

November 12, 2015

SUBJECT: REQUEST FOR PROPOSALS FOR THE PERFORMANCE OF EXPERT PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES FOR THE CONDITION ASSESSMENT OF THE COGENERATION PLANT AND CENTRAL HEATING AND REFRIGERATION PLANT AT JOHN F. KENNEDY INTERNATIONAL AIRPORT (RFP# 44066)

Dear Sir or Madam:

The Port Authority of New York and New Jersey (the "Authority") is seeking Proposals in response to this Request for Proposals (RFP) for a Consultant to perform expert professional engineering and architectural services for the condition assessment of Cogeneration Plant and Central Heating and Refrigeration Plant at John F. Kennedy International Airport (JFK). The scope of the tasks to be performed by you are set forth in Attachment A to the Authority's Standard Agreement (the "Agreement"), included herewith. You should carefully review this Agreement as it is the form of agreement that the Authority intends that you sign in the event of acceptance of your Proposal and forms the basis for the submission of Proposals.

I. PROPOSER REQUIREMENTS

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

- A. Successful completion of at least five (5) Major Power Plant/Cogeneration Plant projects that included design, planning and technical functions as well as oversight of the construction of similar scope and complexity as the services contemplated herein. Each of the five (5) projects should include work on both the systems and infrastructure components of the project and had a minimum construction value between \$100 million to \$500 million (adjusted for inflation/deflation), and have been completed within the past ten (10) years.
- B. Successful completion of at least two (2) projects of Power Plant/Cogeneration Plant Condition Assessments including project concept development within the last five (5) years. Each of the respective Power/Cogeneration Plant shall have a minimum asset value of \$100 million.
- C. Project Manager shall have a minimum of twenty (20) years experience and multi-discipline technical expertise performing planning and implementation of Power Plant/Cogeneration Plant design as well as condition assessment. The Project Manager shall have professional experience on at least three (3) similar major Power Plant/Cogeneration Plant projects.
- D. The designated lead for each of the engineering discipline shall have a minimum of ten (10) years professional experience in his/her specific expertise. The designated leads shall have professional experience on at least two (2) similar major Power Plant/Cogeneration Plant projects.
- E. The proposed Project Manager and lead discipline engineers must be licensed professional engineers.

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

II. PROPOSAL FORMAT REQUIREMENTS

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

- A. To be acceptable, the Proposal shall be of no more than forty (40) pages single-sided or 20 double-sided, using 12 point or greater font size, not including resumes. This limit does not include Section III, items: A, B, C, G, I, J and K below, nor section and/or tab dividers. Each resume shall be 2-page maximum, single-sided or 1-page double-sided, using 12- point or greater font size. Product brochures and other sales literature will not be accepted as substitutes for written responses to this RFP. The Proposal pages shall be numbered and bound, with “Your Firm Name,” and **RFP Number 44066** clearly indicated on the cover.
- B. Each section of the Proposal shall be separated with a tab divider that is labeled in accordance with the letter of the requirements specified below in Section III.
- C. All proposals must be delivered in sealed envelopes and/or packages. Address the Proposal to: The Port Authority of New York and New Jersey, 4 WTC, 150 Greenwich Street, 21st Floor, New York, NY 10007, Attention: RFP Custodian. Do not address your Proposal to any other name. You are required to submit one (1) reproducible original hard copy and six (6) copies on USB drives, of your Proposal for review. In case of conflict, the reproducible original of the Proposal shall take precedence over material on the USB drives.
- D. In each submission to the Authority, including any return address label, information on the USB drive and information on the reproducible original and copies of the Proposal, the Proposer shall use its **FULL LEGAL NAME WITHOUT ABBREVIATIONS**. Failure to comply with this requirement may lead to delays in contract award and contract payments, which shall be the responsibility of the Proposer.
- E. Provide the address of your firm to which any written correspondence should be sent.
- F. Your Proposals should be forwarded in sufficient time so that the Authority receives them **no** later than 2:00 p.m. on **December 8, 2015**. The cover of your submittal must include the RFP Number (as stated above) and the RFP title. The Authority assumes no responsibility for delays caused by any delivery services.*

***PLEASE READ THE FOLLOWING DELIVERY REQUIREMENTS CAREFULLY. Bidders assume all responsibility for delays or problems in delivery.**

<p>The Port Authority of NY & NJ Attention: Proposal Custodian Procurement Department 150 Greenwich Street, 21st Floor New York, NY 10007</p>
<p>At this address, proposals will only be accepted via the United States Postal Service, UPS or hand delivery.</p> <p>Clearly mark the solicitation number on the outermost package.</p>

- There is extensive security at the World Trade Center Site. You must present a valid government-issued photo ID to enter 4 WTC. Individuals without packages or carrying small packages, envelopes or boxes that can be conveyed by hand or on a hand truck may enter through the lobby. All packages, envelopes and boxes may be subject to additional security screening.
- There is no parking available at 4 WTC/150 Greenwich Street, and parking in the surrounding area is extremely limited.
- Express carrier deliveries by commercial vehicles will only be made via vendors approved by Silverstein Properties, the WTC Property Manager, through the Vehicle Security Center (VSC). Presently, UPS is the only delivery vendor with approved recurring delivery times. UPS makes deliveries to 4 WTC around 9:30 a.m. each day. Please plan your submission accordingly.
- As additional express carriers may be approved by Silverstein Properties and scheduled for recurring delivery times with the VSC, this information may be updated.
- Under certain circumstances, a solicitation may allow for a commercial vehicle to be approved to make a delivery in accordance with the VSC procedures. If applicable, the specific solicitation document will include that information.
- The Port Authority assumes no responsibility for delays, including, but not limited to, delays caused by any delivery services, building access procedures, or security requirements.

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

III. SUBMISSION REQUIREMENTS:

To respond to this RFP, provide the following information:

- A. In the front of your Proposal, a copy of Attachment B (Agreement on Terms of Discussion), signed by an officer of your company;
- B. a completed copy of Attachment C (Company Profile);

C. a transmittal letter.

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

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

All the qualification information required for a single entity shall be submitted for each participant in the joint venture. If proposing as a common law joint venture, all participants in the joint venture shall be bound jointly and severally, and each participant shall execute the Proposal. If a joint venture is deemed qualified to receive an invitation to deliver a formal presentation of how it proposes to provide the services outlined herein, the joint venture shall be composed of the same participants as were in the joint venture when it submitted the Proposal. No substitution of participants will be allowed without the advance express prior written permission of the Authority.

- 2) Submit a copy of any written agreement, or understanding, which exists between each party to the joint venture as part of the Proposal. If no written agreement or understanding exists, the Lead Proposer shall be identified and the joint venture shall include in its Proposal a written statement explaining how the joint venture will fulfill the requirements of the Agreement. Such explanation shall fully discuss and identify the responsibility of each party to the joint venture for performing the Work, and for providing the required insurance coverages.

D. Staff Qualifications and Experience

In this section, detail the experience of key individuals (including subconsultants, if any) to be responsible for the successful completion of the contemplated services. Prepare an organization chart for this project that identifies the key individuals, their titles, their firm and office address, their function, task responsibility and reporting relationships. Attach a detailed resume for each key individual that includes his/her educational background, chronological history of employment, relevant licenses, and certifications. The resumes should clearly identify the years of experience in the field related to the tasks for which the individual will be responsible, as well as his/her specific role if any, in performance of the project(s) identified in response to Section I, above.

For the Project Manager, identify similar projects that the individual has managed in the past ten (10) years. If the Project Manager is currently managing other work, clearly state how he or she intends to work on this project and include the percentage of time to be dedicated to this project, as well as to any others during the term of the contemplated agreement.

E. Firm Qualifications and Experience

Provide documentation of Firm's (including sub-consultants) Qualifications and Experience, which includes projects similar in size and scope to that of this RFP, including, but not be limited to, a list of entities for which similar services have been provided. Provide a list of no more than five (5) projects and contacts for the Authority to confirm provided information. Information shall be presented in a table prepared by you, to include but not be limited to, the following for each project:

- 1) Project Title
- 2) Other entities assisting in project
- 3) Project Manager
- 4) Key personnel participants
- 5) Date Started
- 6) Date Completed
- 7) Construction Cost
- 8) Client
- 9) Specific services provided
- 10) Project Statistics including: facility location, type of Power Plants/Cogeneration Plants, capacity of Power Plants/Cogeneration Plants, type of thermal distribution system, technology utilized for assessment, major equipment and systems included for assessment, etc.

F. Technical Approach

A detailed description of the proposed technical approach to be taken for performance of the required services for each task in Attachment A, and a schedule for completion of said tasks, including milestones associated with each task. The schedule shall be developed based on Project Phases noted in Attachment A. Technical approach shall include a complete discussion of all technical issues involved in each task, methodology and strategy that your firm proposes to be taken, Technical approach shall also demonstrate to the Authority the knowledge and skill of your firm to address specific tasks concerning all aspects of assessment of cogeneration facility including inspection and testing of thermal distribution system as well as any other tasks that may be required, but may not be defined.

G. Manpower Analysis

Prepare a staffing analysis for performance of each task in Attachment A, using the Excel spreadsheet in the following link: [Attachment D](#) (Staffing Analysis Sheet). Include names, titles, multipliers, actual hourly pay rates and billing rates (for principals and partners) of staff to be assigned to the performance of each task, and the total number of hours to be spent by each of them in the performance of each task, including out-of-pocket (direct) expenses, if any. Please note that allowable out-of-pocket expenses shall not include daily commutation or housing costs or any relocation costs that may be incurred by proposed staff in performance of the contemplated services.

The “multipliers” referred to in the second and fifth lines of subparagraph 9A of the accompanying Agreement, including a breakdown of said multipliers, indicating all of its components (e.g., vacation, holiday, sick pay, workers’ compensation, office rent, insurance, profit).

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

H. Management Approach

A detailed description of the proposed management approach to be taken for performance of the required services for each task in Attachment A. Factors addressed in your

management approach shall include, but are not limited to: your proposed organizational structure to be responsive to the Authority's needs; your proposed approach and schedule for keeping the client apprised of the project status; and your proposed approach to ensuring the quality and timeliness of the work product to be produced.

Your attention is directed to Paragraph 22 of the Agreement in which the Authority has stated the M/WBE goals for participation in this project. Submit details on how you intend to meet these goals. A listing of Port Authority certified MBE/WBE firms will be provided upon request.

- I. A complete list of your firm's affiliates, if any.
- J. If the Proposer or any employee, agent or subcontractor of the Proposer may have, or may give the appearance of a possible conflict of interest, the Proposer shall include in its Proposal a statement indicating the nature of the conflict. The Authority reserves the right to disqualify the Proposer if, in its sole discretion, any interest disclosed from any source could create, or give the appearance of, a conflict of interest. The Authority's determination regarding any question(s) of conflict of interest shall be final.
- K. The Proposer is expected to agree with the form of Agreement and all of its terms and conditions. The Proposer should therefore not make any changes in the Agreement nor restate any of its provisions in your Proposal or supporting material. However, if the Proposer has any specific exceptions, such exceptions should be set forth in a separate letter included with its response to this RFP. The Authority is under no obligation to entertain or accept any such specific exceptions. Failure to raise issues at the time of Proposal submission shall preclude the raising of such issues at a later time.

IV. SELECTION PROCESS:

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

- A. Staff Qualifications and Experience, including subconsultants, performing services hereunder;
- B. Firm Qualifications and experience;
- C. Manpower Analysis;
- D. Technical Approach for the performance of the contemplated services; and
- E. Management Approach for the performance of the contemplated services.

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

V. ORAL PRESENTATIONS:

After review of all Proposal submissions, an oral presentation to the selection committee and others, as appropriate, may be requested. It should be noted that firms selected to make presentations may be given short advance notice. Presentations would be limited to 60 minutes, and include the material contained in your Proposal. The presentation would be

followed by an approximately 30-minute question and answer session. Proposer's staff providing the presentation shall be led by the proposed Project Manager, who may be supported by no more than four (4) other senior staff members proposed to work on this project. Notification of presentation scheduling is made by email. Please provide the name and email address of the person who should be contacted for presentation scheduling, as well as an alternate in the event that person is unavailable.

VI. SECURITY REQUIREMENTS; PROOF OF SATISFACTORY COMPLETION OF PRE-REQUISITES FOR ACCESS TO PROTECTED INFORMATION

The Authority has made available certain documents listed in Attachment A, Section VI entitled "**INFORMATION AND MATERIALS PROVIDED BY THE AUTHORITY**" to proposers interested in responding to this RFP (as well as the selected Consultant). The documents are considered Port Authority Protected Information. Protected Information is information belonging to the Port Authority that, if it were subject to unauthorized access, modification, loss or misuse could seriously damage the Port Authority, public safety, or homeland security. Protecting this 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. These procedures are identified in the Port Authority's "Information Security Handbook". Respondents may obtain a copy of the Security Handbook from the Port Authority's website:

<http://www.panynj.gov/business-opportunities/pdf/Corporate-Information-Security-Handbook.pdf>

The Information Security Handbook requires that certain criteria be met prior to being granted access to Protected Information. Generally, an individual must be a U.S. Citizen, or be an alien who has been lawfully admitted for permanent residency or employment (indicated by immigration status), as evidenced by Immigration and Naturalization Service documentation, or be a national of the United States as defined by the Immigration and Nationality Act. This requirement may be waived in exceptional circumstances and firms seeking to be considered should refer to § 3.2 of the Information Security Handbook for details on this policy and the process for waiver. An individual may also be required to undergo background screening prior to being approved for receipt of certain information. 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. Information about S.W.A.C., instructions, corporate enrollment, online applications, and location of processing centers can be found at: <http://www.secureworker.com>. S.W.A.C. may be contacted directly at (877) 522-7922 for more information.

Individuals are also required to attend an Information Security Awareness and Education training session unless, within the last three (3) years, they have attended an Information Security Awareness and Education training session and have proof of same.

To schedule your SIM training, promptly contact Ms. Christi Clark at (201) 395-3519.

Designation of Security Information Manager

Each firm seeking to be considered, and if a joint venture is seeking consideration, each participant in a joint venture, shall designate at least one (1) a Security Information Manager (a “SIM”) responsible for each firm’s compliance with Information Security Requirements, identifying members of their teams who will need access to documents and for assuring that those members have passed the requisite background checks and have completed the requisite forms. The SIM will be responsible for maintaining his/her firm’s access list. In addition, the SIM will identify an individual who will be trained by the Port Authority in the use of Livelink (if Livelink is utilized as a means for distribution) and that individual will subsequently be responsible for training the team for the firm seeking to be considered.

With your submission, your firm (or any member firm of a joint venture seeking to be considered) must include the following information for your SIM(s):

- (1) Full legal name
- (2) Title
- (3) Physical address
- (4) Email address
- (5) Phone number and fax number; and
- (6) Proof that the SIM has been issued a SWAC credential.

Proof of SWAC Credential

Your firm’s designated SIM, and any member of your team that may require access to Protected Information will require a SWAC credential, proof of which must be submitted with your response.

Proof of SWAC issuance shall be demonstrated by submitting a color photocopy of the face of the team member’s S.W.A.C. card. The failure to demonstrate in your submission that, at a minimum, your firm’s SIM has been issued a SWAC credential, will result in your firm not being found qualified to participate in this opportunity.

Checklist for Project Team

You should submit a Microsoft Excel spreadsheet providing the status, at the time of the Proposal submission, of your firm’s team for this project with respect to information security requirements. The spreadsheet should list all persons at your firm that may require access to Port Authority Protected Information, and set forth their status as to whether they have (1) undergone Port Authority Information Security Training; (2) executed a Port Authority NDA; (3) executed a Port Authority Exhibit A to the a NDA; (4) executed an Exhibit B to the NDA; and (5) been issued a SWAC credential, if required.

Example Spreadsheet Illustration:

Name	Trained	NDA	Exhibit A (to NDA)	Exhibit B (to NDA)	SWAC
Luke Jones (Principal, C.E.O)		1/31/2014	1/31/2014		
Noah Jacobs (Estimator)	2/12/2014		1/13/2014		Yes

Melissa Manning (SIM)	1/12/2014		1/12/2014		Yes
Franklyn Benjamin, P.E. (Subcontractor)	2/12/2014			2/15/2014	

VII. ADDITIONAL INFORMATION:

Proposers are advised that additional vendor information, including, but not limited to forms, documents and other related information, may be found on the Authority website at http://www.panynj.gov/DoingBusinessWith/contractors/html/other_info.html. Additionally, Proposers are encouraged to periodically access the Authority website at http://www.panynj.gov/DoingBusinessWith/contractors/html/current.php#prof_ad for RFP updates and addenda.

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

It is Authority policy that its contractors and vendors comply with the legal requirements of the States of New York and New Jersey. Your attention is therefore called to New York State’s requirements that certain contractors, affiliates, subcontractors and subcontractors’ affiliates register with the New York State Department of Taxation and Finance for the purpose of collection and remittance of sales and use taxes. Similarly, New Jersey requires business organizations to obtain appropriate Business Registration Certificates from the Division of Revenue of the State’s Department of the Treasury.

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

Should you have any questions, or to request access to information and/or materials referenced in Section V of Attachment A, that are not available on the Authority’s website, please contact Jessica L. Smith, Principal Contract Specialist, by email at JLSMITH@panynj.gov. All such emails must have “RFP# 44066” in the subject line. The Authority must receive all questions no later than 4:00 P.M., seven (7) calendar days before the RFP due date. Neither Ms. Smith nor any other employee of the Authority is authorized to interpret the provisions of this RFP or accompanying documents or give additional information as to their requirements. If interpretation or additional information is required, it will be communicated by written addendum issued by the undersigned and such writing shall form a part of this RFP, or the accompanying documents, as appropriate.

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

Proposers are advised, that while not currently anticipated, nothing herein shall preclude the Authority from determining at a subsequent point in time, that performance of the services contemplated hereunder may give rise to the existence of, or the appearance of, a conflict of interest, and thereby conclude that the firm(s) selected for performance of the subject services, are expressly precluded from participation in, or the performance of, other contracting opportunities concerning the JFK Cogeneration Plant. Your attention is directed to paragraph 32, of the attached Standard Agreement.

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

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

Sincerely,

David Gutiérrez, CPPO
Manager, Construction Procurements
Procurement Department

Attachments

ATTACHMENT A

PERFORMANCE OF EXPERT PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR JOHN F. KENNEDY INTERNATIONAL AIRPORT – COGENERATION PLANT AND CENTRAL HEATING AND REFRIGERATION PLANT CONDITION ASSESSMENT

I. BACKGROUND

For background with respect to The Port Authority of New York and New Jersey (the “Authority”) see www.panynj.gov. Additionally, the most recent electronic version of the Authority’s Annual Report is available at <http://www.panynj.gov/corporate-information/annual-reports.html>.

John F. Kennedy International Airport (JFK), which is operated by The Authority, is the busiest international air passenger gateway in the United States, handling more international traffic than any other airport in North America. In 2013, the airport handled over 50,000,000 passengers, making it the 19th-busiest airport in the world and sixth-busiest in the United States by passenger traffic. It is also the third-leading freight gateway to the country by value of shipments. The Kennedy International Airport Cogeneration (KIAC) Partnership, a subsidiary of Calpine Corporation, constructed and currently owns and operates the KIAC Facility. Commercial operation started in 1995. The current property lease, energy purchase agreement and other associated contracts will expire in 2020. The Authority must inform the KIAC Partnership by January 1, 2018 of its intentions regarding extending, replacing or terminating the current agreement. With this in mind, a condition assessment of the KIAC facility, alternatives evaluation as well as technical advisory services are required, in accordance with the Scope of Work and specific tasks stated hereinafter.

The KIAC Facility at JFK produces electricity, medium temperature hot water (MTHW) and chilled water (CHW) for the passenger terminal buildings located at the Central Terminal Area (CTA). The KIAC Facility delivers electricity to Con Edison at 138 kV who then delivers it to the CTA at lower voltage levels via its local distribution network. The KIAC Facility consists of the cogeneration plant, the central heating and refrigeration plant (CHRP) and the thermal distribution system (TDS). The KIAC cogeneration plant includes two gas turbine generators (42 MW each), two heat recovery steam generators and a steam turbine generator (26 MW). The CHRP, which also receives electricity from the cogeneration plant, consists of absorption chillers, electric centrifugal chillers, cooling towers, hot water generators, boilers, heat exchangers, pumps and motors used to distribute MTHW and CHW. The TDS consists of a MTHW loop and a 4-zone CHW distribution network that, together, convey the MTHW and CHW from the CHRP to the end-users at the CTA. The TDS delivers the hot water at a typical temperature of 250°F and pressure of 140 pounds per square inch gauge (psig) to prevent the water from flashing into steam. The TDS delivers the chilled water at a typical temperature of 45°F and pressure of 90 psig.

II. SCOPE OF WORK

The services of the Consultant shall include but not necessarily be limited to the following:

- A. Technical, engineering and architectural services to complete the condition assessment of cogeneration facility including CHRP and thermal distribution system;
- B. Alternatives evaluation to develop conceptual concepts of cogeneration, CHRP, and thermal distribution; and
- C. Technical advisory

The Consultant tasks shall be performed in three (3) phases: Phase I - Condition Assessment, Phase II - Alternatives Evaluation, and Phase III – As-Needed Technical Advisory. For all relevant tasks the Consultant shall comply with the Authority’s design standards and codes as listed in Section V. below. The Authority reserves the right to issue any portion of the tasks below.

Coordinate and work with stakeholders, both internal and external, including but not limited to KIAC Partnership, Calpine Corporation, Consolidated Edison, New York Power Authority, New York City Department of Environmental Protection, New York Independent System Operators, United States Environmental Protection Agency, Federal Energy Regulatory Commission, local and federal agencies, and other consultants. In addition, coordinate the Project elements with all other developments, current or future at JFK, to achieve a supportable assessment and cohesive alternatives evaluation. Work with Authority staff or other consultants as required to provide condition assessments, alternatives evaluation, assumptions and drawings to Authority in-house design staff in a timely manner. Under the direction of the Authority, integrate any Authority work product into all aspects of the overall deliverables.

All work performed by the Consultant shall comply with all applicable codes and ordinances, as well as with Authority standards, guidelines and requirements, and shall be subject to the Authority’s review and approval at any time. The Consultant shall incorporate Authority comments, into Phase I – Condition Assessment Report and/or Phase II – Alternatives Evaluation Report and/or Phase III as required.

The equipment and systems of the cogeneration plant, CHRP, TDS, electrical infrastructure, mechanical infrastructure and the building structures (within the property line of the KIAC Facility), the instrumentation and control equipment as well as all associated ancillary equipment, piping and power/wiring are the subject of this condition assessment. The Consultant shall be responsible for all disciplines including, but not limited to: mechanical, plumbing and fire protection, electrical, architectural, structural, environmental, and materials, unless otherwise noted. Exhibit A (List of Equipment and Systems Inventory), contains an inventory of the equipment/systems located at the cogeneration plant and the CHRP. These equipment and systems are considered “major” equipment and systems. Exhibit B, contains a site map with the property line of the KIAC Facility.

The objective of an assessment is to provide the Authority with a list of equipment and systems inventory and a supportable assessment of the current condition of the equipment and systems that comprise the KIAC facility, which will serve as a baseline for the future operator. It is not the intent of this assessment to determine the remaining service lives of the equipment and systems at the KIAC facility as most of the equipment is at or near the end of the standard useful lives. The determination of when and how each piece of equipment and system is to be rehabilitated, replaced or upgraded will be the responsibility of the future operator in fulfilling the contractual agreement with the Authority in supplying thermal and electrical energy to JFK. Exhibit C (Original Design capacities of KIAC Cogeneration Plant) contains original design capacities of thermal energy and electricity to be produced. The inventory shall consist of all the major equipment at the cogeneration facility (including CHRP) complete with the installation dates, original design performance capacities and design operating parameters, and the current operating capacities and parameters. Based on the operation, maintenance and repair records made available by Calpine for the last five (5) years, a condition assessment needs to be performed to provide operating condition of all the major equipment and note any deficiencies that require immediate repairs (1-2 years) and short-term (3-5 years) remediation to sustain the operation as required in supplying thermal and electrical energy to JFK. This assessment shall have minimal disruption to the operation of KIAC facility and its associated thermal distribution system, and destructive testing shall not be performed without written concurrence from Calpine and the Authority.

III. DESCRIPTION OF THE CONSULTANT'S TASKS

Tasks to be performed by the Consultant shall include but not be limited to:

PHASE I - CONDITION ASSESSMENT

TASK A. PROJECT SCHEDULE

The Phase I tasks are expected to be completed within six (6) months after Notice to Proceed and the final report is due on or about June 30, 2016.

- 1) Prepare a detailed schedule (Gantt chart) for performance of all tasks listed herein, within that timeframe. Said schedule shall comply with the schedule requirements presented in Section IV below, entitled "Schedule and Submissions", include milestones and interdependencies, and provide for meetings, presentations, submittals, document review and incorporation of Authority comments after submittals and presentations.
- 2) Submit a draft schedule to the Authority for review. Incorporate Authority comments and resubmit as Final.

TASK B. MEETINGS

Meetings will typically take place at the Authority's Engineering and Architectural Design offices located at 4 World Trade Center, New York, NY; JFK , Jamaica, NY; or at other locations within the Port District as required. The Consultant shall participate in all meetings with Authority staff and others as required, and comply with the following:

1. Schedule and attend an orientation meeting with Authority staff and others to assure a complete understanding of the status, goals, schedules, and objectives of the project.
2. At a minimum, the Consultant shall attend bi-weekly project update meetings until the completion of all Phase I work. Each meeting shall be estimated as four (4) hours in duration. Prepare and submit to the Authority the agenda for all meetings two (2) business days prior to the meetings.
3. Prior to inspections, meet with Authority staff to review Authority data relevant to the inspection
4. Submit to the Authority's Engineering Department the draft minutes of all meetings within three (3) business days after the meeting. Minutes shall clearly identify items requiring follow-up action. Incorporate Authority comments as directed and resubmit or distribute the minutes as required and as final, within five (5) business days of receipt of such comments. Implement follow-up actions as appropriate. As part of final meeting minutes, submit a record of follow-up items and actions taken.

TASK C. DOCUMENT REVIEW

- 1) Review all available documents, including but not limited to, those referenced herein as well as those to be provided to the Consultant during the performance of the requested services. Said documents shall be identified in a separate transmittal from the Project Manger to the Consultant as they are transmitted.
- 2) Perform a detailed review of documents previously completed for and in support of this KIAC Facility. Document your findings and requirements noted through the review.
- 3) Meet with Authority staff and others, as required, to discuss your findings.

TASK D. FIELD INSPECTION AND VERIFICATION

Using the referenced drawings and documents provided by the Authority for the basis of field inspection information, perform a field inspection of KIAC Facility. The Consultant's tasks shall include, but not necessarily be limited to:

1. General Requirements:
 - a. Coordinate all site visits through Authority staff. All visitors must have current Secure Worker Access Consortium (SWAC) clearance and identification prior to site visits.
 - b. Conduct field inspection(s) of areas, including but not necessarily limited to, within property line of KIAC Facility and of the thermal distribution system.
 - c. Visual inspection(s) shall include the documentation/description of any state of good repair needed and applicable code deficiencies.
 - d. Perform evaluation(s) (which includes visual inspection and review of documentation and available repair reports) to determine the condition of the existing equipment and systems in KIAC Facility and thermal distribution system from the plant to the terminal buildings. Evaluate metallurgical testing, including

but not limited to, wall thickness and corrosion testing on available pipe sections that were removed during repairs and are to be provided by KIAC.

- e. Verify field conditions including taking all appropriate field measurements. Photograph all major areas as needed to present the existing conditions.
- f. Submit copies of completed field findings on inspection reporting forms, which shall be provided by the Consultant and approved by the Authority, and meet with Authority staff to discuss those findings.
- g. Each inspection shall be coordinated with all relevant disciplines. All existing conditions shall be documented in the inspection forms.

2. Mechanical Requirements:

Perform visual inspections of:

- a. Cogeneration Plant systems and equipment including but not limited to:
 - 1) Heat Recovery Steam Generators
 - 2) GE LM 6000 Gas Turbines
 - 3) GE Steam Turbine/Generator and associated equipment
 - 4) Deaerator
 - 5) Blowdown Systems
 - 6) IP/LP/HP Boiler Feed Pumps
 - 7) Steam Turbine Condenser, Condensate Pumps, Air Ejector and Gland Seal Condenser
 - 8) Nox Water Pumps and Injection System
 - 9) Gas Compressor
 - 10) Make-up Water Tank and Pumps
 - 11) Chemical Injection System
 - 12) Steam Drums/Economizers
 - 13) Flash Tank
 - 14) Gas Fuel System
 - 15) Liquid Fuel System
 - 16) Compressed Air System
 - 17) Process Cooling Water and Circulating Water System
 - 18) Gas Turbine Intake Air System
 - 19) Duct Burner System
 - 20) Ammonia Injection System
 - 21) Combustion Turbine Ventilation and Combustion Air System

- 22) Combustion Turbine Lube Oil System
 - 23) Combustion Turbine Fuel System
 - 24) Steam and Condensate Distribution Piping System
 - 25) Automation, Instrumentation, PLC and DDC controls.
- b. Central Heating and Refrigerant Plant (CHRP) systems and equipment including but not limited to:
- 1) Cooling Towers
 - 2) Condenser Water Pumps
 - 3) Condenser Water Piping System
 - 4) Condenser Water Automation and Controls
 - 5) Condenser Water System Accessories
 - 6) Chillers
 - 7) Chilled Water Pumps
 - 8) Chilled Water Piping System internal to the plant
 - 9) Chilled Water Automation and Controls
 - 10) Chilled Water System Accessories
 - 11) Refrigerant Purge System
 - 12) Medium Temperature Hot Water (MTHW) Generators
 - 13) MTHW Pumps
 - 14) MTHW Water Piping System internal to the plant
 - 15) MTHW Controls
 - 16) MTHW Expansion Tank
 - 17) MTHW Make up Water System
 - 18) MTHW Generator Fuel Systems
 - 19) Steam to Hot Water Heat Exchangers
 - 20) Associated Chilled Water Accessories
 - 21) Automation, PLC and DDC controls
- c. Base Building HVAC Systems including but not limited to:
- 1) Base Building Air Conditioning System
 - 2) Base Building Ventilation System
 - 3) Base Building Automatic Temperature Control System
 - 4) Base Building Heating System

- d. MTHW Thermal Distribution System external to the plant including but not limited to:
 - 1) MTHW piping, supports, guides, anchors valves and accessories located within Valve Pit Manholes
 - 2) MTHW piping, pumps, supports, guides, anchors valves and accessories located within Terminal crawl spaces.
 - e. Chilled Water Distribution System external to the plant including but not limited to:
 - 1) Chilled Water piping, supports, guides, anchors valves and accessories located within Valve Pit Manholes.
 - 2) Chilled Water piping, pumps, supports, guides, anchors valves and accessories located within Terminal crawl spaces.
3. Plumbing and Fire Protection Requirements:
- Perform visual inspections of:
- a. Domestic water (cold water, hot water, and hot water return), storm, sanitary/vent and industrial waste systems including but not limited to water meters, oil water separators, waste water meters, pumping stations, sump pumps, pumps with controls, hot water heaters, shower and eye wash stations, associated piping, valves, insulation, identification, painting, supports, and appurtenances.
 - b. Natural gas system including but not limited to gas meters, sub meters, gas boosters, associated piping, valves, insulation, identification, painting, seismic supports, and appurtenances.
 - c. Backflow prevention devices including but not limited to associated piping, valves, insulation, identification, painting, supports, and appurtenances.
 - d. Fire protection systems including but not limited to wet sprinkler, dry sprinkler, CO2 and extinguishing tanks, hydrants, fire extinguishers, associated piping, valves, insulation, identification, painting, seismic supports, and appurtenances.
4. Electrical Requirements:
- a. Perform visual inspections of:
 - 1) Electrical Systems in the facility, which include but are not limited to the following systems:
 - a) 138kV transmission system
 - b) Step up transformers (13.8/138kV)
 - c) High voltage system (13.8/4kV)
 - d) Instrumentation and control systems
 - e) Low voltage systems (480/240/120V)
 - f) DC distribution System

- g) UPS system
- h) Fire Alarm system
- i) Cathodic Protection system
- j) Grounding system
- k) Lightning protection system
- l) Emergency power system
- m) Indoor and outdoor Lighting System
- n) Motor control system

Inspection of the systems shall also include associated raceways, feeders, control wiring, and note any state of good repair needed and applicable code deficiencies.

- 2) Normal and emergency lighting system(s) and lighting controls, and note any state of good repair needed as well as applicable code deficiencies.
- 3) Fire alarm system for the condition of the components and wiring, and note any state of good repair needed as well as applicable code deficiencies.
- b. The Consultant shall perform inspection of all electrical equipment associated with 13.8/138kV and low voltage distribution system and summarize findings in a report to be presented to the Authority.
- c. The Consultant shall utilize existing single line diagrams as well as architectural layouts to identify all electrical equipment and shall note a state of good repair.

5. Architectural Requirements:

Perform visual inspections of:

- a. Architectural finishes and fixtures in the Cogeneration Plant and CHRP, including but not limited to, interior walls, flooring, ceilings, fascias, soffits, windows, curtain walls, stairways, and note any repairs needed as well as applicable code deficiencies.
- b. Facility Operations and Maintenance Spaces in the Cogeneration Plant and CHRP, including but not limited to mechanical rooms, loading docks, facility offices, walls, flooring, ceiling, doors(overhead and swing), access panels, frames, hardware, walkways, stairs, ramps, and note any repairs needed as well as applicable code deficiencies.
- c. Architectural exterior building components in the Cogeneration Plant and CHRP, including, but not limited to exterior masonry walls, metal panels, cladding, column enclosures, windows, louvers, doors, frames and hardware, curtain wall system, sidewalks, ramps, stairs, roofing, flashing, and copings, and note any state of good repair needed as well as applicable code deficiencies.
- d. Architectural Way-finding Signage at the Cogeneration Plant and CHRP interior and exterior, including, but not limited to illuminated, non-illuminated signage and note any repairs needed as well as applicable code deficiencies.

6. Structural Requirements:

Perform visual inspections of:

- a. Building components, including but not limited to: structural steel framing (beams, columns, trusses, roof joists, bracing, etc.), masonry bearing walls, structural connections, slab-on-grade floors and note any state of good repair needed as well as applicable code deficiencies.
- b. Structural supports for all major equipment/systems and note any state of good repair needed as well as applicable code deficiencies.

7. Environmental Requirements:

a. Perform visual inspections of:

- 1) Chemical storage systems, including storage tanks (both underground and above ground) and oil water separators, and note any state of good repair needed as well as applicable code deficiencies.
- 2) Universal waste handling systems, and note any state of good repair needed as well as applicable code deficiencies.
- 3) Documentation and visual inspection of the facility components to determine the presence and condition of asbestos-containing materials (ACM) and note any state of good repair needed.

- b. Perform review of KIAC's Environmental Permits and Reports such as: State Pollutant Discharge Elimination System (SPDES), Discharge Monitoring Reports (DMRs), Contact Cooling Water Discharge Reports and any other Emissions Permits required, list them and note any applicable regulatory deficiencies.

8. Materials Requirements:

The Materials Engineering Unit (MEU) of the Authority's Engineering Department will perform metallurgical testing, including but not limited to, wall thickness and corrosion testing on available pipe sections. Coordinate with MED regarding the delivery of available pipe sections that were removed during repairs for metallurgical testing, including but not limited to, wall thickness and corrosion testing. Evaluate and utilize the test reports for the overall thermal distribution system assessment.

TASK E. CONDITION ASSESSMENT REPORT

Based upon the work performed in the preceding tasks, prepare a 50% Report, a 100% Report and a Final Condition Assessment Report, documenting all findings including state of good repair needed and code deficiencies in performance of previous tasks. For report format requirements, see Exhibit F entitled "Report Format Requirements".

1. General:

- a. The report shall include an Executive Summary, Individual Equipment and Systems sections, Appendices section, and Order of magnitude cost estimates. (For the purpose of the Consultant's services hereunder, cost estimates shall be based on the present value). Each section shall be divided into subsections specific to each discipline.

- b. Coordinate the report with the Authority and its disciplines.
- c. Develop a list of equipment and systems inventory.
- d. Develop a condition assessment database based on visual inspections, reviews and analyses of available design drawings, operation and maintenance records.
- e. Review operation, maintenance and repair records of each piece of major equipment and each system. The records to be reviewed and analyzed shall include but not be limited to:
 - 1) Calpine Monthly Operation Reports
 - 2) Calpine “Plant Dashboard” Reports
 - 3) Port Authority Facility Condition Survey Program Reports
 - 4) Maintenance and Repair Records and Reports on all major equipment
 - 5) Schematic Diagrams of all major systems
 - 6) Water and Chemical Treatment Reports
 - 7) State Pollutant Discharge Elimination System (SPDES) and other Emissions Permit Applications and Reports
 - 8) Thermal Distribution System Repair Reports
- f. Record current operating parameters, including but not limited to, parameters related to heating, cooling and electricity generation, capacity of each piece of major equipment and system, and note any deficiencies from the original design or nameplate operating parameters and capacity. Readings of operating parameters shall be performed with existing instrumentations, meters and control systems without interrupting the existing plant operation. Coordinate with KIAC’s operating schedule to obtain full “summer” load, full “winter” load, and 50% load readings.
- g. Compare current operating parameters and capacity with the original design parameter(s) and capacity to assess the condition of each piece of major equipment.
- h. Evaluate previous condition assessment and equipment test reports included in Exhibit D (Condition Assessment Reports) and Exhibit E (Equipment Test Reports), and provide the status of any recommendations made in those previous assessments and test reports to determine condition of equipment and systems.
- i. Perform energy performance assessment of Cogeneration Systems, overall plant performance, gas turbines performance, steam turbine performance, heat recovery steam generators performance.
- j. Include narratives with photos showing current conditions of major equipment and systems.
- k. Provide a detailed written report on the current condition of the cogeneration plant and the CHRP as a whole as well as each piece of major equipment and system individually. Provide order-of-magnitude cost estimates for the replacement of

all the equipment of equivalent capacity in supplying thermal and electrical energy to JFK as per original design capacities.

1. Provide a summary of all assumptions and criteria to be used by the Consultant as a basis for the condition assessment.
2. Mechanical and Plumbing and Fire Protection
 - a. Provide condition of mechanical and plumbing/fire protection equipment and systems.
 - b. Provide condition assessment databases based on visual inspections, reviews and analyses of available design drawings, operation and maintenance records.
3. Electrical Requirements:
 - a. Provide a list of electrical equipment and systems inventory.
 - b. Provide an electrical condition assessment database based on visual inspections, reviews and analyses of available design drawings, operation and maintenance records.
 - c. Conduct and provide a review of the operation, maintenance and repair records of each piece of major electrical equipment and each system. The records to be reviewed and analyzed shall include but not limited to the following:
 - 1) Power breakers maintenance report
 - 2) Overcurrent protection relay maintenance and testing report
 - 3) Generator system testing and inspection report
 - 4) Fire alarm system testing and inspection report
4. Architectural Requirements:
 - a. Provide an architectural condition assessment database based on visual inspections, reviews and analyses of available design drawings, operation and maintenance records.
 - b. Review Port Authority Facility Condition Survey Program reports and repair records on all major architectural components.
 - c. Provide the condition of all major architectural components.
 - d. Document the condition assessment findings with photographs and include them in the condition assessment database or reference them as an appendix.
 - e. Provide a detailed written report with assessment for all major architectural components and order-of-magnitude cost estimates as stated under “General” paragraph of this task.
5. Structural Requirements:
 - a. Provide a structural condition assessment based on visual inspections, reviews and analyses of available design drawings, operation and maintenance records.

- b. Review Port Authority Facility Condition Survey Program reports and repair records on all major structural components.
 - c. Provide condition assessment of all major structural components.
 - d. Include narratives with photos and/or sketches showing current conditions of all major structural components.
 - e. Provide a detailed written report with assessment for all major structural components and order-of-magnitude cost estimates as stated under “General” paragraph of this task.
6. Environmental Requirements:
- a. Provide an environmental condition assessment database based on visual inspections, reviews and analyses of available design drawings, operation and maintenance records, asbestos management plan and environmental permits.
 - b. Include narratives with photos showing current conditions.
 - c. Provide a detailed written report with assessment and order-of-magnitude cost estimates as stated under “General” paragraph of this task.
7. PowerPoint Presentation
- Prepare a detailed and comprehensive PowerPoint presentation with Authority staff and others on “Condition Assessment Report” for Authority viewing

TASK F. COST ESTIMATE

Prepare an Order-of-Magnitude Construction Cost Estimate based on final “Condition Assessment Report” and in accordance with the Authority's "General Estimating Guide”, using the Authority’s Estimating Worksheet, copies of which are available from the Project Manager. The cost estimate will be based on the present value.

PHASE II. ALTERNATIVES EVALUATION

TASK G. PROJECT SCHEDULE

The Phase II tasks are expected to begin in the third quarter of 2016 and be completed by end of fourth quarter of 2016. Prepare a schedule for performance of all tasks listed herein for Phase II within that timeframe.

TASK H. MEETINGS

Meetings for Phase II tasks shall be conducted in accordance with requirements as requested under Phase I.

TASK I. DOCUMENT REVIEW

Review all available documents and perform task in accordance with requirements as requested under Phase I.

TASK J. FIELD INSPECTION AND TESTING

1. In addition to the general requirements as requested under Phase I, the Consultant's tasks shall include, but not be limited to: Evaluate and identify best test methods (such as ultrasonic testing, external acoustic velocity wall thickness measurements, statistical studies, magnetic flux, electromagnetic testing, or any combinations of testing) to determine piping condition and any potential points of failure in the distribution piping, such as percentage of wall thickness, erosion, corrosion, and stress corrosion conditions with minimal disruption to heating and cooling services to the terminal buildings. Perform stress analysis of MTHW distribution piping.
2. Perform inspection and non-destructive testing of MTHW Thermal Distribution System from the plant to the terminal buildings including but not limited to:
 - a. MTHW piping, supports, guides, anchors valves and accessories located within Valve Pit Manholes.
 - b. MTHW piping, pumps, supports, guides, anchors valves and accessories located within Terminal crawl spaces.
3. Perform inspection and non-destructive testing of Chilled Water Thermal Distribution System from the plant to the terminal buildings including but not limited to:
 - a. Chilled Water piping, supports, guides, anchors valves and accessories located within Valve Pit Manholes.
 - b. Chilled Water piping, pumps, supports, guides, anchors valves and accessories located within Terminal crawl spaces.
4. Perform inspection of cathodic protection system and leak detection system.
5. While performing inspection and non-destructive testing of the medium temperature hot water and the chilled water underground distribution piping systems, visually inspect the insulation to determine presence of ACM, unless the absence of ACM can be confirmed by review of existing documentation.

TASK K. ALTERNATIVES EVALUATION

The Consultant's tasks shall include, but not be limited to the following:

1. Perform stress analysis of MTHW distribution piping.
2. Identify any deficiencies that require immediate repairs (1-2 years) and short-term remediation (3-5 years) of mechanical, plumbing and fire protection, and electrical equipment and systems as well as structural, architectural and environmental components to sustain the operation as required under the current KIAC agreement.
3. Evaluate alternatives of mechanical and electrical equipment and systems of cogeneration plant and CHRP to enable delivery of thermal energy (cooling and heating) and electrical energy with redundancy, reliability, efficiency and resiliency, which are in line with current Authority and industry standards. Alternatives shall include not less than three (3) options and order-of-magnitude cost estimates for each option. Alternatives may include but not be limited to rehabilitation, replacement,

replacement with multiple distributed generation systems integrated via microgrids, or rehabilitation with direct electrical connection to airport grid.

TASK L. ALTERNATIVES EVALUATION REPORT

Based upon the work performed in the preceding tasks, the Consultant shall prepare a 50% Report, a 100% Report and a Final Alternatives Evaluation Report, documenting findings in during the performance of tasks G through K. (Additional requirements for preparation of these reports are as provided in Exhibit F).

The report shall include, but not be limited to:

1. General:

- a. The report shall include an Executive Summary, thermal distribution system testing and evaluation, MTHW distribution piping stress evaluation, mechanical alternatives evaluation, electrical alternatives evaluation, order-of-magnitude cost estimates for each alternative evaluated, and appendices. Cost estimates shall be based on the present value.
- b. Coordinate the report with the Authority and its disciplines.
- c. Tabulate and provide for each discipline (mechanical, plumbing and fire-protection, electrical, architectural, structural, environmental), as appropriate, any deficiencies that require immediate repairs (1-2 years) and short-term remediation (3-5 years) to sustain the operation as required under the current KIAC agreement. Provide order-of-magnitude cost estimates for immediate repairs and short-term remediation.

2. Mechanical:

Provide alternatives evaluation of mechanical equipment and systems of the cogeneration plant and the CHRP with order-of-magnitude cost estimates for each option evaluated.

3. Electrical:

Provide alternatives evaluation of electrical equipment and systems of the cogeneration plant and the CHRP with order-of-magnitude cost estimates for each option evaluated.

4. Architectural:

Provide tabulation for any deficiencies that require immediate repairs (1-2 years) and short-term remediation (3-5 years) of roofs, parapet, coping, flashing, windows / curtain wall, exterior façade, interior walls and partitions, ceiling, floor finishes, fixtures and appliances and other architectural building components with order-of-magnitude cost estimates for each deficiency identified.

5. PowerPoint Presentation:

Prepare a detailed and comprehensive PowerPoint presentation on “Alternatives Evaluation” for Authority viewing.

TASK M. COST ESTIMATE

Prepare an Order of Magnitude Construction Cost Estimate based on final “Alternatives Evaluation Report” and in accordance with the Authority's "General Estimating Guide.” Use the Authority’s Estimating Worksheet, copies of which are available from the Project Manager. The cost estimate shall be based on the present value.

PHASE III - TECHNICAL ADVISORY AS NEEDED SERVICES

Phase III service may begin in the third quarter of 2016 for a duration of fifty-four (54) months and shall be performed on an as-needed basis. Tasks may include, but are not limited to assisting the Authority with:

- A. Development of a Request for Expression of Interest, Request for Qualifications and/or Request for Proposals (RFI/RFQ/RFP) to solicit new operator;
- B. Preparing responses to RFI/RFQ/RFP;
- C. Evaluating the proposed alternatives submitted by prospective new operators and providing technical advisory services regarding the equipment and systems proposed for the cogeneration plant, CHRP and thermal distribution;
- D. Assist the Authority in negotiations with the prospective operators;
- E. Reviewing the successful Operator design documents and providing comments.
- F. Provide the Authority technical support during KIAC redevelopment.

IV. SCHEDULE AND SUBMISSIONS

Submit the work identified above for review by the Authority’s Chief Engineer within the number of calendar days stipulated below after receiving the NTP from the Authority or providing the executed Agreement, as appropriate. The Authority may adjust the schedule, as needed. The Consultant shall make all submittals in both hardcopy and electronic format on Livelink and CD. A Livelink Project website will be established for authorized users to exchange and distribute documents electronically.

PHASE I

- A. A project kick-off meeting shall be scheduled and held within three (3) days after NTP. The Contents of Deliverables will be determined by the Authority’s Information Security Officer to be Unmarked, Confidential, or Confidential and Privileged prior to any deliverables. Each category shall be handled according to The Authority’s Information Security Handbook.
- B. Submit a Project Schedule (Execution Plan) for how information will be reviewed and coordinated, and to identify roles and responsibilities of the project within fourteen (14) calendar days of project kick-off meeting.
- C. Document Review of the Project within twenty-eight (28) calendar days of project kick-off meeting.
- D. Submit five (5) sets of Field Inspection forms within thirty-six (36) calendar days of project kick-off meeting. Authority comments will be forwarded to you after receipt

of said submission. Incorporate Authority’s comments as appropriate, and submit final forms within five (5) calendar days after receipt of comments.

- E. Submit thirty (30) 11x17 sets of collated and bounded reports and one electronic copy of 50% complete Condition Assessment Report within 125 calendar days of project kick-off meeting. Authority comments will be forwarded to you after receipt of said submission. Annotate responses to each comment within fourteen (14) calendar days after receipt of comments.
- F. Submit thirty (30) 11x17-size sets of collated and bounded reports and one (1) electronic copy of 100% complete Condition Assessment Report within 180 calendar days of project kick-off meeting. Authority comments will be forwarded to you after receipt of said submission. Annotate responses to each comment within fourteen (14) calendar days after receipt of comments.
- G. Submit thirty (30) 11x17 size sets of collated and bounded final reports and one (1) electronic copy of complete Final Condition Assessment Report within two hundred twenty (220) calendar days of project kick-off meeting.

PHASE II

- A. The Contents of Deliverables shall be handled according to The Authority’s Information Security Handbook.
- B. Submit a Phase II Project Schedule (Execution Plan) for how information will be reviewed and coordinated, and identify roles and responsibilities of the project within fourteen (14) calendar days after authorized to proceed with Phase II tasks.
- C. Submit thirty (30) 11x17 sets of collated and bounded reports and one (1) electronic copy of 50% complete Alternatives Evaluation Report with preliminary order-of-magnitude cost estimates for each alternative within sixty-five (65) calendar days after authorized to proceed with Phase II tasks. Authority comments will be forwarded to you after receipt of said submission. Annotate responses to each comment within fourteen (14) calendar days after receipt of comments.
- D. Submit thirty (30) 11x17-size sets of collated and bounded reports and one (1) electronic copy of 100% complete Alternatives Evaluation Report with order-of-magnitude cost estimates for each alternative within one hundred ten (110) calendar days after authorized to proceed with Phase II tasks. Authority comments will be forwarded to you after receipt of said submission. Annotate responses to each comment within fourteen (14) calendar days after receipt of comments.
- E. Submit thirty (30) 11x17-size sets of collated and bounded reports and one (1) electronic copy of complete Final Alternatives Evaluation Report within one hundred fifty-five (155) calendar days after authorized to proceed with Phase II tasks.

SUBMISSIONS SCHEDULE:

PHASE I SUBMISSIONS	CALENDER DAYS
1. Project Kick-off	3 days after receipt of executed Agreement

2. Project Schedule/Execution Plan	14 days from Kick-Off
3. Documents Review	28 days from Kick-Off
4. Field Inspection Form	36 days from Kick-Off
5. 50% Submission of Condition Assessment Report	125 days from Kick-Off
6. Review Comments provided	14 days
7. 100% Submission of Condition Assessment Report	180 days from Kick-Off
8. Review Comments provided	14 days
9. Final Submission of Condition Assessment Report	220 days from Kick-Off
PHASE II SUBMISSIONS	
1. Project Schedule/Execution Plan	14 days after authorized to proceed with Phase II
2. 50% Submission of Alternative Evaluation Report	65 days after authorized to proceed with Phase II
3. Review Comments provided	14 days
4. 100% Submission of Alternative Evaluation Report	110 days after authorized to proceed with Phase II
5. Review Comments provided	14 days
6. Final Submission of Alternative Evaluation Report	155 days after authorized to proceed with Phase II

PHASE III

Phase III tasks will be issued on an as-needed basis. Schedule and submission depend on the task requested.

V. AUTHORITY DESIGN STANDARDS AND CODES

Except as otherwise noted herein, the Consultant’s work shall comply with all applicable codes and standards that would be in place if the Authority were a private corporation, as well as with the latest Authority standards and guidelines, available upon request to the Consultant, which shall include but not be limited to the following:

- A. The Port Authority of New York and New Jersey Standards and Guidelines, including but not limited to:
 - 1. Engineering Department Design Guidelines
 - 2. Engineering Climate Resilience Design Guidelines
 - 3. Engineering Department Standard Specifications
 - 4. Aviation Department Signing and Wayfinding Airport Standards Manual

5. Engineering Department's Engineering/Architecture Design Division CAD/BIM Standards (www.panynj-cadstandards.com)
6. Engineering Department Engineering/Architectural Design Division Civil Engineering Standard Details and Civil Engineering Design Guidelines
7. Engineering Department Traffic Engineering Standards, Details, and Graphic Standards
8. Engineering Department Engineering/Architecture Design Division Electrical Engineering Standard Details and Electrical Design Guidelines
9. PANYNJ Sustainable Building Guidelines (8/2007) and PANYNJ Sustainable Infrastructure Guidelines (3/28/11)
10. Port Authority Interim Design Criteria for Adaptation to Climate Change
11. "Aviation Landscape and Sustainable Design Criteria", Port Authority Engineering Architectural Design Landscape Staff, March 17, 2010
12. Standards for Hung Ceiling Support
13. Engineering Department's Project Delivery Manual (2013)
14. Tenant Construction Review Manual (2008)
15. Construction Estimating Guide (2010)
16. Standards & Guidelines of Authority Technology
17. Design Basis Threat Analysis provided by the Authority
18. Facility Mapping Specifications
19. Central Survey Manual
20. Engineering Department Engineering/Architectural Design Division Quality Control Plan - EAD
21. Submittal Management System Manual
22. Energy Response Guideline
23. Security Manual (2009)
24. Requirements for Cranes and Derricks and Airport Operations and Conditions
25. "Standards & Guidelines for Port Authority Technology," version 8.3, dated August 30, 2011
26. Technology Services Department (TSD) standards
27. Authority CCTV Standards – Authority Technology Services Department (2011)
28. Authority Corporate Graphic Standards (2010)

29. Guidelines for Condition Surveys

30. Managing the Use of Professional Services Manual

- B. American National Standards Institute (ANSI)
- C. Institute of Electrical and Electronics Engineers (IEEE)
- D. National Electrical Manufacturers Association (NEMA)
- E. American Society of Heating, Refrigeration Air-Conditioning Engineers (ASHRAE), Standard 90.1 - Latest Edition and Standard 62.1 - Latest Edition
- F. Sheet Metal and Air Conditioning Contractors' National Association (SMACNA), 2005 HVAC Duct Construction Standards—Metal and Flexible
- G. American Society for Testing and Materials (ASTM)
- H. American Society of Civil Engineers (ASCE) Minimum Design Loads for Buildings and Other Structures (www.ascelibrary.aip.org)
- I. American Institute of Steel Construction (AISC) - relevant standards and guidelines (www.aisc.org), including but not limited to:
Specifications for Structural Steel Buildings, Latest Edition
- J. Air Movement and Control Association (AMCA)
- K. Associated air Balancing bureau (NEBB) standards
- L. Air Conditioning and Refrigeration Institute (ARI)
- M. Underwriters Laboratories (UL)
- N. American Welding Society (AWS) (www.aws.org)
- O. Federal Communications Commission (FCC)
- P. 2011 New York City Electric Code
- Q. 2014 New York City Building Code, with all amendments
- R. 2014 New York City Mechanical Code, with all amendments
- S. 2014 New York City Fire Code
- T. 2014 New York City Construction Code with all amendments
- U. New York City Energy Conservation Code
- V. New York City Local Laws
- W. Section 608 of the Federal Clean Air ACT of 1990
- X. American Society of Mechanical Engineers (ASME)
- Y. International Code Council (ICC)
- Z. International Society of Automation (ISA)
- AA. International Standards Organization (ISO)
- BB. Compressed Air and Gas Institute (CAGI) PNEUR

- CC. OP Test Code
- DD. 29 CFR: Occupational Safety and Health Act (OSHA) Part 1910, General Industry Safety and Health Regulations.
- EE. Field Reference Manual - Standard Specification for Structural Concrete, ACI 301-08 and Specification for Curing Concrete, ACI 308.1 with selected ACI and ASTM references, ACI field reference manual SP-15(08).
- FF. AISC Manual of Steel Construction, Load & Resistance factor Design, Latest Edition
- GG. AISC Manual of Steel Construction, Allowable Stress Design, Latest Edition
- HH. 40 CFR Part 273 – Standards for Universal Waste Management
- II. 40 CFR Parts 260-272 – Solid Wastes Regulations
- JJ. National Ambient Air Quality Standards (40 CFR 50)
- KK. Department of Public Health
- LL. Department of Environmental Protection (DEP)
- MM. Occupational Safety and Health Administration (OSHA) - relevant standards and guidelines including but not limited to: 29 CFR (Code of Federal Regulations) Part 1926.1101, U.S. OSHA – Asbestos Standard for the Construction Industry (www.osha.gov)
- NN. Part 56 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York: (12 NYCRR, Part 56) - Industrial Code Rule 56 ASBESTOS.
- OO. 29 CFR 1926.62 Lead
- PP. National Institute for Occupational Safety & Health (NIOSH) Guidelines (www.cdc.gov)
- QQ. Plumbing and Drainage Institute (PDI)
- RR. NYC Plumbing Code 2014
- SS. NFPA 70E – Standard for Electrical Safety in the Workplace
- TT. NFPA 72 – National Fire Alarm and Signaling Code
- UU. NFPA 780 – Standard for the installation of Lightning Protection System
- VV. NFPA 101 - Life Safety Code
- WW. NFPA 90A - Standard for the installation of air Conditioning and Ventilation Systems
- XX. NFPA 415 - Airport Terminal Buildings, Fueling Ramp Drainage, and Loading Walkways 2008 Edition
- YY. NFPA 130 – Standard for Fixed Guideway Transit and Passenger Rail Systems

ZZ. Federal Aviation Administration (FAA) - relevant standards and guidelines, including but not limited to:

1. Advisory Circular No. FAA AC 150/5300-13 - entitled “Airport Design”
2. Advisory Circular No. 150/5200-33B, entitled “Hazardous Wildlife Attractants On or Near Airports”, dated 8/28/2007.
3. Advisory Circular No. FAA AC 150/5320-6E, entitled “Airport Pavement Design and Evaluation”.
4. Advisory Circular No. FAA AC 150/5340-1J, entitled “Standards for Airport Markings”

AAA. Federal Communications Commission (FCC)

BBB. National Electric Safety Code (NESC)

CCC. US Green Building Council (USGBC) Leadership in Energy & Environmental Design (LEED) green building rating system (www.usgbc.org)

DDD. The Americans with Disabilities Act ICC/ANSI A117.1-2003 (www.ada.gov)

EEE. Electronic Industries Association (EIA)

FFF. Insulated Cable Engineers Association (ICEA)

GGG. Accessibility Guidelines for Buildings and Facilities (ADAAG)

HHH. Utility Company’s/Owner’s standards and requirements. (Private Utility Companies that are expected to be impacted include, but are not limited to, Con Ed and Verizon)

III. Requirements for the removal of paint coatings containing lead and other toxic metals, in accordance with SSPC guidelines, Local, State, and Federal regulations (www.sspc.org)

JJJ. National Associate of Corrosion Engineers (NACE)

KKK. Illuminating Engineering Society of North America (IESNA)

LLL. Environmental Protection Agency-Code of Federal Regulations-(www.epa.gov/) relevant standards and guidelines, including but not limited to:

1. Spill Prevention Control and Countermeasure Plans (40 CFR part112)
2. Technical Standards and Corrective Action Requirements for Owners and Operators of Underground Storage Tanks (UST) (40 CFR Part 280).

MMM. Latest Recommended Security Guidelines for Airport Planning, Design and Construction, TSA Revised May 2011

NNN. Latest Airport Technical Design Standards Passenger Processing Facilities, US Department of Homeland Security, US Custom and Border Protection August, 2006

OOO. American Concrete Institute (ACI) Building Code Requirements for Structural Concrete and Commentary (ACI 318), Latest Edition

PPP. American Concrete Institute (ACI) Building Code Requirements and Specification for Masonry Structures and Companion Commentaries (ACI 530), Latest Edition

VI. INFORMATION AND MATERIALS PROVIDED BY THE AUTHORITY

The Authority will make available for the Consultant the documents specified below upon submission, by the Consultant, of a signed Non-Disclosure Agreement. The provided information shall not be reproduced for other purposes, discarded in public trash receptacles, posted on unauthorized public portals such as websites and internet sites, or distributed to others without written approval of the Authority. Once the provided documents are no longer needed, the recipient shall make every effort to ensure appropriate disposal of the protected information, as outlined in the Port Authority Information Security Handbook (<http://www.panynj.gov/business-opportunities/pdf/Corporate-Information-Security-Handbook.pdf>) and return a Notification of Document Destruction to the Authority ([Attachment E](#)). The documents specified under A and B below were not prepared for the purpose of providing information for the Consultant upon the present work but they were prepared for other purposes, and do not form a part of this Agreement. The Authority makes no representation or guarantee as to, and shall not be responsible for, their accuracy, completeness or pertinence, and, in addition, shall not be responsible for the conclusions to be drawn therefrom. They are made available to the Consultant merely for the purpose of providing information in the possession of the Authority, whether or not such information may be accurate, complete or pertinent, or of any value to the Consultant.

The Authority will make additional documents available to the Consultant subsequent to award of this Agreement. Said documents shall be identified in a separate transmittal from the Project Manager to the Consultant at that time.

A. EXHIBITS

1. [Exhibit A: List of Equipment and Systems Inventory](#)
2. [Exhibit B: Site Map](#)
3. [Exhibit C: Original Design capacities of KIAC Cogeneration Plant](#)
4. [Exhibit D: Condition Assessment Reports provided by KIAC](#)
5. [Exhibit E: Equipment Test Reports provided by KIAC](#)
6. [Exhibit F: Report Format Requirements](#)

B. REFERENCE DOCUMENTS

1. KIAC Cogeneration Drawing Index (Attached with Drawings)
2. KIAC Drawing Index
3. JFK Thermal Distribution System Schematic (JFK-TDS-001)
4. KIAC List of Equipment
5. Port Authority Facility Condition Survey Program - John F. Kennedy International Airport, Buildings 49, 63, and 66 (May 2010)
6. Port Authority Facility Condition Survey Program - John F. Kennedy International Airport, Building 49 (February 2000)

VII. CONDITIONS AND PRECAUTIONS

A. General

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

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

B. Work Areas

Limit inspection work to the areas necessary for the performance of such inspection and do not interfere with the operation of the facility without first obtaining specific approval from the Authority.

During all periods of time when not performing operations at the work site, store all equipment being used for the inspection in areas designated by the Authority and provide all security required for such equipment.

Do not permit any objects or pieces of equipment to lie unattended on roof, sidewalks, roadways or structures at any time.

C. Work Hours

Perform inspection work at the KIAC Facility and thermal distribution system sites between the hours of 8:00 A.M. and 4:00 P.M., Monday through Friday, unless otherwise directed by the Authority.

In any case, no work shall be performed at the site on a legal holiday of either the State of New York or the State of New Jersey.

D. Field Services

The Consultant performing field inspection and testing services hereunder shall, at a minimum:

1. have SWAC clearance;
2. have up-to-date training in roofing safety and shall apply and utilize their own Personal Protective Equipment (PPE)
3. wear safety shoes, hardhat, safety glasses and a reflective vest.

JFK personnel will escort the Consultant in the performance of field services requested.

VIII. COMMERCIAL GENERAL LIABILITY INSURANCE AND WORKERS' COMPENSATION INSURANCE PROCURED BY CONSULTANT

A. Commercial Liability Insurance:

1. The Consultant shall take out and maintain at his own expense Commercial General Liability Insurance including but not limited to Premises-Operations, Completed Operations and Independent Contractor coverages in limits of not less than \$10,000,000 combined single limit per occurrence for Bodily Injury Liability and Property Damage Liability. And if vehicles are to be used to carry out the

performance of this contract, then the Consultant shall also take out, maintain and pay the premiums on Automobile Liability Insurance covering all owned, non-owned and hired autos in not less than \$10,000,000 combined single limit per accident for bodily injury and property damage. Any/all activities performed airside must, at all times, be performed while under escort as approved in advance, and in writing by the Project Manager. If at any time, the Consultant is directed to perform services airside in the absence of an approved escort, the Commercial General Liability Insurance and Automobile Liability Insurance provided by the Consultant must contain limits of not less than \$25,000,000 combined single limit per occurrence as provided in item 2) (a) below. In addition, the liability policies (other than Professional Liability) shall include the "Port Authority of NY & NJ and its wholly owned entities" as additional insured and shall contain an endorsement that the policies may not be canceled, terminated or modified without thirty (30) days written advance notice to the Project Manager as noted below. Moreover, the Commercial General Liability policy shall not contain any provisions (other than a Professional Liability exclusion, if any) for exclusions from liability other than provisions or exclusions from liability forming part of the most up to date ISO form or its equivalent, unendorsed Commercial General Liability Policy. The liability policy(ies) and certificate of insurance shall contain cross-liability language providing severability of interests so that coverage will respond as if separate policies were in force for each insured. Furthermore, the Contractor's insurance shall be primary insurance as respects to the above additional insured(s), its representatives, officials, and employees. Any insurance or self-insurance maintained by the above additional insured(s) shall not contribute to any loss or claim. These insurance requirements shall be in effect for the duration of the contract to include any warrantee/guarantee period.

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

2. Additional Coverages: The Consultant shall have the policy endorsed when required by the Engineer for specific services hereunder and include the additional premium cost thereof as an out-of-pocket expense:
 - a. If the services of the Consultant, as directed by the Authority, require the performance of services airside, the Commercial General Liability and Automobile Liability coverage limits stipulated in subparagraph 1, above, shall be increased to an amount not less than \$25,000,000 per occurrence as provided herein.
 - b. Endorsement to eliminate any exclusions applying to the underground property, explosion and collapse hazards

- c. Endorsement to eliminate any exclusions on account of ownership, maintenance, operation, use, loading or unloading of watercraft

B. Workers' Compensation Insurance:

1. The Consultant shall take out and maintain Workers' Compensation Insurance in accordance with the requirements of law and Employer's Liability Insurance with limits of not less than \$1,000,000 each accident. A waiver of subrogation in favor of the Authority and its wholly owned entities, as allowed by law, shall be included.
2. Additional Coverages: The Consultant shall have the policy endorsed when required by the Engineer for specific services hereunder and include the additional premium cost thereof as an out-of-pocket expense:
 - a. United States Longshoremen's and Harbor Workers' Compensation Act Endorsement
 - b. Coverage B Endorsement - Maritime (Masters or Members of the Crew of Vessels), in limits of not less than \$1,000,000 per occurrence
 - c. Amendments to Coverage B, Federal Employers' Liability Act in limits of not less than \$1,000,000 per occurrence

C. Professional Liability Insurance:

Not less than \$10 million each occurrence, covering acts, errors, mistakes, and omissions arising out of the work or services performed by Consultant, or any person employed by Consultant. All endorsements and exclusions shall be evidenced on the certificate of insurance. The coverage shall be written on an occurrence form or may be written on a claims-made basis with a minimum of a three-year reporting/discovery period.

D. Compliance:

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

1. Renewal certificates of insurance or policies shall be delivered to the Facility Contractor Administrator, Authority at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Management must approve the renewal certificate(s) of insurance before work can resume on the facility. If at any time any of the certificates or policies shall become unsatisfactory to the Port Authority, the Consultant shall promptly obtain a new and satisfactory certificate and policy.
2. If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as above required, then, if the Manager shall so direct, the Consultant 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 Consultant to the Authority.

3. Upon request of the Manager, Risk Management/Treasury, the Consultant shall furnish to the Authority a certified copy of each policy itself, including the provisions establishing premiums.
4. The requirements for insurance procured by the Consultant shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Consultant under this contract. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Consultant against the obligations imposed on them by law or by this or any other Agreement.

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

* * *

P.A. Agreement #*-**-*****

DATE

FIRM

ADDRESS

CITY, ST ZIP

Attention: CONTACT, TITLE

SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL *** SERVICES**

Dear CONTACT:

1. The Port Authority of New York and New Jersey (hereinafter, the "Authority") hereby offers to retain FIRM NAME (hereinafter, "the Consultant" or "you") to provide expert professional services as more fully set forth in Attachment A, which is attached hereto and made a part hereof.

2. This Agreement shall be signed by you and by the Authority's Chief Procurement Officer. As used herein "Chief Engineer" shall mean the Chief Engineer, or the Deputy Chief Engineer of the Authority or their duly authorized representatives acting within the scope of the particular authority vested in them.

For the purpose of administering this Agreement, the Chief Engineer has designated DAR NAME, TITLE, to act as his duly authorized representative. The Project Manager for this project is NAME, at (***) ***-****, or e-mail address ***@panynj.gov.

3. Your services shall be performed as expeditiously as possible and at the time or times required by the Chief Engineer. Time is of the essence in the performance of all your services under this Agreement.

4. In order to effectuate the policy of the Authority, the services provided by the Consultant shall comply with all provisions of federal, state, municipal, local and departmental laws, ordinances, rules, regulations, and orders which would affect or control said services as if the services were being performed for a private corporation, unless the Authority standard is more stringent, in which case the Authority standard shall be followed, or unless the Consultant shall receive a written notification to the contrary signed by the Chief Engineer personally, in which case the requirements of said notification shall apply.

5. The Consultant shall meet and consult with Authority staff as requested by the Chief Engineer in connection with any services to be performed herein. Any Contract Drawings, Technical Specifications and/or other items to be submitted or prepared by the Consultant hereunder shall be subject to the review of the Chief Engineer. The Chief Engineer may disapprove if, in his sole opinion, said items are not in accordance with the requirements of this

Agreement, sound engineering principles, or accepted professional standards or are impractical, uneconomical, or unsuited in any way for the purpose for which the contemplated construction, or services is intended. If any of the said items or any portion thereof are so disapproved, the Consultant shall forthwith revise them until they meet the approval of the Chief Engineer, but the Consultant will not be compensated under any provision of this Agreement for performance of such revisions. No approval or disapproval or omission to approve or disapprove, however, shall relieve the Consultant of its responsibility under this Agreement to furnish the requested services in accordance with an agreed upon schedule, a complete, practical, economical design and Contract Drawings and Technical Specifications, and corrections and changes thereto which are best suited for the contemplated construction, or services, are done in accordance with sound engineering principles and are signed and sealed by a licensed Professional Engineer.

6. When services to be performed by the Consultant include the preparation of contract documents, or the performance of post award services, the Consultant shall submit its specific Quality Control/Assurance Program to the Chief Engineer prior to the performance of said services. Upon completion of specific services requested hereunder, the Consultant shall submit a letter to the Chief Engineer certifying the Consultant's conformance with the aforementioned Quality Control/Assurance Program.

7. When the services to be performed by the Consultant include the preparation of computer aided design and drafting (CADD) documents, said documents must be prepared using the latest available revision of Autodesk's "AUTOCAD" software or as directed by the Engineer prior to the performance of specific services. All drawings shall be prepared in strict conformance to the Port Authority CAD Standards. All submissions of CAD drawings shall be submitted to the Authority on compact discs, USB drives, uploaded to the Project Website, or as otherwise required in DWG and DWF format in accordance with the Port Authority CAD Standards.

8. You shall not continue to render services under this Agreement after the point at which the total amount to be paid to you hereunder (including reimbursable expenses) reaches the combined amount of \$**** unless you are specifically authorized in writing to so continue by the Chief Engineer. If no such authorization is issued, this Agreement shall be terminated without further obligation by either of the parties as to services not yet performed, but you shall be compensated as hereinafter provided for services already completed. It is understood, however, that this limitation shall not be construed to entitle you to the above amount as a minimum compensation.

9. As full compensation for all your services and obligations in connection with this Agreement, the Authority will pay you the total of the amounts computed under subparagraphs A, B, C, D and E below, subject to the limits on compensation and provisions set forth in Paragraph 8 above. Subject to the terms and conditions below, travel time is not reimbursable under subparagraphs A, B, and C hereunder.

A. The Consultant will be compensated at an amount equal to *.* times the actual salaries paid by you to professional and technical personnel (but not partners or principals) for time actually spent by them in the performance of services hereunder, plus an amount equal to the

number of hours actually spent by partners and principals in the performance of services hereunder times the billing rate (no multiplier applied) described below but in each case excluding premium payments for overtime work or night work or for performing hazardous duty. Attached hereto is a schedule of actual salaries and titles of architects, engineers, technical staff, or other permanent professional and technical personnel employed by you, as well as rates customarily billed for partners and principals on projects such as this. Said schedule shall clearly indicate any of your employees, proposed by you to perform the requested services, that are former Authority employees. For compensation purposes under this Agreement, no said salary or amount shall exceed the salary or amount received by said personnel or rate customarily billed for a partner or principal as of the effective date of this Agreement unless the Chief Engineer has been notified in advance, in writing, of the increased salary, rate or amount and approves the increase.

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

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

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

B. Premium payments for overtime work or night work or for performing hazardous duty, actually paid to professional and technical employees, but not partners or principals, for time

actually spent by them in the performance of services hereunder when such overtime or other premium payments have been demonstrated to be in accordance with the Consultant's normal business practice will be reimbursed by the Authority when they have been authorized in advance by the Chief Engineer in writing. The Project Manager for the Authority shall have the right to authorize and approve premium payments up to a total amount of one thousand dollars (\$1,000) per occasion. Payments above said total amount shall be subject to the prior written authorization of the Chief Engineer. Such premium payments to supervisory employees, who do not receive such payments in the Consultant's normal business practice, will not be given under this Agreement.

C. Amounts actually paid to subconsultants hereunder who have been retained after the written approval by the Chief Engineer of the subconsultant and the compensation to be paid the subconsultant. The Consultant shall submit a copy of the terms and conditions of the subconsultant's compensation (including multiplier, if applicable), as well as an estimate of the number of hours required by the subconsultant to perform his services, as part of any request for approval of the subconsultant.

D. Out-of-pocket expenses, approved in advance by the Chief Engineer, necessarily and reasonably incurred and actually paid by you in the performance of your services hereunder. Out-of-pocket expenses are expenses that are unique to the performance of your services under this Agreement and generally contemplate the purchase of outside ancillary services, except that for the purpose of this Agreement, out-of-pocket expenses do include amounts for long distance telephone calls, rentals of equipment, travel and local transportation, and meals and lodging on overnight trips.

Notwithstanding the above the Authority will pay an amount approved in advance by the Chief Engineer and computed as follows for the reproduction of submittal drawings, specifications and reports:

1) If the Consultant uses its own facilities to reproduce such documents, an amount computed in accordance with the billing rates the Consultant customarily charges for reproduction of such documents under agreements such as this, or

2) If the Consultant uses an outside vendor for the reproduction of such documents, the actual, necessary and reasonable amounts for the reproduction of such documents.

The Authority will not pay for expenses that are usually and customarily included as part of the Consultant's overhead. For the purposes of this Agreement out-of-pocket expenses do not include amounts for typing, utilization of computer systems, computer aided design and drafting (CADD), cameras, recording or measuring devices, flashlights and other small, portable equipment, safety supplies, phones, telephone calls, electronic messaging including FAX, or expendable office supplies. Unless otherwise indicated, required insurance is not a reimbursable expense.

When the Consultant uses its personal vehicle to provide services within the Port District the Consultant will be reimbursed for travel expenses beyond normal commuting costs at a rate not higher than the Annual Federal Mileage Reimbursement Rate (as determined by the United

States General Services Administration (GSA) - <http://www.gsa.gov/portal/content/100715>) per mile traveled by auto.

When the Consultant is asked to provide services outside the Port District, the actual cost of transportation as well as the cost for hotel accommodations and meals will be reimbursable hereunder when approved in advanced in writing by the Chief Engineer. The cost for all meals and lodging on approved overnight trips is limited to the amounts established by the United States GSA for that locality.

GSA Domestic Rates: <http://www.gsa.gov/portal/category/21287>

You shall obtain the Chief Engineer's written approval prior to making expenditures for out-of-pocket expenses in excess of one thousand dollars (\$1,000) per specific expenditure and for all overnight trips, which are reimbursable expenditures as set forth above. You shall substantiate all billings for out-of-pocket expenses in excess of twenty-five dollars (\$25) with receipted bills and shall provide said receipts with the appropriate billing.

E. As used herein:

"Port District" is a geographical area of about 1,500 square miles in the States of New York and New Jersey, centering about New York Harbor. The Port District includes the Cities of New York and Yonkers in New York State, 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.

"Salaries paid to employees" or words of similar import means salaries and amounts actually paid (excluding payments or factors for holidays, vacations, sick time, bonuses, profit participations and other similar payments) to architects, engineers, designers, drafters or other professional and technical employees of the Consultant, for time actually spent directly in the performance of technical services hereunder and recorded on daily time records which have been approved by the employee's immediate supervisor, excluding the time of any employee of the Consultant to the extent that the time of such employee of the Consultant is devoted to typing/word processing, stenographic, clerical or administrative functions. Such functions shall be deemed to be included in the multiplier referred to in Subparagraph A above.

10. You shall keep, and shall cause any subconsultants under this Agreement to keep, daily records of the time spent in the performance of services hereunder by all persons whose salaries or amounts paid thereto will be the basis for compensation under this Agreement as well as records of the amounts of such salaries and amounts actually paid for the performance of such services and records and receipts of reimbursable expenditures hereunder, and, notwithstanding any other provisions of this Agreement, failure to do so shall constitute a conclusive waiver of any right to compensation for such services or expenses as are otherwise compensable hereunder. The Authority will have the right to audit all such records.

The Authority will have the right to inspect your records, and those of your subconsultants, pertaining to any compensation to be paid hereunder, such records to be maintained by you and your subconsultants for a period of one year after completion of services to be performed under this Agreement.

11. On or about the fifteenth (15th) day of each month, you shall render a bill for services performed and reimbursable out-of-pocket expenses incurred in the prior month, accompanied by such records and receipts as required, to the Project Manager. Each invoice shall bear your taxpayer number and the purchase order number provided by the Chief Engineer. Upon receipt of the foregoing, the Chief Engineer will estimate and certify to the Authority the approximate amount of compensation earned by you up to that time. As an aid to you the Authority will, within thirty (30) days after receipt of such certification by the Chief Engineer, advance to you by check the sum certified minus all prior payments to you for your account.

12. The Authority may at any time for cause terminate this Agreement as to any services not yet rendered, and may terminate this Agreement in whole or in part without cause upon three (3) days notice to you. You shall have no right of termination as to any services under this Agreement without just cause. Termination by either party shall be by certified letter addressed to the other at its address hereinbefore set forth. Should this Agreement be terminated in whole or in part by either party as above provided, you shall receive no compensation for any services not yet performed, but if termination is without fault on your part, the Authority will pay you as the full compensation to which you shall be entitled in connection with this Agreement the amounts computed as above set forth for services completed to the satisfaction of the Chief Engineer through the date of termination, minus all prior payments to you.

13. You shall not issue or permit to be issued any press release, advertisement, or literature of any kind, which refers to the Authority or to the services performed in connection with this Agreement, unless you first obtain the written approval of the Chief Engineer. Such approval may be withheld, if for any reason the Chief Engineer believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

14. Under no circumstances shall you or your subconsultants communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the services to be performed hereunder except upon prior written approval and instructions of the Chief Engineer, provided, however that data from manufacturers and suppliers of material shall be obtained by you when you find such data necessary, unless you are otherwise instructed by the Chief Engineer.

15. Any services performed for the benefit of the Authority at any time by you or on your behalf, even services in addition to those described herein, even if expressly and duly authorized by the Authority, shall be deemed to be rendered under and subject to this Agreement (unless referable to another express written, duly executed agreement by the same parties), whether such additional services are performed prior to, during or subsequent to the services described herein, and no other rights or obligations shall arise out of such additional services.

16. No certificate, payment (final or otherwise), acceptance of any work or any other act or omission of the Authority or the Chief Engineer shall operate to release you from any obligations under or upon this Agreement, or to stop the Authority from showing at any time that such certificate, payment, acceptance, act or omission was incorrect or to preclude the Authority from

recovering any money paid in excess of that lawfully due, whether under mistake of law or fact or to prevent the recovery of any damages sustained by the Authority.

17. Original contract drawings, originals of technical specifications, estimates, reports, records, data, charts, documents, renderings, computations, computer tapes or disks, and other papers of any type whatsoever, whether in the form of writing, figures, or delineations, which are prepared or compiled in connection with this Agreement, shall become the property of the Authority, and the Authority will have the right to use or permit the use of them and of any ideas or methods represented by them for any purpose and at any time without compensation other than that specifically provided herein. The Consultant hereby warrants and represents that the Authority will have at all times the ownership and rights provided for in the immediately preceding sentence free and clear of all claims of third persons whether such claims presently exist or arise in the future and whether presently known to either of the parties to this Agreement or not. This Agreement shall not be construed, however, to require the Consultant to obtain for the Consultant and the Authority the right to use any idea, design, method, material, equipment, or other matter which is the subject of a valid patent, unless owned by the Consultant, or subconsultant, or an employee of either. Whether or not your Proposal is accepted by the Authority, it is agreed that all information of any nature whatsoever which is in any way connected with the services performed in connection with this Agreement, regardless of the form in which it has been or may be given by you or on your behalf, whether prior or subsequent to the execution of this Agreement, to the Authority, its Commissioners, officers, agents, or employees, is not given in confidence and may be used or disclosed by or on behalf of the Authority without liability of any kind, except as may arise under valid existing or pending patents, if any.

18. If research or development is furnished in connection with the performance of this Agreement and if in the course of such research or development patentable subject matter is produced by the Consultant, its officers, agents, employees, or subconsultants, the Authority will have, without cost or expense to it, an irrevocable, non-exclusive royalty-free license to make, have made, and use, either itself or by anyone on its behalf, such subject matter in connection with any activity now or hereafter engaged in or permitted by the Authority. Promptly upon request by the Authority, the Consultant shall furnish or obtain from the appropriate person a form of license satisfactory to the Authority, but it is expressly understood and agreed that, as between the Authority and the Consultant the license herein provided for shall nevertheless arise for the benefit of the Authority immediately upon the production of said subject matter, and shall not await formal exemplification in a written license agreement as provided for above. Such license agreement may be transferred by the Authority to its successors, immediate or otherwise, in the operation or ownership of any real or personal property now or hereafter owned or operated by the Authority but such license shall not be otherwise transferable.

19. Notwithstanding anything to the contrary herein, the work product of the Consultant, its officers, agents, employees, or sub-consultants which is produced in accordance with the Agreement, whether it consists of computer programming or documentation thereof, including source code, and on any media whatsoever, shall be deemed to belong exclusively to the Authority, and the Authority will have the exclusive right to obtain and to hold in its own name

any and all copyrights, patents, trade secrets and/or other proprietary rights and protection as may be produced as part of this work product, including the right to extensions or renewals, where appropriate. The work product shall not be destroyed or released to anyone outside of the Engineering Department without express written authorization of the Chief Engineer. The Authority will have the exclusive right to use or permit the use of them and of any ideas or methods represented by them for any purpose and at any time without compensation other than that specifically provided for herein. You agree to contract with your employees for the benefit of the Authority to ensure that the Authority has such rights and to give to the Authority or any party designated by the Authority all assistance reasonably required to perfect the rights herein above stated. You shall indemnify and hold harmless the Authority against any claims of proprietary rights infringement arising out of such use of your work product.

20. You shall promptly and fully inform the Chief Engineer in writing of any intellectual property dispute, whether existing or potential, of which you have knowledge, relating to any idea, design, method, material, equipment or other matter related to the subject matter of this Agreement or coming to your attention in connection with this Agreement.

21. You shall promptly and fully inform the Chief Engineer in writing of any patent or patent dispute, whether existing or potential, of which you have knowledge, relating to any idea, design, method, material, equipment or other matter related to the subject matter of this Agreement or coming to your attention in connection with this Agreement.

22. This Agreement being based upon your special qualifications for the services herein contemplated, any assignment, subletting or other transfer of this Agreement or any part hereof or of any moneys due or to become due hereunder without the express consent in writing of the Authority shall be void and of no effect as to the Authority, provided, however, that you may sublet services to subconsultants with the express consent in writing of the Chief Engineer. All persons to whom you sublet services, however, shall be deemed to be your agents and no subletting or approval thereof shall be deemed to release you from your obligations under this Agreement or to impose any obligation on the Authority to such subconsultant or to give the subconsultant any rights against the Authority.

23. The Authority has a long-standing practice of encouraging Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) to seek business opportunities with it, either directly or as subconsultants or subcontractors. "Minority-owned business" or "MBE" means a business entity which is at least fifty-one percent (51%) owned by one (1) or more members of one (1) or more minority groups, or, in the case of a publicly held corporation, at least fifty-one percent (51%) of the stock of which is owned by one (1) or more members of one (1) or more minority groups; and whose management and daily business operations are controlled by one (1) or more such individuals who are citizens or permanent resident aliens. "Women-owned business" or "WBE" means a business which is at least fifty-one percent (51%) owned by one (1) or more women; or, in the case of a publicly held corporation, fifty-one percent (51%) of the stock of which is owned by one (1) or more women: and whose management and daily business operations are controlled by one (1) or more women who are citizens or permanent resident aliens.

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

A. Black persons having origins in any of the Black African racial groups not of Hispanic origin;

B. Hispanic persons of Puerto Rican, Mexican, Dominican, Cuban, Central or South American culture or origin, regardless of race;

C. Asian and Pacific Islander persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands;

D. American Indian or Alaskan Native persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

The Authority has set a goal of twelve percent (12%) participation by qualified and certified MBEs and five percent (5%) to qualified and certified WBEs on technical service projects.

To be "certified" a firm must be certified by the Authority's Office of Business Diversity and Civil Rights.

In order to facilitate the meeting of this goal, the Consultant shall use every good-faith effort to utilize subconsultants who are certified MBEs or WBEs to the maximum extent feasible.

The Authority has a list of certified MBE/WBE service firms which is available to you at <http://www.panynj.gov/business-opportunities/supplier-diversity.html>. The Consultant will be required to submit to the Authority's Office of Business Diversity and Civil Rights for certification the names of MBE/WBE firms it proposes to use who are not on the list of certified MBE/WBE firms.

24. NON-DISCRIMINATION REQUIREMENTS

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

A. Consultant hereby agrees that no person on the ground of race, color, national origin, creed/religion, sex, age or handicap/disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the furnishing of goods or services or in the selection and retention of subconsultants and/or vendors under this Agreement. Consultant shall also ascertain and comply with all applicable federal, state and local laws, ordinances, rules, regulations, and orders that pertain to equal employment opportunity, affirmative action, and non-discrimination in employment.

Consultant agrees that these "Non-Discrimination Requirements" are a binding part of this Agreement. Without limiting the generality of any other term or provision of this Agreement, in the event the Authority, or a state or federal agency finds that the Consultant or any of its subconsultants or vendors has not complied with these "Non-Discrimination Requirements", the Authority may cancel, terminate or suspend this Agreement in accordance with Section 28 of these Standard Terms and Conditions entitled "Consultant Responsibility, Suspension Of Work And Termination."

B. Consultant agrees to cooperate fully with the Authority's investigation of allegations of discrimination. Cooperation includes, but is not limited to, allowing the Authority to question employees during the investigation of allegations of discrimination, and complying with directives that the Authority or the State or Federal government deem essential to ensure compliance with these "Non-Discrimination Requirements."

25. 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, and to sensitive security sites and facilities (including rental spaces) to any person who declines to abide by Authority security procedures and protocols, and to any person with a criminal record with respect to certain crimes or who may otherwise pose a threat to the construction site or facility security. The Authority reserves the right to impose multiple layers of security requirements on the Consultant, its staff and subconsultants and their staffs depending upon the level of security required, and to make any amendments with respect to such requirements as determined by the Authority.

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

- Execution of Non-Disclosure and Confidentiality Agreements and Acknowledgments

At the direction of the Authority, you shall have your employees, subconsultants and their employees execute Authority approved non-disclosure agreements.

- Consultant/Subconsultant identity checks and background screening

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

The Authority's designated background screening provider may require (1) inspection of not less than two forms of valid/current government issued identification (at least one having an official photograph) to verify staff's name and residence; (2) screening of federal, state, and/or local criminal justice agency information databases and files; (3) screening of any terrorist identification files; and (4) access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning.

As of January 29, 2007, the Secure Worker Access Consortium (S.W.A.C.) is the only Authority approved provider to be used to conduct background screening and personal identity verification, except as otherwise required by federal law and/or regulation (such as 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 is located at <http://www.secureworker.com>, or S.W.A.C. can be contacted directly at (877) 522-7922 for more information and the latest pricing. If approved by the Project Manager, the cost for said background checks for staff that

pass and are granted a credential shall be reimbursable to the Consultant (and its subconsultants) as an out-of-pocket expense as provided herein. Costs for staff that are rejected for a credential for any reason are not reimbursable.

- Issuance of Photo Identification Credential

No person shall be permitted on or about the non-public areas of the Authority's construction sites or facilities (including rental spaces) without a facility-specific photo identification credential approved by the Authority. If the Authority requires facility-specific identification credentials for the Consultant and the subconsultant's staff, the Authority will supply such identification at no cost to the Consultant or its subconsultants. Such facility-specific identification credential shall remain the property of the Authority and shall be returned to the Authority at the completion or upon request prior to completion of the individual's assignment at the specific facility. The Consultant shall immediately report to the Authority the loss of any staff member's or subconsultant's individual facility-specific identification credential. The Consultant will be billed for the cost of the replacement identification credential. Staff shall display identification badges in a conspicuous and clearly visible manner, when entering, working at, or leaving an Authority construction site or facility.

Staff may be required to produce not less than two forms of valid/current government issued identification having an official photograph and an original, non-laminated social security card for identity and SSN verification.

- Designated Secure Areas

Services under the Agreement may be required in designated secure areas, as the same may be designated by the Authority ("Secure Areas"). The Authority will require the observance of certain security procedures with respect to Secure Areas, which may include the escort to, at, and/or from said high security areas by security personnel. All personnel that require access to designated Secure Areas who are not under escort by an authorized individual will be required to undergo background screening and personal identity verification.

Forty-eight (48) hours prior to the proposed performance of any work in a Secure Area, the Consultant shall notify the Project Manager. The Consultant shall conform to procedures as may be established by the Project Manager from time to time and at any time for access to Secure Areas and the escorting of personnel hereunder. Prior to the start of any work, the Consultant shall request a description from the Project Manager of the Secure Areas that will be in effect on the commencement date(s) of the request services. The description of Secure Areas may be changed from time to time and at any time by the Project Manager during the term of the Agreement.

- Access control, inspection, and monitoring by security guards

The Authority may provide for Authority construction sites or facilities (including rental spaces) access control, inspection and monitoring by Port Authority Police or Authority retained consultant security guards. However, the presence of Port Authority Police or Authority retained consultant security guards shall not relieve the Consultant of its responsibility to secure its equipment and work and that of its subconsultants and service suppliers at the Authority sites or

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

- Compliance with the Port Authority Information Security Handbook

This Agreement may require access to Authority information considered Protected Information (“PI”) as defined in the Port Authority Information Security Handbook (“Handbook”), dated October, 2008, corrected as of November 14, 2013, and as may be further amended. The Handbook and its requirements are hereby incorporated into this Agreement and will govern the possession, distribution and use of PI if at any point during the lifecycle of the project or solicitation it becomes necessary for the Consultant to have access to PI. The Consultant shall protect sensitive information by applying uniform safeguarding measures to prevent unauthorized disclosure and to control any authorized disclosure of this information within the Authority or when released by the Authority to outside entities. The Handbook can be obtained upon request or at: <http://www.panynj.gov/business-opportunities/pdf/Corporate-Information-Security-Handbook.pdf>.

- Audits for Compliance with Security Requirements

The Authority may conduct random or scheduled examinations of business practices under this section and the Handbook in order to assess the extent of compliance with security requirements, PI procedures, protocols and practices, which may include, but which are not necessarily 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.

26. The Consultant assumes the following distinct and several risks to the extent they may arise from the negligent or willful intentional acts or omissions of the Consultant or its subconsultants in the performance of services hereunder:

A. The risk of loss or damage to Authority property arising out of or in connection with the performance of services hereunder;

B. The risk or loss or damage to any property of the Consultant or its subconsultants arising out of or in connection with the performance of services hereunder;

C. The risk of claims, arising out of or in connection with the performance of services hereunder, whether made against the Consultant or its subconsultants or against the Authority, for loss or damage to any property of the Consultant’s agents, employees, subcontractors, subconsultants, materialmen or others performing services hereunder;

D. The risk of claims, just or unjust, by third persons made against the Consultant or its subconsultants or against the Authority on account of injuries (including wrongful death), loss or damage of any kind whatsoever arising in connection with the performance of services hereunder

including claims against the Consultant or its subconsultants or against the Authority for the payment of workers' compensation, whether such claims are made and whether such injuries, damage or loss are sustained at any time both before and after the completion of services hereunder.

The Consultant shall indemnify the Authority against all claims described in subparagraphs A through D above and for all expense incurred by the Authority in the defense, settlement or satisfaction thereof, including expenses of attorneys. If so directed by the Authority, the Consultant shall defend against any claim described in subparagraphs B, C and D above, in which event the Consultant shall not without obtaining express advance permission from the General Counsel of the Authority raise any defense involving in any way the jurisdiction of the tribunal, immunity of the Authority, governmental nature of the Authority or the provisions of any statutes respecting suits against the Authority, such defense to be at the Consultant's cost.

The provisions of this clause shall also be for the benefit of the Commissioners, officers, agents and employees of the Authority, so that they shall have all the rights which they would have under this clause if they were named at each place above at which the Authority is named, including a direct right of action against the Consultant to enforce the foregoing indemnity, except, however, that the Authority may at any time in its sole discretion and without liability on its part cancel the benefit conferred on any of them by this clause, whether or not the occasion for invoking such benefit has already arisen at the time of such cancellation.

Neither the completion of services hereunder nor the making of payment (final or otherwise) shall release the Consultant from his obligations under this clause. Moreover, neither the enumeration in this clause or the enumeration elsewhere in this Agreement of particular risks assumed by the Consultant or of particular claims for which he is responsible shall be deemed (a) to limit the effect of the provisions of this clause or of any other clause of this Agreement relating to such risks or claims, (b) to imply that the Consultant assumes or is responsible for risks or claims only of the type enumerated in this clause or in any other clause of this Agreement, or (c) to limit the risks which the Consultant would assume or the claims for which he would be responsible in the absence of such enumerations.

No third party rights are created by the Agreement, except to the extent that the Agreement specifically provides otherwise by use of the words "benefit" or "direct right of action".

Inasmuch as the Authority has agreed to indemnify the Cities of New York and Newark against claims of the types described in subparagraph D above made against said cities, the Consultant's obligation under subparagraph D above shall include claims by said cities against the Authority for such indemnification.

27. CERTIFICATION OF NO INVESTIGATION (CRIMINAL OR CIVIL ANTI-TRUST), INDICTMENT, CONVICTION, DEBARMENT, SUSPENSION, DISQUALIFICATION AND DISCLOSURE OF OTHER INFORMATION

By proposing on this Agreement, each Consultant and each person signing on behalf of any Consultant certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, that the Consultant and each parent and/or affiliate of the Consultant has not:

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

28. NON-COLLUSIVE PROPOSING, AND CODE OF ETHICS CERTIFICATION, CERTIFICATION OF NO SOLICITATION BASED ON COMMISSION, PERCENTAGE, BROKERAGE, CONTINGENT OR OTHER FEES

By proposing on this Agreement, each Consultant and each person signing on behalf of any Consultant certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that:

- A. the prices in its proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Consultant or with any competitor;
- B. the prices quoted in its proposal have not been and will not be knowingly disclosed directly or indirectly by the Consultant prior to the official opening of such proposal to any other Consultant or to any competitor;
- C. no attempt has been made and none will be made by the Consultant to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition;
- D. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated March 11, 2014 (a copy of which is available upon request to the Authority), nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority

employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;

E. no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Consultant for the purpose of securing business, has been employed or retained by the Consultant to solicit or secure this Agreement on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency;

F. the Consultant has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Agreement; and

G. no person or organization has been retained, employed or designated on behalf of the Consultant to impact any Authority determination with respect to (i) the solicitation, evaluation or award of this Agreement; or (ii) the preparation of specifications or request for submissions in connection with this Agreement.

The certifications in this Section and the Section entitled "Certification of No Investigation (Criminal or Civil Anti-trust), Indictment, Conviction, Debarment Suspension, Disqualification and Disclosure of Other Information" shall be deemed to be made by the Consultant as follows:

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

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

Moreover, the certifications in this Section and the Section entitled "Certification of No Investigation (Criminal or Civil Anti-trust), Indictment, Conviction, Debarment Suspension, Disqualification and Disclosure of Other Information", if made by a corporate Consultant, shall be deemed to have been authorized by the Board of Directors of the Consultant, and such authorization shall be deemed to include the signing and submission of the proposal and the inclusion therein of such certification as the act and deed of the corporation.

In any case where the Consultant cannot make the certifications in this Section and the Section entitled "Certification of No Investigation (Criminal or Civil Anti-trust), Indictment, Conviction, Debarment Suspension, Disqualification and Disclosure of Other Information", the Consultant shall so state and shall furnish with the signed proposal a signed statement, which sets forth in detail the reasons therefor. If the Consultant is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its proposal, setting forth in such statement the reasons for its uncertainty. With respect to the foregoing certification in Paragraph "27G", if the Consultant cannot make the certification, it shall provide, in writing, with the signed proposal: (i) a list of the name(s), address(es), telephone number(s), and place(s) of principal employment of each such individual or organization; and (ii) a statement as to

whether such individual or organization has a “financial interest” in this Agreement, as described in the Procurement Disclosure policy of the Authority (a copy of which is available upon request to the Chief Procurement Officer of the Authority). Such disclosure is to be updated, as necessary, up to the time of award of this Agreement. As a result of such disclosure, the Authority will take appropriate action up to and including a finding of non-responsibility.

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

Notwithstanding that the Consultant may be able to make the certifications in this Section and the Section entitled “Certification of No Investigation (Criminal or Civil Anti-trust), Indictment, Conviction, Debarment Suspension, Disqualification and Disclosure of Other Information” at the time the proposal is submitted, the Consultant shall immediately notify the Authority in writing during the period of irrevocability of proposals on this Agreement or any extension of such period, or during the term of this Agreement, of any change of circumstances which might under this clause make it unable to make the foregoing certifications, might render any portion of the certifications previously made invalid or require disclosure. The foregoing certifications or signed statement shall be deemed to have been made by the Consultant with full knowledge that they would become a part of the records of the Authority and that the Authority will rely on their truth and accuracy in awarding this Agreement. In the event that the Authority should determine at any time prior or subsequent to the award of this Agreement that the Consultant has falsely certified as to any material item in the foregoing certifications, has failed to immediately notify the Port Authority of any change in circumstances which might make it unable to make the foregoing certifications, might render any portion of the certifications previously made invalid, or require disclosure, or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certifications required to be disclosed, the Authority may determine that the Consultant is not a responsible Consultant with respect to its proposal on the Agreement or with respect to future proposals on Authority agreements and may exercise such other remedies as are provided to it by the Agreement with respect to these matters. In addition, Consultant is advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see, e.g. New York Penal Law, Section 175.30 et seq.). Consultant is also advised that the inability to make such certification will not in and of itself disqualify the Consultant, and that in each instance the Authority will evaluate the reasons therefor provided by the Consultant.

Under certain circumstances, the Consultant may be required as a condition of award of this Agreement to enter into a Monitoring Agreement under which it will be required to take certain specified actions, including compensating an independent Monitor to be selected by the Authority. Said Monitor shall be charged with, among other things, auditing the actions of the Consultant to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Authority. Furthermore, the Consultant selected for performance of the subject services shall immediately notify the Authority in writing, at any time during the term of the Agreement, of any change of circumstances which might, under this clause, make it unable to make the foregoing certifications, or might require disclosure.

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

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

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

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

30. CONSULTANT RESPONSIBILITY, SUSPENSION OF WORK AND TERMINATION

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

The Authority, in its sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when it discovers information that calls into question the responsibility of the Consultant. The Authority may exercise this right to suspend the Consultant by giving the Consultant written notice outlining the particulars of such suspension. Upon receipt of such notice, the Consultant shall comply with the notice's terms. Agreement activity may resume at such time as the Authority issues another written notice authorizing a resumption of performance under the Agreement.

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

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

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

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

Where used in this Section, the term “Port Authority” or “Authority” shall be deemed to include all subsidiaries of the Authority.

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

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

In addition, during the term of this Agreement, the Consultant shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated March 11, 2014, or as may be revised, (a copy of which is available upon request to the Office of the Secretary of the Authority). Without the express written approval of the Chief Engineer, you shall keep confidential, and shall require your employees, your subconsultants, and your subconsultant’s employees to keep confidential, a) all information disclosed by the Authority or its consultants to you or b) developed by you or your subconsultants in the performance of services hereunder. Disclosure of any such information shall constitute a material breach of the Agreement.

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

32. CONFLICT OF INTEREST

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

33. DEFINITIONS

As used in sections 27 to 32 above, the following terms shall mean:

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

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

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

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

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

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

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

FIRM

- PAGE 21 -

DATE

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

Sincerely,

THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY

Lillian D. Valenti
Chief Procurement Officer
Procurement Department

Date _____

ACCEPTED:

FIRM NAME

By: _____

Print Name: _____

Title: _____

Date: _____

INSTRUCTIONS

If the selected Consultant firm is not located in the States of New York or New Jersey, change the number of the last Paragraph of this Agreement from "36" to "37" and insert a new Paragraph "36" as follows:

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

ATTACHMENT B
**REQUEST FOR PROPOSALS FOR THE PERFORMANCE OF EXPERT
PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES FOR THE
CONDITION ASSESSMENT OF COGENERATION PLANT AND CENTRAL HEATING
AND REFRIGERATION PLANT AT JOHN F. KENNEDY INTERNATIONAL AIRPORT
(RFP 44066)**

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.

Any information (including information contained in any proposal, vendor qualification(s), ideas, models, drawings, or other material communicated or exhibited by us or on our behalf) provided in connection with this procurement is subject to the provisions of the Port Authority Freedom of Information Code and Procedure adopted by the Port Authority's Board of Commissioners on October 22, 2014, which may be found on the Port Authority website at: <http://www.panynj.gov/corporate-information/pdf/foi-code.pdf>. The foregoing applies to any information, whether or not given at the invitation of the Authority.

(Company)

(Signature)

(Title)

(Date)

ORIGINAL AND PHOTOCOPIES OF THIS PAGE ONLY.
DO NOT RETYPE.

ATTACHMENT C
COMPANY PROFILE

**REQUEST FOR PROPOSALS FOR THE PERFORMANCE OF EXPERT
PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES FOR
THE CONDITION ASSESSMENT OF COGENERATION PLANT AND CENTRAL
HEATING AND REFRIGERATION PLANT AT JOHN F. KENNEDY
INTERNATIONAL AIRPORT (RFP# 44066)**

1. Company Name (print or type):

2. Business Address (to receive mail for this RFP):

3. Business Telephone Number: _____

4. Business Fax Number: _____

5. Firm website: _____

6. Federal Employer Identification Number (EIN): _____

7. Date (MM/DD/YYYY) Firm was Established: ____/____/____

8. Name, Address and EIN of Affiliates or Subsidiaries (use a separate sheet if necessary):

9. Officer or Principal of Firm and Title:

10. Name, telephone number, and email address of contact for questions:

11. Is your firm certified by the Authority as a Minority-owned, Woman-owned or Small Business Enterprise (M/W/SBE)? Yes No

If yes, please attach a copy of your **Port Authority** certification as a part of this profile.

If your firm is an M/WBE not currently certified by the Authority, see the Authority's web site – <http://www.panynj.gov/business-opportunities/supplier-diversity.html>, to receive information and apply for certification.