

**THE PORT AUTHORITY OF NY & NJ**  
**PROCUREMENT DEPARTMENT**  
**ATTN: BID/PROPOSAL CUSTODIAN**  
**TWO MONTGOMERY STREET, 3RD FLOOR**  
**JERSEY CITY, NEW JERSEY 07302**

**REQUEST FOR PROPOSALS**

**ISSUE DATE: 6/27/2014**

**TITLE: GENERAL COLLECTION SERVICES FOR THE ELECTRONIC TOLL  
COLLECTION PROGRAM (E-Z PASS™)**

**RFP NO.: 38391**

**SUBMIT PROPOSALS NO LATER THAN THE DUE DATE AND TIME TO THE ABOVE  
ADDRESS**

**PRE-PROPOSAL MEETING: July 11, 2014    TIME: 10:00 A.M.**

**QUESTIONS DUE BY:            July 22, 2014    TIME: 3:00 P.M.**

**PROPOSAL DUE DATE:        July 29, 2014    TIME: 2:00 P.M.**

**CONTACT: Margaret D'Emic**

**PHONE: (201) 395-3410**

**FAX: (201) 395-3470**

**EMAIL: mdemic@panynj.gov**

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**ATTACHMENT J2 - NYCSC COLLECTION INTERFACE CONTROL DOCUMENTS**

**EXHIBIT I - WAGE AND BENEFITS STATEMENT**

## **1. INFORMATION FOR PROPOSERS ON THIS REQUEST FOR PROPOSALS**

### **A. 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, terminal 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 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.

### **B. Brief Summary of Scope of Work**

The Port Authority is hereby seeking proposals from qualified firms to provide General Collection services for its Electronic Toll Collection Program, which consist of E-ZPass®, violations, and eventually video tolls. A brief scope of work performed for the requested services is provided below and detailed further in Attachment E – Scope of Work:

- Accept electronic file transfers from the NY E-ZPass® Customer Service Center (NYCSC) and/or the Port Authority of Toll Violations, Revoked Accounts and Other Low Volume transactions
- Accept e-mailed spreadsheets of parking violations from the Port Authority or its designee

- Pursue and work with debtors to collect amounts owed
- Provide telephone call center services for debtors
- Process and remit tolls and fees collected
- Provide detailed reports of collection activity

The term of this Contract shall be for three (3) years, with two (2) one (1)-year renewal options, commencing on or about January 1, 2015 with an operational start date on or about February 28, 2015. The period between the award date and the operational start date shall be for transition and the Contractor's development and implementation of a Collections Operation Plan as further described in the Scope of Work annexed hereto as Attachment E.

### **C. Deadline for Receipt of Proposals**

The due date specified on the cover page is the Proposal Due Date. Closing of due date is 2:00 P.M., Eastern Standard Time (EST).

The Port Authority assumes no responsibility for delays caused by any delivery service.

### **D. Vendor Profile**

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

### **E. Submission of Proposals**

One reproducible original (containing original signatures and clearly designated as such) and nine (9) double-sided copies of the proposal along with nine (9) compact disc (CD) copies must be submitted on or before the due date and time in accordance with the information on the cover page of this RFP and sent or delivered to the RFP Custodian at the address specified on the cover page. Each copy of the proposal as well as the parcel(s) used for shipping must be conspicuously marked with the Proposer's name and address as well as the Proposer's Vendor Number, if available. In addition, the outside of the package must clearly state the title of this RFP, the number of this RFP and the Proposal Due Date. Failure to properly label proposal submissions may cause a delay in identification, misdirection or disqualification of proposal submissions.

It is necessary to carry valid photo identification when attempting to gain access into the building to hand deliver proposals.

Consistent with environmentally preferable procurement practices, the Port Authority requests all documents submitted to be in a form that can be easily recycled (i.e., no plastic covers or binding) and to provide only supporting literature which directly relates to the proposal being submitted.

## **F. Communications Regarding this RFP**

All communications concerning this RFP should be directed to the Sr. Contracts Specialist listed on the cover page. All questions regarding this RFP should be submitted in writing to the Sr. Contracts Specialist at the email address listed on the cover page no later than 3:00 p.m. (EST) on **July 22, 2014**.

The Sr. Contracts Specialist is authorized only to direct the attention of prospective Proposers to various portions of this RFP so that they may read and interpret such portions themselves.

Neither the Sr. Contracts Specialist nor any other employee of the Port Authority is authorized to interpret the provisions of this RFP or give additional information as to its requirements. If interpretation or other information is required, it will be communicated to Proposers by written addenda and such writing shall form a part of this RFP.

## **G. Proposal Acceptance or Rejection**

Acceptance shall be only by mailing to or delivering at the office designated by the Proposer in its proposal, a notice in writing signed by an authorized representative on behalf of the Port Authority specifically stating that the proposal is accepted or by execution of an agreement covering the subject matter of this RFP signed by authorized representatives of the Port Authority and the Proposer. No other act of the Port Authority, its Commissioners, officers, agents, representatives, or employees shall constitute acceptance of a proposal. Rejection of a proposal shall be only by either (a) a notice in writing specifically stating that the proposal is not accepted, signed by an authorized representative of the Port Authority and mailed to or delivered to the Proposer at the office designated in the Proposal, or (b) omission of the Port Authority to accept the proposal within 180 days after the Proposal Due Date. No other act of the Port Authority, its Commissioners, officers, agents, representatives or employees shall constitute rejection of a proposal.

## **H. Union Jurisdiction**

Proposers 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 Section of this RFP entitled "Harmony" included in the "Standard Contract Terms and Conditions" hereunder.

## **I. City Payroll Tax**

Proposers 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. Proposers 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 entitled "Sales or

Compensating Use Taxes”, in the “Standard Contract Terms and Conditions” included herein, does not apply to these taxes.

## **J. Pre-Proposal Meeting**

A Pre-Proposal Meeting is scheduled for **July 11, 2014 at 10:00 A.M.** at 2 Montgomery Street, 3<sup>rd</sup> Floor, Jersey City, NJ 07302

Any questions concerning this RFP should be submitted in writing prior to the meeting so that the Port Authority may prepare responses in advance of the meeting. Additional questions may be permitted at the meeting; however, responses may be deferred and provided at a later date by written addenda.

Attendance at the Pre-Proposal Meeting is strongly recommended. Information conveyed may be useful to Proposers in preparing their proposals and Proposers not attending assume all risks which may ensue from non-attendance.

Attendees interested in attending should RSVP to Chester Anderson at [canderson@panynj.gov](mailto:canderson@panynj.gov) no later than 12 noon (EST) of the business day preceding the scheduled date(s) to confirm their attendance and/or receive traveling directions. A valid picture ID is required for all individuals attending the Pre-Proposal Meeting.

## **K. Available Documents**

Certain documents, specified below, will be made available for examination by Proposers at the Pre-Proposal Meeting.

These documents were not prepared for the purpose of providing information for Proposers on this RFP but they were prepared for other purposes, such as former other contracts or for design purposes for this or other contracts, and they do not form a part of this RFP. 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 inferences or conclusions drawn therefrom. They are made available to Proposers merely for the purpose of providing them with such information, whether or not such information may be accurate, complete, pertinent or of any value to Proposers.

Said documents are as follows:

General Collection services for the Electronic Toll Collection Program (E-Z Pass), Contract No. 4600009832.

## **L. Aid to Proposers**

As an aid to Proposers in determining the appropriate amount of materials required in the performance of this Contract, the Port Authority provides the following historical data on approximate annual placements. The Port Authority makes no representations, guarantees or warranties that the estimated amounts of materials or numbers provided herein are accurate or complete, or that they will constitute the amounts of materials required to be furnished under this

Contract and, in addition, shall not be responsible for the conclusions to be drawn therefrom. Collection volumes can be found in Attachment F.

### **M. Additional Proposer Information**

Prospective Proposers are advised that additional vendor information, including, but not limited to forms, documents and other information, including M/WBE Participation Plan Submission Forms and protest procedures, may be found on the Port Authority website at:

<http://www.panynj.gov/business-opportunities/become-vendor.html>

### **N. Note on Minimum Wages, Health Benefits and Supplemental Benefits Other Than Health Benefits**

The Contract requirement for Minimum Hourly Wages is stated as a numeric (dollar) amount in this RFP. The requirements for Health Benefits and Supplemental Benefits other than Health Benefits are not stated with numeric values in this RFP, but it is the intention of the Port Authority to reduce those requirements to numeric values at the time of Proposal acceptance. Thus, all three categories will be subject to Audit by the Port Authority and adjustment in the event the Contractor's prices are adjusted as set forth in the Contract terms and conditions and any Underpayment Amounts in any of these categories will be subject to recovery by the Port Authority as set forth in the Contract terms and conditions.

### **O. Contractor Staff Background Screening**

The Contractor awarded this Contract will 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 subcontractor) 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 as provided herein. 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.

## **2. SCOPE OF WORK**

The full Scope of Work is set forth in detail in Attachment E.

## **3. PROPOSER PREREQUISITES**

Only Proposers who can demonstrate that they comply with the following should submit proposals as only proposals from such Proposers will be considered:

- A. The Proposer shall have had at least five (5) years of continuous experience immediately prior to the date of the submission of its proposal in the management and operation of a collections service business actually engaged in providing these services to commercial and industrial accounts under contract. The Proposer may fulfill this prerequisite if it can demonstrate that the persons or entities owning and controlling the Proposer have had a cumulative total of at least the same number of years and type of direct continuous experience immediately prior to the submission of this proposal as is required of the Proposer, or has owned and controlled other entities which meet the requirement.
- B. During the time period as stated in (A) above, the Proposer shall have satisfactorily performed or be performing under at least two (2) contract(s) requiring similar services of similar scope to those required under this Contract.
- C. The Proposer shall demonstrate that it has earned gross revenues of at least \$15 million a year for the last fiscal or calendar year from the type of services or products described herein.
- D. In the event a proposal is submitted by a joint venture the foregoing prerequisites will be considered with respect to such Proposal as follows:

With respect to subparagraph (A) and (B) above, the prerequisite will be considered satisfied if the joint venture itself, or any of its participants individually, can meet the requirements. With respect to subparagraph (C) above, the gross income of the joint venture itself may meet the prerequisites or the gross income of the participants in the joint venture may be considered cumulatively to meet the prerequisite.

If the proposal is submitted by a common law joint venture, a joint venture that has not been established as a distinct legal entity, each participant of the joint venture shall be held jointly and severally liable and must individually execute and perform all acts required by this proposal. Documents signed by a common law joint venture, in connection with this proposal, shall include the names of all participants of the joint venture followed by the words "acting jointly and severally". All joint venture proposers must provide documentation of their legal status.

All Proposers must include documentation that they meet the above prerequisites.

By furnishing this solicitation document to Proposers, the Port Authority has not made a determination that the Proposers have met the prerequisites or have otherwise been deemed qualified to perform the services. In addition, a determination that a Proposer has met the prerequisites is no assurance that they will be deemed qualified in connection with other proposal requirements included herein.

All Proposers must include documentation that they meet the above prerequisites. By furnishing this solicitation document to Proposers, the Port Authority has not made a determination that the Proposers have met the prerequisites or have otherwise been deemed qualified to perform the services. In addition, a determination that a Proposer has met the prerequisites is no assurance that they will be deemed qualified in connection with other proposal requirements included herein.

#### **4. BACKGROUND QUALIFICATION QUESTIONNAIRE (TO BE SUBMITTED DIRECTLY TO THE OFFICE OF THE INSPECTOR GENERAL)**

The Proposer shall submit to the Office of the Inspector General, **at the time of Proposal submission**, a completed Background Qualifications Questionnaire (BQQ), required for itself and all consultants, contractors, subcontractors, sub-consultants and vendors providing services under this Contract, known to the Bidder at the time of Bid submission. **Proposers are encouraged to submit these documents in advance of the Proposal due date.** This document and instructions for submitting the completed BQQ to the Authority's Office of Inspector General can be obtained at the Authority's website through the following link: [http://www.panynj.gov/wtcprogress/pdf/PANYNJ\\_OIG\\_WTC\\_BQQP.zip](http://www.panynj.gov/wtcprogress/pdf/PANYNJ_OIG_WTC_BQQP.zip)

#### **5. FINANCIAL INFORMATION**

The Proposer will be required to demonstrate that it is financially capable of performing the Contract resulting from this RFP ("Contract"). The determination of the Proposer's financial qualifications and ability to perform this Contract will be in the sole discretion of the Port Authority. The Proposer shall submit, with its proposal, the following:

- A. (1) Certified financial statements, including applicable notes, reflecting the Proposer's assets, liabilities, net worth, revenues, expenses, profit or loss and cash flow for the most recent year or the Proposer's most recent fiscal year.
- (2) Where the certified financial statements in (1) above are not available, then reviewed statements from an independent accountant setting forth the aforementioned information shall be provided.

Where the statements submitted pursuant to subparagraphs (1) and (2) aforementioned do not cover a period which includes a date not more than forty-five days prior to the Proposal Due Date, then the Proposer shall also submit a statement in writing, signed by an executive officer or his/her designee, that the present financial condition of the Proposer is at least as good as that shown on the statements submitted.

- B. A statement of work which the Proposer has on hand, including any work on which a bid and/or proposal has been submitted, 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 Proposer's work on these jobs.
- C. The name and address of the Proposer's banking institution, chief banking representative handling the Proposer's account, the Proposer's Federal Employer Identification Number (i.e., the number assigned to firms by the Federal Government for tax purposes), the Proposer's Dun and Bradstreet number, if any, the name of any credit service to which the Proposer furnished information and the number, if any, assigned by such service to the Proposer's account.

## **6. EVALUATION CRITERIA AND RANKING**

All proposals will be reviewed by the Port Authority to determine if they adhere to the format required in this RFP, if they contain all required submissions and if the Proposer meets the preconditions required for submission of a Proposal. For Proposals meeting such requirements, the following criteria, set forth in order of importance, will be utilized in the evaluation of proposals.

### **A. Cost Proposal**

1. The total cost of providing the requested services.

### **B. Work Plan**

Proposer's work plan to meet the functional requirements of the Statement of Work including, but not limited to:

2. Collection Procedures
3. Staffing
4. Debtor Establishment
5. Communications with Debtors
6. Dispute Resolution
7. Reporting
8. Quality control

### **C. Technical Experience, Experience of Proposer, and the Proposer's Capability to Meet the Requirements of this RFP**

9. Firm's experience and success in providing collection services in general and for toll agencies in particular.
10. The extent to which the Proposer, and the managerial and supervisory personnel proposed to be dedicated to this program have experience in implementing and managing similar services in a similar environment using staff comparable in size to that necessary for the services to be provided hereunder.

### **D. Staffing Management**

11. The clarity and feasibility of the Proposal, which shall include the Proposers' management philosophy and principles, including M/WBE provisions and Wage & Health Benefits Package.

## **E. Contractor Identify Check/Background Check Plan**

12. The Proposer must submit a Background Check plan in accordance with this document, which will be considered on a “pass/fail” basis.

## **7. M/WBE SUBCONTRACTING PROVISIONS**

The Port Authority has a long-standing practice of making its business opportunities available to Minority Business Enterprises (MBEs) and Women-Owned Businesses (WBEs) and has taken affirmative steps to encourage such firms to seek business opportunities with the Port Authority. The successful Proposer will use good faith efforts to provide for meaningful participation by Port Authority certified M/WBEs as defined in this document, in the purchasing and subcontracting opportunities associated with this contract, including purchase of equipment, supplies and labor services.

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

"Minority Group" means any of the following racial or ethnic groups:

- 1) African-American persons having origins in any of the Black African racial groups not of Hispanic origin;
- 2) Latino Americans of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race;
- 3) 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;
- 4) 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.

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

The Contractor shall use good faith efforts to achieve participation equivalent to 12% of the total Contract price for MBEs and 5% of the total Contract price for WBEs.

Good faith efforts to include participation by M/WBEs shall include, but not be limited to the following:

Dividing the services and materials to be procured into small portions where feasible;

- 1) Giving reasonable advance notice of specific subcontracting and purchasing opportunities to such firms as may be appropriate;
- 2) Soliciting services and materials from M/WBEs, which are certified by the Port Authority;
- 3) Ensuring that provision is made for timely progress payments to the M/WBEs and;
- 4) Observance of reasonable commercial standards of fair dealing in the respective trade or business.

Proposers are directed to use form PA3749B as the recording mechanism for the M/WBE Participation Plan, annexed hereto as Attachment C or may be downloaded at <http://www.panynj.gov/business-opportunities/become-vendor.html>

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

- Identification of M/WBE's: Provide the names and addresses of all M/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 M/WBE participation expected to be achieved with the arrangement described in the Plan.
- Scope of Work: Describe the specific scope of work the M/WBE's will perform.
- Previous M/WBE Participation: Describe any previous or current M/WBE participation, which the Proposer has utilized in the performance of its contracts.

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

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

Proposers may request a waiver of the M/WBE participation goals set forth in this Contract by providing with its proposal, information in accordance with this provision and the provision entitled "M/WBE Good Faith Participation" in the Standard Terms and Conditions of this Contract.

If the Contractor wishes to subcontract a portion of the Work through a firm not listed in the Directory, but which the Contractor believes should be eligible because it is (1) an M/WBE, as defined above and (2) competent to perform portions of the Work, the Contractor shall submit an M/WBE Uniform Certification Application to the Port Authority of New York and New Jersey, Office of Business Diversity and Civil Rights

(OBDCR), 233 Park Avenue South, 4<sup>th</sup> Floor, New York, NY 10003. The application is available online at <http://www.panynj.gov/business-opportunities/sd-become-certified.html>. In addition, to update your certification file and to advise OBDCR of changes to any information, please email these changes to [OBJOcert@panynj.gov](mailto:OBJOcert@panynj.gov). Credit toward applicable goals will be granted only to Port Authority certified vendors. For more information about M/WBE Programs, call (212) 435-7819.

## **8. CERTIFICATION OF RECYCLED MATERIALS PROVISION**

Proposers shall submit, with their proposal, Attachment H, the Certified Environmentally Preferable Products/Practices Form attesting that the products or items offered by the Proposer 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.

### **Recycling Definitions:**

For purposes of this solicitation, the following definitions shall apply:

- a. "Recovered Material" shall be defined as 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" shall be defined as 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" shall be defined as 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" shall be defined as 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" shall be defined as 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" shall be defined as 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.

## **9. PROPOSAL SUBMISSION REQUIREMENTS**

In order to expedite the evaluation of proposals, the Proposer's response to this RFP shall follow the format and order of items, using the same paragraph identifiers, as set forth below.

### **A. Letter of Transmittal**

The Proposer shall submit a letter on its letterhead, signed by an authorized representative, stating its experience and qualifications in meeting the requirements of this RFP. This letter shall include a statement on whether the Proposer is submitting a proposal as a single entity, a joint venture, or is partnering with another firm in a prime/subcontracting relationship. In all cases, information required for a single entity is required for each participant in a joint venture.

The Letter of Transmittal shall contain:

- 1) Name and address of the Proposer and an original signature on the Letter of Transmittal by an authorized representative on behalf of the Proposer;
- 2) Name(s), title(s) and telephone number(s) of the individual(s) who are authorized to negotiate and execute the Contract;
- 3) Name, title and telephone number of a contact person to which the Port Authority can address questions or issues related to this RFP;
- 4) Name and address of proposed subcontractors, if any
- 5) If a corporation: (a) a statement of the names and residences of its officers, and (b) a copy of its Certificate of Incorporation, with a written declaration signed by the secretary of the corporation, with the corporate seal affixed thereto, that the copy furnished is a true copy of the Certificate of Incorporation as of the date of the opening of the Proposals

If a partnership: a statement of the names and residences of its principal officers, indicating which are general and which are special partners;

If an individual: a statement of residence;

If a joint venture: information on each of the parties consistent with the information requested above; if the Contract is awarded to a common law joint venture (a partnership of business entities) each member will be jointly and severally liable under the Contract.

### **B. Executive Summary**

The Proposer shall submit a summary presenting the major features of its proposal and how the proposal satisfies the requirements contained in this RFP, as well as the special competencies and expertise of the Proposer to meet the requirements of this RFP.

### **C. Agreement on Terms of Discussion**

The Proposer shall submit a copy of the “Agreement on Terms of Discussion,” signed by an authorized representative of the Proposer. The Agreement format is included as Attachment A and shall be submitted by the Proposer without any alterations or deviations. Any Proposer who fails to sign the Port Authority's "Agreement on Terms of Discussion" will not have its proposal reviewed. If the Proposer is a joint venture, an authorized representative of each party must sign the Agreement.

### **D. Certifications With Respect to the Contractor’s Integrity Provisions**

The Proposer, by signing the Letter of Transmittal, makes the certifications in the “Contractor’s Integrity Provisions,” included as Section III of The Standard Contract Terms And Conditions (Attachment BII) of this RFP. If the Proposer cannot make any such certifications, it shall enclose an explanation of that inability.

### **E. Documentation of Proposer Prerequisites**

The Proposer shall submit documentation to demonstrate that it meets all prerequisites, if any, included herein.

### **F. Proposal**

The Proposer must submit a proposal that details and clearly describes its experience and capability to perform the General Collection services described in this RFP, its approach to such work and the cost of such work to the Port Authority.

At a minimum, the proposal shall address the following:

#### **1) Cost Proposal**

- a. Proposers must provide an all-inclusive fee incorporating costs for providing all collection services required in this RFP. Proposers shall provide separate fees for collection of Violations, Revoked Accounts, and Low Volume Transactions calculated as a fixed percentage. The Cost Proposal form can be found in Attachment BIII (A).
- b. Proposers must provide a separate and all-inclusive fee incorporating costs for providing collection services for Airport Parking.

In addition, the Proposer shall submit a completed "Calculation of Hourly Rate" form, found in Attachment BIII (B), which upon acceptance by the Port Authority shall become part of the Contract and subject to audit in accordance with the Wages, Health and Supplemental Benefits requirements hereunder or established at the time of proposal acceptance.

2) **Work Plan**

- a. The Proposer should indicate the total number of full-time (minimum thirty (30) hours/week) employees currently employed by the firm and the number employed in each of the preceding three (3) years.
- b. The Proposer shall show the number of full time and part time employees to be utilized in providing these services, including supervisory staff. The Proposer shall submit a plan to minimize employee turnover. It is the Port Authority's preference to have the Proposers submit a staffing plan that maximizes the use of full time employees.
- c. The Proposer should provide a complete description of how it intends to implement and manage the required services hereunder, including any information that it believes would be helpful to the Port Authority in assessing its ability to provide the services described in the RFP.

The Proposal must include the Proposer's plan to ensure compliance with the requirements of this Contract, including, but not limited to:

- Insurance requirements, such as:
  - general liability insurance
  - automobile insurance
  - workers' compensation insurance
- The Proposer's M/WBE Participation Plan (Attachment C), in accordance with the M/WBE Subcontracting Provisions hereunder.
- The Proposer's Certified Environmentally Preferable Products/Practices Form (Attachment H) ensuring compliance with all applicable federal, state and local standards in their business practices, in accordance with the Certified Environmentally Preferable Products/Practices Provision.

In addition, the Proposer should submit proposed minimum service standards (and the appropriate measurements thereof), concepts or procedures that will further its objective to provide the highest possible level of service for Port Authority Tunnels, Bridges and Terminals and Aviation Facilities, including how it will determine and maintain performance measurements.

3) **Technical Experience, Experience of Proposer, and the Proposer's Capability to Meet the Requirements of this RFP**

- a. The Proposer shall submit a listing of all Collections Contracts that were performed by or are currently being performed by the Proposer within the last five (5) years. For each contract listed, include:
  - The name and address of the contracting party
  - The locations where the work was performed

- Duration of the contract
  - The approximate dollar amount of the contract
  - The annual staff hours of full and part time labor expended in the performance of the contract
  - A summary of the types of work performed
  - The debt to collections ratio for the contract
  - The names, addresses and telephone numbers of the owners
  - Representatives familiar with the work that the Port Authority may contact.
- b. The Proposer should provide a statement indicating the qualifications and experience of managerial and supervisory personnel employed by the firm who are to be exclusively dedicated to the Contract, including:
- Their length of service with the firm
  - The anticipated function of each person on the Contract
  - A summary of the relevant experience of each person listed

The resumes of the individuals who are being recommended for these positions should be included in the Proposal.

- c. The Proposer should provide a complete description of all employee management programs (covering both supervisory and non-supervisory personnel), currently utilized by your firm, including, but not limited to:
- Collection services related training
  - Security training
  - OSHA safety training
  - Employee motivation and incentive programs
  - Health benefits information programs for employees
  - Quality Assurance/Quality Control programs
  - Payroll processing
  - Recruitment procedures
  - Staffing retention plan

- Disciplinary procedures, etc. (include, if available, copies of manuals or other associated documents).
- d. The Proposer shall submit to the Port Authority, a detailed itemized description explaining technical expertise and past experience the Proposer has in the following areas:
- Utilization of technological advances in Collection services and resulting benefits; and
  - File Transfer capability.

**4) Staffing Management**

a. Describe the Proposer’s plan to ensure that an employee who performed a similar role at the Facility under a previous Port Authority Contract suffers no diminution in wage rate under the new Contract.

b. The Proposer shall submit a Wage, Health and Supplemental Benefits Plan for the Contract.

In addition, the Proposer shall submit a self-assessment plan, applicable to all years of the Contract including a system, which shall be subject to audit by the Port Authority, which will monitor on a monthly basis the Contractor’s own performance with respect to its obligation to pay the specified wages, health and other supplemental benefits.

c. The Proposer shall submit a plan demonstrating how it will react to underpayments detected by the above monitoring system and how it will ensure compliance with the required wages, health and other supplemental benefits requirements before the end of the affected period.

d. Describe the Proposer’s employee retention plan for this Contract.

e. Describe the Proposer’s plan to compensate its employees in terms of wages and benefits and how it intends to adjust wages and benefits during the Contract period.

f. The Proposer shall submit in its proposal, its allowance for holiday, vacation and sick days, welfare, retirement, and other supplemental benefits for each of its employees performing services under this Contract including, but not limited to, how such allowance for holiday, vacation and sick days, welfare, retirement, and other supplemental benefits is implemented and administered by the Contractor.

g. Describe the Proposer’s training, health benefits and workplace safety programs for this Contract.

**5) Contractor Identity Check/Background Screening Plan**

The Proposer shall submit a Contractor Identity Check/Background Screening Plan, which demonstrates how the Proposer will ensure that only employees who were successfully prescreened and properly credentialed perform the services herein. This Plan shall be applicable to all year`s of the Contract and shall include, but not be limited to, the following:

The length of time researched for the identity check/background screening on new hires, which shall be at a minimum of ten (10) years of employment history or verification of what an employee documented they have done in the last ten (10) years preceding the date of the investigation, resources utilized to perform this, and the frequency at which it is performed on current employees.

#### **G. Acknowledgment of Addenda**

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

If the Proposer downloaded this RFP document, it is the responsibility of the Proposer 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.

#### **H. Acceptance of Standard Contract Terms and Conditions**

The Port Authority has attached to this RFP as Attachment BII, Standard Contract Terms and Conditions governing the Contract. The Proposer is expected to agree with these Standard Contract Terms and Conditions. However, if the Proposer has any specific exceptions, such exceptions should be set forth in a separate letter included with its response to this RFP. After the proposal due date, the Proposer will be precluded from raising any exceptions unless such exceptions are justified by and directly related to substantive changes in the business or technical requirements and are agreed to by the Proposer and the Port Authority.

#### **I. M/WBE Plan**

The Proposer shall submit an M/WBE Plan in accordance with the M/WBE Subcontracting Provisions hereunder.

### **10. CONDITIONS FOR THE SUBMISSION OF A PROPOSAL**

In addition to all other requirements of this RFP, the Proposer agrees to the following conditions for the submission of its proposal.

#### **A. Changes to this RFP**

At any time, in its sole discretion, the Port Authority may by written addenda, modify, correct, amend, cancel and/or reissue this RFP. If an addendum is issued prior to the date proposals are due, it will be provided to all parties to whom RFP's were sent. If an addendum is issued after proposals have been received, the addendum will be provided only to those whose proposals remain under consideration at such time.

#### **B. Proposal Preparation Costs**

The Port Authority shall not be liable for any costs incurred by the Proposer in the preparation, submittal, presentation, or revision of its proposal, or in any other aspect of the Proposer's pre-

contract activity. No Proposer is entitled to any compensation except under an agreement for performance of services signed by an authorized representative of the Port Authority and the Proposer.

### **C. Disclosure of Proposal Contents / Use of Ideas and Materials**

Proposal information is not generally considered confidential or proprietary. All information contained in the proposal is subject to the “Agreement on Terms of Discussion” attached hereto as Attachment A.

### **D. Ownership of Submitted Materials**

All materials submitted in response to or in connection with this RFP shall become the property of the Port Authority. Selection or rejection of a Proposal shall not affect this right

### **E. Subcontractors**

If a Proposer intends to use subcontractor(s) the Proposer must identify in its proposal the names of the subcontractor(s) and the portions of the work the subcontractor(s) will perform.

### **F. Conflict of Interest**

If the Proposer or any employee, agent or subcontractor of the Proposer may have a possible conflict of interest, or may give the appearance of a possible conflict of interest, the Proposer shall include in its proposal a statement indicating the nature of the conflict. The Port Authority reserves the right to disqualify the Proposer if, in its sole discretion, any interest disclosed from any source could create a conflict of interest or give the appearance of a conflict of interest. The Port Authority’s determination regarding any questions of conflict of interest shall be final.

### **G. Authorized Signature**

Proposals must be signed by an authorized corporate officer (e.g., President or Vice President), General Partner, or such other individual authorized to bind the Proposer to the provisions of its proposal and this RFP.

### **H. References**

The Port Authority may consult any reference familiar with the Proposer regarding its current or prior operations and projects, financial resources, reputation, performance, or other matters. Submission of a proposal shall constitute permission by the Proposer for the Port Authority to make such inquiries and authorization to third parties to respond thereto. Attachment I, “Proposers Reference Form” is annexed hereto for Proposers to list references.

### **I. Evaluation Procedures and Negotiation**

Only Proposers which meet the prerequisites may have their proposals evaluated based on the evaluation criteria set forth in this RFP. The Port Authority may use such procedures that it deems appropriate to evaluate such proposals. The Port Authority may elect to initiate contract

negotiations with one or more Proposers including negotiation of costs/price(s) and any other term or condition, including modifying any requirement of this RFP. The option of whether or not to initiate contract negotiations rests solely with the Port Authority.

**J. Taxes and Costs**

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). All costs associated with the Contract must reflect this exemption and be stated in U.S currency.

**K. Most Advantageous Proposal/No Obligation to Award**

The Port Authority reserves the right to award the Contract to other than the Proposer proposing the lowest price. The Contract will be awarded to the Proposer whose proposal the Port Authority believes, in its sole discretion, will be the most advantageous to the Port Authority. Neither the release of this RFP nor the acceptance of any response thereto shall compel the Port Authority to accept any proposal. The Port Authority shall not be obligated in any manner whatsoever to any Proposer until a proposal is accepted by the Port Authority in the manner provided in the Section of this RFP entitled “Proposal Acceptance or Rejection.”

**L. Multiple Contract Award**

The Port Authority reserves the right to award multiple Contracts for the products, work and/or services that are the subject matter of this RFP and Proposers are hereby given notice that they may not be the Port Authority’s only contractor for such products, work and/or services.

**M. Right to Extend Contract**

If this is a proposal for a contract for a term of years, including specified options for renewal, the Port Authority reserves the additional right to extend the contract term for an additional 120 days, upon the same terms and conditions of the original Contract negotiated between the Port Authority and the successful Proposer.

**N. Rights of the Port Authority**

- 1) The Port Authority reserves all its rights at law and equity with respect to this RFP including, but not limited to, the unqualified right, at any time and in its sole discretion, to change or modify this RFP, to reject any and all proposals, to waive defects or irregularities in proposals received, to seek clarification of proposals, to request additional information, to request any or all Proposers to make a presentation, to undertake discussions and modifications with one or more Proposers, or to negotiate an agreement with any Proposer or third person who, at any time, subsequent to the deadline for submissions to this RFP, may express an interest in the subject matter hereof, to terminate further participation in the proposal process by a Proposer or to proceed with any proposal or modified proposal, which in its judgment will, under all circumstances, best serve the Port Authority’s interest. The Port Authority may, but shall not be obliged to, consider incomplete proposals or to request or accept additional material or information. The

holding of any discussions with any Proposer shall not constitute acceptance of a proposal, and a proposal may be accepted with or without discussions.

- 2) No Proposer shall have any rights against the Port Authority arising from the contents of this RFP, the receipt of proposals, or the incorporation in or rejection of information contained in any proposal or in any other document. The Port Authority makes no representations, warranties, or guarantees that the information contained herein, or in any addenda hereto, is accurate, complete, or timely or that such information accurately represents the conditions that would be encountered during the performance of the Contract. The furnishing of such information by the Port Authority shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Proposer, by submitting its proposal, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the Port Authority liable or responsible therefore in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement or promise, of the Port Authority, its directors, officers, agents, representatives, or employees, oral or in writing, shall impair or limit the effect of the warranties of the Proposer required by this RFP or Contract and the Proposer agrees that it shall not hold the Port Authority liable or responsible therefore in any manner whatsoever.
- 3) At any time and from time to time after the opening of the proposals, the Port Authority may give oral or written notice to one or more Proposers to furnish additional information relating to its proposal and/or qualifications to perform the services contained in this RFP, or to meet with designated representatives of the Port Authority. The giving of such notice shall not be construed as an acceptance of a proposal. Information shall be submitted within three (3) calendar days after the Port Authority's request unless a shorter or longer time is specified therein.

#### **O. No Personal Liability**

Neither the Commissioners of the Port Authority, nor any of them, nor any officer, agent or employee thereof shall be charged personally with any liability by a Proposer or another or held liable to a Proposer or another under any term or provision of this RFP or any statements made herein or because of the submission or attempted submission of a proposal or other response hereto or otherwise.

#### **11. 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 subcontractor) 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. 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.

## **12. ATTACHMENTS**

- Attachment A – Agreement on Terms of Discussion
- Attachment B1 – Contract Terms and Conditions for Facility Services
- Attachment BII – Standard Contract Terms and Conditions
- Attachment BIII (A) – Cost Proposal Form
- Attachment BIII (B) – Calculation of Average Hourly Rate Form
- Attachment C – M/WBE Participation Plan
- Attachment D – Statement of Subcontractor Payments
- Attachment E – Scope of Work
- Attachment F - Collection Volumes
- Attachment G – Port Authority Audit Checklists
- Attachment H - Certified Environmentally Preferable Products/Practices
- Attachment I - Proposer Reference Form
- Attachment J1 – NYCSC Collection Interface Control Documents
- Attachment J2 - NYCSC Collection Interface Control Documents
- Exhibit I - Wage And Benefits Statement

**ATTACHMENT A - AGREEMENT ON TERMS OF DISCUSSION**

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

Notwithstanding the above, and without assuming any legal obligation, the Port Authority will employ reasonable efforts, subject to the provisions of the Port Authority Freedom of Information Code and Procedure adopted by the Port Authority’s Board of Commissioners on March 29, 2012, which may be found on the Port Authority website at: <http://www.panynj.gov/corporate-information/pdf/foi-code.pdf>, not to disclose to any competitor of the undersigned, information submitted which are trade secrets or is maintained for the regulation or supervision of commercial enterprise which, if disclosed, would cause injury to the competitive position of the enterprise, and which information is identified by the Proposer as proprietary, as more fully set forth in the FOI Code, which may be disclosed by the undersigned to the Port Authority as part of or in connection with the submission of a proposal.

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

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DO NOT RETYPE.

## **ATTACHMENT BI - CONTRACT TERMS AND CONDITIONS FOR FACILITY SERVICES**

### **CONTRACT DESCRIPTION**

#### **1. General Agreement**

The Contractor agrees to perform General Collection services for the Port Authority's E-ZPass™ Electronic Toll Collection Program and all related areas as set forth herein, including but not limited to, the collection of unpaid toll violations and administrative fees, revoked accounts, and unpaid airport parking transactions and do all other things necessary, proper 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 him by this Contract (collectively, "Services").

The enumeration in these Contract Documents of particular things to be furnished or done at the Contractor's expense, or without cost or expense to the Port Authority, or without additional compensation to the Contractor shall not be deemed to imply that only things of a nature similar to those enumerated shall be so furnished and done; but the Contractor shall perform all Work as required without other compensation than that specifically provided, whatsoever changes may be made in the Specifications, whatsoever Work may be required in addition to that required by the Specifications in their present form, and whatsoever obstacles or unforeseen conditions may arise or be encountered.

#### **2. Duration**

- A. The initial term of this Contract (referred to herein as the "Base Term") shall be for a three (3) year period commencing on or about January 1, 2015 on the specific date set forth in the Port Authority's written notice of Proposal acceptance (said date herein referred to as "the Effective Date" or "Commencement Date") and unless sooner terminated, revoked or extended in accordance with the provisions hereof, shall expire on the day preceding the third anniversary thereof (said date referred to herein as "the Expiration Date").
- B. The Port Authority shall have the right to extend this Contract for two (2) one (1) year periods from the Expiration Date (herein referred to as the "Option Periods") upon the same terms and conditions subject to the following: not later than thirty (30) days prior to the Expiration Date, the Port Authority will send a notice that it is extending the Base Term of this Contract, as aforesaid, and the term of the Contract shall thereupon be extended for the Option Period on the same terms and conditions. The prices quoted by the Contractor for the third year of the Base Term shall remain in effect during this extension period without escalation.
- C. The Port Authority shall have the absolute right to extend this Contract for an additional one hundred twenty (120) day period subsequent to the Expiration Date of the Base Term or Option Period if exercised, subject to the same terms and conditions then in effect. The prices quoted by the Contractor for the third year of the Base Term, or second year of the Option Period, if applicable, shall remain in effect during this extension period without escalation. The Port

Authority will advise the Contractor, in writing, at least thirty (30) days prior to the applicable Expiration Date that the Contract term is so extended.

### **3. Payment**

Subject to the provisions of this Contract, the Port Authority agrees to pay to the Contractor and the Contractor agrees to accept from the Port Authority as full and complete consideration for the performance of all its obligations under this Contract and as sole compensation for the Work performed by the Contractor hereunder, a compensation calculated from the actual quantities of Services performed and the respective prices inserted by the Contractor in the Cost Proposal Forms(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 Cost Proposal Forms(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 or actual 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. The Contractor shall submit to the Manager by the fifteenth day of the prior period (including the month following the termination, revocation or expiration of this Contract) a complete and correct invoice for the Work performed during the preceding period 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.
- B. No certificate, payment, acceptance of any Work or any other act or omission of any representative of the Port Authority shall operate to release the Contractor from any obligation under or upon this Contract, or to estop the Port Authority from showing at any time that such certificate, payment, acceptance, act or omission was incorrect or to preclude the Port Authority from recovering any monies paid in excess of those lawfully due and any damage sustained by the Port Authority.
- C. 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, shall mean 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 to the Average Direct Hourly Wages**

For each year of any Option Period that is applicable to this Contract and is exercised hereunder, (excluding the 120 day Extension Period as described in the paragraph entitled “Duration”) the Port Authority shall adjust the compensation due the Contractor for wages utilizing the Consumer Price Index for all Urban Consumers; Series Id: CUURA101SA0L2; Not Seasonally Adjusted; New York-Northern New Jersey-Long Island, NY-NJ-CT-PA area; all items less shelter; 1982-1984=100, published by the Bureau of Labor Statistics of the United States Department of Labor (hereinafter called the “Price Index”).

For the first Option Period, the Price Index shall be determined for the months of July 2016 and July 2017. The Average Direct Hourly Wage payable in the final year of the Base Term shall be multiplied by a fraction the numerator of which is the Price Index for July 2017 and the denominator of which is the Price Index for July 2016. The resulting products shall be the Average Direct Hourly Wage payable in the first Option Period.

For the second Option Period, the Price Index shall be determined for the months of July 2017 and July 2018. The Average Direct Hourly Wage payable in the first year of the Option Period shall be multiplied by a fraction the numerator of which is the Price Index for July 2018 and the denominator of which is the Price Index for July 2017. The resulting products shall be the Average Direct Hourly Wage payable in the second year Option Period.

The Average Hourly Direct Wages and the Average Supplemental Benefits as set forth in the “Calculation of Average Hourly Rate Form” and accepted by The Port Authority (cumulatively the “employee payments”) shall be adjusted by multiplying said amounts, as the same may have been previously adjusted hereunder, by the fraction set forth in the applicable paragraph above, and thereafter such adjusted employee payments shall be in effect and payable as though set forth in this Contract. The Contractor shall pay and provide the same to employees hereunder and shall comply with all the terms and provisions of the section of the Contract entitled “Wages, Health and Supplemental Benefits”. At the commencement of each Option Period, if any, the Contractor shall submit to Port Authority its plan to insure its compliance with the employee payments requirement in effect during such coming Option Period. In the event that the Consumer Price Index is not available for any specified month as herein above set forth within the time set forth for payment, such Consumer Price Index for the last month then published shall be used to constitute the Consumer Price Index. In the event that adjustment is calculated to be zero or negative, the effective adjustment shall be zero for that period with respect to the Average Hourly Direct Wages and the Average Supplemental Benefits required herein. Nothing herein shall prevent a contractor from raising wages or increasing benefits at its own discretion.

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

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

If, after an adjustment referred to in this Section, the Index used for computing such adjustment shall be changed or adjusted, then the amounts payable to the Contractor for that period shall be recomputed. If such recomputation results in a smaller increase in the amount payable 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 (or PATH), the Contractor shall refund to the Port Authority excess amounts theretofore paid by the Port Authority for such period.

## **5. 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 materially 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 Cost Proposal Forms(s) and the paragraph herein titled "Increase or Decrease in Areas or Frequencies".

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

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

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

basis of such wages, and (b) taxes actually paid by the employer pursuant to law upon the basis of such wages and workers' compensation premiums paid pursuant to law. "Employees" as used above means only the employees of one employer.

"Net Cost" shall be the Contractor's actual cost after deducting all permitted cash and trade discounts, rebates, allowances, credits, sales taxes, commissions, and refunds (whether or not any or all of the same shall have been taken by the Contractor) of all parts and materials purchased by the Contractor solely for the use in performing its obligation hereunder provided, 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 may be required by it, executed, acknowledged and delivered, assuring to it title to such materials, supplies, equipment, parts, and tools free of encumbrances.

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

The Manager shall have the authority to decide all questions in connection with the 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 he so considers as Extra Work, and failure of the Contractor to provide said notice shall be 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 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 shall thereafter confirm the same in writing. All Extra Work shall be billed to the Port Authority on a separate invoice on a monthly basis.

## **6. Liquidated Damages**

In the event that during any monthly period the Contractor fails to satisfactorily perform all or any part of the Services required hereunder in accordance with the requirements and at the minimum frequencies set forth in the Specifications and Attachment E, Scope of Work (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 to the Port Authority shall be liquidated as follows:

- A. If the Contractor fails to provide weekly, monthly and other reports as specified in the Scope of Work, the Contractor's monthly reimbursement shall be reduced by \$125 per day, per occurrence, per report.
- B. If the Contractor fails to send the required update file transfers to the NYCSC in the required timeframe, the Contractor's monthly reimbursement shall be reduced by \$500 per day until the required files are received.
- C. Files shall be acknowledged to the NYCSC within 2 hours of receipt from the NY CSC. Should the Contractor fail to successfully process and acknowledge any file within the required time frame, the Port Authority shall have the right to assess \$100 for each incident that exceeds 2 hours, but is less than 4 hours and \$500 for each incident that is equal to or exceeds 4 hours.
- D. In the event the Contractor fails to respond to customer complaints in the required timeframe of seventy-two (72) hours, the Port Authority shall have the right to assess \$125 for each incident that exceeds 72 hours, plus \$50 for every additional 24 hours. 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.

Failure of the Manager or the Port Authority to impose liquidated damages shall not be deemed Port Authority acceptance of Contractor's unsatisfactory performance or Contractor's failure to perform, and shall not constitute a waiver of the Port Authority's rights and remedies hereunder.

## **7. Actual Damages**

The Contractor acknowledges that its performance is critical to the operation of the Port Authority in so much as the Services to be provided pursuant to this Agreement directly involve the Port Authority's revenue and customer service. The Contractor agrees that the actual damages set forth below are fair and reasonable and shall be incurred by the Contractor in the event of unsatisfactory performance:

The Contractor shall reimburse the Authority for any revenue, which the Port Authority identifies as having been lost due to the fault of the Contractor. The Port Authority may choose, in its sole discretion, to recover such lost revenue from the Contractor by deducting such amounts from

payments otherwise due and owing from the Port Authority to the Contractor. Lost revenue includes, but is not limited to, such events as lost collection placements, errors or delays in the pursuit of collection activities beyond thirty (30) days of transmittal of individual collection placements to the Contractor and errors related to the transfer or deposit of funds.

## **8. Increases and Decreases in Areas or Frequencies**

The Manager shall have the right, at any time and from time to time in his/her sole discretion, to increase or decrease the frequencies of all or any part of the Services required hereunder and/or to add areas not described herein in the Specifications or 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 not less than seven days, 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 as set forth on the Cost Proposal Forms(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 increase or decrease in areas or frequencies calculated from the quantities of Services to be performed, which in the opinion of the Manager, are necessary to complete the work, by multiplying a unit of measure determined for the Services, 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 frequencies will be implemented which results in a total increase or decrease in compensation that is greater than 50% of the Total Estimated Contract Price for the Base Term or, if changes are to be implemented during an Option Period, 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.

## **9. Authority of the Manager**

Inasmuch as the public interest requires that the Work to which this Contract relates shall be performed in the manner which the Port Authority, acting through the Manager, deems best, the Manager shall have absolute authority to determine what is or is not necessary or proper for or incidental to the portion thereof specified in the clause hereof entitled "General Agreement" and the Specifications shall be deemed merely his present determination on this point. In the exercise of this authority, he shall have power to alter the Specifications; to require the performance of Work not required by them in their present form, even though of a totally different character from that now required; and to vary, increase and diminish the character, quantity and quality of, or to countermand any Work now or hereafter required. Such variation, increase, diminution or countermanding need not be based on necessity but may be based on convenience.

## 10. Authority and Duties of the Manager

In the performance of the Contract, the Contractor shall conform to all orders, directions and requirements of the Manager of the locations as set forth herein and shall perform the Contract to the satisfaction of the Manager at such times and places, by such methods and in such manner and sequence as he may require, and the Contract shall at all stages be subject to his 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 men to which the Manager objects. Upon request, the Contractor shall confirm in writing any oral order, direction, requirements or determination.

## 11. Insurance Procured by the Contractor

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

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

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

**Comprehensive Crime Insurance** covering loss of money inside or outside the premises by reason of larceny, theft, burglary or fraud committed by an employee of the Contractor or non-employee, which shall be in a limit of not less than \$400,000 per occurrence.

In addition, the liability policy (ies) shall name The Port Authority of New York & New Jersey, its related entities, their commissioners, directors, officers, partners, employees and agents as additional insured, including but not limited to premises-operations, products-completed operations on the Commercial General Liability Policy. Moreover, the Commercial General Liability Policy shall not contain any provisions for exclusions from liability other than provisions for exclusion from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy (ies) and certificate of insurance shall contain separation of insured conditions and severability of interests clauses for all policies. These insurance requirements shall be in effect for the duration of the contract to include any warrantee /guarantee period and any maintenance period. An act or omission of one of the insureds shall not reduce or void coverage to the other insureds. Furthermore, the Contractor's insurance shall be primary insurance as respects to the above additional insureds. Any insurance or self-insurance maintained by the above additional insureds shall not contribute to any loss or claim.

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

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

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

**Each policy above shall contain a provision that the policy may not be canceled, terminated, or modified without thirty (30) days’ prior written notice to the Port Authority of NY and NJ, Att: Facility Contract Administrator, at the location where the work will take place and to the General Manager, Risk Financing.**

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

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

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

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

The requirements for insurance procured by the Contractor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Contractor under this contract. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Contractor against the obligations imposed on them by law or by this or any other Contract. *[CITS# 4513N]*

## **12. Wages, Health and Supplemental Benefits**

### **A. Definitions:**

- 1) “Employee” shall mean any person, employed by the Contractor or its subcontractors, to perform any of the Services required under this Contract, excluding those holding the positions of Collections Supervisor, Manager, Assistant Manager, and other administrative personnel performing such duties exclusively.
- 2) “Full Time Employee” (F.T.E.) shall mean any person or Employee who is paid on a straight time hourly basis, working on such a compensation basis for a minimum of thirty (30) hours during a seven (7) day consecutive period continually (including vacation, sick leave, etc.) throughout each Contract Year. Time for which an employee is paid on an overtime or premium time basis shall not be counted in determining the thirty (30) hours requirement. The Port Authority will not reimburse the Contractor for any overtime without the Port Authority’s prior written consent.
- 3) “Straight-time” shall mean the non-overtime hours actually worked by Employees under this Contract and shall include the time an employee spends at roll call, whether or not paid; however, meal periods and relief time shall be excluded, whether or not paid.
- 4) “Direct Wages” shall mean monetary amounts paid by the Contractor or its subcontractor(s) to its employees for straight time (non-overtime) hours worked, including shift differentials, if any. Employee incentive plan payments are not included as Direct Wages.
- 5) “Average Hourly Direct Wages” shall be calculated by dividing the sum of the direct hourly Straight-time wages paid to all Employees in each Employee category by the number of Straight-time hours worked by the Employees in such category.
- 6) “Minimum Hourly Wages” shall mean the levels of fair wages determined by the Port Authority for Employees in each Employee category based on certain benchmarks or other prevailing standards. Employees may not receive Direct Wages lower than the Minimum Hourly Wages stated hereunder.
- 7) “Health Benefits” shall mean benefits, other than Supplemental Benefits, as hereinafter defined, paid or covered under health insurance plans, to cover the costs of healthcare for Employees and their families.

- 8) The “Cost of Health Benefits” shall mean the cost to the Contractor (and its subcontractors) of such benefits that meet the requirements of this Contract for providing health coverage for Employees and their families.
  - 9) “Average Health Benefits” shall be calculated by dividing the sum of the Health Benefits paid or provided for Straight-time hours worked by all Employees in each Employee category by the number of Straight-time hours worked by the Employees in such category.
  - 10) “Supplemental Benefits” shall mean benefits, other than Health Benefits, provided to Employees, including, but not limited to: fair and reasonable vacation allowances, sick leave, holiday, jury duty, birthday, welfare, retirement and non-occupational disability benefits, life, accident, or other such types of insurance, but excluding Health Benefits.
  - 11) The “Cost of Supplemental Benefits” shall mean the cost to the Contractor (and its subcontractors) of all remuneration for employment provided to Employees in any medium other than cash, but including payments which are not Wages within the meaning of this numbered clause.
  - 12) “Average Supplemental Benefits” shall be calculated by dividing the sum of the Supplemental Benefits, which shall exclude Health Benefits, paid or provided for Straight-time hours worked by all Employees in each Employee category by the number of Straight-time hours worked by the Employees in such category.
  - 13) “Contract Year”, as used in this Agreement shall mean the twelve (12) month period commencing on the Commencement Date of the Contract and each successive twelve (12) month period thereafter or such portion of a twelve (12) month period that the Contract is in effect if the Contract should expire or be terminated on other than the last day of such twelve (12) month period.
- B. Supplemental Benefits including but not limited to holiday, sick time and vacation time that are accrued in one year but not paid until the following year are not allowed to be included in the computation of benefits until they are paid.

For example: Assume an employee begins working for the Contractor on January 1, 2008. Although the employee accrues 10 vacation days, he/she cannot take them until he/she has worked for the Contractor for one year. The employee finally takes his/her vacation in February 2009. The employee’s vacation benefits accrued in 2008 but were never paid. Therefore, the Contractor may not include the employee’s vacation benefits in the computation of Supplemental Benefits until it is actually paid. At that time, the vacation time will be credited retroactively and applied in the computation of benefits for the year 2008.

- C. Contractor in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than the Minimum Hourly Wages for each Employee in each category as set forth below and the Average Direct Hourly Wage, as set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority.

Minimum Hourly Wages

Senior Collections Representative

\$23.12 (per hour) – First Year

TBD (per hour) – Second Year

TBD (per hour) – Third Year

- D. Contractor in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than Health benefits established in the Authority's letter of Proposal Acceptance for each Employee in each category, and the Health benefits shall be subject to the requirements as set forth below.
- 1) Health Benefits shall be provided to Employees and their families.
  - 2) Health Benefits shall include a health insurance program addressing the following list of recommended acceptable components:
    - a. up to and including family coverage, as applicable
    - b. inpatient hospital services
    - c. outpatient surgical facility
    - d. emergency room services
    - e. prenatal services
    - f. well visits/immunizations/routine visits for illness
    - g. prescription drug benefit
  - 3) The Cost of Health Benefits shall be as set forth in the Authority's letter of Proposal acceptance at the inception of the Contract, with an exact numerical (dollar) requirement for Health Benefits.
  - 4) The Contractor shall demonstrate to the satisfaction of the Port Authority that Health Benefits are furnished by the Contractor and all subcontractors through one of the following, with no employee contribution to health coverage premiums:
    - a. The Contractor's and subcontractors' Employees and their families are covered under a health benefit plan paid for and provided by the Contractor;
    - b. The Contractor's and subcontractors' Employees and their families are covered by a union benefit plan authorized under the Taft Hartley Act 29 USCA Section 186 (c);

- c. The Contractor's and subcontractors' Employees and their families are covered by a government health benefits program, including, but not limited to Healthy New York, Child Health Plus and NJ FamilyCare.
  - 5) Health Benefits shall be provided to Full Time Employees (F.T.E.'s) and their families no later than thirty (30) days from the first date of Employee performance under the Contract.
  - 6) The Contractor shall provide each F.T.E. with written information, i.e. documents relating to each Employee's health care coverage.
  - 7) The Contractor shall provide continued health benefits to F.T.E.'s and their families of the same quality, or better as those approved by the Authority and initially provided under this Contract, throughout the duration of the Contract term.
- E. Contractor in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than Supplemental benefits established in the Calculation of Average Hourly Rate Form and accepted by the Port Authority for each Employee category, and such Supplemental benefits shall be subject to the requirements as set forth below.
- 1) Without limiting the foregoing, under no circumstances shall the cost of providing uniforms or footwear, cleaning of uniforms, training and transportation to and from post, or any other items incidental to rendering the Services covered under this Contract, be allowed or included in the Cost of Supplemental Benefits.
  - 2) Any reimbursements to employees for expenses, and payroll taxes, employee incentive plans and any other benefits required by law are not includable in the Cost of Supplemental Benefits.
  - 3) The established numerical value for the Supplemental Benefits, other than Health Benefits, shall be as set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority.
- F. In the event that the compensation payable under this Contract is subject to adjustment from time to time as provided in the paragraph entitled "Price Adjustment" in the Contract Specific Terms and Conditions, then the Average Direct Hourly Wages and Supplemental Benefits set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority, shall be adjusted by multiplying said amounts by the same percentage amount which was used to adjust the compensation payable under this Contract, as the same may have been further adjusted.
- G. Nothing contained herein shall be construed to prevent the Contractor or any subcontractor from paying or providing any individual Employee Hourly Direct Wages, Health and Supplemental Benefits higher than the Minimum Hourly Wages, Health and Supplemental Benefits described in this numbered clause. It is understood that the Contractor's obligation to pay or provide the Minimum Hourly Wages as set forth above, the Health Benefits as set forth in the Authority's letter of Proposal Acceptance and the Supplemental Benefits as set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority, allows the

Contractor to pay or provide some of its Employees hourly Direct Wages, Health Benefits and other Supplemental Benefits that are higher than the minimum and nothing herein shall be construed to constitute a representation or guarantee by the Port Authority that the Contractor or its subcontractors can obtain employees for the amounts herein before described.

- H. Contractors (and its subcontractors) should expect to be audited with respect to Wages, Health and Supplemental Benefits paid or provided to Employees under this Contract. All Wage and Benefit requirements under this Contract will be strictly enforced. Failure on the part of the Contractor (and its subcontractors) to comply with any of the requirements under this Contract, including but not limited to the timely submission of payroll certifications and documents related to Health Benefits and Supplemental Benefits provided to Employees may be deemed a substantial breach of this Contract giving rise to the rights and remedies enumerated hereafter in the paragraph entitled "Rights and Remedies of the Port Authority" in the Standard Contract Terms and Conditions, as well as any other rights and remedies the Port Authority would have in the absence of such enumeration and failure to comply with each of these requirements will be taken into consideration prior to award of future contracts with the Port Authority.
- I. The Contractor and its subcontractors shall maintain records in accordance with the requirements set forth in the paragraph entitled "Records and Reports" in the Standard Contract Terms and Conditions.

For records related to Wages, Health and Supplemental Benefits, the Contractor and its subcontractors are also required to provide such records and books of account in spreadsheet or other electronic format, when requested by Port Authority.

Upon request by the Port Authority, the Contractor (and its subcontractors) shall have (15) fifteen business days to provide such payroll records and books of account unless the Port Authority indicates, in writing, that such records and books of account may be provided at a later date.

In the event the Contractor or a subcontractor(s) fails to provide the required records, or if the Port Authority determines that the records and books of account provided for audit are incomplete, the Port Authority may, at its sole discretion, estimate wages, health and supplemental benefits and non-overtime hours worked in order to determine whether the Contractor (or its subcontractors) was in compliance with the Wages, Health and Supplemental Benefits provisions of this Contract.

- J. Further, the Contractor shall submit (and shall cause its subcontractors to submit) to the Port Authority on the fifteenth day of the seventh month following the month in which the Commencement Date of this Contract falls and every six months thereafter, and the month following the month in which the termination date of this Contract falls, a certified statement signed by an executive officer of the Contractor (or its subcontractor) based upon the Contractor's (or subcontractors') payroll records which indicate that the Wage, Health and Supplemental Benefits requirements were met during the six month period ending on the last day of the month preceding the date of submission of the said statement, together with such other detailed information as the Port Authority may request from time to time regarding Wages, Health and Supplemental Benefits paid or provided by the Contractor or its

subcontractor to Employees engaged in providing the Contractor's Services under the Contract. Each certified statement shall, at a minimum, contain the level of detail specified in Exhibit I.

- K. In the event that an audit of the Contractor's (or subcontractors) books and records or the aforesaid monthly statements submitted by the Contractor (or subcontractor) to the Port Authority should disclose that for any Contract Year, either the Contractor or a subcontractor has not paid at least the Minimum Hourly Wages as set forth above, the Average Hourly Direct Wages and the Supplemental Benefits as set forth in the "Calculation of Average Hourly Rate Form" and accepted by the Port Authority, and the Health Benefits as set forth in the Authority's Letter of Proposal Acceptance (the "employee payments"), (including any adjustments, if provided for, reflecting changes in the Consumer Price Index or other indices or instruments as identified by the Port Authority), the Contractor shall pay to the Contractor's Employees who have not been paid the proper employee payments (or to the Port Authority for retention by the Port Authority until such time as the Contractor's Employees are paid), or shall pay to the subcontractor's Employees similarly affected or shall have the subcontractor so pay, at the option of the Port Authority, an amount (calculated for the Contractor or subcontractor which has not paid or provided the required amounts hereunder) equivalent to the product obtained by multiplying the difference between the employee payments required hereunder and the employee payments actually paid or provided by the number of non-overtime hours worked by the affected Employees of the subject Contractor or subcontractor employed during such Contract year, calculated per Paragraph C position category (hereinafter referred to as the "Underpayment Amount"). The Port Authority may, in its discretion, elect to deduct the Underpayment Amount due from the Contractor in accordance with the provisions of this Section from any subsequent payment payable to the Contractor under this Contract plus an amount equal to any payroll and associated taxes which would have been paid on the Underpayment Amount from any subsequent payment payable to the Contractor under this Contract.
- L. In addition to the underpayment payable by the Contractor, the Port Authority may deduct interest on the underpayment amount calculated at 19.2% annual interest from any subsequent payment to the Contractor.
- M. If requested by the Port Authority, the Contractor shall submit to the Port Authority for approval, a plan for the Contractor's or subcontractors' return of the underpayment to each affected Employee, including a deadline for compliance. In approving such a plan, the Authority may require the Contractor or a subcontractor to return the underpayment to the affected Employees in cash and the Contractor or the subcontractor is responsible for any additional payroll taxes resulting from this payment.

## **ATTACHMENT BII – STANDARD CONTRACT TERMS AND CONDITIONS**

### **PART I GENERAL DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

"Minority Group" means any of the following racial or ethnic groups:

- (a) Black persons having origins in any of the Black African racial groups not of Hispanic origin;
- (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race;
- (c) Asian and Pacific Islander persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands;
- a. Native American or Alaskan native persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

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

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

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

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

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

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

## **PART II GENERAL PROVISIONS**

### **1. Facility Rules and Regulations of The Port Authority**

- a. The Contractor shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the facility Rules and Regulations of the Port Authority now in effect, and such further reasonable Rules and Regulations which may from time to

time during the term of this Agreement be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance and efficient operation of the Facility. The Port Authority agrees that, except in case of emergency, it shall give notice to the Contractor of every Rule and Regulation hereafter adopted by it at least five days before the Contractor shall be required to comply therewith.

- b. A copy of the facility Rules and Regulations of the Port Authority shall be available for review by the Contractor at the Office of the Secretary of the Port Authority.

## 2. **Contractor Not An Agent**

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

## 3. **Contractor's Warranties**

The Contractor represents and warrants:

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

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

Nothing in the Specifications or any other part of the Contract is intended as or shall constitute a

representation by the Port Authority as to the feasibility of performance of this Contract or any part thereof.

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

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

#### **4. Personal Non-Liability**

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

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

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

#### **6. Rights and Remedies of the Port Authority**

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

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

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

The enumeration in this numbered clause or elsewhere in this Contract of specific rights and remedies of the Port Authority shall not be deemed to limit any other rights or remedies which the Authority would

have in the absence of such enumeration; and no exercise by the Authority of any right or remedy shall operate as a waiver of any other of its rights or remedies not inconsistent therewith or to 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 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 is 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, officers, representatives and employees from and against all claims and demands, just or unjust, of third persons (including Contractor's employees, employees, officers, and agents of the Port Authority) arising out of or in any way connected or alleged to arise out of or alleged to be in any way connected with the Contract and all other services and activities of the Contractor under this Contract and for all expenses incurred by it and by them in the defense, settlement or satisfaction thereof, including without limitation thereto, claims and demands for death, for personal injury or for property damage, direct or consequential, whether they arise from the acts or omissions of the Contractor, the Port Authority, third persons (including Contractor's employees, employees, officers, and agents of the Port Authority), or from the acts of God or the public enemy, or otherwise, including claims and demands of any local jurisdiction against the Port Authority in connection with this Contract.

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

- a. The risk of any and all loss or damage to Port Authority property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions, on or off the premises, the loss or damage of which shall arise out of the Contractor's operations hereunder. The Contractor shall if so directed by the Port Authority, repair, replace or rebuild to the satisfaction of the Port Authority, any and all parts of the premises or the Facility which may be damaged or destroyed by the acts or omissions of the Contractor, its officers, agents, or employees and if the Contractor shall fail so to repair, replace, or rebuild with due diligence the Port Authority may, at its option, perform any of the foregoing work and the Contractor shall pay to the Port Authority the cost thereof.

- b. The risk of any and all loss or damage of the Contractor's property, equipment (including but not limited to automotive and/or mobile equipment) materials and possessions on the Facility.
- c. The risk of claim, whether made against the Contractor or the Port Authority, for any and all loss or damages occurring to any property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions of the Contractor's agents, employees, materialmen and others performing work hereunder.
- d. The risk of claims for injuries, damage or loss of any kind just or unjust of third persons arising or alleged to arise out of the performance of work hereunder, whether such claims are made against the Contractor or the Port Authority.

If so directed, the Contractor shall at its own expense defend any suit based upon any such claim or demand, even if such suit, claim or demand is groundless, false or fraudulent, and in handling such shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provision of any statutes respecting suits against the Port Authority.

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

## **21. Approval of Methods**

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

## **22. Safety and Cleanliness**

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

closets, equipment, and other personal property of the Port Authority which are located in said facilities.

**23. Accident Reports**

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

**24. Trash Removal**

The Contractor shall remove daily from the Facility by means provided by the Contractor all garbage, debris and other waste material (solid or liquid) arising out of or in connection with its operations hereunder, and any such garbage, debris and other waste material not immediately removed shall be temporarily stored in a clear and sanitary condition, approved by the Facility Manager and shall be kept covered except when filling or emptying them. The Contractor shall exercise care in removing such garbage, debris and other waste materials from the Facility. The manner of such storage and removal shall always be subject in all respects to the continual approval of the Port Authority. No equipment or facilities of the Port Authority shall be used in such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Facility.

**25. Lost and Found Property**

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

**26. Property of the Contractor**

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

**27. Modification of Contract**

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

**28. Invalid Clauses**

If any provision of this Contract shall be such as to destroy its mutuality or to render it invalid or illegal, then, if it shall not appear to have been so material that without it the Contract would not have been

made by the parties, it shall not be deemed to form part thereof but the balance of the Contract shall remain in full force and effect.

### **29. Approval of Materials, Supplies and Equipment**

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

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

### **30. Intellectual Property**

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

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

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

### **31. Contract Records and Documents – Passwords and Codes**

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

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

### **32. 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 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 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 the Transportation Worker Identification Credential for personnel performing in secure areas at Maritime facilities). Information about S.W.A.C., instructions, corporate enrollment, online applications, and location of processing centers can be found at <http://www.secureworker.com>, or S.W.A.C. may be contacted directly at (877) 522-7922 for more information and the latest pricing. The cost for said background checks for staff that pass and are granted a credential shall be reimbursable to the Contractor (and its subcontractors) as an out-of-pocket expense as provided herein. Staff that are rejected for a credential for any reason are not reimbursable.

- Issuance of Photo Identification Credential

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

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

- Access control, inspection, and monitoring by security guards

The Authority may provide for Authority construction site or facility (including rental spaces) access control, inspection and monitoring by Port Authority Police or Authority retained contractor security guards. However, this provision shall not relieve the Contractor of its responsibility to secure its equipment and work and that of its subconsultant/subcontractor's and service suppliers at the Authority construction site or facility (including rental spaces). In addition, the Contractor,

subcontractor or service provider is not permitted to take photographs, digital images, electronic copying and/or electronic transmission or video recordings or make sketches on any other medium at the Authority construction sites or facilities (including rental spaces), except when necessary to perform the Work under this Contract, without prior written permission from the Authority. Upon request, any photograph, digital images, video recording or sketches made of the Authority construction site or facility shall be submitted to the Authority to determine compliance with this paragraph, which submission shall be conclusive and binding on the submitting entity.

- Compliance with the Port Authority Information Security Handbook

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

- (1) require that the Contractor and subcontractors, when appropriate, sign Non-Disclosure Agreements (NDAs), or an Acknowledgment of an existing NDA, provided by the Authority as a condition of being granted access to Confidential 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, 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. Confidential information shall also 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)*, Protected 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 confidential 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/General Manager 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 their functions unsatisfactorily, they shall be replaced by the Contractor within twenty-four (24) hours following the Contractor’s receipt of the Manager’s request for such replacement.

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

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 (M/WBE), certified by the Port Authority by the day before the bid opening.

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

**47. M/WBE Good Faith Participation**

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

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

- a. Dividing the services and materials to be procured into small portions, where feasible.
- b. Giving reasonable advance notice of specific contracting, subcontracting and purchasing opportunities to such MBEs/WBEs as may be appropriate.
- c. Soliciting services and materials, to be procured, from the Directory of MBEs/WBEs, a copy of which can be obtained on the Port Authority Website at <http://www.panynj.gov/business-opportunities/supplier-diversity.html> or by contacting the Port Authority's Office of Business Diversity and Civil Rights at (212) 435-7819 or seeking MBEs/WBEs from other sources.
- d. Insuring that provision is made to provide progress payments to MBEs/WBEs on a timely basis.
- e. Observance of reasonable commercial standards of fair dealing in the respective trade or business.

Either prior or subsequent to Contract award, the Contractor may request a full or partial waiver of the M/WBE participation goals set forth in this Contract by providing documentation demonstrating to the Manager, for approval by the Port Authority's Office of Business Diversity and Civil Rights, that its good faith efforts did not result in compliance with the goals set forth above because participation by eligible M/WBEs could not be obtained at a reasonable price or that such M/WBEs were not available to adequately perform as subcontractors. The Contractor shall provide written documentation in support of its request to the Manager. The documentation shall include, but not be limited to, documentation demonstrating good faith efforts as described above, which may include, proof that the Authority's directory does not contain M/WBEs in this specific field of work, a list of organizations contacted to obtain M/WBEs, and/or a list of M/WBEs contacted and their price quotes. If approved by the Authority's Office of Business Diversity and Civil Rights, the Manager will provide written approval of the modified or waived M/WBE Participation Plan.

Subsequent to Contract award, all changes to the M/WBE Participation Plan must be submitted via a modified M/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 M/WBE Plan, Contractors are directed to use form PA3749C, which may be downloaded at <http://www.panynj.gov/business-opportunities/become-vendor.html>. The Contractor shall not make changes to its approved M/WBE Participation Plan or substitute M/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 M/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 as the M/WBE Participation Report, annexed hereto as an attachment. The Statement must include the name and business address of each M/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.

If, during the performance of this Contract, the Contractor fails to demonstrate good faith efforts in carrying out its M/WBE Participation Plan and the Contractor has not requested and been granted a full or partial waiver of the M/WBE participation goals set forth in this Contract, the Authority will take into consideration the Contractor's failure to carry out its M/WBE Participation Plan in its evaluation for award of future Authority contracts.

### **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.

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

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

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

- either which would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996, (a copy of which is available upon request) 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, where the solicitation is a Request for Proposals, with respect to (i) the solicitation, evaluation or award of this Contract, or (ii) the preparation of specifications or request for submissions in connection with this Contract.

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

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

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

In any case where the Bidder cannot make the foregoing certifications, the Bidder shall so state and shall furnish with the signed bid a signed statement 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 Director of the Procurement Department of the Authority). Such disclosure is to be updated, as necessary, up to the time of award of this Contract. As a result of such disclosure, the Port Authority shall take appropriate action up to and including a finding of non-responsibility.

Failure to make the required disclosures shall lead to administrative actions up to and including a finding of non-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 April 11, 1996, (a copy of which is available upon request to the Office of the Secretary of the

Port Authority).

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

## **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 Director in writing of such situation giving the full details thereof. Unless the Contractor receives the specific written approval of the Director, the Contractor shall not take the contemplated action which might be viewed as or give the appearance of a conflict of interest. The Director 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 Director and shall become a requirement, as though fully set forth in this Contract. In the event the Director shall determine that the performance by the Contractor of a portion of its Services under this Agreement is precluded by the provisions of this numbered paragraph, or a portion of the Contractor's said Services is determined by the Director to be no longer appropriate because of such preclusion, then the Director shall have full authority on behalf of both parties to order that such portion of the Contractor's Services not be performed by the Contractor, reserving the right, however, to have the Services performed by others and any lump sum compensation payable hereunder which is applicable to the deleted work shall be equitably adjusted by the parties. The Contractor's execution of this document shall constitute a representation by the Contractor that at the time of such execution the Contractor knows of no circumstances, present or anticipated, which come within the provisions of this paragraph or which might otherwise be viewed as or give the appearance of a conflict of interest on the Contractor's part. The Contractor acknowledges that the Authority may preclude it from involvement in certain disposition/privatization initiatives or transactions that result from the findings of its evaluations hereunder or from participation in any contract, which results, directly or indirectly, from the Services provided by the Contractor hereunder. 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.

## **ATTACHMENT BIIIA - COST PROPOSAL FORM**

### **1. Entry of Prices**

- a. The prices quoted shall be written in figures, in ink, preferably black, where required in the spaces provided on the Cost Proposal Form attached hereto and made a part hereof.
- b. All Proposers 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 Cost Proposal Form.
- d. All Proposers are asked to ensure that all figures are inserted as required, and that all computations made have been verified for accuracy. The Proposer is advised that the Port Authority may verify only that Proposal or those Proposals that it deems appropriate and may not check each and every Proposal submitted for computational errors. In the event that errors in computation are made by the Proposer, the Port Authority reserves the right to correct any error and to recompute the Estimated Contract Price, as required, based upon the applicable Cost Per Unit inserted by the Proposer, which amount shall govern in all cases.
- e. In the event that a Proposer quotes an amount in the Estimated Price column but omits to quote a Cost Per Unit for that amount in the space provided, the Port Authority reserves the right to compute and insert the appropriate Cost Per Unit.
- f. The Total Estimated Contract Price is solely for the purpose of facilitating the comparisons of Proposals. Compensation shall be in accordance with the section of this Contract entitled "Payment".
- g. The "Cost Per Unit" shall be deemed to include all items of cost, including but not limited to, materials, labor, equipment, salaries, benefits, insurance, administrative overhead, any applicable fees and profit necessary to perform the Services as indicated in this Contract, whether the aforementioned are actually employed in the furnishing of such Service or whether incidental thereto.

**ATTACHMENT BIII (A) COST PROPOSAL FORM**

Proposers must provide an all-inclusive fee incorporating costs for providing all Services required in this RFP. Proposers shall provide separate fees for collection of Violations, Revoked Accounts, Low Volume Transactions and Airport Parking calculated as a fixed percentage.

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
<b>DESCRIPTION</b>	<b>ESTIMATED THREE (3) YEAR COLLECTIONS</b>	<b>COST PER UNIT</b>	<b>ESTIMATED CONTRACT PRICE, THREE (3) YEARS (Column B X Column C)</b>
Violations	<b>\$13.3 M</b>	<b>%</b>	<b>\$</b>
Revoked Accounts	<b>\$444,000</b>	<b>%</b>	<b>\$</b>
Low Volume Transactions	<b>\$100,000</b>	<b>%</b>	<b>\$</b>
Airport Parking	<b>\$668,000</b>	<b>%</b>	<b>\$</b>
<b>TOTAL ESTIMATED THREE (3) YEAR CONTRACT PRICE</b>			<b>\$</b>

The Estimated collection numbers are here for comparison purposes only and are not guaranteed by the Port Authority.

The Cost Per Unit inserted above shall remain firm throughout the three (3) year base term and any option period(s), if exercised.

## **ATTACHMENT BIII (B) CALCULATION OF AVERAGE HOURLY RATE FORM**

### **INSTRUCTIONS FOR CALCULATION OF AVERAGE HOURLY RATE FORM**

Attached are the “Calculation of Average Hourly Rate” forms for the enumerated positions under this Contract, for each year of the Base Term. A separate form is required for each employee category. The Proposer shall use these forms in support of the Wages, Health and Supplemental Benefits Clause required under this Contract. When completing this form, please refer to the definitions located in the aforementioned clause.

A Proposer or Bidder’s entries in these forms for Item#1, Item#2 and Item #3 shall become requirements if the proposal or bid is accepted by the Port Authority and the Proposer or Bidder must maintain the averages quoted at all times.

Nothing in the forms shall modify the requirements of the clause entitled “Wages, Health and Supplemental Benefits” or the terms and conditions of the subject Contract.

PROPOSER NAME: \_\_\_\_\_ PROPOSAL NUMBER \_\_\_\_\_

**SR. COLLECTIONS REPRESENTATIVE  
Year 1**

**MINIMUM WAGE: \$23.12**

**ITEM # 1**

**AVERAGE HOURLY DIRECT WAGES** \$ \_\_\_\_\_  
**NUMBER OF EMPLOYEES** \_\_\_\_\_

**ITEM #2**

**AVERAGE HEALTH BENEFITS**  
**HEALTH** \$ \_\_\_\_\_

**ITEM #3**

**AVERAGE SUPPLEMENTAL BENEFITS  
(ITEMS NOT REQUIRED BY LAW)**

**NUMBER OF  
DAYS PROVIDED**

<b>HOLIDAY ALLOWANCE</b>	\$ _____	_____
<b>VACATION ALLOWANCE</b>	\$ _____	_____
<b>SICK TIME ALLOWANCE</b>	\$ _____	_____
<b>PENSION</b>	\$ _____	
<b>WELFARE</b>	\$ _____	
<b>OTHER SUPPLEMENTAL BENEFITS</b>	\$ _____	
<b>SPECIFY _____</b>		

**SUB TOTAL (ITEMS # 1, 2 & 3)** \$ \_\_\_\_\_ **sub total 1, 2 & 3**

**ITEM #4**

**AVERAGE TAXES AND INSURANCE  
(ITEM REQUIRED BY LAW)**

<b>F.I.C.A.</b>	\$ _____
<b>N.Y.S.U.I./ N.J.S.U.I.</b>	\$ _____
<b>F.U.I.</b>	\$ _____
<b>WORKERS' COMPENSATION</b>	\$ _____
<b>GENERAL LIABILITY INSURANCE</b>	\$ _____
<b>DISABILITY INSURANCE</b>	\$ _____
<b>OTHER TAXES AND INSURANCE</b>	\$ _____
<b>SPECIFY _____</b>	

**ITEM #5**

**AVERAGE ADDITIONAL COMPONENTS  
(IF APPLICABLE)**

<b>VEHICLE/MTCE/FUEL</b>	\$ _____
<b>UNIFORMS</b>	\$ _____
<b>EQUIPMENT</b>	\$ _____
<b>MATERIALS</b>	\$ _____
<b>SUPPLIES</b>	\$ _____
<b>RELIEF</b>	\$ _____
<b>ROLL CALL</b>	\$ _____
<b>OTHER COMPONENTS NOT SPECIFIED ABOVE</b>	\$ _____
<b>SPECIFY _____</b>	

**AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD  
AND PROFIT** \$ \_\_\_\_\_  
**TOTAL (ITEMS # 1, 2, 3, 4 & 5)** \$ \_\_\_\_\_

PROPOSER NAME: \_\_\_\_\_ PROPOSAL NUMBER \_\_\_\_\_

**SR. COLLECTIONS REPRESENTATIVE  
YEAR 2**

**MINIMUM WAGE: \$23.28**

**ITEM# 1**

**AVERAGE HOURLY DIRECT WAGES** \$ \_\_\_\_\_  
**NUMBER OF EMPLOYEES** \_\_\_\_\_

**ITEM #2**

**AVERAGE HEALTH BENEFITS**  
**HEALTH** \$ \_\_\_\_\_

**ITEM #3**

**AVERAGE SUPPLEMENTAL BENEFITS  
(ITEMS NOT REQUIRED BY LAW)**

**NUMBER OF  
DAYS PROVIDED**

<b>HOLIDAY ALLOWANCE</b>	\$ _____	_____
<b>VACATION ALLOWANCE</b>	\$ _____	_____
<b>SICK TIME ALLOWANCE</b>	\$ _____	_____
<b>PENSION</b>	\$ _____	
<b>WELFARE</b>	\$ _____	
<b>OTHER SUPPLEMENTAL BENEFITS</b>	\$ _____	
<b>SPECIFY _____</b>		

**SUB TOTAL (ITEMS # 1, 2 & 3)** \$ \_\_\_\_\_ **sub total 1, 2 & 3**

**ITEM #4**

**AVERAGE TAXES AND INSURANCE  
(ITEM REQUIRED BY LAW)**

<b>F.I.C.A.</b>	\$ _____
<b>N.Y.S.U.I./ N.J.S.U.I.</b>	\$ _____
<b>F.U.I.</b>	\$ _____
<b>WORKERS' COMPENSATION</b>	\$ _____
<b>GENERAL LIABILITY INSURANCE</b>	\$ _____
<b>DISABILITY INSURANCE</b>	\$ _____
<b>OTHER TAXES AND INSURANCE</b>	\$ _____
<b>SPECIFY _____</b>	

**ITEM #5**

**AVERAGE ADDITIONAL COMPONENTS  
(IF APPLICABLE)**

<b>VEHICLE/MTCE/FUEL</b>	\$ _____
<b>UNIFORMS</b>	\$ _____
<b>EQUIPMENT</b>	\$ _____
<b>MATERIALS</b>	\$ _____
<b>SUPPLIES</b>	\$ _____
<b>RELIEF</b>	\$ _____
<b>ROLL CALL</b>	\$ _____
<b>OTHER COMPONENTS NOT SPECIFIED ABOVE</b>	\$ _____
<b>SPECIFY _____</b>	

**AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD  
AND PROFIT** \$ \_\_\_\_\_  
**TOTAL (ITEMS # 1, 2, 3, 4 & 5)** \$ \_\_\_\_\_

PROPOSER NAME: \_\_\_\_\_ PROPOSAL NUMBER \_\_\_\_\_

**SR. COLLECTIONS REPRESENTATIVE  
YEAR 3**

**MINIMUM WAGE: \$23.44**

**ITEM# 1**

**AVERAGE HOURLY DIRECT WAGES** \$ \_\_\_\_\_  
**NUMBER OF EMPLOYEES** \_\_\_\_\_

**ITEM #2**

**AVERAGE HEALTH BENEFITS**  
**HEALTH** \$ \_\_\_\_\_

**ITEM #3**

**AVERAGE SUPPLEMENTAL BENEFITS  
(ITEMS NOT REQUIRED BY LAW)**

**HOLIDAY ALLOWANCE** \$ \_\_\_\_\_  
**VACATION ALLOWANCE** \$ \_\_\_\_\_  
**SICK TIME ALLOWANCE** \$ \_\_\_\_\_  
**PENSION** \$ \_\_\_\_\_  
**WELFARE** \$ \_\_\_\_\_  
**OTHER SUPPLEMENTAL BENEFITS** \$ \_\_\_\_\_  
**SPECIFY** \_\_\_\_\_

**NUMBER OF  
DAYS PROVIDED**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SUB TOTAL (ITEMS # 1, 2 & 3)** \$ \_\_\_\_\_ **sub total 1, 2 & 3**

**ITEM #4**

**AVERAGE TAXES AND INSURANCE  
(ITEM REQUIRED BY LAW)**

**F.I.C.A.** \$ \_\_\_\_\_  
**N.Y.S.U.I./ N.J.S.U.I.** \$ \_\_\_\_\_  
**F.U.I.** \$ \_\_\_\_\_  
**WORKERS' COMPENSATION** \$ \_\_\_\_\_  
**GENERAL LIABILITY INSURANCE** \$ \_\_\_\_\_  
**DISABILITY INSURANCE** \$ \_\_\_\_\_  
**OTHER TAXES AND INSURANCE** \$ \_\_\_\_\_  
**SPECIFY** \_\_\_\_\_

**ITEM #5**

**AVERAGE ADDITIONAL COMPONENTS  
(IF APPLICABLE)**

**VEHICLE/MTCE/FUEL** \$ \_\_\_\_\_  
**UNIFORMS** \$ \_\_\_\_\_  
**EQUIPMENT** \$ \_\_\_\_\_  
**MATERIALS** \$ \_\_\_\_\_  
**SUPPLIES** \$ \_\_\_\_\_  
**RELIEF** \$ \_\_\_\_\_  
**ROLL CALL** \$ \_\_\_\_\_  
**OTHER COMPONENTS NOT SPECIFIED ABOVE** \$ \_\_\_\_\_  
**SPECIFY** \_\_\_\_\_

**AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD  
AND PROFIT** \$ \_\_\_\_\_  
**TOTAL (ITEMS # 1, 2, 3, 4 & 5)** \$ \_\_\_\_\_

PROCUREMENT M/WBE PARTICIPATION PLAN

PA 3749B / 12-11

Office of Business Diversity and Civil Rights

PAGE: \_\_\_\_\_ OF \_\_\_\_\_

NOTE: The Proposer/Bidder shall submit to the Manager, Line/Facility Dept. Form PA 3749C - MODIFIED PLAN for any changes to the original plan: i.e.; subcontractor, dollar amount or work performed. If more than 1 page is used, complete totals on last page.

Purchase Order #: \_\_\_\_\_  
 Proposer/Bidder Name: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_

Contract Description: \_\_\_\_\_  
 Contract Amount: \_\_\_\_\_  
 Contract Goals: MBE \_\_\_\_\_ WBE \_\_\_\_\_

Name, Address, Phone Number of PA Certified M/WBE subcontractor (including name of contact person)	Indicate MBE or WBE	Description of Work, Services to be provided. Where applicable, specify, "supply" or "install" or both "supply" and "install."	Anticipated date work will start and finish	Approximate \$ amount of M/WBE Subcontract	M/WBE % of Total Contract Amount
<b>TOTAL:</b>					

Signature of Contractor: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_ Date \_\_\_\_\_

FOR OBDCR USE ONLY  
 Contract Goals:  Approved  Waived  Rejected  
 Reviewed by: \_\_\_\_\_  
 OBDCR Business Development Representative  
 Print Name: \_\_\_\_\_ Date \_\_\_\_\_

Distribution: Original – OBDCR; Copy 2 –Manager, Line/Facility Department; Copy 3 –Proposer/Bidder, Copy 4 – Procurement Dept – Award File

## INSTRUCTIONS

**PROPOSER INSTRUCTIONS:** In accordance with Section 6. M/WBE Subcontracting Provisions, the proposer shall submit this form as the M/WBE Participation Plan and/or good faith documentation as part of Section 8. Proposal Submission Requirements.

**BIDDER INSTRUCTIONS:** In accordance with Part 1, Section 17 of the contract book, the bidder shall submit this form as the M/WBE Participation Plan and/or best efforts documentation with their bid to the Procurement Department.

**MANAGER/DESIGNEE INSTRUCTIONS:** After a review of the submitted M/WBE Participation plan, forward to the Office of Business Diversity and Civil Rights via fax at (212) 435-7828 or PAD to 233PAS 4th Floor for review and approval. Approved/waived/rejected plan will be returned within 5 business days of receipt of this document. Manager/Designee will advise vendor of the results of the M/WBE Participation Plan review.

**ATTACHMENT D- STATEMENT OF SUBCONTRACTOR PAYMENTS**

**INSTRUCTIONS FOR STATEMENT OF SUBCONTRACTOR PAYMENT**

Attached is the Statement of Subcontractor Payments form, which shall be submitted with every invoice to be used in conjunction with the M/WBE Participation Plan.

# Statement of Subcontractor Payments

M/WBE Participation Report

Contract/PO No.: \_\_\_\_\_

Date of Invoice \_\_\_\_\_

Contract Title: \_\_\_\_\_

Committed M/WBE Goals: M\_\_\_\_ W\_\_\_\_

Prime Contractor Name: \_\_\_\_\_

Contract/PO Amount: \_\_\_\_\_

Award date: \_\_\_\_\_

Completion date: \_\_\_\_\_

PA Project Manager: \_\_\_\_\_

M/WBE Participation to date M\_\_\_\_ W\_\_\_\_

Subcontractor's Name	Description of Work Performed or Materials Supplied by Subcontractor	Subcontractor's Address & Phone No.	M/WBE Status	Total Contract Amount Awarded to Sub	Total of Sub's Previous Requests	Amount Paid Sub to date	Amount of This Request

In connection with the above-captioned contract: I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of this company, and that the following Minority and Women Business Enterprises have been contracted with and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on the above captioned contract; that there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated; and that this is a full, true, and complete statement of all such MBEs/WBEs and of the amounts paid, due, and to become due to them.

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Title \_\_\_\_\_ Telephone \_\_\_\_\_

## **ATTACHMENT E - Scope of Work**

### **Contents**

1. E-ZPass® and All Electronic Tolling (AET) Overview
2. Background
  - 2.1 Unpaid Toll Violations and related Administrative Fees
  - 2.2 Revoked Accounts (Negative Balance)
  - 2.3 Airport Parking
  - 2.4 Low-Volume Transactions
3. Proposal Requirements
  - 3.1 General
  - 3.2 Staffing
4. Requested Services - Unpaid Toll Violations (2.1) & Revoked Accounts (2.2)
  - 4.1 General
  - 4.2 Staffing
  - 4.3 NYCSC Interface
  - 4.4 Debtor Establishment
  - 4.5 Communications with Debtors
  - 4.6 Dispute Resolution
  - 4.7 Debtor Settlement Discussions
  - 4.8 Lockbox Services - Separate lockboxes shall be established, maintained and reported on for E-ZPass and Airport Parking
  - 4.9 Reporting - Separate reporting and invoicing shall be done for E-ZPass, Airport Parking and low volume transactions

## 5. Requested Service – Airport Parking (2.3) and Low-Volume Transactions (2.4)

5.1 General

5.2 Staffing

5.3 NYCSC Interface

5.4 Debtor Establishment

5.5 Communications with Debtor

5.6 Dispute Resolution

5.7 Debtor Settlement Discussions

5.8 Lockbox Services

5.9 Reporting

## 6. Collections Operation Plan

6.1 Staffing

6.2 Start-up

6.3 Operational Procedures

6.4 Communication Plan

6.5 Accounting

6.6 Quality Assurance

6.7 Disaster Recovery and Continuation Plan

6.8 NYCSC Interface Test Plan

6.9 Reporting Requirements

6.10 Inspection and Record Keeping

6.11 Auditing

6.12 Transition

## Appendix - A Data and Document Retention Requirements

## **1.E-ZPass® and All Electronic Tolling (AET) Overview**

The Port Authority is responsible for the operation of the E-ZPass electronic toll collection system on its six bridge and tunnel toll facilities, which include the George Washington Bridge Bayonne Bridge, Outerbridge Crossing, Goethals Bridge, and the Lincoln and Holland Tunnels. E-ZPass customers establish and fund accounts from which tolls are deducted. In addition to its bridge and tunnel toll facilities, the Port Authority is also responsible for the operation of the parking lots at John F. Kennedy International, Newark Liberty International, LaGuardia and Stewart International Airports, all of which utilize E-ZPass for payment, referred to as E-ZPass Plus. The Port Authority will have the Bayonne Bridge operating under All-Electronic Tolling (AET). AET accounts are post-paid accounts created based upon license plate images taken when vehicles cross a tolling point. Invoices are mailed to the registered vehicle owner. As part of the E-ZPass program, the New York Customer Service Center (NYCSC) has been established to maintain customer accounts and initiate the pursuit of E-ZPass violators (individuals who do not pay the toll when due). The Port Authority has contracted with Xerox State & Local Solutions, Inc. for the operation of the NYCSC. Xerox manages active accounts; opens and closes accounts; collects pre-paid toll deposits and violations payments; processes toll violations; processes non-toll (parking) transactions; operates the telephone call center; and, provides reporting functions.

The operation of E-ZPass at a typical toll lane is as follows: A vehicle using E-ZPass is equipped with an electronic transponder, commonly referred to as a “tag”. When the vehicle passes through a toll lane, an antenna in the lane “reads” the information on the tag. Data collected in the toll lanes are stored as transactions on the central host computer(s) The NYCSC periodically retrieves transactions from the host computer(s) and processes them according to a set of business rules (cash toll transactions are not processed by the NYCSC). These transactions are generally grouped as either E-ZPass transactions or Toll Evasion Transactions (Violations). The NYCSC uses information retrieved from the tag to deduct money from the E-ZPass customer’s prepaid account balance. For violations, the NYCSC requests the name and address of the registered vehicle owner from the appropriate Department of Motor Vehicles. Once a name and address are received, notices are sent by the NYCSC requesting payment of the tolls and associated fees. Violations that remain unpaid after two notices shall be escalated to Contractor, for collection, and Contractor shall be entitled to a percentage of net funds collected (adjusted for Non-Sufficient Funds (NSF)), in collection status.

The Contractor will be required to adhere to the Fair Debt Collection Practices Act and all applicable federal, state and local laws and regulations, demonstrate a commitment to integrity and professionalism, and ensure confidentiality regarding personal information, while maximizing the recovery of amounts owed.

## **2. Background**

There are four areas, as described in the following paragraphs, for which collection services are needed. The first two categories – unpaid violations and revoked accounts – constitute

the vast majority of transactions since the NYCSC shall transfer unpaid violation and revoked account placement files to Contractor daily. Transactions in the remaining two categories -- airport parking charges and other ad hoc, low-volume transactions -- shall be transferred to the Contractor by spreadsheet on an as-needed basis.

## **2.1 Unpaid Toll Violations and related Administrative Fees**

Currently, a toll violation occurs at Port Authority Facilities when a vehicle goes through a tolling point and neither a valid E-ZPass transponder (tag) is detected nor a cash payment is made. When a violation is detected in the lane, a license plate image and a toll transaction data record indicating non-payment is generated. This data is forwarded to the NYCSC for review to determine if the vehicle license plate is associated with a valid E-ZPass customer account. If so, the account is debited for the toll amount and the process ends. If no match to a valid account is found, the license plate number is sent to the appropriate state Division of Motor Vehicles (DMV) in order to obtain the name and address of the registered vehicle owner. The NYCSC then sends a notice to the registered owner requesting the toll and a related administrative fee (currently fifty dollars). If payment or partial payment are not received within thirty days, a second notice is sent. If payment or partial payment are still not received within thirty days after the second notice, the NYCSC shall forward the violation transaction to the Contractor.

The Port Authority is planning to implement All-Electronic Tolling (AET) on the Bayonne Bridge, beginning sometime in 2015. With AET, there is no cash collection in the toll plaza; customers either use E-ZPass or have an image taken of their license plate (video toll). However, unlike today, instead of generating a violation notice upon obtaining the registered owner information from the DMV, under AET a toll invoice will be sent, requesting payment of the toll due. AET video toll customers will receive two opportunities, with thirty days each, to pay their invoices, before receiving a notice of violation. If they still fail to pay their violation notice, there is no second violation notice and, instead their account will be escalated to the Contractor.

## **2.2 Revoked Accounts (Negative Balance)**

Today, all Port Authority E-ZPass accounts are supposed to be pre-funded. The NYCSC periodically issues account statements to E-ZPass customers showing account activity including pre-paid balances. Account information is also available to customers at any time through the E-ZPass New York website or by calling the E-ZPass NYCSC. E-ZPass customers can replenish their prepaid account balances via cash, check, or recurring or one-time credit card or ACH payments. If a customer fails to maintain a sufficient prepaid balance on his/her E-ZPass account, the account could fall into negative status as additional toll and non-toll transactions and/or fees are applied. If an account is in a negative status for thirty consecutive days, the NYCSC sends the customer an account revocation-warning letter. If the customer still does not make payment within the next thirty consecutive days, the customer is issued a letter advising him/her that the account has been revoked. As part of the revocation process, a revocation fee (currently twenty-five dollars) and a tag fee (currently

sixteen dollars per interior tag and twenty-two dollars per exterior tag) are assessed to the account. The NYCSC forwards Revoked Account information to the Contractor. Once an account is revoked, tolls and fees will no longer be debited from the account and the amount owed for this specific account will not increase. Customers with revoked accounts are no longer treated as E-ZPass customers, and violation notices are issued for any future tolls.

### **2.3 Airport Parking**

When a customer uses his/her E-ZPass to pay for airport parking, any transactions totaling less than twenty dollars are deducted directly from the E-ZPass pre-paid account balance. Transactions of twenty dollars or more are charged directly to the credit card on file with E-ZPass. The E-ZPass credit card charge is not validated at the time of the transaction, but rather NYCSC provides a batch daily to the credit card provider associated with the E-ZPass account. Transactions are batched daily by the parking management company, which is contracted by the Port Authority to operate the parking lots.

If the credit card provider rejects a credit card transaction, notices are sent to the E-ZPass account holder. If no payment is received after thirty days of issuing the first letter, a second letter is sent. If no payment is received within fifteen days of issuing the second letter, the debt is forwarded to the Contractor, typically during the first week of each calendar month.

Non-E-ZPass customers can also pay for parking transactions directly with a credit card. These transactions are usually submitted to the credit card processor for validation at the time of the transactions. However, in some case, these transactions may also be batched and submitted at a later time. If these transactions are later rejected by the credit card processor, the debt will be forwarded to the Contractor, typically during the first week of each calendar month. These transactions are provided via spreadsheets.

### **2.4 Low-Volume Transactions**

From time to time, the NYCSC may also forward miscellaneous E-ZPass related collection items to the Contractor that do not fall into any of the categories defined above. These items are transmitted via spreadsheets.

## **3. Proposal Requirements**

### **3.1 General – The Contractor shall:**

- a. Provide a list of all industry certifications held and their significance. The Contractor shall provide any industry rankings it holds, the length of time it has held those rankings and the significance of those rankings.

- b. Comply with current Payment Card Industry (PCI) standards and provide the firm's last assessment from its Qualified Security Assessor (QSA) and Approved Scanning Vendor (ASV).
- c. Describe its analytics and how they contribute to its success (i.e. probability of collection, demographics etc.).
- d. Describe all software programs used, how they are used, and whether they are proprietary. Give as much detail as possible regarding its capabilities. Provide samples of metrics and scorecards for recovery and whatever internal performance measurements they utilize.
- e. Provide its current recovery rate (in as much detail as possible) by industry and year, and describe how the recovery rate is calculated. The Port Authority is especially interested in recovery rates in the toll industry, if available.
- f. Demonstrate a capability to collect in all 50 States and Canada including acceptable payment methods.
- g. Provide examples of reports already used that may be helpful in ensuring the program's success and in meeting the reporting requirements of Section 4.9.

### **3.2 Staffing**

- a. The Contractor shall describe its training program in detail, including hours of initial training, re-training and Port Authority training.
- b. The Contractor shall state the staffing ratio for front line Supervisors to front line collectors.
- c. The Port Authority reserves the right to remove any personnel assigned to the collection process.

## **4. Requested Services - Unpaid Toll Violations (2.1) & Revoked Accounts (2.2)**

### **4.1 General – The Contractor Shall:**

- a. Comply with current Payment Card Industry (PCI) standards. Maintenance PCI compliance throughout the term and any extensions of the Contract and provide documentation annually confirming their compliance from a Quality Security Assessor. In addition, the Contractor performs quarterly vulnerability scanning and an annual penetration test to be performed by an Approve Scanning Vendor.
- b. Maintain a professional demeanor at all times. Note that any harassment or alleged harassment on the part of the Contractor in carrying out the Scope of Work under this Contract against any debtors or other individuals or entities may result in the immediate termination of the Contract.

- c. For all placements referred by the NYCSC and /or the Port Authority, the Contractor will contact the individuals and business entities, and work to recover the unpaid amounts owed to the Port Authority. The work will include all tasks necessary to collect all outstanding amounts as identified by the NYCSC and/or the Port Authority. The Contractor will take all direction from and address all questions to the Port Authority Program Manager, unless otherwise specified.
- d. The Port Authority (or assignee) will notify the Contractor of any debtors who “Direct Pay” after receiving a collection letter from the Contractor. Direct Pay shall mean debtors who pay the Port Authority or NYCSC directly, after receiving collection notices from the Contractor.
- e. Outstanding debt from the previous collection vendor will be turned over to the Contractor at the start of the Contract.
- f. Upon notification by the Port Authority, the Contractor shall immediately stop all or any collection activity. The Port Authority reserves the right to reevaluate, adjust, cancel or recall any placements (violations, revoked accounts, or other) assigned for collections. Contractor shall return accounts to the Port Authority upon recall for any reason at no cost to the Port Authority. Any recalled accounts shall be closed at the Contractor and no fee shall be charged on any collections subsequent to the recall.
- g. Contractor shall have an account management system (AMS) that allows linking of multiple violations under a customer account. The AMS shall include accounts and sub accounts, ability to report total amount due, amount paid based on account name and account number at any given time.
- h. AMS shall have the capability to distinguish NYCSC or Port Authority payments vs. Contractor payments, dismissals, adjustments, etc.
- i. AMS shall have multiple account status’ with ability to update.

#### **4.2 Staffing**

- a. The Contractor shall provide sufficient collection staffing and procedures to perform all collection tasks and functions detailed in this Scope of Work. All staff shall be hired and fully trained prior to commencing operations.
- b. The Contractor shall provide a full-time staff member (Collections Representative) to assist the Port Authority in the resolution of customer disputes related to collection, and to act as a liaison between the Contractor and the NYCSC. The Collections Representative will be stationed at the Port Authority offices to be located at 4 World Trade Center, New York, NY and report to the Port Authority Program Manager, E-ZPass Customer Service. During the course of the Contract, the Port Authority office could be moved to

another location in NYC or Northern NJ. The Contractor shall provide on-line access to its database so that the Contractor's staff representative can obtain real-time information about the status of any given account.

The Collections Representative assigned to the Port Authority should have a minimum of five years of experience in debt collection. The Collections Representative assigned to the Port Authority may, at the sole discretion of the Port Authority, be required to sign Non-Disclosure Agreements with other contractors or consultants hired by the Port Authority.

- c. In addition the Contractor shall have at least one Spanish-speaking collector, dedicated to the Port Authority project, on staff at all times. The Contractor shall list all languages that it can support in both spoken and written means.

#### **4.3 NYCSC Interface**

The Port Authority will refer accounts for collection to the Contractor by directing the NYCSC to transfer separate "placement" files to the Contractor each day – one for unpaid Toll Violations and related administrative fees, and the other for Revoked Accounts.

The Contractor will be required to send and accept these data files as described herein.

Attachments J1 and J2 entitled "NYCSC Collection Interface Control Documents" (ICD) describes the file names and structure for the header, detailed and trailer records of each file that will be sent to the Contractor from the NYCSC and sent from the Contractor to the NYCSC.

- a. Placement File:

Each day, a Violation Transaction File and a Revoked Account File, with new Collection Accounts, are sent to the Contractor from the NYCSC.

- b. Update File – Update to Accounts already placed with Contractor:

After Violation Transactions and Revoked Accounts have been placed with the Contractor, activity may occur which will affect individual amounts outstanding. These activities may include payments received by the NYCSC, payments received by the Port Authority, tags returned that result in a credit to the account, other financial adjustments, etc. The NYCSC will send an Update File to the Contractor to adjust the amounts due. Update files will be sent to the Contractor with the same frequency as Placement Files.

- c. Return File:

Once the Contractor has collection activity related to individual Violations or Revoked Accounts, it shall report on a daily basis any payments, dismissals, updates to addresses at the NYCSC and uncollectables in a file to the NYCSC.

d. Collections Acknowledgement File – From CONTRACTOR to NYCSC:

The Contractor shall acknowledge the receipt of both Placement and Update files through acknowledgement files. Files shall be acknowledged to the NYCSC within two (2) hours of receipt from the NYCSC. The intent is to confirm proper transmission of these files and the ability to open, read and process the records included in the files. Any discrepancies must be immediately reconciled. Any unresolved discrepancies shall be escalated to the Port Authority within 48 hours.

e. NYCSC Acknowledgement File – From NYCSC to CONTRACTOR:

The NYCSC will acknowledge the receipt of the Return File through an acknowledgement file. The intent is to confirm proper transmission of the Return File and the ability to open, read and process the records included in the files. Any discrepancies must be immediately reconciled between the Contractor and NYCSC provider. Any unresolved discrepancies must be escalated to the Port Authority Program Manager within 48 hours.

The Contractor shall receive and transfer all data files between its systems and the NYCSC using Secure FTP, as required.

The Contractor shall have the ability to receive and manage the file transfer described herein and adhere to these file structures.

**4.4 Debtor Establishment – The Contractor shall:**

- a. Establish a method to organize and track individual placements by debtor to more efficiently perform collection activities, as well as prevent multiple contacts to a single debtor.

Note: A debtor may have both Violation Account placements and Revoked Account placements. These placements shall be reported back separately to both the Port Authority and the NYCSC.

- b. Utilize methods to locate delinquent debtors and collect payment (e.g. skip tracing, etc.). The Proposal shall indicate which methods the Contractor will use, and how.
- c. Keep detailed electronic records of every contact made with a debtor. This includes letters, automated phone calls, live phone calls, deals made, etc. (See Appendix A, Data and Document Retention Requirements, attached hereto).

- d. Retain copies of checks, remittance and deposit slips sent from the lockbox (bank) as evidence of payments deposited. (See Appendix A Data and Document Retention Requirements).

#### **4.5 Communications with Debtors - The Contractor shall:**

- a. Send a hard copy letter as its first communication with the debtor.
- b. Provide a toll-free number, which shall be available with a live-service representative during normal business hours (8 a.m. to 5 p.m., Monday through Friday EST) on all written correspondence to debtors to enable debtors to make inquiries, assert discrepancies and log complaints. The Contractor shall respond to customer complaints within seventy-two (72) hours of receipt. The toll-free number shall be available with an Interactive Voice Response System (IVR) twenty-four (24) hours a day/seven (7) days a week, and shall provide detailed information to the debtor and accept credit card or ACH payments. The Contractor shall provide a detailed description of its telephone system both for out-going calls and for in-coming calls.
- c. Provide remote access to the Port Authority to monitor live and recorded debtor/collector telephone calls. The Contractor shall state if remote access is available and if there are any restrictions. If remote access is not available, the Contractor shall state that this is the case, and explain how it will be remedied before Contract award, should a bid be successful.
- d. Provide information on outstanding balances, general payment instructions and other relevant debtor information over the phone (with approved caller identification). The Contractor shall maintain an automated system to log each debtor inquiry and the actions taken in response to such inquiry. This information shall be available in a report at the request of the Port Authority.
- e. Maintain an automated system to record calls with debtors for training purposes and caller-dispute resolution.

#### **4.6 Dispute Resolution**

- 1. The Contractor shall establish procedures for handling debtor complaints and debtor-related disputes and discrepancies. Procedures shall include provisions for escalation to higher supervisory levels. Throughout the term of this Contract, the Contractor shall use reasonable efforts to implement requested modifications by the Port Authority. At a minimum the procedures shall:
  - i. Inform debtors who wish to dispute their liability, to do so in writing to the Contractor's address.
  - ii. Immediately place a hold on disputed accounts. Debtors disputing their liability shall not receive additional collection notices until the

dispute is resolved. Exceptions to “Hold” status shall be made at the discretion of the Port Authority.

- iii. Respond to debtors regarding the outcome of the dispute within thirty business days. The Contractor will also maintain records of disputed resolutions. All information related to disputes shall be available to the Port Authority upon request.
  - iv. Move disputes from Hold status back to Collections if, after dispute resolution, an action required by the debtor to close the dispute is not resolved within thirty business days.
2. The Contractor shall not commence litigation against any debtor without prior consent of the Port Authority.

#### **4.7 Debtor Settlement Discussions**

- a. The Contractor shall institute account settlement options and parameters as approved by the Port Authority. The Contractor shall have the discretion to settle for outstanding amounts of less than \$5,000 per debtor. Settlements for amounts owed of \$5,000 or more per debtor must be approved by the Port Authority, in writing (including email), prior to the settlement.
- b. Contractor shall include provisions for various forms of payment, such as:
  - i. Credit/Debit card – via web, phone or mail;
  - ii. ACH – via web, phone or mail;
  - iii. Check – via web, phone or mail.

#### **4.8 Lockbox Services - Separate lockboxes shall be established, maintained and reported on for E-ZPass and Airport Parking.**

- a. The Contractor shall establish and maintain a secure lockbox specifically for this Contract. All debtor payments will be deposited directly to this lockbox on a daily basis. All monies going into the lockbox will be collections payments only, and all money coming out of lockbox will be wired directly to the Port Authority’s bank account on a daily basis.
- b. The Contractor shall ensure that reports and updates from the lockbox provider are integrated into the Contractor AMS on a daily basis.
- c. The Contractor shall perform a monthly reconciliation to the return files to verify that all lockbox payments have been deposited.
- d. The Port Authority shall have read-only access rights to the lockbox provided directly from the bank.

- e. All notices sent from the Contractor must contain scan lines compliant with the lockbox specifications.

#### **4.9 Reporting - Separate Reporting and Invoicing shall be done for E-ZPass, Airport Parking and low-volume transactions.**

The Contractor shall provide financial and performance reports to the Port Authority in Microsoft Excel format, as described below. All reports should clearly identify and include separate items related to E-ZPass Violations, Revoked Accounts, Airport Parking, and Low-Volume Transactions (as specified by the Port Authority).

Throughout the term of the Contract, and any options and/or extensions if exercised, the Contractor shall submit all reports to the Port Authority on an agreed-to schedule, but no later than fifteen calendar days after the preceding reporting period.

The required report content and format shall be submitted to the Port Authority for review and approval no later than thirty days after of the Award of Contract. Should the Port Authority request modifications to any reports, said modifications shall be made within five business days of the date of request.

- a. Invoice (Monthly) – submit an invoice for all collections (Contractor and NYCSC) received during the current month. The fee must not be deducted from collections deposited/wired to the Port Authority; it will be paid separately. The invoice and supporting documentation listed below may be transmitted to the Port Authority via email, however, the invoice cover sheet, including the original signature of the responsible Contractor staff, must also be sent in hardcopy to the Contract Manager.
  - i. A system generated report by day showing collections (by the Contractor and NYCSC) with a breakdown by Violations (toll and fees separated), Revoked Accounts (account total) and Low-Volume transactions (separated by category as specified by the Port Authority).
  - ii. A report showing the bank wire transfer to the Port Authority by day by category, net of checks returned for NSF and credit card chargebacks.
  - iii. A report reconciling collections (net of NSF checks/ credit card chargebacks), by category to bank deposits and bank wire transfers to the Port Authority.
  - iv. Calculation of the fee by category. The total invoice amount shall be the total fees summed by category.
  - v. A separate invoice may be required for Airport Parking placements.

- b. File Exchange Reporting (Daily)

- i. Placement: A report listing total placements broken down by Violations and Revoked Accounts, made by the NYCSC, by file name and category, to the Contractor. The report shall include dollars and transactions.
    - ii. Update: A report listing total updates broken down by Violations and Revoked Accounts, made by the NYCSC, by file name and category, to the Contractor. The report shall include dollars and transactions.
    - iii. Return: A report listing total return files broken down by Violations and Revoked Accounts, made by the Contractor sent to the NYCSC, by file name and category. The report shall include dollars and transactions.
    - iv. Processed: A daily cumulative report showing actual processed placement and update files and any outstanding discrepancies between what the NYCSC transmits and what the Contractor can process. The Contractor shall work with the Port Authority and the NYCSC to resolve any discrepancies in the file exchange process within 48 hours.
- c. Performance Reports
  - i. Placement Collection Report (Monthly) – this report shall include every individual placement made (broken down by toll and fee and total), update made (broken down by toll and fee and total) and corresponding collections (broken down by toll and fee and total), contract-to-date, totaled by month. Amounts collected shall be updated to reflect current collections for each previous month. There shall be separate reports for Violations, Revoked Accounts, Airport Parking and Low Volume. Note: Placements shall not be impacted by any method established by the Contractor to organize or track placements by debtor.
  - ii. Collection Activity By Month - Waterfall Report (Monthly) - this report shall include the total monthly collection broken down by the month of the original placement. The report shall include the total adjusted placement for each month and the recovery rate. There shall be separate reports for Violations and Revoked Accounts.
- d. NSF/Credit Card Chargeback Report (Weekly)
  - i. This report shall include the Contractor's tracking number, Port Authority Transaction number (or other as defined), name of debtor, and a listing of all NSF checks and credit card chargebacks.
- e. Uncollectable Report

- i. This report shall include any account that is deemed uncollected and status is inactive. The report shall include account details, date of inactive/uncollectable status and communication attempts.
- f. The Contractor shall provide other existing reports, as requested, in order to measure the success of the program. The Contractor shall also submit to the Port Authority any recommendations regarding possible program improvements.
- g. The Contractor shall provide a Monthly Dispute Report, including account details, status of dispute, resolution of dispute and if denied date back in collections.

## **5. Requested Service – Airport Parking (2.3) and Low-Volume Transactions (2.4)**

### **5.1 General**

The requirements for this subsection shall be the same as outlined above in Section 4.1.

### **5.2 Staffing**

The requirements for this subsection shall be the same as outlined above in Section 4.2.

### **5.3 NYCSC Interface**

For Airport Parking and Low-Volume Transaction collection services, the Contractor shall not be required to meet the same interface requirements as described in Section 4.3 at this time.

### **5.4 Debtor Establishment**

The Port Authority will submit debtor information to the Contractor in an Excel spreadsheet format. The spreadsheet will contain the following information, sorted by Balance Due, Type, by Airport:

- a. Contact Telephone Numbers (If Available)
- b. Violation or Balance Due Reference Number
- c. Date and Time of Violation
- d. Facility and Lane Violated
- e. Dates of Airport Parking Collection Letters Mailed (If Applicable)
- f. Amount of Balance Due

g. Vehicle License Plate Number (If Available)

h. E-ZPass Transponder Number (If Applicable)

For non-E-ZPass transactions, credit cards, we do not have name, address and telephone numbers.

### **5.5 Communications with Debtor**

The requirements for this subsection shall be the same as outlined above in Section 4.5.

### **5.6 Dispute Resolution**

The requirements for this subsection shall be the same as outlined above in Section 4.6.

### **5.7 Debtor Settlement Discussions**

The requirements for this subsection shall be the same as outlined above in Section 4.7.

### **5.8 Lockbox Services**

The requirements for this subsection shall be the same as outlined above in Section 4.8.

### **5.9 Reporting**

Throughout the term of the Contract, and any options and/or extensions if exercised, the Contractor shall submit all reports to the Port Authority within fifteen business days of the preceding period. The Port Authority will require the Contractor to submit a performance report in the same Excel format as described in the Reporting section above, which shall include all the information provided to the Contractor by the Port Authority, along with the date of all additional correspondence from the Contractor to the debtor, as well as the amounts collected, if any.

A monthly summary spreadsheet must also be included with the amount of funds collected and evidence of deposits made to the Port Authority bank account. Such performance report and evidence of deposits must be forwarded to the Port Authority.

The Port Authority (or assignee) will notify the Contractor of any debtors who “Direct Pay” after receiving collection letter from the Contractor. Direct Pay shall mean debtors who pay the Port Authority or NYCSC directly, after receiving collection notices from the Contractor.

Any placements made via other methods (e.g. Excel spreadsheet) shall be returned to the Port Authority via the same method that it was placed

## **6. Collections Operation Plan (COP or Plan)**

Within 30 calendar days of the Award of Contract, the Contractor shall submit a draft COP to the Port Authority. The draft Plan shall be provided in Microsoft Word and be readily available for editing by the Port Authority. The draft Plan will be reviewed by the Port Authority and returned to the Contractor within ten business days. Within sixty calendar days of the Award of Contract, the Contractor shall submit a final COP to the Port Authority. The COP shall include the provisions detailed below.

- a. Upon approval by the Port Authority of the COP, the Contractor shall promptly implement the Plan. The Plan approved by the Port Authority shall become the exclusive property of the Port Authority together with all intellectual property rights associated therewith.

The COP shall be developed in accordance with the requirements described herein. The Contractor, its employees, and agents shall comply with the approved COP throughout the Contract term and any options and/or extensions if exercised.

- b. The Plan shall include, at a minimum, the following sections described below:
  - i. Staffing
  - ii. Start-up
  - iii. Operational Procedures
  - iv. Communication Process
  - v. Accounting
  - vi. Quality Assurance
  - vii. Disaster Recovery and Continuation Plan
  - viii. NYCSC Interface Test
  - ix. Reporting
  - x. Inspection and Recordkeeping
  - xi. Auditing

### **6.1 Staffing**

As part of the COP, the Contractor shall submit a detailed collection staffing outline that includes:

- a. A detailed description of the proposed management approach to be taken for the performance of the required Services. Factors addressed in the management approach shall include, but are not limited to the following: the proposed organizational structure to be responsive to the Port Authority's needs; and the proposed approach to ensuring the quality of the work product to be produced.
- b. Identify key management and provide resources for Collection Program Management and Administration, and System Support. For the duration of the Contract Term, and any options and/or extensions if exercised, the Port

Authority must approve changes to key management and resources prior to implementation.

- c. Upon written notice from the Port Authority, and in accordance with procedures developed by the Contractor and approved by the Port Authority, the Contractor agrees to immediately remove from collection related operations and/or replace the person(s) identified in such notice. Reference to collection staff in this Section shall be deemed to include staff at all collection related Facilities.
- d. The Succession Procedure will detail the means for continued uninterrupted operations in the event the resulting Contract, if any, is terminated or not renewed at the end of the Contract term. It shall minimally include the means for uninterrupted continuance of collection data processing operations, collection- service telephone lines and procedures for transferring all collection records from the Contractor to any entity designated by the Port Authority.

## **6.2 Start-up**

First day of operations shall be no later than 30 calendar days after approval of the COP. Immediately after receiving award, the Contractor shall plan and organize personnel, material and supplies, and support services necessary to commence collections of amounts owed in an organized and efficient manner.

As part of the COP, the Contractor shall develop and implement a start-up plan that gives a detailed description of the methodology and approach to the commencement of operations for the collection process, initial training and requirements, internal audit and control procedures. The Start-up Plan shall also include the methodology and approach to the commencement of the collection operations including communications and protocols with the NYCSC, any transition requirements from the previous vendor, debtor account processing and settlement processing, collections training plan and schedule, initial audit and control procedures, and an implementation schedule. The Start-up Plan shall differentiate between start-up/transition for new debt placement from the NYCSC and the transfer of outstanding debt from the previous vendor.

## **6.3 Operational Procedures**

The Operational Procedures Section of the COP shall include those procedures and protocols involved in the collection process, including the determination of uncollectible accounts. It shall contain complete scripts used in any IVR system employed. The Operational Procedures shall include how the Contractor complies with laws related to statutes of limitations, Collection and Bankruptcies at a minimum. It shall include detailed payment processing procedures and include directions regarding payment plan updates. The Contractor shall be required to provide updated procedures if changes to the process occur during the Contract term.

## **6.4 Communication Process**

In the COP the Contractor shall detail its process for communicating with debtors. This shall include the number of letters, live calls, automated calls and any other communication it intends to perform. The Contractor shall provide sample letters and sample scripts of its intended telephone calls.

## **6.5 Accounting**

The COP will contain procedures for audits, deposits, wire transfers, reconciliation, invoice processing and payment processing.

## **6.6 Quality Assurance**

Quality Assurance procedures shall include descriptions of the procedures and reports to be used by the Contractor to monitor control compliance with all policies defined in the COP.

## **6.7 Disaster Recovery and Continuation Plan**

As part of the COP, the Contractor shall submit a detailed Disaster Recovery and Continuation Plan that includes:

- a. The Disaster Recovery and Continuation Plan will detail the operational alternatives in the event of failures of key components of the Collections System. The Disaster Recovery and Continuation Plan shall be maintained throughout the term of the Contract and any options and/or extensions if exercised. The Disaster Recovery and Continuation Plan will include a list of all system failures for which contingencies have been developed including, but not limited to: design, implementation, testing, documentation, interface failures, and training required to recover from the list of all system failures; contingencies for on-premises continuance of Services; periodic tests for the contingency arrangements; lists of resources required for on/off site recovery (off-site data to be encrypted); escalation process with contact lists and alternates to provide for emergency coverage of operations in the event of emergencies Port Authority to be included in Contractor's notification process; formal arrangements for emergency replacement of parts, repair services, technical services, and alternate sites; and any other items deemed necessary by the Port Authority, including continuation plans for minor emergencies and full-scale disaster or failure.
- b. The Contractor shall warrant that they will be able to resume normal operations no later than seventy-two (72) hours following any failure of the hardware, software, network, working environment and other operating conditions of the collections process. The Contractor further shall warrant that following an emergency or failure, all critical collection activities and functions will be restored immediately following any disruption as if no disruption has occurred.

These critical functions and activities shall include all those that are related to maintaining security, managing revenue, and servicing debtor accounts.

- c. Any proposed modifications or alterations to the Disaster Recovery and Continuation Plan must be submitted to the Port Authority for review and approval prior to implementation.

### **6.8 NYCSC Interface Test Plan**

In the COP the Contractor shall:

- a. Provide a NYCSC Interface Test Plan. This Plan will include a test methodology which describes the Contractor's plan to ensure it can receive and send the files from the NYCSC as described in Section 4.3 of this Scope of Work. The NYCSC Interface Test Plan shall be reviewed and approved by the Port Authority prior to the start of testing. The Contractor shall incorporate Port Authority comments into the test plan prior to the start of testing.
- b. Commence the NYCSC Interface Test within ten days of final approval of the NYCSC Interface Test Plan by the Port Authority. The test will enable the Port Authority to completely test the Contractor's ability to comply with the file exchange described in Section 4 of this Scope of Work.

Results of the NYCSC Interface Test will be evaluated by the Port Authority. If any issues which prevent the successful file exchange are identified during the test period, the Contractor will implement corrections within ten days of receipt of notification by the Port Authority, or within such other timeframe as may be approved by the Port Authority. Testing will restart after all corrections have been implemented.

### **6.9 Reporting Requirements**

The Contractor shall provide a description of reports to meet the requirements of Section 4.9 and also provide samples.

### **6.10 Inspection and Record Keeping**

- a. The Contractor shall keep a history (hard copy) of notices sent, calls made/received, written correspondence sent and received, disputes processed, credit authorizations and any other pertinent information regarding debtors for the term of the contract, including any options and/or extensions if exercised, and one year thereafter
- b. The Contractor shall maintain files, books, records, documents and any other data as required to verify that the provisions of the Contract are being fulfilled. Any and all files shall be made available to the Port Authority on demand at any time during the Contract term and any options and/or extensions if exercise

- c. The Port Authority, its auditors and designated representatives shall have the right to perform, without advanced notification, inspection of all collection facilities, and relevant collection records and accounts during normal business hours. The Port Authority and its agents shall use reasonable efforts to not adversely affect business operations. If any corrections or changes are required as a result of on-site audits, the Contractor shall implement those corrections or changes within the time limits reasonably specified by the Port Authority.
- d. The Contractor shall maintain records that fully support accounting and reconciliation processes and are in an auditable condition.

### **6.11 Auditing**

The Contractor shall maintain an accounting system providing audit trails of all transactions covered herein, which will include but not be limited to: each customer's transactions, billing and account information, and electronic funds transfer information. The system of accounting and the kind of detail recorded in the books and records shall be subject to the approval and inspection by the Port Authority and their authorized designees.

The Contractor should maintain an audit trail within their applications for adjustments and/or waivers that are made to any collections such as administrative fees, tolls and parking violations.

### **6.12 Transition**

First day of operations shall be no later than 30 calendar days after approval of the COP. Immediately after receiving award, the Contractor shall plan and organize personnel, material and supplies, and support services necessary to commence collections of amounts owed in an organized and efficient manner.

As part of the COP, the Contractor shall develop and implement a start-up plan that gives a detailed description of the methodology and approach to the commencement of operations for the collection process, initial training and requirements, internal audit and control procedures. The Transition shall also include the methodology and approach to the commencement of the collection operations including communications and protocols with the NYCSC, any transition requirements from the previous vendor, debtor account processing and settlement processing, collections training plan and schedule, initial audit and control procedures, and an implementation schedule. The Start-up Plan shall differentiate between start-up/transition for new debt placement from the NYCSC and the transfer of outstanding debt from the previous vendor.

## Appendix A - Data and Document Retention Requirements

Type	Description	Online	Onsite	Archive*
Financial History	Any financial transaction that is posted to an account. Transactions include: payments, debits, credits, fees, etc. This category includes history of accounts sent to collection.	3 years	N/A	6 years
Collection Notice History	Any collection notice that is created.	3 years	N/A	6 years
Collection Notices	Archived collection notices	n/a	n/a	6 years
Performance Standards Reports	As noted in Section 4.9, c.	Current year plus previous full year	1 year	6 years after Contract end
Policies and Procedures	Manual, memos, instructions, training materials	Current Version desired, but not required	Current Version	Contract End
Correspondence	All communication to and from customers in both written and electronic form	N/A	6 Months	1 year

\*Data/documents shall be retrieved from archives within 72 hours of being requested.

All data/documents are subject to audit.

**ATTACHMENT F – COLLECTION VOLUMES**

<b>Monthly Period</b>	<b>Violations to Collections</b>	<b>Neg Bal to Collections</b>	<b>Total</b>
2011-01	\$ 282,726.12	\$ 9,804.48	\$ 292,530.61
2011-02	\$ 220,218.12	\$ 10,163.39	\$ 230,381.52
2011-03	\$ 243,056.73	\$ 14,005.45	\$ 257,062.18
2011-04	\$ 165,527.58	\$ 12,694.30	\$ 178,221.88
2011-05	\$ 123,373.88	\$ 10,526.48	\$ 133,900.36
2011-06	\$ 127,320.30	\$ 8,166.12	\$ 135,486.42
2011-07	\$ 195,158.91	\$ 8,158.10	\$ 203,317.01
2011-08	\$ 289,498.73	\$ 9,646.67	\$ 299,145.40
2011-09	\$ 306,843.30	\$ 8,989.76	\$ 315,833.06
2011-10	\$ 345,224.80	\$ 8,111.76	\$ 353,336.56
2011-11	\$ 313,865.40	\$ 7,789.34	\$ 321,654.74
2011-12	\$ 337,015.65	\$ 7,461.82	\$ 344,477.47
2012-01	\$ 319,663.33	\$ 9,269.89	\$ 328,933.22
2012-02	\$ 316,909.32	\$ 8,539.44	\$ 325,448.76
2012-03	\$ 523,076.65	\$ 37,094.68	\$ 560,171.33
2012-04	\$ 438,914.09	\$ 27,540.17	\$ 466,454.26
2012-05	\$ 343,664.82	\$ 21,427.75	\$ 365,092.57
2012-06	\$ 438,547.60	\$ 15,903.21	\$ 454,450.81
2012-07	\$ 335,801.15	\$ 12,564.93	\$ 348,366.08
2012-08	\$ 406,587.57	\$ 16,708.16	\$ 423,295.73
2012-09	\$ 352,330.46	\$ 8,978.11	\$ 361,308.57
2012-10	\$ 378,676.94	\$ 11,178.59	\$ 389,855.53
2012-11	\$ 288,718.84	\$ 10,062.75	\$ 298,781.59
2012-12	\$ 396,545.71	\$ 7,891.13	\$ 404,436.84
2013-01	\$ 412,918.37	\$ 7,296.98	\$ 420,215.35
2013-02	\$ 434,230.18	\$ 8,919.51	\$ 443,149.69
2013-03	\$ 488,848.88	\$ 14,406.24	\$ 503,255.12
2013-04	\$ 611,763.66	\$ 13,646.27	\$ 625,409.93
2013-05	\$ 762,846.06	\$ 11,074.06	\$ 773,920.12
2013-06	\$ 481,964.41	\$ 22,315.97	\$ 504,280.38
2013-07	\$ 467,491.93	\$ 12,521.89	\$ 480,013.82
2013-08	\$ 593,951.71	\$ 14,016.72	\$ 607,968.43
2013-09	\$ 407,654.97	\$ 8,726.74	\$ 416,381.71
2013-10	\$ 410,782.16	\$ 10,766.01	\$ 421,548.17
2013-11	\$ 366,727.80	\$ 9,060.83	\$ 375,788.63
2013-12	\$ 363,351.30	\$ 8,213.76	\$ 371,565.06
2014-01	\$ 377,722.06	\$ 11,660.53	\$ 389,382.59
2014-02	\$ 433,152.96	\$ 11,042.79	\$ 444,195.75

## ATTACHMENT G – PORT AUTHORITY AUDIT CHECKLISTS

### Audit Department

#### Controls Requirement Contract Checklist

##### General

- Documented procedures, flowcharts and process maps for the application.
- Conduct regular audits, vulnerability testing, security scanners.
- SSAE 16 SOC 2 (previously known as SAS 70 Level 2)
- ISO27001 Certification
- Physical access to the application hardware should be appropriately restricted.
- The application should have a warning banner, terms of use, and/or privacy statement that was approved by the Port Authority on the login screen.
- Remote access should be restricted and documented in accordance with PA policy.
- Background check should be performed on all personnel.

##### System/Security Administration

- Administrative personnel should receive adequate training.
- System and security administration procedures should be documented and distributed.
- Administrator(s) roles and responsibilities should be documented.
- Developers and/or programmers should not have access to the production server.
- Operating system administrators should not have access to the production database and application.

##### Hardening of operating system/database that supports the application:

- Disable and/or remove unnecessary ports/services.
- Remove all sample from the box.
- Default, public, and guest accounts should be secured/locked/removed.
- Change all passwords; delete all default content and login scripts.
- Limit administrative and user account privilege and access.
- Document system accounts like administrator, root, oracle, and sys.
- Document user/group access rights
  - Users/groups should be setup with least access required to perform job responsibilities.
- Follow PA password standards or better (90-day expiration, lockout after 3 incorrect password attempts, no concurrent logins, 6 alphanumeric characters)
- Set “automatic session timeout” to 15 minutes of inactivity and require user to log back in with valid ID and password.
- Implement access control at the database level (i.e. user roles and permissions, passwords, secure links)
- Use secure encrypted remote access methods.
- If the application is a web application, log (and monitor) web traffic and trend the activity looking for abnormal activity.
- Ensure that appropriate security and vulnerability assessment tools are running.

- At login, last user login should not display.
- Inventory listing of hardware and software should be current and maintained.

### License Management

- Ensure that application licensing requirements are documented, reviewed and maintained.
- Application licenses should be current/valid and individuals/groups with application access should have completed the necessary access request forms and adhere to licensing requirements.

### Logical Access Controls

- Procedures to grant/modify/delete access should be documented.
  - Access request forms for adding/modifying/deleting users should be used.
  - Account expiration for contractors and consultants.
  - Accounts adequately identify the user – no generic accounts
- Ensure that security administrator procedures exist to:
  - Create/remove application access in a timely manner
  - Review user roles/permissions
- Validate that all users have accessed the application within the past 90 days.
  - Review dormant accounts
  - Inactive accounts should be removed.
- Each user has a unique user ID as described in the Port Authority Standard and Guidelines.
  - All user accounts profile should include Employee ID# and full user name.
- Roles should have a segregation of duties/roles.
  - Roles are setup with least access required to perform job responsibilities.
- Access Control List (ACL) should include:
  - Current list of ACL
  - Creation and updates to ACL
  - Testing and approvals of ACL
- The application should have the PA's warning banner on the login screen.
- The system should have an access role that would allow real only access to all application, database and operating system screens, functions, logs and reports.
- Remote access should be approved, secured, and documented in accordance with PA policy.
- Encryptions level at a minimum should be AES 256bit when encryption is used.

### Password Controls

- Ensure that password controls for the application are consistent with PA requirements
  - Passwords must be at least 6 alphanumeric characters long
  - Passwords must be changed every 90 days (administrators every 30 days)
  - Passwords must not be shared
  - Accounts should be locked after a three logon failures
  - Passwords should not be the same account name
  - No concurrent login capabilities
- Password file should be securely stored with limited access and encrypted.
- Application forces initial passwords to be changed and the initial passwords should not be easily guessable.

- Maintain a password dictionary and password history should be set to 5.

### Application Controls

#### Data Validation & Input Controls

- The application should have input controls to verify the validity of the data entered.

### Data Retention and Management

- All data should be classified according to its sensitivity (confidential, etc) and protected accordingly.
- Data archive strategy should be documented and in place.
  - Should specify how long active data is kept.

### Data Integrity and Security

- Sensitive data, such as credit card #s and social security #s, should be encrypted.
- Data should be restricted and audit trails should be available to identify all user activity include view access to sensitive data.
- Data should be stored in the database encrypted and blocked from user views in the application unless it is authorized.

### Application Interfaces

- Interface file should be secured and archived.
- Reconciliation of data should be done on a batch record and totals. Detail data reconciliations should be completed on periodic basis.

### Processing Controls

- Application databases/interfaces should have the necessary controls to prevent processing of inaccurate, duplicate, or unauthorized transactions and producing inaccurate outputs.
- Controls to ensure that all data is processed and accounted for should be in place.
- Rejected items should be logged, tracked and resolved in a timely manner.

### Change Management

- Processes and tools should be used to report, track, approve, fix, and monitor changes on the application.
- The application and all changes to the application should be tested before being put into production.
  - Documentation of approval for change and evidence of testing should be in place.
  - Specific timetable/schedule should be documented.
- Emergency procedures should be documented and distributed.

### Application Logging, Audit Trails and Record Retention

- Audit trails for operating, application, and database systems should exist and reviewed.
- Users and roles should be tracked and reviewed
  - Maintain documentation
- All failed logon attempts should be logged.
- All sensitive transactions and changes should be logged and an audit trail created.
- Audit trails should contain who made the change, when it was made, and what was changed.
- Only the security administrator should have access to change or delete these logs or audit trails.
- Audit trails should be reviewed by the business owner(s) and security administrator.

### Management Reporting

- Management reporting should be produced through the application.
- Transaction logs should be maintained and reviewed periodically.
- Access reports by user and privilege should be produced and reviewed periodically including access violation reports and exception transaction reporting.

### Contingency Planning, Disaster Recovery and Backup Management

- A business contingency plan and a disaster recovery plan for the application should be documented and stored off-site, including escalation plan and current call tree.
- Plans should be tested and the outcomes of the tests (success/failure) should be documented.
- Regular backups of the application and the application data should be stored off-site.
- Application executables should be stored off-site or in escrow.
- Application configurations should be documented and backed-up.
- Full system backup should be encrypted.
- Backup procedures should be documented.
- Tape maintenance should include:
  - Periodically testing integrity of tape
  - Procedures for tape destruction due to faulty or scratched hardware.

### Performance Monitoring

- Incident monitoring procedures should be documented and incidents logs should be reviewed to ensure that appropriate action is taken.
- Performance statistics should be examined and reviewed periodically by system administrators/business owner(s).
  - If vendor(s) support the application, a service level agreement for uptime, performance monitoring, updates, etc should be confirmed.
- Baseline tools or security products should be used and checked on a quarterly basis.

### Patch Management

- Patch management procedures and documentation
  - Procedures should include testing, approvals, and distribution.

- Documentation should include emergency procedures.
- Apply all new patches and fixes to operating system and application software for security.

### Physical Protection

- Physical access to the application hardware should be appropriately restricted.
  - Physical access secured by single authentication mechanism i.e. swipe card.
  - Physical security adequate for equipment (locked cabinets).
- Appropriate fire suppression systems should be in place.
- Environmental condition adequately controlled (no water, dirt, clutter) and monitored.
  - Temperature and humidity monitoring should be implemented.
- Security cameras installed in sensitive areas
- Power surge protection and emergency power backup are in place.

### Anti-virus Management

- Virus patch management procedures should be documented, including emergency update procedures.
- Virus software should be implemented and up-to-date.
- An engine and definition management should be in place.
- A remote distribution server should be implemented
  - Documentation on remote distribution should be current and maintained.
- Intrusion detection system should be in place, including incident response procedures.
- Firewalls should be implemented
  - Firewall rules documentation should be up-to-date.

### Wireless Device

- Devices should be using WPA/WPA2 and AES encryption or better.
- Devices should disallow broadcasting of the SSID.
- All default parameters should be changed.
- Devices should have MAC address filtering enable or some type of authentication mechanism in place.

### Web Application Vulnerabilities and Controls

- Best Practice and Standards:
  - The Open Web Application Security Project (OWASP) - [www.owasp.org](http://www.owasp.org)
  - [www.webappsec.org](http://www.webappsec.org) (a consortium of web application security professionals)
  - Center for Internet Security (CIS) – [www.cisecurity.org](http://www.cisecurity.org)
- Perform data validation & integrity checks for field values and ensure the HTML special characters are stripped for all HTML request.
- Do not allow site pages to be cached by user browsers.
- All sensitive, personal or confidential data (including SSN, passwords, session IDs for sensitive applications, confidential or sensitive business transactions, etc.) should be transmitted between browser and server within an SSL-encrypted session (or other encrypted transmission) and are encrypted in the database at rest.
- All sensitive and personal data should be masked and encrypted where possible.
- Legal Issues:
  - The site should have a privacy statement and term of usage.

- American Disability Act – Section 508 should be consider during the development process due to the requirement that federal agencies’ electronic and information technology is accessible to people with disabilities.
- Web Authentication: To prevent passwords from being passed in the clear, have authentication occur within an SSL encrypted tunnel. Use SSL (certificate) to protect the password.
- Password Reset:
  - For internal applications, reset passwords via the helpdesk or security administrator of the site
  - For external applications, send temporary password to known e-mail address, that must be changed upon login and/or
  - Have customer service reset after the user has been validated.
  - If possible, use two factor authentication like Secure ID fobs.

#### Credit Card Processing Checklist

- If credit cards are accepted, PCI Standards (PCI DSS v3.0) should be followed and the process should be PCI compliant. Ensure all vendors and consultants are required to be PCI compliant. Attachment - The payment card application should be PCI compliant (PA-DSS v3.0).
- A segregated network and/or an approved Point of Sale terminal should be in place for the system or terminal used to process credit card transactions.
- The credit card processor standard and requirements should be followed, i.e. maintain transaction data for two years.
- Maintain the security of the customer information, including not storing credit numbers, the cardholder CVC/CVV numbers or any of the data from the magnetic strip on the credit card.
- Maintain the transaction data for contesting chargebacks, ensure that the processor fees are appropriate and do reconciliations of the transactions processed and the money deposited in the Port Authority bank accounts.
- The appropriate Port Authority functional areas should be made aware credit card processing activity and should be involved applying for the Merchant ID for MasterCard/Visa, Discover and American Express.
- Create a privacy policy and procedure for staff and consultants.
- Perform quarterly vulnerability scans of the network that contains the credit card processing, annual PCI reviews according to the PCI DSS, and annual system penetration testing.
- Perform the appropriate annual assessment and provide a report on compliance (ROC) which state shows compliance.

## ATTACHMENT H - Certified Environmentally Preferable Products/Practices

Bidder Name: \_\_\_\_\_ Date: \_\_\_\_\_

In line with the Port Authority of New York and New Jersey's (The "Port Authority") efforts to promote products and practices which reduce the Port Authority's impact on the environment and human health, Bidders are encouraged to provide information regarding their environmentally preferable/sustainable business practices as they relate to this contract wherever possible. Bidders are requested to complete this form and submit it with their response, if appropriate. Bidders are requested to submit appropriate documentation to support the items for which the Bidder indicates a "Yes" and present this documentation in the proper sequence of this Attachment.

### 1. Packaging

Has the Bidder implemented any of the following environmental initiatives? (A checkmark indicates, "Yes")

- Use of corrugated materials that exceed the required minimum EPA recommended post-consumer recycled content
- Use of other packaging materials that contain recycled content and are recyclable in most local programs
- Promotes waste prevention and source reduction by reducing the extent of the packaging and/or offering packaging take-back services, or shipping carton return
- Reduces or eliminates materials which have been bleached with chlorine or chlorine derivatives
- Eliminates any packaging that may contain polyvinyl chloride (PVC), or polystyrene or heavy metals

### 2. Business Practices / Operations / Manufacturing

Does the Bidder engage in practices that serve to reduce or minimize an impact to the environment, including, but not necessarily limited to, the following items? (A checkmark indicates, "Yes")

- Recycles materials in the warehouse or other operations
- Use of alternative fuel vehicles or vehicles equipped with diesel emission control devices for delivery or transportation purposes
- Use of energy efficient office equipment or signage or the incorporation of green building design elements
- Use of recycled paper (that meets federal specifications) in their marketing and/or resource materials
- Other sustainable initiative

### 3. Training and Education

Does the Bidder conduct/offer a program to train or inform customers and employees of the environmental benefits of the products to be offered under this contract, and/or does the Bidder conduct environmental training of its own staff?

- Yes  No If yes, Bidder is requested to attach a description of the training offered and the specific criteria targeted by the training.

### 4. Certifications

Has the Bidder or any of its manufacturers and/or subcontractors obtained any of the following product/industry certifications? (A checkmark indicates, "Yes")

- ISO 14000 or adopted some other equivalent environmental management system
- Other industry environmental standards (where applicable), such as the CERES principles, LEED Certification, C2C Protocol, Responsible Care Codes of Practice or other similar standards
- Third Party product certifications such as Green Seal, Scientific Certification Systems, Smartwood, etc.  
If yes, Bidders are requested to attach copies of the certificates obtained.

I hereby certify, under penalty of the law that the above statements are true and correct.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT I - PROPOSER REFERENCE FORM**

Name of Proposer: \_\_\_\_\_

Please provide a list of references on the firm's performance of similar work within the last five years, including all current contracts. Use additional sheets as necessary. Include the following information for each reference:

Customer Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

Phone and Fax Numbers of Contact: \_\_\_\_\_

Contract date(s): \_\_\_\_\_

Contract cost: \_\_\_\_\_

Description of work: \_\_\_\_\_

Customer Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

Phone and Fax Numbers of Contact: \_\_\_\_\_

Contract date(s): \_\_\_\_\_

Contract cost: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Customer Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

Phone and Fax Numbers of Contact: \_\_\_\_\_

Contract date(s): \_\_\_\_\_

Contract cost: \_\_\_\_\_

Description of Work: \_\_\_\_\_



New York



Negative Account Balance  
Collection - Interface Control  
Document (ICD)

Rev. 2

February 2010



Proprietary Data

## ACS State & Local Solutions, Inc.

### Revision History

Revisions of this document are listed in chronological order. There is no relationship between the document release number and the software release number.

Document Version Number	Date of Revision	Software Version Number
1.1	5/30/2003	
1.2	3/26/2004	
1.3	4/21/2004	
2.0	2/10/2010	

### Document Ownership

Owner	ACS
Author	ACS-SLS

**Important:** This document has been through a formal review process. To the best of our knowledge it is accurate. ACS reserves the right to make further modifications as necessary.

**Document Location:**

### Trademarks



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## 1.1 Term Definitions

<b>LPAD</b>	Field is left-padded with spaces or zeros as indicated in the description column.
<b>RPAD</b>	Field is right-padded with spaces or zeros as indicated in the description column.
<b>CHAR</b>	A single character field.
<b>STRING</b>	A field that will support alphanumeric and special characters supported under Unicode.
<b>DATE</b>	A sequence of digits representing the date (and in some cases the time also).
<b>NUMBER</b>	A sequence of digits only.
<b>SIGNED NUMBER</b>	A sequence of digits only preceded by the + / - sign.
<b>1,6,2</b>	This format represents a signed field in which the leftmost position is the sign indicator. The next 6 digits indicate the integral part of a floating-point number. The last 2 digits indicate 2 positions to the right of the decimal. The decimal is not displayed on the field.

## 1.2 Collection Send File – New Accounts

### 1.2.1 Description

1. After an account has gone to RVKF (Revoked Final) status, the customer is given an additional 15 days (actual no. of days is parameter driven) to respond, failing which the account is sent for collections. The following sections describe the file name and structure for the header, detailed and trailer records of the file that will be sent to the collection agency.
2. A separate file will be created for each agency. There are three home agencies for EZ-Pass New York – *New York State Thruway*, *MTA B&T*, and *Port Authority of NY & NJ*. An account could be associated with only one of the three agencies. So, a single run of the **Collection Send** batch job could potentially create up to three NEW files.

### 1.2.2 File Name

1. *{AGENCY SHORT NAME, max 4 chars}\_COLLNEW\_{8-digit sequence no.}\_MMDDYYYY.DAT*
2. *AGENCY SHORT NAME* – E.g., **NY** for accounts belonging to *New York State Thruway*, **TB** for accounts belonging to *MTA B&T*, and **PA** for accounts belonging to *Port Authority of NY & NJ*.
3. *8-digit sequence no.* – This will be a unique no. which will be determine the chronological order in which files should be processed by the recipient. This will be unique across all files (both NEW and UPD files) sent for collection.
4. *MMDDYYYY* – 2-digit month (MM), 2-digit day (DD), 4-digit year (YYYY) of the date the file was created. E.g., File name created on May 15, 2003 for *New York State Thruway* will have the format **NY\_COLLNEW\_00000001\_05152003.DAT**

### 1.2.3 File Layout

#### 1.2.3.1 Header Record

1. The header record will be a single line and will appear as the first line in the file.
2. The header record will start with an H as indicated in the field details below. All fields in the header record are mandatory.
3. The fields are length delimited and the length of each field is indicated in the table below.

- All fields that do not fill the entire field will be padded with zeros or spaces as indicated under the *Description* column.

Field #	Field Name	Length	Data Type	Format	Description
1	Transaction Type	1	CHAR		Value = H
2	File Name	35	STRING	See section <a href="#">1.2.2</a>	RPAD spaces.
3	File Creation Timestamp	14	DATE	YYYYMMDDHHMNSS	Hours in 24-hour format
4	File Sequence No.	8	NUMBER		This sequence no. will be shared across both NEW and UPD files being sent to the collection agency.  E.g., The first file sent will have the sequence no. 00000001. The second file sent, which could be a NEW or UPD file will have the sequence no. 00000002

### 1.2.3.2 Detail Record

- All detail records will begin with an N denoting a new record.
- The fields are length delimited and the length of each field is indicated in the table below.
- All fields, that do not fill the entire field, or are optional, will be padded with zeros or spaces as indicated under the *Description* column.

Field #	Field Name	Length	Data Type	Optional	Format	Description
1	Transaction Type	1	CHAR			Value = N (New record)
2	Account Number	16	STRING			RPAD spaces
3	Account Type	2	NUMBER			LPAD zeros; Values = 01 for Private Accounts, 02 for Commercial Accounts, 03 for Business Accounts.
4	Agency Code	4	STRING			Values = NY, TB, PA; RPAD spaces
5	First Name	25	STRING			RPAD spaces; Contact First Name for Business Accounts
6	Middle Name	25	STRING	Y		RPAD spaces; Contact Middle Name for Business Accounts
7	Last Name	25	STRING			RPAD spaces; Contact Last Name for Business Accounts
8	Company Name	50	STRING	Y		RPAD spaces. Business accounts only.
9	Address Line 1	40	STRING			RPAD spaces
10	Address Line 2	40	STRING	Y		RPAD spaces



11	City	28	STRING			RPAD spaces
12	State	2	STRING			
13	Zip Code	6	STRING			RPAD spaces
14	ZipPlus4	4	NUMBER	Y		Spaces if not available.
15	Country	4	STRING			RPAD spaces
16	Day Phone	10	NUMBER	Y		No special characters. E.g., 2403141553 or spaces
17	Evening Phone	10	NUMBER	Y		No special characters. E.g., 2403141553 or spaces
18	Original Balance When Revocation Process Started	9	SIGNED NUMBER		1,6,2	First field is sign indicator (-), then LPAD zeros for remaining 8 NUMERIC fields. E.g., a negative balance of \$75.25 is represented as -00007525
19	Date Revocation Process Started	8	DATE			YYYYMMDD
20	Tag Deposit Forfeited	9	SIGNED NUMBER		1,6,2	This field will reflect the existing tag deposit for the account when it was revoked.  First field is sign indicator (+), then LPAD zeros for remaining 8 NUMERIC fields. E.g., a positive amount of \$30.00 is represented as +00003000
21	Lost Tag Fees	9	SIGNED NUMBER		1,6,2	This field will reflect the lost tag fees charged to the account when it was revoked.  First field is sign indicator (-), then LPAD zeros for remaining 8 NUMERIC fields. E.g., a negative amount of \$50.00 is represented as -00005000
22	Account Revocation Fee	9	SIGNED NUMBER		1,6,2	This field will reflect the account revocation fee that was charged to the account when it was revoked.  First field is sign indicator (-), then LPAD zeros for remaining 8 NUMERIC fields. E.g., a negative amount of \$25.00 is represented as -00002500
23	Account Balance After RVKF	9	SIGNED NUMBER		1,6,2	Current balance before account goes to RVKF status without any fees being applied.  First field is sign indicator (-), then LPAD zeros for remaining 8 NUMERIC fields. E.g., a negative balance of \$90.25 is represented as -00009025
24	Date Went RVKF	8	DATE			YYYYMMDD
25	Current Balance For Collection	9	SIGNED NUMBER		1,6,2	This reflects the most recent collection amount before account goes to collection agency. This amount is inclusive of all fees and credits applied.  A -ve balance is amount customer owes, a +ve value is the balance refundable to the customer.  First field is sign indicator (-), then LPAD zeros for remaining 8 NUMERIC fields. E.g., a negative balance of \$188.25 is represented as -00018825
26	Violation Balance When Sent For Collection	9	SIGNED NUMBER		1,6,2	Current violation balance before account goes to collection agency.  First field is sign indicator (+ / -), then LPAD zeros



						for remaining 8 NUMERIC fields. E.g., a negative balance of \$15.25 is represented as -00001525
--	--	--	--	--	--	---

### 1.2.3.3 Trailer Record

1. The trailer record will be a single line and will appear as the last line in the file.
2. The trailer record will start with an E as indicated in the field details below.
3. All fields in the trailer record are mandatory.
4. The fields are length delimited and the length of each field is indicated in the table below.
5. All fields that do not fill the entire field will be padded with zeros or spaces as indicated under the *Description* column.

Field #	Field Name	Length	Data Type	Format	Description
1	Transaction Type	1	CHAR		Value = E
2	Total no. of NEW transactions	9	NUMBE R		LPAD zeros
3	Total dollar amount – NEW Transactions	12	SIGNED NUMBE R	1,9,2	First field is sign indicator (-), then LPAD zeros for remaining 9 NUMERIC fields. E.g., a negative balance of \$150,000.25 is represented as -00015000025



## 1.3 Collection Send File – Update Accounts

### 1.3.1 Description

1. After an account has gone to the collection agency, transactions on the account will be sent to the collection agency for them to adjust the proper balance for collection. This would include tag returns and other financial adjustments to pre-paid toll deposit – payments, adjustments (debits & credits), reversals, etc. The following sections describe the file name and structure for the header, detailed and trailer records of the file that will be sent to the collection agency.
2. A separate file will be created for each agency. There are three home agencies for EZ-Pass New York – *New York State Thruway*, *MTA B&T*, and *Port Authority of NY & NJ*. An account could be associated with only one of the three agencies. So, a single run of the **Collection Send** batch job could potentially create up to three UPD files.

### 1.3.2 File Name

1. *{AGENCY SHORT NAME, max 4 chars}\_COLLUPD\_{8-digit sequence no.}\_MMDDYYYY.DAT*
2. *AGENCY SHORT NAME* – E.g., **NY** for accounts belonging to *New York State Thruway*, **TB** for accounts belonging to *MTA B&T*, and **PA** for accounts belonging to *Port Authority of NY & NJ*.
3. *8-digit sequence no.* – This will be a unique no. which will determine the chronological order in which files should be processed. This will be unique across all files (both NEW and UPD files) sent for collection.
4. *MMDDYYYY* – 2-digit month (MM), 2-digit day (DD), 4-digit year (YYYY) of the date the file was created. E.g., File name created on May 15, 2003 for *New York State Thruway* will have the format **NY\_COLLUPD\_0000002\_05152003.DAT**

### 1.3.3 File Layout

#### 1.3.3.1 Header Record

1. The header record will be a single line and will appear as the first line in the file.
2. The header record will start with an H as indicated in the field details below. All fields in the header record are mandatory.

3. The fields are length delimited and the length of the fields is indicated in the table below.
4. All fields that do not fill the entire field will be padded with zeros or spaces as indicated under the *Description* column.

Field #	Field Name	Length	Data Type	Format	Description
1	Transaction Type	1	CHAR		Value = H
2	File Name	35	STRING	See section <a href="#">1.3.2</a>	RPAD spaces.
3	File Creation Timestamp	14	DATE	YYYYMMDDHHMNSS	Hours in 24-hour format
4	File Sequence No.	8	NUMBER		This sequence no. will be shared across both NEW and UPD files being sent to the collection agency.  E.g., The first file sent will have the sequence no. 00000001. The second file sent, which could be a NEW or UPD file will have the sequence no. 00000002

### 1.3.3.2 Detail Record

1. All detailed records will begin with a U denoting an UPD record.
2. The fields are length delimited and the length of each field is indicated in the table below.
3. All fields, that do not fill the entire field, or are optional, will be padded with zeros or spaces as indicated under the *Description* column. Fields 3 & 4 below will be used to adjust the collectible balance for the tag returns, payments, adjustments (debits & credits) and reversals.
4. It is possible that due to the net adjustment of the existing collectible balance with the amounts in fields 3 & 4 the collectible balance becomes zero or positive.
  - a. The collection agency will cease all collection proceedings on the account when this happens.
  - b. The same day they will also report the account in an RCVD file with a zero or positive amount (preceded by a '+' sign) indicating acknowledgement of the account moving out of collection status. The time lag between the determination of an account going zero or positive and the reporting back of such an account in a RCVD file should be minimized.



Field #	Field Name	Length	Data Type	Optional	Format	Description
1	Transaction Type	1	CHAR			Value = U (Update record)
2	Account Number	16	STRING			RPAD spaces
3	Tag Return Amount	9	SIGNED NUMBER		1,6,2	Amount being adjusted because of a tag return after an account was sent to collection. By definition this will be +ve values as it is a credit to customer. First field is a sign indicator (+ / -), then LPAD zeros for remaining 8 NUMERIC fields. E.g., a credit of the lost tag fee of \$188.25 due to a tag return is represented as +00018825.
4	Adjustments at CSC to Pre-paid Toll Deposit	9	SIGNED NUMBER		1,6,2	Any adjustment to customer balance other than due to tag return or payments originating at CSC. This is not eligible for commission. A +ve values is credit applied to the customer balance and a -ve values is debit applied to the customer balance in Vector. First field is a sign indicator (+ / -), then LPAD zeros for remaining 8 NUMERIC fields. E.g., a net credit of \$188.25 due to a payment is represented as +00018825. Similarly, a net debit of \$188.25 due to a reversal of a check payment of the same amount is represented as -00018825.
5	Payments at CSC to Pre-paid Toll Deposit	9	SIGNED NUMBER		1,6,2	Net payment received and applied to account at the CSC. A payment applied will be + indicating it is credit to customer and is eligible for commission calculation by collection agency. A -ve value indicate that the original payment applied is reversed and there fore is debit to account. Any commission issues against the original payment should be returned. This is net amount. In case where 2 payments were applied and one payment is reversed, the value will be equal to the one payment that is not reversed.  First field is a sign indicator (+ / -), then LPAD zeros for remaining 8 NUMERIC fields. E.g., a net credit of \$188.25 due to a payment is represented as +00018825. Similarly, a net debit of \$188.25 due to a reversal of a check payment of the same amount is represented as -00018825.
6	Adjustments to Pre-paid Toll Deposit due to receipts from Collection agency.	9	SIGNED NUMBER		1,6,2	Any payment, write-off reported by collection agency. After the processing of payments reported by Collection agency. This will not include the uncollected amount if that is not applied to customers PPTL balance based on agencies business rule.  First field is a sign indicator (+ / -), then LPAD zeros for remaining 8 NUMERIC fields. E.g., a net credit of \$188.25 due to a payment is represented as +00018825.

						Similarly, a net debit of \$188.25 due to a reversal of a check payment of the same amount is represented as –00018825.
7	New Balance For Collection	9	SIGNED NUMBER		1,6,2	Latest prepaid balance of the customer at CSC. A –ve values is the balance customer owes and +ve values is the balance that is refundable to customer.  First field is sign indicator (-), then LPAD zeros for remaining 8 NUMERIC fields. E.g., a negative balance of \$188.25 is represented as -00018825

### 1.3.3.3 Trailer Record

1. The trailer record will be a single line and will appear as the last line in the file.
2. The trailer record will start with an E as indicated in the field details below.
3. All fields in the trailer record are mandatory.
4. The fields are length delimited and the length of the fields is indicated in the table below.
5. All fields that do not fill the entire field will be padded with zeros or spaces as indicated under the *Description* column.

Field #	Field Name	Length	Data Type	Format	Description
1	Transaction Type	1	CHAR		Value = E
2	Total no. of UPD transactions	9	NUMBER		LPAD zeros
3	Total dollar amount – UPD Transactions	12	SIGNED NUMBER	1,9,2	First field is sign indicator (-), then LPAD zeros for remaining 9 NUMERIC fields. E.g., a negative balance of \$150,000.25 is represented as -00015000025



## 1.4 Collection Posting (RCVD) File

### 1.4.1 Description

1. Collection Agency will report any payments, write-off or uncollectable amount to the CSC using this file.
2. Collection agency can report partial payments.
3. Collection Agency has to report the remaining balance on the account in each payment reported to the CSC.
4. The payment is processed only if the remaining balance reported by collection agency matches with Vector balance after applying any payments/Write-off/uncollectable amount to the Vector balance. The mismatch indicates discrepancy between Vector and Collection agency and hence will be rejected and reported in the ACK with the reject reason.
  - a. Vector sends a/c to Collection Agency with a balance of **-\$100.00**
  - b. Customer returns tag to the Service center which results in a credit of \$23.00
  - c. Vector will send a update with Adjustment amount of \$23.00 and new balance of **-\$77.00**
  - d. Customer also makes \$100.00 payment to Collection Agency.
  - e. The collection Agency will send payment amount of \$100.00 and remaining balance of \$23.00. This is +ve as customer made overpayment to collection agency
  - f. Vector validate that  $-\$73.00 + \$100 = +\$23.00$  which matches the remaining balance reported by Collection agency and hence will process. If this does not match then the payment is rejected for collection agency to resend.
5. There will be separate files for each agency that the accounts being reported back belong to. Accounts will be rejected if they are not associated with the proper agency file.
6. If an account's collectible balance becomes zero or positive the collection agency will report the account in an RCVD file with a zero or positive amount (preceded by a '+' sign) indicating acknowledgement of the account moving out of collection status.

The following describes the file name and structure that we will be receiving from the collection agency.

### 1.4.2 File Name

1. *{AGENCY SHORT NAME, max 4 chars}\_COLLRCVD\_{8-digit sequence no.}\_MMDDYYYY.DAT*



2. *AGENCY SHORT NAME* – E.g., **NY** for accounts belonging to *New York State Thruway*, **TB** for accounts belonging to *MTA B&T*, and **PA** for accounts belonging to *Port Authority of NY & NJ*.
3. *8-digit sequence no.* – This will be a unique no. which will determine the chronological order in which files should be processed. This will be unique across all files received from collection.
4. *MMDDYYYY* – 2-digit month (MM), 2-digit day (DD), 4-digit year (YYYY) of the date the file was created. E.g., File name created on May 15, 2003 for **NY\_COLLRCVD\_00000003\_05152003.DAT**

## 1.4.3 File Layout

### 1.4.3.1 Header Record

1. The header record will be a single line and will appear as the first line in the file.
2. The header record will start with an H as indicated in the field details below.
3. All fields in the header record are mandatory.
4. The fields are length delimited and the length of the fields is indicated in the table below.
5. All fields that do not fill the entire field will be padded with zeros or spaces as indicated under the *Description* column.

Field #	Field Name	Length	Data Type	Format	Description
1	Transaction Type	1	CHAR		Value = H
2	File Name	35	STRING	See section <a href="#">1.4.2</a>	RPAD spaces.
3	File Creation Timestamp	14	DATE	YYYYMMDD HHMNSS	Hours in 24-hour format
4	File Sequence No.	8	NUMBER		This sequence number will be unique for each file that is sent to ACS from the collection agency. E.g., The first file will have the sequence no. 00000001, the second file will have the sequence no. 00000002, ... and so on.

### 1.4.3.2 Detail Record

1. All fields in this file are mandatory. If the collectible balance is negative then the sum total of fields 3, 4, 5 and 6 should be \$0.00. If this condition is not satisfied, the record will be rejected.
2. If an account's collectible balance becomes zero or positive the collection agency will report the account in an RCVD file with a zero or positive amount (preceded by a '+' sign) indicating acknowledgement of the account moving out of collection status.
  - a. For all such accounts the *Payments*, *Dismissals* and *Uncollectibles* fields will have zeros in them.

The fields are length delimited and the length of the fields is indicated in the table below. All fields that do not fill the entire field will be padded with zeros or spaces as indicated under the *Description* column.

Field #	Field Name	Length	Data Type	Format	Description
1	Transaction Type	1	CHAR		Value = D
2	Account Number	16	STRING		RPAD spaces
3	Payments	9	SIGNED NUMBER	1,6,2	Payment made by the account holder to the collection agency. Always will be +ve  First field is sign indicator (+), then LPAD zeros for remaining 8 NUMERIC fields. E.g., a positive balance of \$188.25 is represented as +00018825
4	Dismissals	9	SIGNED NUMBER	1,6,2	Amount that was written off after mutual agreement between ACS and collection agency because of the inability to pay or some other reason. Handled on a case-by-case basis. Always will be +ve  First field is sign indicator (+), then LPAD zeros for remaining 8 NUMERIC fields. E.g., a positive balance of \$188.25 is represented as +00018825
5	Uncollectable	9	SIGNED NUMBER	1,6,2	The account holder could not be reached. So, the entire amount is a write-off as uncollectable. Always will be +ve  First field is sign indicator (+), then LPAD zeros for remaining 8 NUMERIC fields. E.g., a positive balance of \$188.25 is represented as +00018825
6	Remaining Balance	9	SIGNED NUMBER	1,6,2	The remaining balance with the collection agency. A -ve value indicates that customer still owes balance on the account. A value of \$0.00 indicates that customer has paid all the dues. A +ve indicates that customer has made overpayment.  CSC will process this record only if below condition is met as explained with an example above.  Field 6 = Vector Balance +Field4+Field5+Field6.  First field is sign indicator (-), then LPAD zeros for remaining 8 NUMERIC fields. E.g., a negative balance of \$188.25 is represented as -00018825.
6	Settlement Date	8	DATE		YYYYMMDD.
7	Description	100	String		First four characters in description field reflect Collection Agency Disposition Code/ vector Status (eg: 0011). See Collection Agency Disposition Code/ vector Status codes in table 1.4.3.2.1 (below).  The code may be followed by additional remarks from the collection agency that will be displayed for the CSC to review.



### 1.4.3.2.1 COLLECTION AGENCY DISPOSITION CODE / VECTOR STATUS

Collection Agency Disposition Code/ vector Status (See 1.9.2)	Description	Action	Collections Active / Inactive
0004	OPEN	Sent to Collection	Active
0005	PAID FULL	Paid Full at CSC	Inactive
0006	PAID PART	Paid part at CSC	Active
0007	DISMISSED	Dismissed at CSC	Inactive
0009	UNCOLLECTABLE	Uncollectable at CSC	Inactive
0010	CLOSED AT COLLECTIONS	Closed at collection	Inactive
0011	COLLA	Collecting	Active
0012	COLLPF	Paid in Full	Inactive
0013	COLLPPA	Paid Part / Active	Active
0014	COLLPPD	Paid Part / Dismissed	Active
0015	COLLPPU	Paid Part / Uncollectable	Inactive
0016	COLLPPDU	Paid Part / Dismissed / Uncollectable	Inactive
0017	COLLPPR	Paid Part / Returned	Inactive
0018	COLLPPDR	Paid Part / Dismissed / Returned	Inactive
0019	COLLUPD	Unpaid / Dismissed	Active
0020	COLLUPU	Unpaid / Uncollectable	Inactive
0021	COLLUPDU	Unpaid / Dismissed / Uncollectable	Inactive
0022	COLLUPDR	Unpaid / Dismissed / Returned	Inactive
0023	COLLUPR	Unpaid / Returned	Inactive

### 1.4.3.3 Trailer Record

1. The trailer record will be a single line and will appear as the last line in the file.
2. The trailer record will start with an E as indicated in the field details below.
3. All fields in the trailer record are mandatory.
4. The fields are length delimited and the length of the fields is indicated in the table below.
5. All fields that do not fill the entire field will be padded with zeros or spaces as indicated under the *Description* column.



Field #	Field Name	Length	Data Type	Format	Description
1	Transaction Type	1	CHAR		Value = E
2	Total no. of transactions	9	NUMBER		LPAD zeros
3	Total \$\$ amount for payments	12	SIGNED NUMBER	1,9,2	First field is sign indicator (+), then LPAD zeros for remaining 9 NUMERIC fields. E.g., a positive balance of \$150,000.25 is represented as +00015000025
4	Total \$\$ amount for dismissals	12	SIGNED NUMBER	1,9,2	First field is sign indicator (+), then LPAD zeros for remaining 9 NUMERIC fields. E.g., a positive balance of \$150,000.25 is represented as +00015000025
5	Total \$\$ amount for uncollectibles	12	SIGNED NUMBER	1,9,2	First field is sign indicator (+), then LPAD zeros for remaining 9 NUMERIC fields. E.g., a positive balance of \$150,000.25 is represented as +00015000025



# 1.5 Acknowledgement File – From Collection Agency to ACS

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## 1.5.1 Description

The collection agency will acknowledge the receipt of the SEND files (both NEW and UPD files) through acknowledgement files. The intent is to confirm proper transmission of the SEND file and the ability to open, read and process the records in it.

## 1.5.2 File Name

{*DAT file name w/o .DAT extension being acknowledged*}.ACK

## 1.5.3 File Layout

1. The record in the acknowledgement file will be a single line.
2. All fields in the trailer record are mandatory.
3. The fields are length delimited and the length of the fields is indicated in the table below.
4. All fields that do not fill the entire field will be padded with zeros or spaces as indicated under the *Description* column.

Field #	Field Name	Length	Data Type	Format	Description
1	Original File Name being Acknowledged	35	STRING	See Section <a href="#">1.2.2</a> & <a href="#">1.3.2</a>	
2	Original File Sequence Number	8	NUMBER		
3	File Processing Status	2	NUMBER		00 = Success, 01 = Failure to read.
4	Acknowledgement File Creation Timestamp	14	DATE		YYYYMMDDHHMNSS in 24-hour format
5	Total no. of transactions from SEND file	9	NUMBER		LPAD zeros
6	Total dollar amount from SEND file	12	SIGNED NUMBER	1,9,2	First field is sign indicator (-), then LPAD zeros for remaining 9 NUMERIC fields. E.g., a negative balance of \$150,000.25 is represented as -00015000025

# 1.6 Acknowledgement File – From ACS to Collection Agency

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## 1.6.1 Description

ACS will acknowledge the receipt of the RCVD file through an acknowledgement file. The intent is to confirm proper transmission of the RCVD file and the ability to open, read and process the records in it.

Any unprocessed records will be sent back with the remarks column indicating the reason for rejecting. The collection agency has to send the corrected information in the new file.

If the whole file is rejected due to not meeting the ICD specification then only header information will be sent that indicates the file reject in which case the same or new file can be sent after correcting the file.

## 1.6.2 File Name

{DAT file name w/o .DAT extension being acknowledged}.ACK

## 1.6.3 File Layout

### 1.6.3.1 Header Record

1. The record in the acknowledgement file will be a single line
2. All fields in the record are mandatory.
3. The fields are length delimited and the length of the fields is indicated in the table below.
4. All fields that do not fill the entire field will be padded with zeros or spaces as indicated under the *Description* column.

Field #	Field Name	Length	Data Type	Format	Description
1	Transaction Type	1	STRING		VALUE=H
2	Original File Name being Acknowledged	35	STRING	See Section <a href="#">1.4.2</a>	
3	Original File Sequence Number	8	NUMBER		
4	File Processing Status	2	NUMBER		00 = File is successfully processed. Any rejected payments will in detail record. 01 = Failure to read. The file is not processed. No detail records will be sent
5	Acknowledgement File Creation Timestamp	14	DATE		YYYYMMDDHHMNSS in 24-hour format

6	Total no. of transactions from trailer in RCVD file	9	NUMBER		LPAD zeros
7	Total \$\$ amount for payments from trailer in RCVD file	12	SIGNED NUMBER	1,9,2	First field is sign indicator (+), then LPAD zeros for remaining 9 NUMERIC fields. E.g., a positive balance of \$150,000.25 is represented as +00015000025
8	Total \$\$ amount for dismissals from trailer in RCVD file	12	SIGNED NUMBER	1,9,2	First field is sign indicator (+), then LPAD zeros for remaining 9 NUMERIC fields. E.g., a positive balance of \$150,000.25 is represented as +00015000025
9	Total \$\$ amount for uncollectibles from trailer in RCVD file	12	SIGNED NUMBER	1,9,2	First field is sign indicator (+), then LPAD zeros for remaining 9 NUMERIC fields. E.g., a positive balance of \$150,000.25 is represented as +00015000025

### 1.6.3.2 Detail Record

Any payments sent in the RCVD file that is not processed will returned in the ACK file as is. Only the description filed is modified to indicate the reason for rejection

The fields are length delimited and the length of the fields is indicated in the table below. All fields that do not fill the entire field will be padded with zeros or spaces as indicated under the *Description* column.

Field #	Field Name	Length	Data Type	Format	Description
1	Transaction Type	1	CHAR		Same As received
2	Account Number	16	STRING		Same As received
3	Payments	9	SIGNED NUMBER	1,6,2	Same As received
4	Dismissals	9	SIGNED NUMBER	1,6,2	Same As received
5	Uncollectable	9	SIGNED NUMBER	1,6,2	Same As received
6	Remaining Balance	9	SIGNED NUMBER	1,6,2	Same As received
6	Settlement Date	8	DATE		Same As received
7	Description	100	String		The reject reason as test

## 1.7 File Transmission

ACS will put and get all files from designated directories, on the collection agency's file server. A FTP process on NYEPS1 will connect to the collection agency's file server once per day and move the files to / from their proper directories for further processing.



## 1.8 Revision History

Rev #	Date / By	Description
1.2	3/26/2004 Braja	Updated the text in section 1.3.1. To include other financial transactions in addition to tag return in the update file.
1.2	3/26/2004 Braja	Updated the text and the ICD table structure in section 1.3.3.2. Added field # 4 in detail record, This field will contain the net of other financial transactions.
1.2	3/26/2004 Braja	Updated the text in section 1.4.1. Updated text to reflect the signage in field #3 of detail record in section 1.4.3.2
1.2	3/26/2004 Braja	Updated the text and the ICD table structure in section 1.4.3.2. Update the description to reflect change in signage for field # 3.
1.3	4/16/04 Carlton	Added additional numbering schema to sections.
2.0	2/10/2010 Shashidar	The ICD is enhanced to support multiple payments fro collection agency as well as automate the communication of rejected payments from collection agency.



New York

Violation Collection File  
Interface Control Document  
Version 2.1

April 2010



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# 1. Violation Collection File Interface Control Document

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## 1.1 Overview

This document describes in detail the file types, file layouts and file descriptions about the collection file exchange between New York E-ZPass and the Collection agency.

## 1.2 File Generation Frequency

1. NYCSC VENDOR will generate a new file in every X number of days.
2. NYCSC VENDOR will generate an update file in every X number of days.
3. The Collection Agency should generate a payment file in every week

## 1.3 New File Specifications: From NYCSC VENDOR - Collections

### 1.3.1 Description

1. The file contains the information for the accounts where the citation\_level is in (**PACOLL**) and citation\_status is in (PAIDPART or OPEN). There are 5 types of records. The fields are length delimited and the length of each field is indicated in the tables below. All fields that do not fill the entire field will be padded with filler **Spaces**.

### 1.3.2 File Name

**AAAA\_COLL\_YYYYMMDDHHMMSS.NEW**

Where: AA[AA] is Agency ID (see table 1.9.1), AA is mandatory and additional 2 characters [AA] are optional, and YYYYMMDDHHMMSS is file creation date and time.

### 1.3.3 File Layout

#### 1.3.3.1 File Header Record

Field #	Field	Length	Data Type	Description
1.	RECORDTYPE	1	Char	Always 'H'
2.	DATETIME	14	Char	e.g. 20040304000000

#### 1.3.3.2 Demographic Information: File Detail Record

Field #	Field	Length	Data Type	Description
1.	RECORDTYPE	1	Char	Always 'A'
2.	ACCOUNTNO	16	Char	NY E-ZPass Account Number. RPAD spaces
3.	FIRSTNAME	40	Char	First Name
4.	LASTNAME	40	Char	Last Name
5.	COMPANYNAME	50	Char	Company Name - For Account_type COML or Business
6.	STREET_1	40	Char	Address Line1
7.	STREET_2	40	Char	Address Line1
8.	CITY	30	Char	City
9.	ZIPCODE	6	Char	Zip Code
10.	STATE	2	Char	State
11.	ACCOUNT_TYPE	2	Char	01 PRIVATE 02 COMMERCIAL 03 BUSINESS 08 PVIOLATOR 09 NONREVENUE 10 CVIOLATOR

#### 1.3.3.3 Transaction Information: File Detail Record

Field #	Field	Length	Data Type	Description
1.	RECORDTYPE	1	Char	Always 'V'
2.	ACCOUNTNO	20	Char	NY E-ZPass account number
3.	CITATIONNUMBER	20	AlphaNum	Notice Number begins with 'T'
4.	CITATIONDETAILSEQ	5	Char	Violation sequence # in the notice
5.	CITATIONDATE	8	Char	First notice issuance date
6.	AGENCYID	2	Char	Agency where the violation occurred (See Table

Field #	Field	Length	Data Type	Description
				1.9.1)
7.	TXDATE	8	Char	Violation Occurrence Date
8.	TXTIME	8	Char	Violation Occurrence Time
9.	PLAZA	5	Char	External Plaza where the violation occurred
10.	LANE	5	Char	External Lane where the violation occurred
11.	PLATE_STATE	2	Char	License plate State
12.	PLATE_NUMBER	10	AlphaNum	License plate number
13.	PLATE_TYPE	4	CHAR	License plate Type
14.	PLATE_COUNTRY	4	Char	License plate country
15.	DEVICE_NO	13	CHAR	Device Number. Blank if not available.
16.	SIGN INDICATOR	1	Sign	(-) for Receivable Amount/ (+) for Paid Amount
17.	TOLL_BALANCE	8	Number	Toll Balance on the violation. LPAD zeros for remaining NUMERIC fields. E.g., a positive amount of \$30.00 is represented as 00003000
18.	SIGN INDICATOR	1	Sign	(-) for Receivable Amount/ (+) for Paid Amount
19.	FEE_BALANCE	8	Number	Fee balance on the Violation. LPAD zeros for remaining NUMERIC fields. E.g., a positive amount of \$30.00 is represented as 00003000
20.	SIGN INDICATOR	1	Sign	(-) for Receivable Amount/ (+) for Paid Amount
21.	NSF_BALANCE	8	Number	NSF balance on the Violation. LPAD zeros for remaining NUMERIC fields. E.g., a positive amount of \$30.00 is represented as 00003000
22.	SIGN INDICATOR	1	Sign	(-) for Receivable Amount/ (+) for Paid Amount
23.	TOLL_PAID	8	Number	Toll Paid on the violation. LPAD zeros for remaining NUMERIC fields. E.g., a positive amount of \$30.00 is represented as 00003000
24.	SIGN INDICATOR	1	Sign	(-) for Receivable Amount/ (+) for Paid Amount
25.	FEE_PAID	8	Number	Fee Paid on the Violation. LPAD zeros for remaining NUMERIC fields. E.g., a positive amount of \$30.00 is represented as 00003000
26.	SIGN INDICATOR	1	Sign	(-) for Receivable Amount/ (+) for Paid Amount
27.	NSF_PAID	8	Number	NSF Paid on the Violation. LPAD zeros for remaining NUMERIC fields. E.g., a positive amount of \$30.00 is represented as 00003000
28.	SIGN INDICATOR	1	Sign	(-) for Receivable Amount/ (+) for Paid Amount
29.	TOLL_DISMISSED	8	Number	Sum of Toll Write-Off on the violation LPAD zeros for remaining NUMERIC fields. E.g., a positive amount of \$30.00 is represented as 00003000

Field #	Field	Length	Data Type	Description
30.	SIGN INDICATOR	1	Sign	(-) for Receivable Amount/ (+) for Paid Amount
31.	FEE_DISMISSED	8	Number	Sum of Fee Write-Off on the violation LPAD zeros for remaining NUMERIC fields. E.g., a positive amount of \$30.00 is represented as 00003000
32.	SIGN INDICATOR	1	Sign	(-) for Receivable Amount/ (+) for Paid Amount
33.	NSF_DISMISSED	8	Number	Sum of NSF Write-Off on the violation LPAD zeros for remaining NUMERIC fields. E.g., a positive amount of \$30.00 is represented as 00003000
34.	IMAGE_NAME	35	AlphaNum	Violation Image Name
35.	COLLECTION AGENCY DISPOSITION CODE / NYCSC STATUS	4	Numeric	Collection Agency Disposition Code/ NYCSC Status (See 1.9.2)
36.	LANE_TX_ID	22	Numeric	Numeric with leading zeros

### 1.3.3.4 Transaction Information: Account Summary Record

Field #	Field	Length	Data Type	Description
1.	RECORDTYPE	1	Char	Always S
2.	ACCOUNTNO	20	Char	NY E-ZPass account number
3.	SIGN INDICATOR	1	Sign	(-) for Receivable Amount/ (+) for Paid Amount
4.	TOTAL_TOLL_BALANCE	9	Number	Total of Toll Balance on Violation LPAD zeros for remaining NUMERIC fields. E.g., a positive amount of \$30.00 is represented as 000003000
5.	SIGN INDICATOR	1	Sign	(-) for Receivable Amount/ (+) for Paid Amount
6.	TOTAL_FEE_BALANCE	9	Number	Total of Fee Balance on Violation LPAD zeros for remaining NUMERIC fields. E.g., a positive amount of \$30.00 is represented as 000003000
7.	SIGN INDICATOR	1	Sign	(-) for Receivable Amount/ (+) for Paid Amount
8.	TOTAL_NSF_BALANCE	9	Number	Total of NSF Balance on Violation LPAD zeros for remaining NUMERIC fields.

**Note:** Indicator shall be (-) always for New File and (+) always for Update file sent to Collections

### 1.3.3.5 File Trailer Record

Field #	Field	Length	Data Type	Description
---------	-------	--------	-----------	-------------

1.	RECORDTYPE	1	Char	Always E
2.	RECORD_COUNT	6	Numeric	Number of Violations
3.	SIGN INDICATOR	1	Sign	(-) for Receivable Amount/ (+) for Paid Amount
4.	TOTAL_AMOUNT	10	Number	Total Amount on Violations LPAD zeros for remaining NUMERIC fields. E.g., a positive amount of \$30.00 is represented as 0000003000

## 1.4 Update File Specification: From NYCSC VENDOR to Collection

### 1.4.1 Description

The file contains the payment and/or dismissal information for the accounts where the citation\_level is in (PACOLL). There are 5 types of records.

### 1.4.2 File Name

AAAA\_COLL\_YYYYMMDDHHMMSS.UPD

### 1.4.3 File Layout

#### 1.4.3.1 File Header Record

Field #	Field	Length	Data Type	Description
3.	RECORDTYPE	1	Char	Always 'H'
4.	DATETIME	14	Char	e.g. 20040304000000

#### 1.4.3.2 Demographic Information: File Detail Record

Field #	Field	Length	Data Type	Description
12.	RECORDTYPE	1	Char	Always 'A'
13.	ACCOUNTNO	16	Char	NY E-ZPass Account Number. RPAD spaces
14.	FIRSTNAME	40	Char	First Name

Field #	Field	Length	Data Type	Description
15.	LASTNAME	40	Char	Last Name
16.	COMPANYNAME	50	Char	Company Name - For Account_type COML or Business
17.	STREET_1	40	Char	Address Line1
18.	STREET_2	40	Char	Address Line1
19.	CITY	30	Char	City
20.	ZIPCODE	6	Char	Zip Code
21.	STATE	2	Char	State
22.	ACCOUNT_TYPE	2	Char	01 PRIVATE 02 COMMERCIAL 03 BUSINESS 08 PVIOLATOR 09 NONREVENUE 10 CVIOLATOR

#### 1.4.3.3 Transaction Information: File Detail Record

Field #	Field	Length	Data Type	Description
37.	RECORDTYPE	1	Char	Always 'V'
38.	ACCOUNTNO	20	Char	NY E-ZPass account number
39.	CITATIONNUMBER	20	AlphaNum	Notice Number begins with 'T'
40.	CITATIONDETAILSEQ	5	Char	Violation sequence # in the notice
41.	CITATIONDATE	8	Char	First notice issuance date
42.	AGENCYID	2	Char	Agency where the violation occurred (See Table 1.9.1)
43.	TXDATE	8	Char	Violation Occurrence Date
44.	TXTIME	8	Char	Violation Occurrence Time
45.	PLAZA	5	Char	External Plaza where the violation occurred
46.	LANE	5	Char	External Lane where the violation occurred
47.	PLATE_STATE	2	Char	License plate State
48.	PLATE_NUMBER	10	AlphaNum	License plate number
49.	PLATE_TYPE	4	CHAR	License plate Type
50.	PLATE_COUNTRY	4	Char	License plate country
51.	DEVICE_NO	13	CHAR	Device Number. Blank if not available.
52.	SIGN INDICATOR	1	Sign	(-) for Receivable Amount/ (+) for Paid Amount
53.	TOLL_BALANCE	8	Number	Toll Balance on the violation. LPAD zeros for remaining NUMERIC fields. E.g., a positive amount of \$30.00 is represented as 00003000
54.	SIGN INDICATOR	1	Sign	(-) for Receivable Amount/ (+) for Paid Amount
55.	FEE_BALANCE	8	Number	Fee balance on the Violation.

Field #	Field	Length	Data Type	Description
				LPAD zeros for remaining NUMERIC fields. E.g., a positive amount of \$30.00 is represented as 00003000
56.	SIGN INDICATOR	1	Sign	(-) for Receivable Amount/ (+) for Paid Amount
57.	NSF_BALANCE	8	Number	NSF balance on the Violation. LPAD zeros for remaining NUMERIC fields. E.g., a positive amount of \$30.00 is represented as 00003000
58.	SIGN INDICATOR	1	Sign	(-) for Receivable Amount/ (+) for Paid Amount
59.	TOLL_PAID	8	Number	Toll Paid on the violation. LPAD zeros for remaining NUMERIC fields. E.g., a positive amount of \$30.00 is represented as 00003000
60.	SIGN INDICATOR	1	Sign	(-) for Receivable Amount/ (+) for Paid Amount
61.	FEE_PAID	8	Number	Fee Paid on the Violation. LPAD zeros for remaining NUMERIC fields. E.g., a positive amount of \$30.00 is represented as 00003000
62.	SIGN INDICATOR	1	Sign	(-) for Receivable Amount/ (+) for Paid Amount
63.	NSF_PAID	8	Number	NSF Paid on the Violation. LPAD zeros for remaining NUMERIC fields. E.g., a positive amount of \$30.00 is represented as 00003000
64.	SIGN INDICATOR	1	Sign	(-) for Receivable Amount/ (+) for Paid Amount
65.	TOLL_DISMISSED	8	Number	Sum of Toll Write-Off on the violation LPAD zeros for remaining NUMERIC fields. E.g., a positive amount of \$30.00 is represented as 00003000
66.	SIGN INDICATOR	1	Sign	(-) for Receivable Amount/ (+) for Paid Amount
67.	FEE_DISMISSED	8	Number	Sum of Fee Write-Off on the violation LPAD zeros for remaining NUMERIC fields. E.g., a positive amount of \$30.00 is represented as 00003000
68.	SIGN INDICATOR	1	Sign	(-) for Receivable Amount/ (+) for Paid Amount
69.	NSF_DISMISSED	8	Number	Sum of NSF Write-Off on the violation LPAD zeros for remaining NUMERIC fields. E.g., a positive amount of \$30.00 is represented as 00003000
70.	IMAGE_NAME	35	AlphaNum	Violation Image Name
71.	COLLECTION AGENCY DISPOSITION CODE / NYCSC STATUS	4	Numeric	<a href="#">Collection Agency Disposition Code/ NYCSC Status (See 1.9.2)</a>
72.	LANE_TX_ID	22	Numeric	Numeric with leading zeros

#### 1.4.3.4 Transaction Information: Account Summary Record

Field #	Field	Length	Data Type	Description
9.	RECORDTYPE	1	Char	Always S
10.	ACCOUNTNO	20	Char	NY E-ZPass account number
11.	SIGN INDICATOR	1	Sign	(-) for Receivable Amount/ (+) for Paid Amount
12.	TOTAL_TOLL_BALANCE	9	Number	Total of Toll Balance on Violation LPAD zeros for remaining NUMERIC fields. E.g., a positive amount of \$30.00 is represented as 000003000
13.	SIGN INDICATOR	1	Sign	(-) for Receivable Amount/ (+) for Paid Amount
14.	TOTAL_FEE_BALANCE	9	Number	Total of Fee Balance on Violation LPAD zeros for remaining NUMERIC fields. E.g., a positive amount of \$30.00 is represented as 000003000
15.	SIGN INDICATOR	1	Sign	(-) for Receivable Amount/ (+) for Paid Amount
16.	TOTAL_NSF_BALANCE	9	Number	Total of NSF Balance on Violation LPAD zeros for remaining NUMERIC fields.

**Note:** Indicator shall be (-) always for New File and (+) always for Update file sent to Collections

#### 1.4.3.5 File Trailer Record

Field #	Field	Length	Data Type	Description
5.	RECORDTYPE	1	Char	Always E
6.	RECORD_COUNT	6	Numeric	Number of Violations
7.	SIGN INDICATOR	1	Sign	(-) for Receivable Amount/ (+) for Paid Amount
8.	TOTAL_AMOUNT	10	Number	Total Amount on Violations LPAD zeros for remaining NUMERIC fields. E.g., a positive amount of \$30.00 is represented as 0000003000

## 1.5 Response File Specification: From Collection to NYCSC VENDOR

### 1.5.1 Description

The file contains payment received by the collection agency. Frequency of file transfer from Collection agency to NYCSC VENDOR will be weekly

## 1.5.2 File Name

Each response file will contain a common file header record, Account Detail record, Violation trailer record, Transaction Summary record, and file trailer record. The file will be created using the name: **COLL\_AAAA\_YYYYMMDDHHMMSS.PMT**

Where: AA[AA] is Agency ID (see table 1.9.1), AA is mandatory and additional 2 Agency characters [AA] are optional, and YYYYMMDDHHMMSS is file creation date and time.

## 1.5.3 File Layout

### 1.5.3.1 File Header Record

Field #	Field	Length	Data Type	Description
5.	RECORDTYPE	1	Char	Always 'H'
6.	DATETIME	14	Char	e.g. 20040304000000

### 1.5.3.2 Demographic Information: File Detail Record

Field #	Field	Length	Data Type	Description
23.	RECORDTYPE	1	Char	Always 'A'
24.	ACCOUNTNO	16	Char	NY E-ZPass Account Number. RPAD spaces
25.	FIRSTNAME	40	Char	First Name
26.	LASTNAME	40	Char	Last Name
27.	COMPANYNAME	50	Char	Company Name - For Account_type COML or Business
28.	STREET_1	40	Char	Address Line1
29.	STREET_2	40	Char	Address Line1
30.	CITY	30	Char	City
31.	ZIPCODE	6	Char	Zip Code
32.	STATE	2	Char	State
33.	ACCOUNT_TYPE	2	Char	01 PRIVATE 02 COMMERCIAL 03 BUSINESS 08 PVIOLATOR 09 NONREVENUE 10 CVIOLATOR

### 1.5.3.3 Transaction Information: File Detail Record

Field #	Field	Length	Data Type	Description
73.	RECORDTYPE	1	Char	Always 'V'
74.	ACCOUNTNO	20	Char	NY E-ZPass account number
75.	CITATIONNUMBER	20	AlphaNum	Notice Number begins with 'T'
76.	CITATIONDETAILSEQ	5	Char	Violation sequence # in the notice
77.	CITATIONDATE	8	Char	First notice issuance date
78.	AGENCYID	2	Char	Agency where the violation occurred (See Table 1.9.1)
79.	TXDATE	8	Char	Violation Occurrence Date
80.	TXTIME	8	Char	Violation Occurrence Time
81.	PLAZA	5	Char	External Plaza where the violation occurred
82.	LANE	5	Char	External Lane where the violation occurred
83.	PLATE_STATE	2	Char	License plate State
84.	PLATE_NUMBER	10	AlphaNum	License plate number
85.	PLATE_TYPE	4	CHAR	License plate Type
86.	PLATE_COUNTRY	4	Char	License plate country
87.	DEVICE_NO	13	CHAR	Device Number. Blank if not available.
88.	SIGN INDICATOR	1	Sign	(-) for Receivable Amount/ (+) for Paid Amount
89.	TOLL_BALANCE	8	Number	Toll Balance on the violation. LPAD zeros for remaining NUMERIC fields. E.g., a positive amount of \$30.00 is represented as 00003000
90.	SIGN INDICATOR	1	Sign	(-) for Receivable Amount/ (+) for Paid Amount
91.	FEE_BALANCE	8	Number	Fee balance on the Violation. LPAD zeros for remaining NUMERIC fields. E.g., a positive amount of \$30.00 is represented as 00003000
92.	SIGN INDICATOR	1	Sign	(-) for Receivable Amount/ (+) for Paid Amount
93.	NSF_BALANCE	8	Number	NSF balance on the Violation. LPAD zeros for remaining NUMERIC fields. E.g., a positive amount of \$30.00 is represented as 00003000
94.	SIGN INDICATOR	1	Sign	(-) for Receivable Amount/ (+) for Paid Amount
95.	TOLL_PAID	8	Number	Toll Paid on the violation. LPAD zeros for remaining NUMERIC fields. E.g., a positive amount of \$30.00 is represented as 00003000
96.	SIGN INDICATOR	1	Sign	(-) for Receivable Amount/ (+) for Paid Amount
97.	FEE_PAID	8	Number	Fee Paid on the Violation. LPAD zeros for remaining NUMERIC fields. E.g., a positive amount of \$30.00 is represented as 00003000
98.	SIGN INDICATOR	1	Sign	(-) for Receivable Amount/ (+) for Paid Amount
99.	NSF_PAID	8	Number	NSF Paid on the Violation. LPAD zeros for remaining NUMERIC fields. E.g., a positive amount of \$30.00 is represented

Field #	Field	Length	Data Type	Description
				as 00003000
100.	SIGN INDICATOR	1	Sign	(-) for Receivable Amount/ (+) for Paid Amount
101.	TOLL_DISMISSED	8	Number	Sum of Toll Write-Off on the violation LPAD zeros for remaining NUMERIC fields. E.g., a positive amount of \$30.00 is represented as 00003000
102.	SIGN INDICATOR	1	Sign	(-) for Receivable Amount/ (+) for Paid Amount
103.	FEE_DISMISSED	8	Number	Sum of Fee Write-Off on the violation LPAD zeros for remaining NUMERIC fields. E.g., a positive amount of \$30.00 is represented as 00003000
104.	SIGN INDICATOR	1	Sign	(-) for Receivable Amount/ (+) for Paid Amount
105.	NSF_DISMISSED	8	Number	Sum of NSF Write-Off on the violation LPAD zeros for remaining NUMERIC fields. E.g., a positive amount of \$30.00 is represented as 00003000
106.	IMAGE_NAME	35	AlphaNum	Violation Image Name
107.	COLLECTION AGENCY DISPOSITION CODE / NYCSC STATUS	4	Numeric	<a href="#">Collection Agency Disposition Code/ NYCSC Status (See 1.9.2)</a>
108.	LANE_TX_ID	22	Numeric	Numeric with leading zeros

#### 1.5.3.4 Transaction Information: Account Summary Record

Field #	Field	Length	Data Type	Description
17.	RECORDTYPE	1	Char	Always S
18.	ACCOUNTNO	20	Char	NY E-ZPass account number
19.	SIGN INDICATOR	1	Sign	(-) for Receivable Amount/ (+) for Paid Amount
20.	TOTAL_TOLL_BALANCE	9	Number	Total of Toll Balance on Violation LPAD zeros for remaining NUMERIC fields. E.g., a positive amount of \$30.00 is represented as 000003000
21.	SIGN INDICATOR	1	Sign	(-) for Receivable Amount/ (+) for Paid Amount
22.	TOTAL_FEE_BALANCE	9	Number	Total of Fee Balance on Violation LPAD zeros for remaining NUMERIC fields. E.g., a positive amount of \$30.00 is represented as 000003000
23.	SIGN INDICATOR	1	Sign	(-) for Receivable Amount/ (+) for Paid Amount
24.	TOTAL_NSF_BALANCE	9	Number	Total of NSF Balance on Violation

				LPAD zeros for remaining NUMERIC fields.
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**Note:** Indicator shall be (-) always for New File and (+) always for Update file sent to Collections

### 1.5.3.5 File Trailer Record

Field #	Field	Length	Data Type	Description
9.	RECORDTYPE	1	Char	Always E
10.	RECORD_COUNT	6	Numeric	Number of Violations
11.	SIGN INDICATOR	1	Sign	(-) for Receivable Amount/ (+) for Paid Amount
12.	TOTAL_AMOUNT	10	Number	Total Amount on Violations LPAD zeros for remaining NUMERIC fields. E.g., a positive amount of \$30.00 is represented as 0000003000

# 1.6 Acknowledgement File – From Collection Agency to NYCSC VENDOR

## 1.6.1 Description

The collection agency will acknowledge the receipt of the SEND files (both NEW and UPD files) through acknowledgement files. The intent is to confirm proper transmission of the SEND file and the ability to open, read and process the records in it.

## 1.6.2 File Name

{DAT file name w/o .DAT extension being acknowledged}.ACK

## 1.6.3 File Layout

1. The record in the acknowledgement file will be a single line.
2. All fields in the trailer record are mandatory.
3. The fields are length delimited and the length of the fields is indicated in the table below.
4. All fields that do not fill the entire field will be padded with zeros or spaces as indicated under the *Description* column.

Field #	Field Name	Length	Data Type	Description
1.	ORIGINAL FILE NAME BEING ACKNOWLEDGED	28	STRING	
2.	FILE PROCESSING STATUS	2	NUMBER	00 = Success, 01 = Failure to read.
3.	ACKNOWLEDGEMENT FILE CREATION TIMESTAMP	14	DATE	YYYYMMDDHHMNSS in 24-hour format
4.	TOTAL NO. OF TRANSACTIONS FROM SEND FILE	9	NUMBER	LPAD zeros
5.	SIGN INDICATOR	1	Sign	(-) for Receivable Amount/ (+) for Paid Amount
6.	TOTAL DOLLAR AMOUNT FROM SEND FILE	11	NUMBER	First field is sign indicator (-), then LPAD zeros for remaining NUMERIC fields. E.g., a negative balance of \$150,000.25 is represented as 00015000025

# 1.7 Acknowledgement File – From NYCSC VENDOR to Collection Agency

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## 1.7.1 Description

NYCSC VENDOR will acknowledge the receipt of the RCVD file through an acknowledgement file. The intent is to confirm proper transmission of the RCVD file and the ability to open, read and process the records in it.

## 1.7.2 File Name

{DAT file name w/o .DAT extension being acknowledged}.ACK

## 1.7.3 File Layout

1. The record in the acknowledgement file will be a single line.
2. All fields in the record are mandatory.
3. The fields are length delimited and the length of the fields is indicated in the table below.
4. All fields that do not fill the entire field will be padded with zeros or spaces as indicated under the *Description* column.

Field #	Field Name	Length	Data Type	Description
1.	ORIGINAL FILE NAME BEING ACKNOWLEDGED	29	STRING	
2.	FILE PROCESSING STATUS	2	NUMBER	00 = Success, 01 = Failure to read.
3.	ACKNOWLEDGEMENT FILE CREATION TIMESTAMP	14	DATE	YYYYMMDDHHMNSS in 24-hour format
4.	TOTAL NO. OF TRANSACTIONS FROM TRAILER IN PMT FILE	9	NUMBER	LPAD zeros
5.	SIGN INDICATOR	1	Sign	(-) for Receivable Amount/ (+) for Paid Amount
6.	TOTAL \$\$ AMOUNT FOR PAYMENTS FROM TRAILER IN PMT FILE	11	NUMBER	LPAD zeros for remaining NUMERIC fields. E.g., a positive balance of \$150,000.25 is represented as 00015000025
7.	SIGN INDICATOR	1	Sign	(-) for Receivable Amount/ (+) for Paid Amount
8.	TOTAL \$\$ AMOUNT FOR DISMISSALS FROM TRAILER IN PMT FILE	11	NUMBER	LPAD zeros for remaining NUMERIC fields. E.g., a positive balance of \$150,000.25 is represented as 00015000025

9.	SIGN INDICATOR	1	Sign	(-) for Receivable Amount/ (+) for Paid Amount
10.	TOTAL \$\$ AMOUNT FOR UNCOLLECTIBLES FROM TRAILER IN PMT FILE	11	NUMBER	LPAD zeros for remaining NUMERIC fields. E.g., a positive balance of \$150,000.25 is represented as 00015000025

## 1.8 File Transmission

NYCSC VENDOR will put and get all files from designated directories, on the collection agency's file server. A FTP process on NYEPS1 will connect to the collection agency's file server once per day and move the files to or from their proper directories for further processing.

## 1.9 Tables

### 1.9.1 Agency ID Mapping Table

Agency ID	Agency Short Name	Agency Name
1	NY	NEW YORK STATE THRUWAY
2	TB	MTA B&T
3	PA	PORT AUTHORITY OF NY & NJ
4	NB	NYSBA

## 1.9.2 COLLECTION AGENCY DISPOSITION CODE / NYCSC STATUS

Collection Agency Disposition Code/ NYCSC Status (See 1.9.2)	Action	Collections Active / Inactive
0011	Collecting	Active
0012	Paid in Full	Inactive
0013	Paid Part / Active	Active
0014	Paid Part / Dismissed	Inactive
0015	Paid Part / Uncollectable	Inactive
0016	Paid Part / Dismissed / Uncollectable	Inactive
0017	Paid Part / Returned	Inactive
0018	Paid Part / Dismissed / Returned	Inactive
0019	Unpaid / Dismissed	Inactive
0020	Unpaid / Uncollectable	Inactive
0021	Unpaid / Dismissed / Uncollectable	Inactive
0022	Unpaid / Dismissed / Returned	Inactive
0023	Unpaid / Returned	Inactive

## 1.9.3 Plaza description

### 1.9.3.1 NYSTA Plaza Description

PLAZA ID	EXTERN PLAZA ID	PLAZA ABBREVIATION	PLAZA NAME
1	6	YK	YONKERS TOLL
2	8	HA	HARRIMAN
3	9	TZ	TAPPAN ZEE BRIDGE
4	14	SV	SPRING VALLEY
5	15	15	WOODBURY
6	16	16	HARRIMAN ENTRY
7	16H	16H	HARRIMAN EXIT
8	16W	16W	HARRIMAN ENTRY
9	16X	16X	HARRIMAN EXIT
10	17	17	NEWBURGH
11	18	18	NEW PALTZ
12	19	19	KINGSTON
13	20	20	SAUGERTIES
14	20E	20E	SAUGERTIES
15	20W	20W	SAUGERTIES
16	21	21	CATSKILL
17	21B	21B	COXSACKIE
18	22	22	SELKIRK
19	23	23	ALBANY I-787
20	24	24	ALBANY I-87
21	25	25	SCHENECTADY I-890
22	25A	25A	SCHENECTADY I-88
23	26	26	SCHENECTADY I890/Rt5
24	27	27	AMSTERDAM
25	28	28	FULTONVILLE
26	29	29	CANAJOHARIE
27	29A	29A	LITTLE FALLS
28	30	30	HERKIMER
29	31	31	UTICA
30	32	32	WESTMORELAND
31	33	33	VERONA
32	34	34	CANASTOTA
33	34A	34A	SYRACUSE I-490
34	35	35	SYRACUSE Rt 298
35	36	36	SYRACUSE I-81
36	37	37	SYRACUSE Liverpool
37	38	38	SYRACUSE Electron PK
38	39	39	SYRACUSE I-690
39	40	40	WEEDSPORT
40	41	41	WATERLOO

41	42	42	GENEVA
42	43	43	MANCHESTER
43	44	44	CANANDAIGUA
44	45	45	ROCHESTER I-490
45	46	46	ROCHESTER I-390
46	47	47	ROCHESTER I-490
47	48	48	BATAVIA
48	48A	48A	PEMBROKE
49	49	49	DEPEW
50	50	50	WILLIAMSVILLE TOLL
51	55	55	LACKAWANNA TOLL
52	56	56	BLASDELL
53	57	57	HAMBURG
54	57A	57A	EDEN
55	58	58	SILVER CREEK
56	59	59	DUNKIRK
57	60	60	WESTFIELD
58	61	61	RIPLEY TOLL
59	71	CL	CITY LINE
60	78	BR	BLACK ROCK
61	86	GIS	SOUTH GRAND ISLAND
62	89	GIN	NORTH GRAND ISLAND

### 1.9.3.2 MTA B&T Plaza Description

PLAZA ID	EXTERN PLAZA ID	PLAZA ABBREVIATION	PLAZA NAME
201	1	TBB	TRIBOROUGH BRONX
202	2	TBM	TRIBOROUGH MNHTN
203	3	BWB	BRONX WHITESTONE BR
204	4	HHB	HENRY HUDSON BR
205	5	MPB	MARINE PARKWAY
206	6	CBB	CROSS BAY BR
207	7	QMT	QUEENS MIDTOWN
208	8	BBT	BROOKLYN BATTERY
209	9	TNB	THROGS NECK BR.
210	10	TNB	THROGS NECK BR
211	11	VNB	VERRAZANO NARROWS BR
212	12	VNB	VERRAZANO NARROWS BR
213	13	CBB	CROSS BAY BR
214	14	MP	MARINE PARKWAY
215	15	TB	TRIBOROUGH BRONX
216	16	TM	TRIBOROUGH MNHTN

217	17	BWB	BRONX WHITESTONE
218	18	HH	HENRY HUDSON BR
219	19	QMT	QUEENS MIDTOWN
220	20	BBT	BROOKLYN BATTERY
1155	908	908	MTA-Overcharge

### 1.9.3.3 Port Authority of NY & NJ Plaza Description

PLAZA ID	EXTERN PLAZA ID	PLAZA_ABBREVIATION	PLAZA NAME
301	BB	BB	BAYONNE BRIDGE
302	GB	GB	GOETHALS BRIDGE
303	GWL	GWL	GWB LOWER
304	GWP	GWP	GWB PALISADES
305	GWU	GWU	GWB MAIN
306	HT	HT	HOLLAND TUNNEL
307	LT	LT	LINCOLN TUNNEL
308	OBX	OBX	OUTERBRIDGE CROSSING
1154	905	905	PA-Overcharge

### 1.9.3.4 NYSBA Plaza Description

PLAZA ID	EXTERN PLAZA ID	PLAZA ABBREVIATION	PLAZA NAME
63	91	RVW	RIP VAN WINKLE
64	92	KRB	KINGSTON-RHINECLIFF
65	93	MHB	MID-HUDSON
66	94	NBB	NEWBURGH-BEACON
67	95	BMB	BEAR MOUNTAIN

## 1.10 Revision Details

<b>Editor</b>	<b>Date</b>	<b>Sections</b>	<b>Details</b>
Ashish R. Sawant	04/16/2008	Initial write-up	Draft
Ashish R. Sawant	04/18/2008	Added ACK file section, Collection Levels	0.1
Ashish R. Sawant	04/24/2008	Formatting changes	1.0
Rajesh Kumar	02/11/2010	COLLECTION AGENCY DISPOSITION CODE / NYCSC STATUS	2.0

**EXHIBIT I**

**WAGE/BENEFIT STATEMENT**  
**Contract Year June 1, xxxx to May 31, xxxx.**

<u>Wage/Benefit Categories</u>	<u>Straight Time / Regular HOURS</u> <u>By Employee Classification</u>				<u>Straight Time / Regular WAGES</u> <u>By Employee Classification</u>			
	<u>Cashier</u>	<u>Clerk</u>	<u>Lot Checker</u>	<u>Supervisor</u>	<u>Cashier</u>	<u>Clerk</u>	<u>Lot Checker</u>	<u>Supervisor</u>
<b>Regular Hours/Wages</b>								
June	20,000	2,000	1,500	7,000	\$ 200,000.00	\$ 25,000.00	\$ 15,000.00	\$ 100,000.00
July								
August								
September								
October								
November								
December								
January								
February								
March								
April								
May								
<b>Total Regular Hours / Wages</b>	20,000	2,000	1,500	7,000	\$ 200,000.00	\$ 25,000.00	\$ 15,000.00	\$ 100,000.00
<b>HOLIDAY/PERSONAL BONUS</b>								
June								
x								
x								
May								
<b>Total</b>								
<b>SICK TIME ALLOWANCE</b>								
June								
x								
x								
May								
<b>Total</b>								
<b>VACATION</b>								
June								
x								
x								
May								
<b>Total</b>								
<b>PENSION</b>								
June								
x								
x								
May								
<b>Total</b>								
<b>HEALTH / WELFARE</b>								
June								
x								
x								
May								
<b>Total</b>								
<b>JURY DUTY/BEREAVEMENT</b>								
June								
x								
x								
May								
<b>Total</b>								
<b>Total Supplemental Benefits</b>								
<b>Total Average Wage / Supplemental Benefits</b>								
<b>Per Contract</b>								
<b>Difference</b>								

(Sample Statement)

XYZ COMPANY - Contract # \_\_\_\_\_  
**WAGE and BENEFITS STATEMENT**  
Period Covered: June 1, xxxx to November 30, xxxx

	<u>Job Class 1</u>	<u>Job Class 2</u>	<u>Job Class 3</u>	<u>Job Class 4</u>	<u>Job Class 5</u>
<b>Number of Employees</b>	_____	_____	_____	_____	_____
<b>MINIMUM HOURLY WAGES</b>					
RATES PAID	\$9.50	\$10.50	\$11.50		
CONTRACT REQUIREMENTS	\$10.00	\$10.25	\$11.25		
Difference	(\$0.50)	\$0.25	\$0.25		
<b>Direct Wages</b>					
Straight-Time Direct Wages	\$375,000.00	\$275,000.00	\$110,000.00		
Shift Differential	2,000.00	-	-		
<b>Total Wages</b>	<b>\$377,000.00</b>	<b>\$275,000.00</b>	<b>\$110,000.00</b>		
<b>Health Benefits</b>					
Health/Welfare	\$75,000.00	\$50,000.00	\$40,000.00		
<b>Total Health Benefits</b>	<b>75,000.00</b>	<b>50,000.00</b>	<b>40,000.00</b>		
<b>Supplemental Benefits</b>					
Holiday	\$9,500.00	\$8,000.00	\$9,500.00		
Vacation	4,000.00	3,000.00	4,000.00		
Sick	4,000.00	3,000.00	4,000.00		
Personal	1,000.00	1,000.00	1,000.00		
Dental	1,000.00	1,000.00	1,000.00		
Jury Duty / Bereavement	-	500.00	-		
Bonus	13,600.00	10,000.00	13,600.00		
Pension / 401K	12,500.00	12,000.00	12,500.00		
Other (please specify)	-	-	-		
<b>Total Supp. Benefits</b>	<b>\$45,600.00</b>	<b>\$38,500.00</b>	<b>\$45,600.00</b>		
<b>HOURS</b>					
Straight-Time Hours	36,600.00	25,000.00	11,000.00		
Add: Roll Call Time, if applicable	550.00	550.00	550.00		
Less: Relief Time, if applicable	(500.00)	(500.00)	(500.00)		
Less: Meal Time, if applicable	-	-	-		
<b>Hours Worked</b>	<b>36,650.00</b>	<b>25,050.00</b>	<b>11,050.00</b>		
Average Direct Wages Paid	\$10.29	\$10.98	\$9.95		
Contract Requirements	10.25	10.50	10.75		
Difference	\$0.04	\$0.48	\$(0.80)		
Average Health Benefits Paid	\$2.05	\$2.00	\$3.62		
Contract Requirements	\$2.00	\$2.00	\$2.00		
Difference	\$0.05	\$(0.00)	\$1.62		
Average Supplemental Benefits Paid	\$1.24	\$1.54	\$4.13		
Contract Requirements	\$1.50	\$1.70	\$4.13		
Difference	\$(0.26)	\$(0.16)	\$(0.00)		
<b>MINIMUM SALARIES (if applic.)</b>					
SALARIES PAID				\$33,375	\$42,777
CONTRACT REQUIREMENTS				\$33,375	\$40,600
Difference				\$0	\$2,177

**Note:**  
Details by month and by employee must be available and may be submitted with this statement.

Statement Certified by: \_\_\_\_\_

Name

Title

Date