaker/switch Inspection/operation.
- b. Operate the Facility lightning systems to provide required illumination and conserve electricity during non-business hours.
- c. Spot re-lamp, re-ballast or perform emergency lighting repairs as directed by the Manager excluding the elevator and escalator motor rooms.
- d. Maintain, repair or replace all electric motors, Variable Frequency Drives (VFDs) and controllers for the following: heating, ventilating and air conditioning systems, fire pumps, domestic water pumps, mechanical systems, miscellaneous motors.

This includes HVAC and FPLS components located in elevator and escalator motor rooms that are not directly related to vertical circulation, but that provide services to areas and equipment external to the motor rooms.

- e. Maintain, repair or replace all duct reheat and controls.
- f. Maintain, repair or replace miscellaneous systems, including but not limited to illuminated sign and directory cabinets, lighting protectors, and all miscellaneous electrical systems.

The Contractor shall not be required to maintain the Facility's Main Electrical Service Entrance Switch Gear systems located in the Facility Substation, which will be maintained by the Port Authority. Such equipment includes all electrical service entrance switchgear, transformers, and buss to EWR Terminal B.

25. Exclusions

The Contractor is not responsible for the maintenance and operation of the systems and services listed below but may be required to provide power distribution and ancillary support services. Additional systems and services may be added to the following list of exclusions from time to time:

- a. Automated Doors;
- b. High Bay Lighting;
- c. Vertical Circulation (elevator and escalator equipment and motor room lighting)
- d. Terrazzo floor cleaning and general cleaning of the public restrooms;
- e. Main Electrical Service Entrance Switch Gear in the Facility Substation (see section entitled "Operation and Maintenance Services of Electrical Systems");
- f. Baggage Handling Systems;
- g. Aircraft Loading Bridges;
- h. Signage (both static and electronic);
- i. Work within exclusively leased areas including but not limited to exclusively leased areas such as concessions, service providers (ramp and passenger handlers), and airline offices and lounges, other than primary building systems providing services to said areas;
- j. Building Management Systems (BMS) programming, software upgrades, and front end maintenance;
- k. Water treatment program of chilled and hot water systems;
- l. High Temperature Hot Water (HTHW) heat exchangers with the exception of the Terminal B AirTrain Station; and
- m. Backflow prevention devices required by permit on domestic water lines.

26. Domestic Water Utilities

The Contractor shall furnish to the Manager a statement of the reimbursable charges paid by the Contractor to the appropriate public utility in the vicinity for the service and consumption of domestic water.

The Contractor will be responsible for receiving, reviewing, and paying the invoices associated with domestic water services supplied to the terminal occupants, tenants,

concessions, and the Contractor and its subcontractors.

Domestic water utilities as required by this clause will be compensated in accordance to the Contractor's markup as inserted on the Pricing Sheets.

27. Cardboard Recycling Service

The Contractor shall furnish to the Manager a statement of the reimbursable charges paid by the Contractor to an appropriately licensed and authorized waste hauler for providing cardboard recycling collection receptacles and cardboard recycling services within the Air Operations Area (AOA) of Newark Liberty International Airport.

A stipulation of airside cardboard collection, in and around the ramp areas, is that the receptacles must prevent the occurrence of Foreign Object Debris (FOD). This requires that the collection receptacles be "FOD-Safe," which means they have securely closing lids and/or hatches that prevent the contents from leaving the receptacle by wind or other means.

The FOD-Safe cardboard collection receptacles, to be located in the ramp areas by Gate 51 and Gate 67, are for the use of airline, ground-handling, and ramp-side personnel, and the Contractor and its subcontractors.

The Contractor will be responsible for receiving, reviewing, and paying the invoices associated with the airside cardboard receptacles and the removal and disposal of their contents.

Cardboard recycling service as required by this clause will be compensated in accordance to the Contractor's markup as inserted on the Pricing Sheets.

28. Trash Compactor Disposal and Service

The Contractor shall furnish to the Manager a statement of the reimbursable charges paid by the Contractor to an appropriately licensed waste hauler for the provision and maintenance of a 20-cubic-yard trash compactor, to be located at the loading dock, and the regular removal, haulage, and disposal of the refuse generated therein.

The Contractor will be responsible for receiving, reviewing, and paying the invoices associated with the trash compactor service provided for the use of the terminal occupants, tenants, concessions, and the Contractor and its subcontractors.

Trash compactor disposal and service as required by this clause will be compensated in accordance to the Contractor's markup as inserted on the Pricing Sheets.

29. Removal of Waste Generated by the Contractor

The Contractor is required to remove, by means provided by the Contractor, all garbage, debris, and other waste material (solid or liquid), generated by the Contractor in connection with work performed under this Contract, within 24 hours of its generation.

Any such garbage, debris and other waste materials not immediately removed shall be temporarily stored in a clear and sanitary condition, approved by the Manager, and shall be kept covered except when being filled or emptied.

The manner of such storage and removal shall always be subject in all respects to the continual approval of the Manager.

The Contractor shall exercise care in removing such garbage, debris and other waste materials from the Facility.

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.

30. Contractor's Vehicles and Equipment

The Contractor shall furnish and maintain, for exclusive use by the Contractor's personnel at the Facility, twenty-four (24) hours per day, seven (7) days per week, a minimum of:

- a. One (1) passenger vehicle equipped with amber light bar and airside tags (Ford Escape sport utility vehicles or Port Authority approved equal);
- b. One (1) crew cab 4x4 pick-up truck equipped with yellow roller lights and airside tags; and
- c. One (1) scissor lift, twenty (25) feet platform height for indoor and light outdoor use (Genie GS-1930 or Port Authority approved equal).

All vehicles and the lift at the start of the Contract must be no more than two (2) years old and must have all documentation showing that such vehicles and the lift were maintained according to manufacturers' specifications. All such vehicles and the lift must continue to be maintained to manufacturers' specifications during the term of this Contract.

No vehicle shall have any noticeable damage or inconsistencies (i.e. mismatched door colors, missing hubcaps), which means the exterior appearance of all vehicles must be like "new" condition, and if any damage occurs it must be repaired in a timely fashion. The color, style and identification of such vehicle shall be subject to the prior and continuing approval of the Manager.

All costs related to the vehicles, including, but not limited to fuel, oil, maintenance, and any liability insurance shall be borne by the Contractor.

31. Communication Equipment

The Contractor must ensure employees maintain communication access with the Manager to allow contact by the Manager or the Port Authority at all times during normal working hours.

The Contractor shall provide and maintain cellular phones with email capabilities for the Service Manager, Working Supervisors, and Mechanics to maintain communications

twenty-four (24) hours per day, seven (7) days per week with the Service Manager and/or the Port Authority at all times during work shifts.

32. Space Provided to the Contractor

- a. The Manager will make office, shop, locker room, and storage areas available to the Contractor for the Contractor's use during the term of the Contract solely in connection with the performance of services under the Contract.
- b. The Manager will have the right, at all times, to enter the Contractor areas for the purpose of inspecting the space, observing the performance by the Contractor of its obligations under this Contract, and for the doing of any act or thing which the Port Authority may be obligated or have the right to do under this Contract or otherwise.
- c. The Contractor will maintain the areas, at all times, in a clean, neat, and orderly, condition and appearance.
- d. The storage areas made available to the Contractor are for the storage of an inventory of materials, equipment, parts, and supplies that will be used in the performance of Work under the Contract.
- e. Under no circumstances may the Contractor store flammable or explosive liquids (naphtha, gasoline, etc.) in any area of EWR Terminal B.
- f. The Port Authority will not be responsible in any way for damage or loss to the materials, equipment, parts, and supplies stored in the storage areas made available to the Contractor.
- g. The Manager may change the areas made available to the Contractor, at the Manager's discretion, with reasonable notice to the Contractor.
- h. The Manager will arrange for relocation associated with such changes, if required, at no cost to the Contractor, and provide utilities for all such areas made available to the Contractor.
- i. The Contractor will promptly vacate the space upon expiration or termination of the Contract, or upon the relocation and/or change in size of areas provided to the Contractor by the Manager at the Manager's discretion.
- j. With the exception of reasonable wear and tear, the Contractor shall maintain all areas of the space in the condition the space existed prior to the Contractor's occupation of said areas of the space.

33. Control of Access Items Provided to the Contractor

The Port Authority Manager shall furnish the necessary Access Items required for admittance to equipment spaces and secured areas of the Facility under the Contractor's responsibility necessary for performance of Work under this Contract. All such Access Items shall remain the property of the Port Authority.

- The Contractor shall maintain an up to date record indicating to whom all such Access Items have been issued.
- Access Items issued to the Contractor, the Contractor's personnel, or subcontractors, must be signed for and not transferred to other personnel unless recorded in the record.

The Contractor shall periodically inventory all such Access Items and immediately notify the Manager orally and in writing of any lost or missing Access Items.

34. Computerized Maintenance Management System (CMMS)

- a. The CMMS is an electronic method of maintenance task assignment, maintenance reporting, and control for the performance of certain maintenance work.
- b. The CMMS will be the system of record for all maintenance activities performed under this Contract and must have the capability to distinguish subcontractor firms from the Contractor when identifying the employees performing maintenance activities.
- c. Utilization of the CMMS will include the recording and reporting of manpower and materials requirements, anticipated and/or used, and all equipment and instruments, special as well as standard, that may be required for the proper performance of any task or assignment. Specific requirements for the reporting of said manpower and material usage will be as specified by the Manager.
- d. The Contractor will establish procedures consistent with the CMMS for the acquisition and inventory of materials, the maintenance of equipment used for operation and maintenance at the Facility and for all other things necessary and desirable for or incidental to fulfillment of the Contractor's services hereunder. The CMMS shall be used by the Contractor to document and support all work hours involved.
- e. The Contractor will provide and maintain the CMMS, including the computer equipment and interfaces required to operate it.
- f. The Contractor will coordinate the full utilization of the CMMS in the delivery of Terminal operation and maintenance services including all data input, inventories, preventative maintenance schedules, service requests, tracking, work order management, and reports.
- g. The Contractor will provide access via-internet to the CMMS (web-based CMMS) for up to three (3) users as determined by the Manager. The Contractor will maintain and provide technical support and technical remedies for these users during business hours Monday through Friday 7:00 a.m. to 5:00 p.m.
- h. All data inputted into the CMMS for the maintenance and operation of the Terminal is

the property of the Port Authority and must be turned over either at the conclusion of the contract or earlier if deemed necessary by the Manager.

- i. The Port Authority retains ownership of all databases, information, and other materials received or developed by the Contractor in support of this Contract at all times.

35. CMMS Reports

- a. The Contractor will develop a set of CMMS based reports that will be maintained and updated, as required, and which will include sufficient information on system problems, time and date of occurrence, type of corrections performed, assigned responsibility, corrective actions and probable cause.
- b. The CMMS reports will serve as a historical record for formulating a maintenance program (see section entitled "Maintenance Program") that will best suit the needs of the Terminal, Building Management System (BMS) and the environmental conditions to which the equipment is exposed.
- c. The CMMS reports will be made available in print form and electronically in a format specified by the Manager.
- d. The CMMS reports will be submitted to the Manager as requested or on a monthly or quarterly basis as determined by the Manager.
- e. The set of CMMS reports will include an abbreviated daily summary report that will be captured daily or furnished on demand for any date specified within the term of the Contract.
- f. The set of CMMS reports will include a monthly invoicing report for the purpose of verifying work performed as billed on invoices.
- g. Additionally, the set of CMMS reports will include the following information or specific reports:
 1. Status of all work orders that are deferred or otherwise incomplete (itemized list).
 2. Summary of work orders completed during the month (summarized data does not need to be itemized by each work order) attached to the monthly report copies of reports from major maintenance activities (e.g., boiler or chiller annual maintenance electrical testing, fire protection and life safety systems, etc.).
 3. Explanation of any equipment, designed to be controlled by the BMS, operating in manual mode as of the end of the performance month, and of any other overrides to sequences of operations in effect as of the end of the performance month. Reference CMMS work orders.
 4. Operating schedule changes (manual or programmed).
 5. Itemization of all reimbursable work, including subcontractor work and Extra Work, performed during the performance month or continuing to be in progress.

Provide work status and expected completion date for all such work continuing in progress. Reference CMMS work orders.

6. Review of energy performance trends as of the end of the performance month and description of likely causes of significant changes from the same month one (1) year prior (if applicable).
7. Explanation of any significant deviations from established system performance standards (if applicable).
8. Description of corrective actions being taken resulting from findings of water treatment lab reports, major maintenance reports, or other reports. Reference CMMS work orders.
9. Description of any operational or maintenance issues opened longer than the required timeframe as described in this statement of work, to include tenant complaints that derive from unresolved maintenance issues. Reference CMMS work orders.
10. Description of any lost time accidents or other safety problems, including incidents involving hazardous materials that occurred during the performance month.
11. Copies of quality control inspections performed during the month attached to the report.
12. Miscellaneous hours used for the month.
13. List of major equipment out of service, including the date and time with estimated completion date.

36. CMMS Inventories of Building Equipment and Stock

- a. The Contractor shall establish, maintain and update a maintenance management and inventory control program for all Work, which will be coordinated with, reviewed by, and approved by the Manager.
- b. The maintenance management and inventory control program will provide all aspects of inventory control, and all activities required to maintain an adequate supply of significant equipment parts, materials, supplies, and tools, to operate and maintain the Facility.
- c. The Contractor shall be responsible for the purchasing and disbursement, expediting, receiving, storage, cataloging and requisition control of inventoried items.
- d. The maintenance management and inventory control program shall include the inventory of building equipment and significant stock items including but not limited to parts, materials, supplies, and tools.
- e. The building equipment and stock inventories shall be recorded in the CMMS and include the following required data fields: nomenclature, part number, serial number, manufacturer name, component name, and other significant data such as functional capacities. The nomenclature for unique equipment ID shall be proposed by the contractor for approval by the Manager, including items such as floor, location, equipment type and unique number.

- f. The Contractor shall update the equipment data in the CMMS and report changes to the Manager immediately upon the completion of any project or work involving the addition, removal, or retrofit of any inventoried equipment.
- g. The Contractor shall submit to the Manager, no less frequently than annually, the complete inventory of all required data fields in a format specified by the Manager with certification that the inventory is complete and accurate.

37. Onsite Records

- a. The Contractor shall ensure that all records required by the Contract, or produced in performance of Work under the Contract, are maintained in an organized manner onsite in electronic format and are made available to the Manager when requested.
- b. The Contractor shall receive, maintain and gather data, as well as other materials including records and manuals, related to the maintenance, support, and operation of the Terminal.
- c. The Port Authority retains ownership of all records, databases, information, and other materials received or developed by the Contractor in support of this contract at all times.

38. Equipment Condition Assessment

- a. The Contractor must note the condition and efficiency of building systems and equipment on an ongoing basis, during the performance of this Contract.
- b. The Contractor must notify the Manager of any equipment or systems that the Contractor determines are reaching the end of their useful life cycle.
- c. The Contractor must prepare and submit equipment condition assessment reports, as directed by the Manager, that itemize the condition of systems, subsystems, machinery, equipment, and components. The report should note, for items in less than satisfactory condition, recommendations for corrective actions that may include, but not be limited to, repairs, replacements, and upgrades, and the estimated project cost corresponding to each recommendation.
- d. The equipment condition assessment reports must be produced in print and electronic format as specified by the Manager and submitted electronically as an e-mail attachment as well as in hardcopy delivered to the Manager.
- e. The equipment condition assessment shall be coordinated with and entered in to the CMMS and web access provided to the manager and delegates.

39. Operational Requirements

a. General

The Contractor must provide building operations services for all systems covered by this Contract so as to maintain utilities services and environmental conditioning to occupants during normal working hours, and at other times as described in this Contract, so as to preserve the asset value of the Facility and its systems and to

otherwise minimize operating costs to the Port Authority without compromising other contract objectives or requirements.

b. **Continuity of Operations (COOP)**

The Contractor must operate the Facility and participate in emergency operations to the fullest extent possible during all emergency situations such as fire, accident and rescue operations, strikes, civil disturbances, natural disasters, severe weather, terrorist threats, contingency operations, and practice drills unless ordered to evacuate the building by the Manager, emergency personnel, or the authority having jurisdiction.

40. Disruption to Utilities, Lighting, or Space Conditioning

Any Work that will disrupt utilities, fire protection and life safety systems, lighting or space conditioning for building tenants must be scheduled and approved in advance with the Manager and is generally required to be performed outside of normal working hours.

See the section entitled “Fire Protection and Life Safety (FPLS) Systems and Equipment” for establishing a Fire Watch during system outages.

41. Disruptive or Hazardous Tools

The Manager must approve use of impact tools and power-actuated tools during normal working hours. Burning or welding equipment may be used only with written permission from the Manager. A Welding and Burning Permit must be applied for and authorized in writing by the EWR Fire Marshall in advance for each day welding or burning is to be performed.

42. Emergency Shutdown Instructions and Shift Checklists

Emergency shutdown instructions (including contact name and telephone numbers) and shift inspection checklists must be posted by the Contractor in all mechanical rooms and or electrical rooms, as applicable to the equipment in the given room. Such instructions and checklists must be posted in an accessible and conspicuous location.

43. Performance Review Meetings

The Contractor is required to meet with the Manager and the Port Authority representatives, at the discretion of the Manager, to review Contract performance.

44. Building Management Support Services

The Contractor must provide reasonable and competent assistance to personnel or other contractors performing energy studies, engineering studies, building condition evaluations, project designs within the building, and other access needs. Such assistance must include escorting investigatory personnel through spaces in the building in accordance with building security requirements, explaining the operation and condition of systems and equipment to investigatory personnel, and providing access to trend data, maintenance records, reference library materials, and other pertinent building technical data to investigatory personnel. The Manager shall inform the Contractor as far in advance as possible of the actual date and time these services are needed at no additional cost to the Port Authority.

45. Inspection Assistance for Space Build-outs

When tenant improvement or space alteration work is completed at the Facility, the Manager may request that the Contractor inspect the space to verify that all offices have appropriate air supply and return ductwork and diffusers, and that lighting circuits have been adjusted as appropriate. Obvious problems or conditions that may potentially affect the efficient operation of the building or create a negative impact on the tenant must be immediately reported to the Manager.

46. Customer Service Program

- a. The Contractor is responsible for becoming familiar with and observing the customer service program established and periodically updated by the Port Authority at its airports.
- b. The Contractor will ensure that all staff comply with all applicable sections of the most recent edition of the Port Authority manual titled, "Customer Care – Airport Standards Manual," commonly referred to as the ASM Manual.

47. Compliance with Federal, State, and Local Rules and Regulations

- a. The Contractor will comply fully with all applicable Federal, state, county, city, and local laws, ordinances, regulations, rules, and codes without additional expense to the Port Authority.
- b. The Contractor will be liable for all applicable Federal, state, county, city, and local taxes without additional expense to the Port Authority.
- c. The Contractor will obtain and pay for all licenses and permits governing performance under the Contract without additional expense to the Port Authority. All such licenses and permits must remain valid and in effect at all times during the term of this Contract.
- d. The Contractor is responsible for determining which requirements are applicable, and complying appropriately without additional expense to the Port Authority.

48. Safety and Environmental Management

1. GENERAL

The Contractor must comply with all Federal, State, and local laws and regulations that relate to the maintenance and operation of systems and equipment within the scope of this contract, to include permitting, inspection, and personnel safety, control of hazardous substances, certification, and recordkeeping.

2. SCHEDULING AND RECORDKEEPING

The Contractor must maintain copies of all such tests, certifications, permits and other required records, and provide copies to the Manager. In addition, all required safety and environmental tests, certifications, permits, and other procedures required in this document must be scheduled in the CMMS work order system and documented in the CMMS.

3. REFRIGERANT CONTROL AND CERTIFICATION

The Contractor must control refrigerants and maintain records in accordance with Federal and State regulations. The Contractor must take appropriate immediate action and report leaks to the Manager.

Refrigerant control logs must be updated as required, and a copy sent to the Manager. The Contractor must also maintain a set of logs onsite and make this set of logs available for inspection.

All Contractor employees performing HVAC services requiring the handling of refrigerants, including the transportation, recovery, recycling and servicing of refrigeration systems, must possess a valid Environmental Protection Agency (EPA) Section 608 Universal Certification/card. The Contractor shall present such certification/card directly to the Manager upon commencement of the Contract.

The Contractor must recover all refrigerant in the equipment, seal it in appropriate storage containers, reclaim and reuse it as directed by the Manager, or dispose of it as per Federal and State Regulations.

In the event of fines or penalties levied by the EPA or other Federal, State or local regulatory agencies, the Contractor may be charged the cost of said fine if the cause of the fine was due to the actions of the Contractor, or a failure of the Contractor to take action.

4. POLYCHLORINATED BIPHENYL (PCB) CONTROL

The Contractor must inspect all transformers containing polychlorinated biphenyls (PCBs), maintain records of such inspections, and prepare required reports in accordance with Federal, State, and Local, regulations. The Manager must be notified immediately if any such equipment is found to contain PCBs, or suspected to contain PCBs. Equipment verified to contain PCBs, except lighting ballasts, and access to such equipment, must be labeled as containing PCBs as per 40 CFR Part 761.

Any transformer leaks of PCBs must be reported immediately to the Manager. The Contractor must inspect all leaks in accordance with Federal, State, and Local regulations. The Contractor must take immediate action to contain all leaks.

There may be light ballasts containing PCBs in the buildings covered by this Contract. Replacement and proper disposal of all burned-out ballasts, including PCB ballasts, shall be the responsibility of the Contractor.

5. HAZARDOUS WASTE

The Contractor must comply with, Federal, State, and local laws and regulations related to the management and the disposal of hazardous waste and materials used or

removed in the performance of the contract or discharged by the building, and must comply with all such requirements, including but not limited to, hazardous waste management, recordkeeping, and training.

Fluorescent lamps, batteries, and other items in any quantity subject to the Universal Waste rules for hazardous waste management and disposal must be managed and recycled as per 40 CFR Part 273, N.J.A.C. 7:26A-1, et seq., and local ordinances. All records documenting the offsite recycling of universal waste shall be maintained as per Federal, State, and local regulations for large quantity handlers of universal waste and be made available to the Manager on request. The Contractor shall train its staff on the proper handling and emergency procedures for universal waste as per 40 CFR Part 273, N.J.A.C. 7:26A-1, et seq., and local ordinances.

6. FACILITY HAZARDS

The Contractor must assist in identifying facility health and safety hazards and report all hazards in writing to the Manager. The Contractor must take immediate action to control hazards that present an imminent danger.

7. WORKPLACE SAFETY

The Contractor is responsible for workplace safety, and must develop a site-specific occupational safety and health program specifically addressing applicable components of 29 CFR 1910 and 29 CFR 1926.

8. ELECTRICAL SAFETY

The Contractor must comply with National Fire Protection Association (NFPA) 70: National Electrical Code and NFPA 70E: Standard for Electrical Safety in the Workplace, when working on or around electrical equipment or systems or switchgear equipment. The Contractor must ensure that any and all areas restricted to qualified personnel are secured and properly labeled.

9. FALL PROTECTION

The Contractor must develop specific fall protection procedures for work on roofs, equipment, and other areas at elevation. The Contractor must ensure fall protection equipment is provided to its employees and that employees are adequately trained as per 29 CFR 1926 Subpart M.

10. LOCKOUT/TAGOUT

The Contractor must develop a lockout/tagout program in accordance with 29 CFR 1910.147. The program must include all anticipated energy sources, including but not limited to, electricity, steam, pressurized fluids, and mechanical energy. The Contractor must communicate the lockout/tagout program to all other affected contractors.

11. CONFINED SPACES

The Contractor must identify and label all confined spaces in accordance with OSHA

requirements.

The Contractor must develop a confined space entry permit system for all permit-required confined spaces as per 29 CFR 1910.146 within 60 calendar days of commencement of the Contract.

12. ASBESTOS MANAGEMENT

The Contractor shall be expected to occasionally perform Class III and Class IV asbestos work as defined in 29 CFR 1926.1101. The Contractor must be prepared to deal with asbestos on a small-scale, short-duration basis to effect emergency repairs and to clean up small spills. The Contractor must protect building tenants, visitors, and employees from asbestos exposure. The Contractor must comply with applicable OSHA regulations and all applicable Federal, State and local asbestos regulations. Contractor personnel who perform the above-mentioned work must have been appropriately trained in accordance with 40 CFR Part 763.

13. HAZARDOUS MATERIALS

The Contractor must make material safety data sheets (MSDSs) available to its employees in accordance with 29 CFR 1910.1200. MSDSs must also be made available to the Manager on request.

14. LABELING AND SIGNAGE

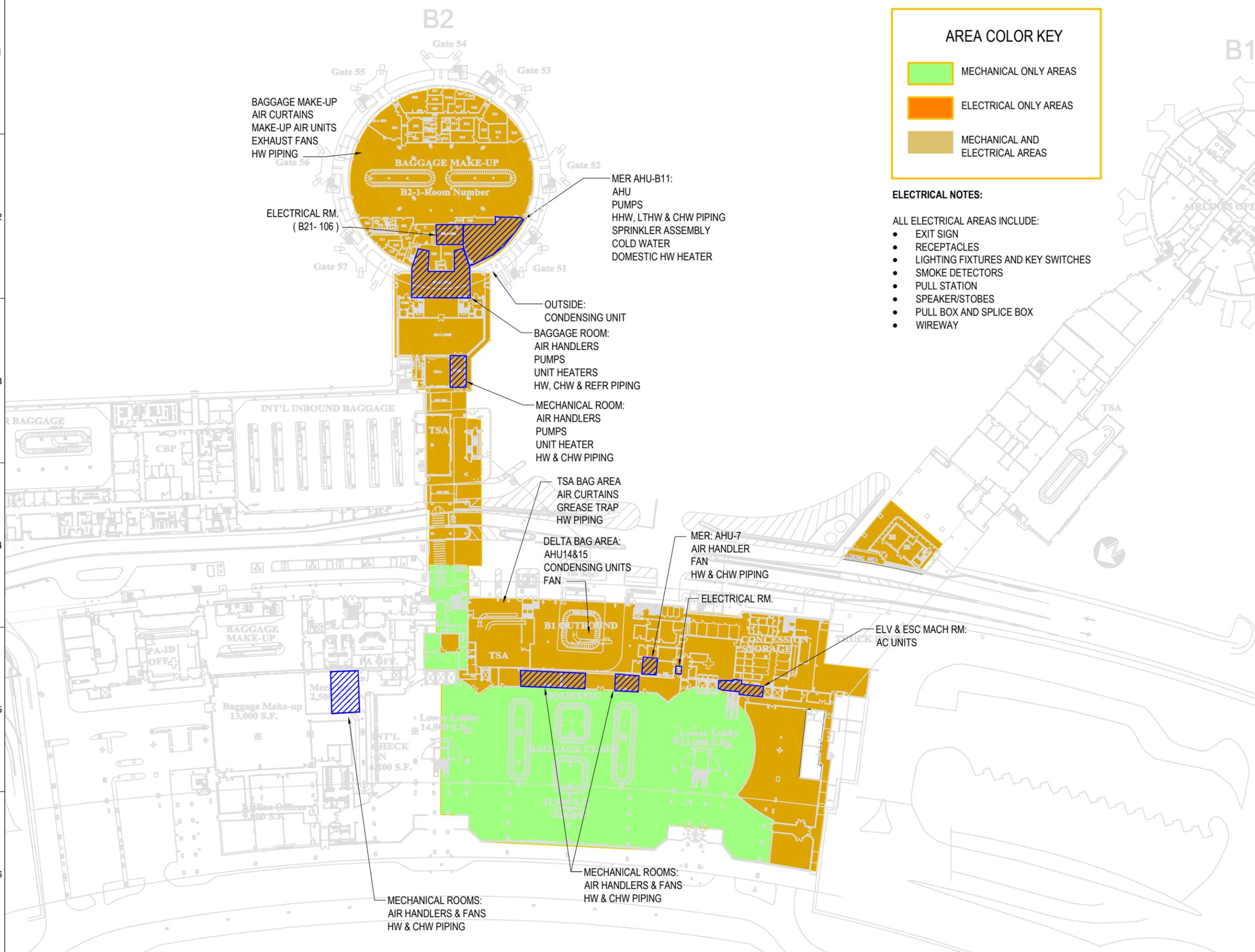
The Contractor must maintain the labeling of existing equipment, pipes, storage areas, containers, confined space, and workspaces as well as associated signage, in accordance with OSHA standards to ensure labels are visible and not obliterated. Any equipment, pipes, etc., newly installed by the Contractor require labeling and signage per OSHA standards must be labeled immediately upon completion of the installation and maintained throughout the contract period.

15. ROOF ANCHORAGE POINTS

The Contractor must provide for an annual inspection of any designated roof anchorage points by qualified personnel. Anchorages must be inspected in accordance with the anchor manufacturer's requirements and additional requirements contained in the installation certification. Copies of the inspection reports must be provided to the Manager. If an area of suspicion is identified, the anchorage must be tagged "out of service" and immediately reported to the Manager. ANSI/IWCA I-14 may be consulted for further guidance.

ATTACHMENT A

EXHIBITS



AREA COLOR KEY

- MECHANICAL ONLY AREAS
- ELECTRICAL ONLY AREAS
- MECHANICAL AND ELECTRICAL AREAS

- ELECTRICAL NOTES:**
- ALL ELECTRICAL AREAS INCLUDE:
- EXIT SIGN
 - RECEPTACLES
 - LIGHTING FIXTURES AND KEY SWITCHES
 - SMOKE DETECTORS
 - PULL STATION
 - SPEAKER/STOBES
 - PULL BOX AND SPLICE BOX
 - WIREWAY

Issue	Date	By	Chkd	Appd

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www.arup.com

Client
PORT AUTHORITY

Job Title
**NEWARK AIRPORT
TERMINAL B
MAINTENANCE EXHIBIT**

Key Plan

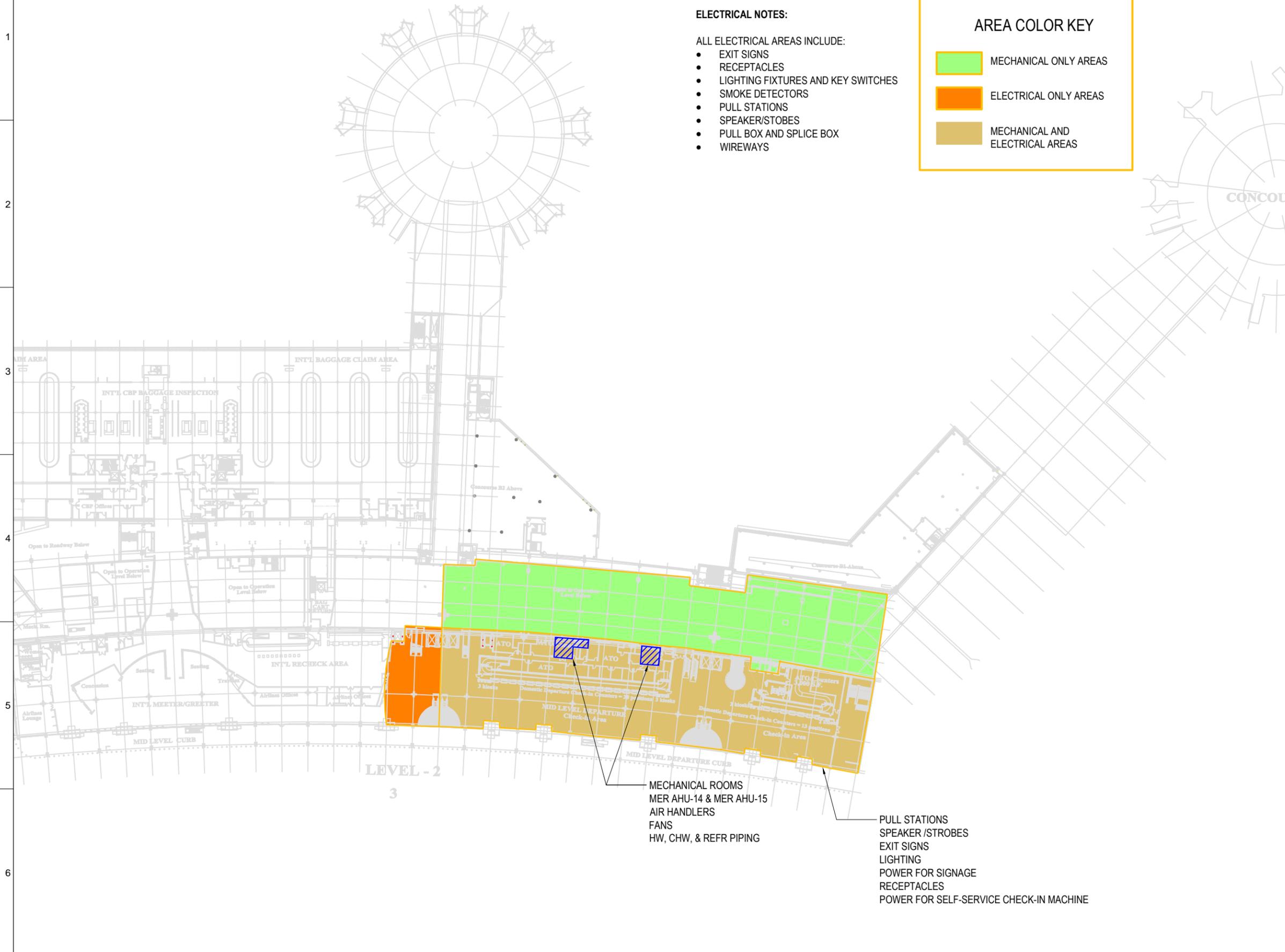
Drawing Title
**MEP
MAINTENANCE AREAS
LEVEL 1**

Scale 1"=80'

File Name **EWRB MAINT LEVEL 1.DWG**

Drawing Status

Job No 230702	Drawing No MEP-1	Issue A
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ELECTRICAL NOTES:

ALL ELECTRICAL AREAS INCLUDE:

- EXIT SIGNS
- RECEPTACLES
- LIGHTING FIXTURES AND KEY SWITCHES
- SMOKE DETECTORS
- PULL STATIONS
- SPEAKER/STOBES
- PULL BOX AND SPLICE BOX
- WIREWAYS

AREA COLOR KEY

- MECHANICAL ONLY AREAS
- ELECTRICAL ONLY AREAS
- MECHANICAL AND ELECTRICAL AREAS

MECHANICAL ROOMS
 MER AHU-14 & MER AHU-15
 AIR HANDLERS
 FANS
 HW, CHW, & REFR PIPING

PULL STATIONS
 SPEAKER /STROBES
 EXIT SIGNS
 LIGHTING
 POWER FOR SIGNAGE
 RECEPTACLES
 POWER FOR SELF-SERVICE CHECK-IN MACHINE

Issue	Date	By	Chkd	Appd

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Job Title
**NEWARK AIRPORT
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Key Plan

Drawing Title
**MEP
 MAINTENANCE AREAS
 LEVEL 2**

Scale 1"=80'

File Name **EWRB MAINT LEVEL 2.DWG**

Drawing Status

Job No 230702	Drawing No MEP-2	Issue A
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ELECTRICAL NOTES:

ALL ELECTRICAL AREAS (EXCEPT FOR SHOPS AND CONCESSIONS AREAS) INCLUDE:

- EXIT SIGN
- RECEPTACLES
- LIGHTING FIXTURES AND KEY SWITCHES
- SMOKE DETECTORS
- PULL STATION
- SPEAKER/STOBES
- PULL BOX AND SPLICE BOX
- WIREWAY

2. ALL SHOPS AND CONCESSIONS AREAS:

- EQUIPMENT PROVIDING POWER TO EACH SPACE

AREA COLOR KEY

- MECHANICAL ONLY AREAS
- ELECTRICAL ONLY AREAS
- MECHANICAL AND ELECTRICAL AREAS



POWER FOR TICKET MACHINES AND INFORMATION BOARDS

ELECTRICAL ROOM (B2G-102)

SERVER ROOM
AC UNITS
REFRIGERANT PIPING

Issue	Date	By	Chkd	Appd

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Job Title
**NEWARK AIRPORT
TERMINAL B
MAINTENANCE EXHIBIT**

Key Plan

Drawing Title
**MEP
MAINTENANCE AREAS
LEVEL 3**

Scale
1"=80'

File Name
EWRB MAINT LEVEL 3.DWG

Drawing Status

Job No 230702	Drawing No MEP-3	Issue A
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ELECTRICAL NOTES:

ALL ELECTRICAL AREAS INCLUDE:

- EXIT SIGN
- RECEPTACLES
- LIGHTING FIXTURES AND KEY SWITCHES
- SMOKE DETECTORS
- DUCT SMOKE DETECTORS
- TAMPER/FLOW SWITCH
- PULL STATION
- SPEAKER/STOBES
- ALARM BELL
- PULL BOX AND SPLICE BOX
- WIREWAY
- FLOOR MOUNTED RECEPTACLE (AIR TRAIN)
- LIGHTING AND POWER FOR SIGNAGE & INFORMATION BOARDS
- POWER FOR CAMERAS (AIR TRAIN)

AREA COLOR KEY

	MECHANICAL ONLY AREAS
	ELECTRICAL ONLY AREAS
	MECHANICAL AND ELECTRICAL AREAS

AIR TRAIN AREA:
(TYPICAL)
DIFFUSERS
EXPOSED DUCTWORK
DAMPERS
STORM DRAIN PIPING

MER #3:
STORM DRAIN PIPING
AIR HANDLERS
FANS
CHILLED WATER & HOT WATER PIPING
(BRANCHING-ON ONLY)
COLD WATER
SPRINKLER ASSEMBLY

MER #B2 PENTHOUSE:
STORM DRAIN PIPING
AIR HANDLERS
FANS
CHILLED WATER & HOT WATER PIPING
PUMPS
COLD WATER
SPRINKLER ASSEMBLY

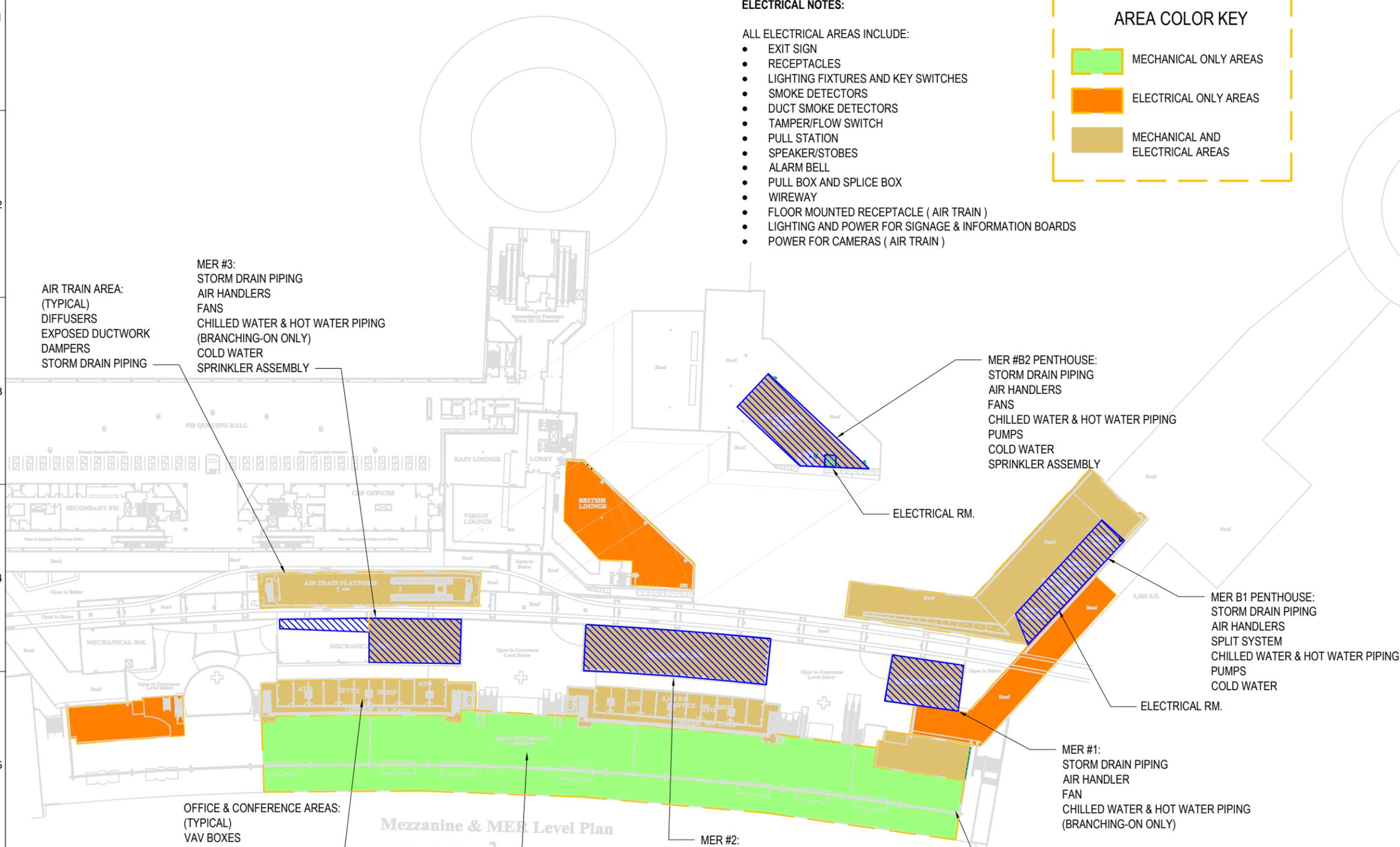
MER B1 PENTHOUSE:
STORM DRAIN PIPING
AIR HANDLERS
SPLIT SYSTEM
CHILLED WATER & HOT WATER PIPING
PUMPS
COLD WATER

MER #1:
STORM DRAIN PIPING
AIR HANDLER
FAN
CHILLED WATER & HOT WATER PIPING
(BRANCHING-ON ONLY)

MER #2:
STORM DRAIN PIPING
AIR HANDLERS
FANS
CHILLED WATER & HOT WATER PIPING
(BRANCHING-ON ONLY)
COMPRESSED AIR SYSTEM
COLD WATER
SPRINKLER ASSEMBLY

OFFICE & CONFERENCE AREAS:
(TYPICAL)
VAV BOXES
DIFFUSERS
DAMPERS
DRAIN PIPING

CONCOURSE AREAS:
STORM DRAIN PIPING



Mezzanine & MER Level Plan

Issue	Date	By	Chkd	Appd

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Job Title
**NEWARK AIRPORT
TERMINAL B
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Key Plan

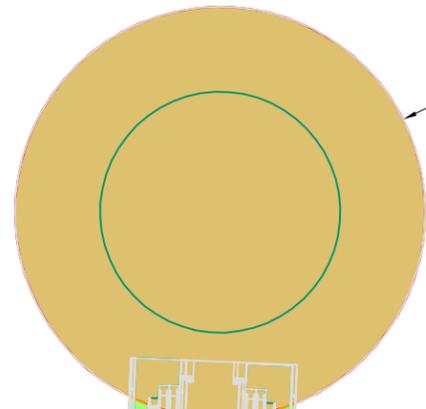
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MAINTENANCE AREAS
EZZANINE LEVEL**

Scale 1"=80'

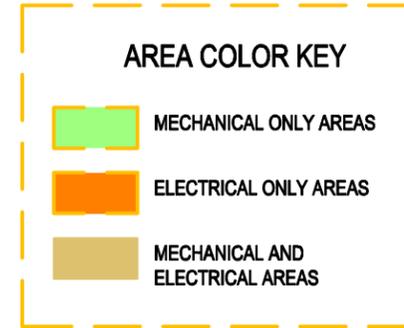
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Drawing Status

Job No 230702	Drawing No MEP-4	Issue A
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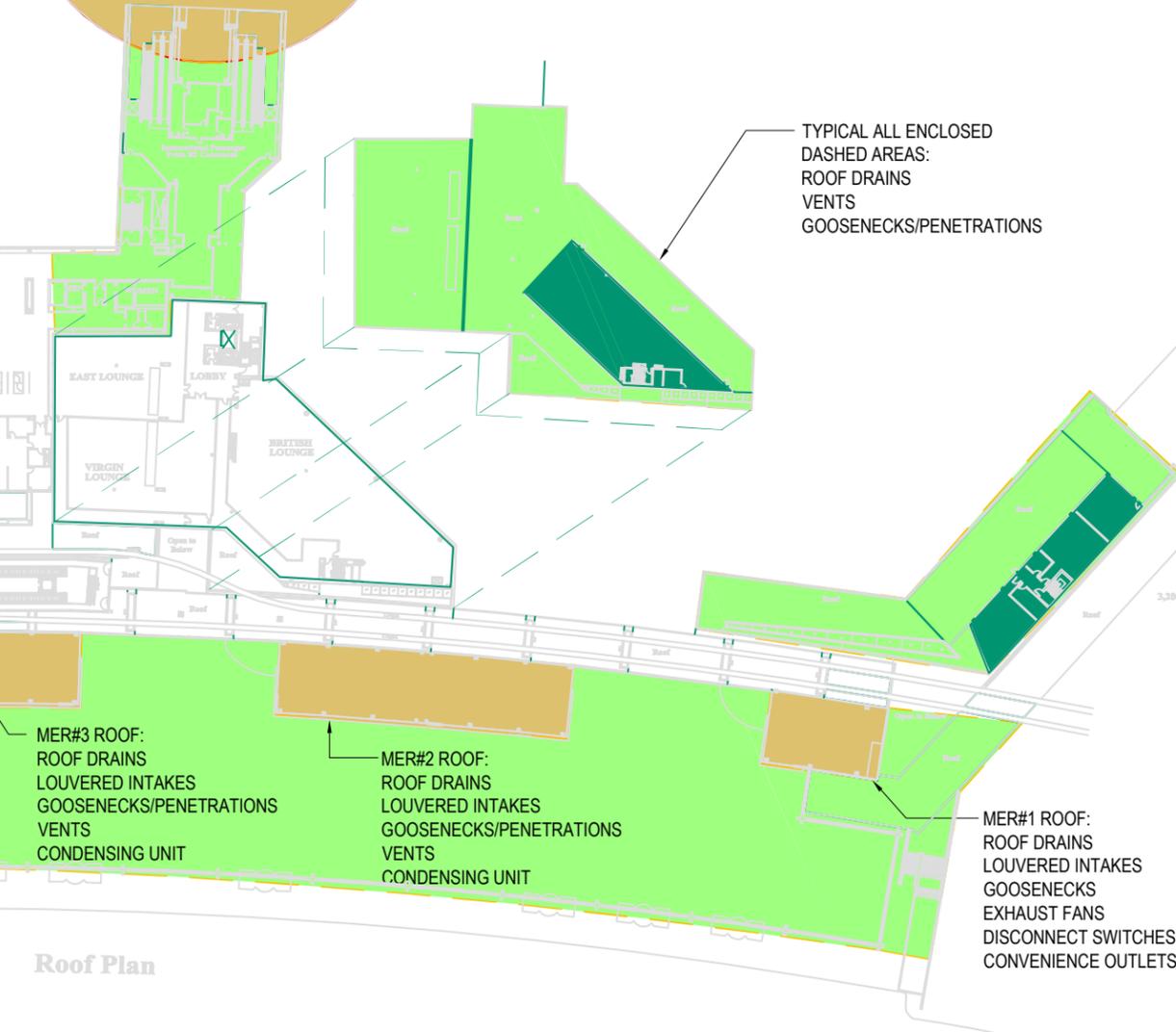
SATELLITE B ROOF:
 ROOF DRAINS
 VENTS
 LOUVERED INTAKES
 GOOSENECKS/PENETRATIONS
 EXHAUST FANS
 CONDENSING UNITS



AREA COLOR KEY

- MECHANICAL ONLY AREAS
- ELECTRICAL ONLY AREAS
- MECHANICAL AND ELECTRICAL AREAS

TYPICAL ALL ENCLOSED
 DASHED AREAS:
 ROOF DRAINS
 VENTS
 GOOSENECKS/PENETRATIONS



Roof Plan

Issue	Date	By	Chkd	Appd

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Client
PORT AUTHORITY

Job Title
**NEWARK AIRPORT
 TERMINAL B
 MAINTENANCE EXHIBIT**

Key Plan

Drawing Title
**MEP
 MAINTENANCE AREAS
 ROOF LEVEL**

Scale 1"=80'

File Name **EWRB MAINT ROOF.DWG**

Drawing Status

Job No 230702	Drawing No MEP-5	Issue A
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ATTACHMENT B

EQUIPMENT LIST

Newark Airport Terminal B Maintenance Contract
Mechanical Items List - AHUs

Airside / Landside	Tag	Level	MER	Type	Manu.	Approx. Airflow (CFM)	Supply Fans (#)	Supply Fan Type	HP ea.	VFD (Y/N)	Return Fans (#)	Return Fan Type	Return Fan Tag(s)	HP ea.2	VFD? (Y/N)3	Cooling Type 1	Cooling Type 2	Heating Coil Type	Quantity of reheat Zone coils ⁸	Areas served
Landside	AC-1	Mezzanine	MER # 1	Built-up floor mount - Blow Through	Buffalo	65,000	2	Plenum-Belt	40	Y	1	External Inline	RF-1	15	Y	Internal CHW	-	Zone External HW	4	Mezz Concourse, L3 Concourse & L2 Concourse East
Landside	AC-2	Mezzanine	MER # 2	Built-up floor mount - Blow Through	Buffalo	46,000	2	Plenum-Belt	25	Y	2	External Inline	RF-2, RF-3	20	Y	Internal CHW	-	Zone External HW	4	Mezz Concourse, L3 Concourse,
Landside	AC-3A	Mezzanine	MER # 2	Cased Conc. St. Rails on Conc. Pad - Draw Through	Governair	15,000	1	Plenum-Belt	60	Y	1	External Inline	RF-4	15	Y	Internal CHW	-	Internal HW	1	Mezz Offices, L2 ATO
Landside	AC-3B	Mezzanine	MER # 2	Cased St. Rails on Steel Supports - Draw Through	Governair	15,000	1	Plenum-Belt	60	Y	0 ^A	-	-	-	-	Internal CHW	-	Internal HW	1	Mezz Offices, L2 ATO
Landside	AC-1B	Mezzanine	MER # 2	Cased Vibr. Springs on Pad - Blow Through	N/A	5,000	1	N/A-Belt	N/A	N	0	-	-	-	-	Internal CHW	-	External HW	1	L3 Food Court
Landside	AC-4	Mezzanine	MER # 3	Stacked Cased Conc. Pad on St. Rails - Draw Through	Governair	20,000	1	Plenum-Belt	25	Y	1	External Inline	RF-5	20	Y	Internal CHW	-	Internal HW	1	Mezz Concourse Center-West
Landside	AC-5	Mezzanine	MER # 3	Cased St. Rails on Conc. Pad - Draw Through	Governair	60,000	1	Plenum-Belt	100	Y	1	External Inline	RF-6	20	Y	Internal CHW	DX	Zone External HW	1 (3) ^C	Mezz Offices West
Landside	AC-B	Mezzanine	MER # 3	Stacked Cased St. Rails on Conc. Pad - Draw Through	Carrier	7,650	1	N/A-Belt	N/A	N	1	External Inline	N/A	5	N	Internal CHW	-	Internal HW	1	Air Train Platform
Landside	AHU-14	Level 2	MER AHU-14	Stacked Cased St. Rails on Conc. Pad - Draw Through	Mcquay	7,500	1	Plenum-Belt	7.5	Y	1	External Inline	RF-14	3	Y	Internal CHW	DX	Internal HW	1	L2 Airline offices
Landside	AHU-15	Level 2	MER AHU-15	Stacked Cased St. Rails on Conc. Pad - Draw Through	Mcquay	7,500	1	Plenum-Belt	7.5	Y	1	External Inline	RF-15	3	Y	Internal CHW	DX	Internal HW	1	L2 Airline offices
Landside	AHU-9	Level 1	MER 144[162]	Cased Vertical Supports on Conc. Pad - Draw Through	Trane	12,000	1	N/A-Belt	25	Y	1	External Inline	RF-8	N/A	Y	Internal CHW	-	Internal HW	1	L1 BOH EAST
Landside	AHU-8	Level 1	MER 144[162]	Cased Vertical Supports on Conc. Pad - Draw Through	Trane	12,000	1	N/A-Belt	25	Y	1	External Inline	RF-8	N/A	Y	Internal CHW	-	Internal HW	1	L1 FOH BAGGAGE RECLAIM
Landside	AHU-6	Level 1	MER #122	Cased Vertical Supports on Conc. Pad - Draw Through	Trane	12,000	1	N/A-Belt	25	Y	1	External Inline	RF-6	N/A	Y	Internal CHW	-	Internal HW	1	L1 FOH BAGGAGE RECLAIM
Landside	AHU-5	Level 1	MER #120	Cased Vertical Supports on Conc. Pad - Draw Through	Trane	12,000	1	N/A-Belt	25	Y	1	External Inline	RF-5	N/A	Y	Internal CHW	-	Internal HW	1	L1 FOH BAGGAGE RECLAIM
Landside	AHU-4	Level 1	MER # 106	Cased Vertical Supports on Conc. Pad - Draw Through	Trane	12,000	1	N/A-Belt	25	Y	1	External Inline	RF-4	N/A	Y	Internal CHW	-	Internal HW	1	L1 FOH BAGGAGE RECLAIM
Landside	AHU-3	Level 1	MER #	Cased Vertical Supports on Conc. Pad - Draw Through	Trane	20,000	1	N/A-Belt	40	Y	1	External Inline	RF-3	N/A	Y	Internal CHW	-	Internal HW	1	L1 FOH BAGGAGE RECLAIM
Airside	AHU - B2-1	Mezzanine	B2 Penthouse	Stacked Cased St. Rails on Conc. Pad - Draw Through	Trane	12,500	1	N/A-Belt	15	Y	1	Internal	-	5	Y	Internal CHW	-	Internal HW	1	Satellite B-2 Expansion
Airside	AHU - B2-2	Mezzanine	B2 Penthouse	Stacked Cased St. Rails on Conc. Pad - Draw Through	Trane	17,500	1	N/A-Belt	25	Y	1	Internal	-	7.5	Y	Internal CHW	-	Internal HW	1	Satellite B-2 Expansion
Airside	AHU - B2-3	Mezzanine	B2 Penthouse	Stacked Cased St. Rails on Conc. Pad - Draw Through	Trane	7,500	1	N/A-Belt	7.5	Y	1	Internal	-	3	Y	Internal CHW	-	Internal HW	1	Satellite B-2 Expansion
Airside	AHU - B2-4	Mezzanine	B2 Penthouse	Stacked Cased St. Rails on Conc. Pad - Draw Through	Trane	10,000	1	N/A-Belt	10	Y	1	Internal	-	3	Y	Internal CHW	-	Internal HW	1	Satellite B-2 Expansion
Airside	AHU - B2-5	Mezzanine	B2 Penthouse	Stacked Cased St. Rails on Conc. Pad - Draw Through	Trane	7,500	1	N/A-Belt	7.5	Y	1	Internal	-	3	Y	Internal CHW	-	Internal HW	1	Satellite B-2 Expansion
Airside	AHU - B2-6	Mezzanine	B2 Penthouse	Stacked Cased St. Rails on Conc. Pad - Draw Through	Trane	5,000	1	N/A-Belt	5	Y	1	Internal	-	1.5	Y	Internal CHW	-	Internal HW	1	Satellite B-2 Expansion
Airside	AHU - B2-7	Mezzanine	B2 Penthouse	Stacked Cased St. Rails on Conc. Pad - Draw Through	Trane	12,500	1	N/A-Belt	15	Y	1	Internal	-	5	Y	Internal CHW	-	Internal HW	1	Satellite B-2 Expansion
Airside	AC-11	Level 1	AC-11 MER	St. Rails on 1.5" Conc. Pad - Draw Through	Buffalo	150,000	3	Direct Drive	75	Y	-	-	-	-	-	Internal CHW	-	Zone External HW	4	B2 Satellite and Connector
Airside	AHU-1	Level 1	MER # C012	Stacked Cased St. Rails on Conc. Pad - Draw Through	York	6,000	1	N/A-Belt	7.5	N	-	-	-	-	-	Internal CHW	DX ^D	Internal HW	1	L1 Baggage & support
Airside	AHU-2	Level 1	MER # C012	Stacked Cased St. Rails on Conc. Pad - Draw Through	York	6,000	1	N/A-Belt	7.5	N	-	-	-	-	-	Internal CHW	DX ^D	Internal HW	1	L1 Baggage & support
Airside	AHU-3	Level 1	B2 Bag Room	Cased St. Rails on Conc. Pad - Draw Through	York	3,000	1	N/A-Belt	1.5	N	-	-	-	-	-	Internal CHW	-	Internal HW	1	L1 Baggage & support
Airside	AHU-3A	Level 1	B2 Bag Room	Cased Vertical Upflow on Conc. Pad - Draw Through	Trane	4,000	1	N/A-Belt	2	N	-	-	-	-	-	DX	-	Internal HW	1	L1 Baggage & support
Airside	AHU-B1-2	Mezzanine	302	Cased St. Rails on Conc. Pad - Draw Through	Trane	12,500	1	N/A-Belt	15	Y	1	Internal	-	5	Y	Internal CHW	-	Internal HW	1	B1 Expansion
Airside	AHU-B1-1	Mezzanine	304/305	Cased St. Rails on Conc. Pad - Draw Through	Trane	10,000	1	N/A-Belt	10	Y	1	Internal	-	3	Y	Internal CHW	-	Internal HW	1	B1 Expansion
Airside	AHU-B1-3	Mezzanine	304/305	Cased St. Rails on Conc. Pad - Draw Through	Trane	12,500	1	N/A-Belt	15	Y	1	Internal	-	5	Y	Internal CHW	-	Internal HW	1	B1 Expansion
Airside	AHU-7	Level 1	AHU-7 MER	Cased Vertical Supports on Conc. Pad - Draw Through	Trane	17,500	1	N/A-Belt	25	Y	1	External Inline	-	Est. 7.5	Y	Internal CHW	-	Internal HW	1	L1 concourse
Landside	EMR AHU	Level 1	-	Cased Hung from Deck	United Coolair	-	1	N/A-Belt	3	N	-	-	-	-	-	Internal CHW	-	Internal HW	1	Elevator machine room
Landside	MER 108 AHU	Level 1	108	Cased Hung from Deck	United Coolair	-	1	N/A-Belt	3	N	-	-	-	-	-	Internal CHW	-	Internal HW	1	BOH Hallway

Notes:

- A. AC-3A/3B are both fed by RF-4
- B. AHU Zones indicate separate duct connections to the same air handler
- C. 1 Supply Connection to AHU splits to 3 Zones
- D. Contract responsible for DX evaporator coil only

Newark Airport Terminal B Maintenance Contract
Mechanical Items List - Misc.

Airside / Landside	Level	Location	Trade	Qty	Description	Type	Manu.	Load/Power/Cap	Serves	Notes
Landside	Mezzanine	MER #2	BMS	1	Air Compressor		Speedaire	3/4 HP	Controls - AC-B	
Landside	Mezzanine	MER #2	FPLS	1	Fire sprinkler assembly					
Landside	Level 1	Valve Rm A	FPLS	1	Sprinkler Control Branches past BFP				Bldg sprinkler systems	
Landside	Level 1	Valve Rm A	FPLS	1	Air compressor		Dry Air Vac/ General Air Products	5HP	Sprinkler Control valves	
Landside	Level 1	Valve Rm A	FPLS	1	Air compressor		Marathon Electric	3HP	Sprinkler Control valves	
Landside	Level 3	Server Room #1	HVAC	1	Hung AC-Unit CCAC-1		Liebert	1.5 ton	Server Room #1	Split System - Condenser Location on L3 Office internal 'Roof'
Landside	Level 3	Server Room #2	HVAC	1	Hung AC-Unit CCAC-2		Liebert	1.5 ton	Server Room #2	Split System - Condenser Location on L3 Office internal 'Roof'
Landside	Level 1	MER 144[162]	HVAC	1	Hot Water Circulator Pump	Inline		3/4 HP	AHU-9 HW Coils	
Landside	Level 1	MER 144[162]	HVAC	1	Hot Water Circulator Pump	Inline		3/4 HP	AHU-8 HW Coils	
Landside	Level 1	MER #122	HVAC	1	Hot Water Circulator Pump	Inline		3/4 HP	AHU-6 HW Coils	
Landside	Level 1	MER #120	HVAC	1	Hot Water Circulator Pump	Inline		3/4 HP	AHU-5 HW Coils	
Landside	Level 1	MER #	HVAC	1	Hot Water Circulator Pump	Inline		3/4 HP	AHU-4 HW Coils	
Landside	Level 1	MER #	HVAC	1	Hot Water Circulator Pump	Inline		3/4 HP	AHU-3 HW Coils	
Landside	Mezzanine	MER #2	Plumbing	1	Natural Gas Hot Water Heater	Storage		400BTU	Domestic Hot water	Flue Vented to Roof
Landside	Mezzanine	MER #2	Plumbing	1	Compressed Air Dryer			120V Connection		
Landside	Mezzanine	MER #2	Plumbing	1	Air Compressor		Reliance Electric	15 HP Motor	Compressed air system	
Landside	Mezzanine	MER #2	Plumbing	1	Air Compressor		Toshiba	15 HP Motor	Compressed air system	
Landside	Mezzanine	MER #2	Plumbing	1	Compression Tanks (12x)					
Landside	Mezzanine	MER #2	Plumbing	1	Receiver					
Landside	Roof	MER #1	HVAC	1	Toilet Exhaust Fan	Downblast on roof curb	Cook	1/2 HP	L3 Toilets	
Landside	Roof	MER #1	HVAC	1	RF-1 Exhaust Fan (Purge for AC-1)	Tube Axial Roof Upblast	Cook	15 HP	L3 Toilets	
Landside	Roof	MER #2	HVAC	1	ACCU-AC-3B Condensing Unit	Mounted on Dunnage	Trane	25 Ton	AC-3B	Dual Refrigerant circuits
Landside	Roof	MER #3	HVAC	1	ACCU-AC-5.1 Condensing Unit	Mounted on Dunnage	Trane	80 Ton	AC-5	Dual Refrigerant circuits
Airside	Level 1	Checkpoint Bravo	HVAC	1	Split System	Mini DX	Mitsubishi	3 ton	Offices	Condenser mounted high on wall
Airside	Crawlspace	B20/Checkpoint Bravo	HVAC	2	2x HW Pumps	Inline	Taco	1 HP	Air Train AHU-B	Constant Volume Duty/Standby - Served from HTHW loop via HX
Airside	Crawlspace	B20/Checkpoint Bravo	HVAC	2	2x CHW Pumps	Inline	Taco	2 HP	Air Train AHU-B	Constant Volume Duty/Standby - Served from main CHW loop
Airside	Level 1	TSA Bag room loading	Plumbing	1	Grease Interceptor similar to W-750-AST	Automatic Grease Removal Device	Thermaco	Approx. 75 GPM	L3 Restaurants	
Airside	Level 1	TSA Bag room loading	HVAC	4	4x Air Curtains	Hot Water Heating	Various		Loading Roll-up Doors	Lines include 2 pre-action and associated compressors
Airside	Mezzanine	B2 Penthouse MER	FPLS	8	Fire sprinkler assemblies					Lines include 2 pre-action and associated compressors
Airside	Mezzanine	B2 Penthouse MER	HVAC	4	Electric Unit Heater	Horizontal hung	Trane	15kW	B2 Penthouse MER	
Airside	Mezzanine	B2 Penthouse MER	HVAC	2	2x HW Pumps	Inline			B2 Penthouse HW coils	
Airside	Level 1	AC-11 MER	Plumbing	1	Ejector Pit					
Airside	Level 1	AC-11 MER	FPLS	4	Fire sprinkler assemblies					
Airside	Level 1	AC-11 MER	Plumbing	1	HW Heater	Storage	A.O Smith	50 Gal		
Airside	Level 1	AC-11 MER	HVAC	2	Pumps	Inline	Paco	3 HP, 55 GPM	LTHW circulation	
Airside	Level 1	AC-11 MER	HVAC	2	P10-1, P10-2	Inline	Baldor	7.5 HP, 370 GPM	Heating Hot Water	
Airside	Level 1	AC-11 MER	HVAC	2	P9-1, P9-2	Inline	Baldor	10 HP, 400 GPM	Heating Hot Water	
Airside	Level 1	MER #C012	HVAC	1	Electric Unit Heater	Horizontal hung	Trane	3kW	MER #C012	
Airside	Level 1	MER # AHU-1,2	HVAC	1	Pump M2-2	Inline		Approx 1/2 HP	AHU-2 Hot Water	
Airside	Level 1	MER # AHU-1,2	HVAC	1	Pump M2-1	Inline		Approx 1/2 HP	AHU-1 Hot Water	
Airside	Level 1	B2 Bag Room	HVAC	2	Pump M3-1,3-2	Inline		Approx 1/2 HP	AHU-3 Chilled Water	
Airside	Level 1	B2 Bag Room	HVAC	2	Pump	Inline		Approx 1/2 HP	AHU-3 Hot Water	
Airside	Level 1	B2 Bag Room	HVAC	2	HW Unit Heater HWUH-1,2	Horizontal hung	Sterling			
Airside	Level 1	Outside	HVAC	1	ACCU-3A Condensing Unit		Trane	10 Ton	AHU-3A	
Airside	Level 1	B2 Bag Room	Plumbing	1	Domestic Water BFP					
Airside	Mezzanine	B1 sprinkler 1	FPLS	8	Fire sprinkler assemblies					
Airside	Level 1	B1 sprinkler 1	HVAC	1	Electric Unit Heater		Trane	5 kW		
Airside	Level 1	B1 sprinkler 2	FPLS	1	Sprinkler Assembly with Tank					
Airside	Level 1	B1 sprinkler 2	HVAC	1	Electric Unit Heater		Trane	5 kW		
Airside	Mezzanine	B1 Penthouse Server Room	HVAC	1	Minisplit Evaporator	Wall mount	Sanyo		B1 Penthouse Server Room	
Airside	Mezzanine	B1 Penthouse 304/305	HVAC	1	Minisplit Condensing Unit	Hung on Wall Supports	Sanya	1 ton	Minisplit Evaporator	
Airside	Mezzanine	B1 Penthouse MER 302	HVAC	1	Electric Unit Heater	Horizontal Wall hung	Trane	5 kW		
Airside	Level 1	B1 Penthouse 304/305	HVAC	2	Pumps B1-3, B1-4	Inline		Approx 5 HP	B1 Penthouse Heating Hot Water	
Airside	Mezzanine	B1 Penthouse 304/305	HVAC	2	Electric Unit Heater	Horizontal Wall hung	Trane	5 kW		
Airside	Level 1	Sidewalk Adj Loading Dock	HVAC	2	ACC-1,ACC-2 Condensers	Floor Mounted	Stulz		Elv/ESC Machine Room Units	2 Fans Ea. R-22 Secondary Cooling Source
Airside	Level 1	Delta Baggage	HVAC	2	ACCU-14, ACCU-15 Condensing Units	Ducted, Hung from Slab	Stulz	Fans 1/3 HP ea.		2 Circuits Ea., Secondary Cooling Source
Airside	Level 1	Delta Baggage	HVAC	1	Exhaust Fan	Inline			L2 Bathrooms	
Airside	Level 1	AHU-7 MER	HVAC	1	Pump	Inline		Approx 1 HP	AHU-7 Hot Water	
Airside	Level 1	Crawl Space	HVAC	2	Pumps	Inline	Magnetek	15 HP	Door heaters	
Airside	Level 1	Crawl Space	HVAC	1	Heat Exchanger	Shell and Tube			LTHW to Door heaters	
Airside	Level 1	Crawl Space	HVAC	2	Pumps	Inline	Taco	20 HP	B2 Satellite CHW	
Airside	Roof	B2 Satellite	HVAC	4	Relief Fans 11.1 thru 11.4	Centrifugal Roof Upblast	Greenheck	10 HP	AHU-11 Zones	
Airside	Level 3	B2 Satellite	HVAC	12	Mini-split Evaporators	Ceiling Mounted	Mitsubishi		B2 Sterile Corridor	
Airside	Roof	B2 Satellite	HVAC	12	Mini-split Condensing Units	Roof Mounted on Roof Rails	Mitsubishi	3.5 ton	Mini-split Evaporators	
Landside	Level 1	MER 108	HVAC	1	Exhaust Fan	Inline				Servers MER 108
Landside	Level 1	ELV/ESC Machine Room	HVAC	2	AC units EMAC -1&2	Hung from deck	Stulz	Approx. 7.5 ton	ELV/ESC Machine Room	Chilled water w/ DX backup

A	B	C	D	E	F	G	
1	Newark Airport Terminal B Maintenance Contract						
2	Electrical Equipment List						
3		Equipment	Level	Location	KVA	Voltage (V)	Current (A)
4		LLTD-2 (Electrical Panel)	Mezzanine	Men Bathroom		480	225
5		LHTD-1 (Electrical Panel)	Mezzanine	Men Bathroom		480	125
6							
7		Disconnect Switch	Mezzanine	MER # 1		480	100
8		LLTM-EM2 (Electrical Panel)	Mezzanine	MER#1		480	125
9		1A - Heavy Duty Safety Switch (AC-1)	Mezzanine	MER#1		480	200
10		1B - Heavy Duty Safety Switch (AC-1)	Mezzanine	MER#1		480	200
11							
12		NHDP-M (Electrical Panel)	Mezzanine	MER # 2 (Corridor)		480	1000A
13		LLC-B7A (Electrical Panel)	Mezzanine	MER # 2 (Corridor)		208	
14		LIGHTS E-1 CONTROL-BUTER XT2	Mezzanine	MER # 2 (Corridor)			
15							
16		EMCC-S-R (Control Center)	Mezzanine	MER # 2		480	
17		MCC-S (Motor Control Center)	Mezzanine	MER # 2		480	
18		FACU (Fire Alarm Control Unit , PYR-A-LARM)	Mezzanine	MER # 2			
19		DP-E5 (Electrical Panel)	Mezzanine	MER # 2		208	225
20		Transformer	Mezzanine	MER # 2	75	480-208	
21		DP-E4 (Electrical Panel)	Mezzanine	MER # 2		480	400
22		Heavy Duty Safety Switch (HVAC-1B)	Mezzanine	MER # 2		480	100
23		Disconnect Switches (For all mechanical and Plumbing Equip.)	Mezzanine	MER # 2		480	
24		DS101 (AC-3A)	Mezzanine	MER # 2		480	100
25		LLTM-1 (Electrical Panel)	Mezzanine	MER # 2		480	125
26		Heavy Duty Safety Switch (Air Compressor)	Mezzanine	MER # 2		240	30
27							
28		MCC-N (Motor Control Center)	Mezzanine	MER # 3		480	
29		Transformer	Mezzanine	MER # 3	30	480-208	
30		PANELBOARD # 1 (Drain Heaters. Snow Control Panel)	Mezzanine	MER # 3		208	
31		100 AMP Contactor	Mezzanine	MER # 3		208	
32		Central Monitoring Panel	Mezzanine	MER # 3		208	
33		HLTM-EM1 (Electrical Panel)	Mezzanine	MER # 3		480	225
34		EDB-N (Electrical Panel)	Mezzanine	MER # 3		480	600
35		Transformer	Mezzanine	MER # 3	75	480-208	
36		LLTM-EM3 (Electrical Panel)	Mezzanine	MER # 3		208	225
37		LLTM-EM3A (Electrical Panel)	Mezzanine	MER # 3		208	100
38		EMCC-N-R	Mezzanine	MER # 3		480	
39		FACU (Fire Alarm Control Unit , PYR-A-LARM)	Mezzanine	MER # 3			
40		Disconnect Switch (AC-5)	Mezzanine	MER # 3		480	200
41							
42		Disconnect Switch (AHU)	Mezzanine	MER # 3-1		480	
43		Disconnect Switch (Return Air Fan)	Mezzanine	MER # 3-1		480	
44		Heavy Duty Safety Switch (PNL PP CKT# 11)	Mezzanine	MER # 3-1		480	60
45							
46		PP (Electrical Panel)	Mezzanine	MER -3-2		480	225
47		LP (Electrical Panel)	Mezzanine	MER -3-2		480	225
48		FCO (Fuse Cut Out)	Mezzanine	MER -3-2		480	30
49		T-2	Mezzanine	MER -3-2	3	480-120/208	
50		Fire Alarm Control Panel (EST)	Mezzanine	MER -3-2			
51		Fire Alarm Control Communicator (AFA)	Mezzanine	MER -3-2			
52		Contact Transponder For Fire Alarm System	Mezzanine	MER -3-2			
53		Power Meter DPA	Mezzanine	MER -3-2			
54		Power Meter DPB	Mezzanine	MER -3-2			
55							
56		SL1 -Heavy Duty Safety Switch	Level 1	Sprinkler Valve Room		480	30
57		SL1 -Heavy Duty Safety Switch	Level 1	Sprinkler Valve Room		480	30
58		LLE-PLP (Electrical Panel)	Level 1	Electrical Room (Next To Sprinkler/Valve RM.)		480	225A (MCB.)
59		LLE-PM (Electrical Panel)	Level 1	Electrical Room (Next To Sprinkler/Valve RM.)		480	225A (MCB.)
60		LLE-TM (Electrical Panel)	Level 1	Electrical Room (Next To Sprinkler/Valve RM.)		480	250
61		LHTO-EM1 (Electrical Panel)	Level 1	Electrical Room (Next To Sprinkler/Valve RM.)		480	100
62		LLTO-1A (Electrical Panel)	Level 1	Electrical Room (Next To Sprinkler/Valve RM.)		208	225
63		LLTO-1 (Electrical Panel)	Level 1	Electrical Room (Next To Sprinkler/Valve RM.)		208	100
64		LHTO-1 (Electrical Panel)	Level 1	Electrical Room (Next To Sprinkler/Valve RM.)		480	225
65		AC14.01 Disconnect Switch	Level 1	Electrical Room (Next To Sprinkler/Valve RM.)		480	
66		Tork Timer	Level 1	Electrical Room (Next To Sprinkler/Valve RM.)			
67							
68		Disconnect Switch/start, stop control (HWP-9)	Level 1	MER -162		480	
69		Disconnect Switch/start, stop control (HWP-8)	Level 1	MER -162		480	
70							
71		Disconnect Switch/start, stop control (AHU 6)	Level 1	MER- 122		480	
72							
73		Disconnect Switch/start, stop control (AHU 5 Hot Water Circ. Pump)	Level 1	MER- 120		480	
74							
75		LLTC-MER (Electrical Panel)	Level 1	MER- 106 (Quiet RM.)		480	225
76		LLTC-EMER (Electrical Panel)	Level 1	MER- 106 (Quiet RM.)		480	225
77							
78		Disconnect Switch (Condensing Unit)	Crawl Space	B20/ Check Point Bravo		480	
79		Disconnect Switch/start, stop control (Pump P-4)	Crawl Space	Crawl - B2 Check Point Bravo		480	
80		Disconnect Switch/start, stop control (Pump P-3)	Crawl Space	Crawl - B2 Check Point Bravo		480	
81		Disconnect Switch/start, stop control (Pump P-2)	Crawl Space	Crawl - B2 Check Point Bravo		480	
82		Disconnect Switch/start, stop control (Pump P-1)	Crawl Space	Crawl - B2 Check Point Bravo		480	
83							
84		Receptacle (Grease Removal Device)		TSA Bag room loading		120	
85		2MRCP-480 Start/Stop Control		TSA Bag room loading		480	
86		Disconnect Switches and Heavy Duty Safety Switch		TSA Bag room loading		480	
87							
88		B2-RP (Electrical Panel)		B2 Penthouse MER 401 - EC 401		208	100A (MCB.)
89		B2- T.S.A. (Electrical Panel)		B2 Penthouse MER 401 - EC 401		208	100A (MCB.)

A	B	C	D	E	F	G
	Equipment	Level	Location	KVA	Voltage (V)	Current (A)
90						
91	Transformer		B2 Penthouse MER 401 - EC 401	45	480-208/120	
92	B2-LP (Electrical Panel)		B2 Penthouse MER 401 - EC 401		480	150A (MCB.)
93	Transformer		B2 Penthouse MER 401 - EC 401	22.5	480-208/120	
94	EB2-LP (Electrical Panel)		B2 Penthouse MER 401 - EC 401		480	100A (MCB.)
95	EB2-MER (Electrical Panel)		B2 Penthouse MER 401 - EC 401		480	250A (MCB.)
96	Transformer		B2 Penthouse MER 401 - EC 401	45	480-208/120	
97	EB2- RP (Electrical Panel)		B2 Penthouse MER 401 - EC 401		208	100A (MCB.)
98	Transformer (CLG. MTD.)		B2 Penthouse MER 401 - EC 401	30	480-208/120	
99	B2-MER (Electrical Panel)		B2 Penthouse MER 401 - EC 401		480	300A (MCB.)
100	B2-VENDOR (Electrical Panel)		B2 Penthouse MER 401 - EC 401		480	400A (MCB.)
101	Toggle Switch (Electric Space Heater)		B2 Penthouse MER 401		480	
102	Disconnect Switch/start, stop control (HWP-B2-1)		B2 Penthouse MER 401		480	
103	Disconnect Switch/start, stop control (HWP-B2-2)		B2 Penthouse MER 401		480	
104						
105	Switchboard B5		B21 - 106 (B2 Satelit Electrical RM.)		480	1600
106	Distribution Switchboard B5		B21 - 106 (B2 Satelit Electrical RM.)		480	1600
107	Switchboard A5		B21 - 106 (B2 Satelit Electrical RM.)		480	1600
108	Distribution Switchboard A5		B21 - 106 (B2 Satelit Electrical RM.)		480	1600
109	PP-NH-A (Electrical Panel)		B21 - 106 (B2 Satelit Electrical RM.)		480	400
110	TEL TERM. Box NO. 2B, EFS & SS Alarm Systems		B21 - 106 (B2 Satelit Electrical RM.)			
111	Telephone Terminal Box For EFS System		B21 - 106 (B2 Satelit Electrical RM.)			
112	Eleetric Circuit Breaker (TEL TERM. Box NO. 2B, EFS & SS Alarm Systems)		B21 - 106 (B2 Satelit Electrical RM.)			
113	Transformer		B21 - 106 (B2 Satelit Electrical RM.)	300	480-208/120	
114	Distribution Switchboard DP-SB1		B21 - 106 (B2 Satelit Electrical RM.)		208	1200
115	LHB-2 (Electrical Panel)		B21 - 106 (B2 Satelit Electrical RM.)		480	175A (MCB.)
116	LLB-4 (Electrical Panel)		B21 - 106 (B2 Satelit Electrical RM.)		208	225A (MCB.)
117	Electric Control Relay, RA 4		B21 - 106 (B2 Satelit Electrical RM.)			
118	Heavy Duty Safety Switch (ECB- AC2)		B21 - 106 (B2 Satelit Electrical RM.)		480	200
119	Disconnect (PP-AC2)		B21 - 106 (B2 Satelit Electrical RM.)		240	200
120	Transformer (For PP-AC2)		B21 - 106 (B2 Satelit Electrical RM.)	75	480-208/120	
121	ANODE JB# 1, 2 & 3		B21 - 106 (B2 Satelit Electrical RM.)			
122	DP-E7 (Electrical Panel)		B21 - 106 (B2 Satelit Electrical RM.)		480	225A (MCB.)
123	Transformer (Feeding panel EMLB)		B21 - 106 (B2 Satelit Electrical RM.)	45	480-208/120	
124	EMLB (Electrical Panel)		B21 - 106 (B2 Satelit Electrical RM.)		208	125A (MCB.)
125	Leak Detector PNL		B21 - 106 (B2 Satelit Electrical RM.)			
126	Transformer		B21 - 106 (B2 Satelit Electrical RM.)	45		
127	Disconnect Switch (Transformer)		B21 - 106 (B2 Satelit Electrical RM.)			60
128	XF SBR 3 (Start/Stop)		B21 - 106 (B2 Satelit Electrical RM.)			
129						
130	PP2AC (Electrical Panel)		B2 Satelit		208	225A (MCB.)
131	PP-AC11-B (Electrical Panel)		B2 Satelit		480	400
132	PP-AC11-A (Electrical Panel)		B2 Satelit		480	400
133	LLB-4A (Electrical Panel)		B2 Satelit		240	60
134	Disconnect Switch (XF-SBR-3)		B2 Satelit		480	30
135	Telephone Cabinet		B2 Satelit			
136	FACP		B2 Satelit			
137	Disconnect Switch (Air Curtains HAC-1.1 Thru HAC-1.4 , Q= 4)		B2 Satelit		480	
138	Disconnect Switch (EF, Q= 2)		B2 Satelit		480	
139	Disconnect Switch (HV-12)		B2 Satelit		480	
140	Disconnect Switch (EF-2.5)		B2 Satelit (Corridor)		480	
141						
142	LLB-6 (Electrical Panel)		B2 Satelit (Office Areas, B21-202)		208	225
143						
144	Disconnect Switch (Pump#1)		B2 Satelit (B21-110 , AC-11)		480	
145	Disconnect Switch (Pump#2)		B2 Satelit (B21-110 , AC-11)		480	
146	Disconnect Switch (ELH-CTX-B2-A, Quantity=2)		B2 Satelit (B21-110 , AC-11)		480	
147	Disconnect Switch (P-10-01)		B2 Satelit (B21-110 , AC-11)		480	
148	Disconnect Switch (P-10-02)		B2 Satelit (B21-110 , AC-11)		480	
149	Disconnect Switch (P-9-01)		B2 Satelit (B21-110 , AC-11)		480	
150	Disconnect Switch (P-9-02)		B2 Satelit (B21-110 , AC-11)		480	
151						
152	Heavy Duty Safety Switch (ACCU-3A)		B2 Satelit (Outdoor, Behind B21-C012 RM.)		480	60
153						
154	Heavy Duty Safety Switch (AHU-1)		B2 Satelit (B21-C012 RM.)		480	30
155	Heavy Duty Safety Switch (AHU-12)		B2 Satelit (B21-C012 RM.)		480	30
156	Disconnect Switch (Auto. Closing Fire Door)		B2 Satelit (B21-C012 RM.)		480	
157	Toggle Switches (Electric Space Heater)		B2 Satelit (B21-C012 RM.)		480	
158						
159	Disconnect Switch (AHU# 3)		B2 Satelit (Bag RM. - B21-105)		480	30
160	Toggle Switch (Electric Space Heater)		B2 Satelit (Bag RM. - B21-105)		480	
161	Disconnect Switch (AHU# 3A)		B2 Satelit (Bag RM. - B21-105)		480	60
162						
163	LLB-2 (Electrical Panel)	Level 3	B2 Satelit (Electrical RM. B2G-102 , Gate Area)		208	100A (MCB.)
164	LLB-3 (Electrical Panel)	Level 3	B2 Satelit (Electrical RM. B2G-102 , Gate Area)		208	150A (MCB.)
165	LHB-1A (Electrical Panel)	Level 3	B2 Satelit (Electrical RM. B2G-102 , Gate Area)		480	110A (MCB.)
166	LLB-1 (Electrical Panel)	Level 3	B2 Satelit (Electrical RM. B2G-102 , Gate Area)		208	150A (MCB.)
167	LHB-FL (Electrical Panel)	Level 3	B2 Satelit (Electrical RM. B2G-102 , Gate Area)		480	150A (MCB.)
168	LLB-1A (Electrical Panel)	Level 3	B2 Satelit (Electrical RM. B2G-102 , Gate Area)		208	150A (MCB.)
169	EMHB (Electrical Panel)	Level 3	B2 Satelit (Electrical RM. B2G-102 , Gate Area)		480	60A (MCB.)
170	EMLB-1 (Electrical Panel)	Level 3	B2 Satelit (Electrical RM. B2G-102 , Gate Area)		208	40A (MCB.)
171	Dry Transformer Single Phase	Level 3	B2 Satelit (Electrical RM. B2G-102 , Gate Area)			
172	EMHB-2 (Electrical Panel)	Level 3	B2 Satelit (Electrical RM. B2G-102 , Gate Area)		480	50A (MCB.)
173	PORTER LOUNGE PNL (Electrical Panel)	Level 3	B2 Satelit (Electrical RM. B2G-102 , Gate Area)		208	MAIN LUG 125A
174	PPAC2 (Electrical Panel)	Level 3	B2 Satelit (Electrical RM. B2G-102 , Gate Area)		208	225
175	PP-X-RAY (Electrical Panel)	Level 3	B2 Satelit (Electrical RM. B2G-102 , Gate Area)		240	100
176						
177	Toggle Switch (Electric Space Heater)		B1 Penthouse Sprinkler RM.		480	
178	Toggle Switch (Electric Space Heater/Unit Heater)		B1 Penthouse Sprinkler RM.		480	
179						

	A	B	C	D	E	F	G
		Equipment	Level	Location	KVA	Voltage (V)	Current (A)
180							
181		Disconnect Switch (CAB. 01.01.01)		B1 Penthouse (COMM. RM. 303)		240	60
182							
183		Toggle Switches (Electric Space Heater)		B1 Penthouse (MER 304, 305)		480	
184		Disconnect Switch/start, stop control (HWP-B1-4)		B1 Penthouse (MER 304, 305)		480	
185		Disconnect Switch/start, stop control (HWP-B1-3)		B1 Penthouse (MER 304, 305)		480	
186		Disconnect Switch (SANYO condensing Unit)		B1 Penthouse (MER 304, 305)		240	30
187							
188		B1-LP (Electrical Panel)		B1 Penthouse (Port Authority Electric Closet)		480	150A (MCB.)
189		B1-RP (Electrical Panel)		B1 Penthouse (Port Authority Electric Closet)		208	100A (MCB.)
190		Transformer		B1 Penthouse (Port Authority Electric Closet)	30	480-208/120	
191		B1-MER (Electrical Panel)		B1 Penthouse (Port Authority Electric Closet)		480	150A (MCB.)
192		EB1-LP (Electrical Panel)		B1 Penthouse (Port Authority Electric Closet)		480	90A (MCB.)
193		EB1-MER (Electrical Panel)		B1 Penthouse (Port Authority Electric Closet)		480	200A (MCB.)
194		EB1-LB (Electrical Panel)		B1 Penthouse (Port Authority Electric Closet)		208	125A (MCB.)
195		B-1 T.S.A. (Electrical Panel)		B1 Penthouse (Port Authority Electric Closet)		240	100A (MCB.)
196		Transformer		B1 Penthouse (Port Authority Electric Closet)	45	480-208/120	
197		TransformeR, T.S.A.		B1 Penthouse (Port Authority Electric Closet)	30	480-208/120	
198							
199		Disc. Switch (ACC-1)		Delta Baggage Area		480	
200		Disc. Switch (Exhaust Fan)		Delta Baggage Area		480	
201		Disc. Switch/start, stop control (HWP-7)		Delta Baggage Area (MER- 159)		480	
202							
203		Disc. Switch/start, stop control (P1)	Crawl Space	Crawl- B1		480	
204		Disc. Switch/start, stop control (P2)	Crawl Space	Crawl- B1		480	
205		Heavy Duty Safety Switch (Pump 5.01)	Crawl Space	Crawl- B1		480	60
206		Heavy Duty Safety Switch (Pump 5.02)	Crawl Space	Crawl- B1		480	60
207		LCP HWS	Crawl Space	Crawl- B1			
208							
209		FACP- NODE 6	LEVEL 2	LOBBY B1			
210							

STANDARD CONTRACT TERMS AND CONDITIONS

PART I GENERAL DEFINITIONS..... 3

PART II GENERAL PROVISIONS..... 4

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

45. Manager’s Authority..... 23
46. Price Preference 23
47. MBE/WBE Good Faith Participation 24

PART III CONTRACTOR'S INTEGRITY PROVISIONS..... 24

1. Certification of No Investigation (criminal or civil anti-trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Information 24
2. Non-Collusive Bidding, and Code of Ethics Certification, Certification of No Solicitation Based On Commission, Percentage, Brokerage, Contingent or Other Fees..... 25
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..... 26
4. Contractor Responsibility, Suspension of Work and Termination..... 27
5. No Gifts, Gratuities, Offers of Employment, Etc. 27
6. Conflict of Interest 28
7. Definitions 28

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, un laminated 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>" 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.