

THE PORT AUTHORITY OF NY & NJ

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

INVITATION FOR BID

**TITLE: MAINTENANCE AND REPAIR SERVICES OF AUTOMATIC
DOORS AT NEWARK LIBERTY INTERNATIONAL AIRPORT
(EWR); THREE (3) YEAR CONTRACT**

BID NO.: 6000003457

Refer to Part I Section 2 "Form and Submission of Bid" for submission instructions.

BID DUE DATE: 10/7/2026 TIME: 11:00 AM

PRE-BID MEETING: 9/24/2026 TIME: 1:00 PM

**BUYER NAME: Luciano Peixoto PHONE NO.: (212) 435-4635
EMAIL: lupeixoto@panynj.gov**

BIDDER INFORMATION
(TO BE COMPLETED BY THE BIDDER)
(PLEASE PRINT)

(ADDRESS, CITY, STATE, ZIP CODE)

(NAME OF BIDDING ENTITY)

(ADDRESS, CITY, STATE, ZIP CODE)

(REPRESENTATIVE TO CONTACT - NAME AND TITLE)

(EMAIL ADDRESS, PHONE NO. AND FAX NO.)

FEDERAL TAX ID NO.: _____ **BUSINESS CORPORATION** _____
PARTNERSHIP _____ **INDIVIDUAL** _____ **OTHER:** _____

INVITATION FOR BID

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PART I - STANDARD INFORMATION FOR BIDDERS

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

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

2. Form and Submission of Bid

The Port Authority has ceased public bid openings and will allow for the electronic submission of bids.

The Port Authority of New York and New Jersey has ceased public bid openings and will allow for the digital submission of certain bids using the Euna Procurement platform (formerly known as Bonfire), accessible via the link <https://panynj.bonfirehub.com/portal/?tab=openOpportunities>.

Bidders MUST register in order to download the solicitation documents and associated information regarding the referenced solicitation and in order to upload bid submissions. Registration on the Euna Procurement (Bonfire) platform requires a separate and distinct registration from all other Port Authority platforms.

Sealed bids for the referenced solicitation will be received by the Port Authority any time up to but not later than the due date and time indicated in the solicitation document. The Port Authority will accept only those bids in electronic format, and in the same readable Adobe PDF or in the format as provided by the Port Authority. Bid submissions will be accepted by upload **only** at <https://panynj.bonfirehub.com/portal/?tab=login> and must be uploaded timely so as to be received by the Authority by the deadline in order to be considered.

Hand deliveries and mailed deliveries (e.g., UPS, USPS) will not be accepted. The Port Authority may request an original, signed paper submission at any time following the Bid Due Date. If requested, such original, signed paper submission must be identical to the electronic submission. In the event of a discrepancy, the electronic submission shall control.

If requested by the Port Authority, the paper submission must be identical to the electronic submission that was submitted by the Bid Due Date. In the event of a discrepancy, the electronic submission shall take precedence.

THERE WILL BE NO PUBLIC BID OPENINGS AND HAND DELIVERIES WILL NOT BE ACCEPTED. Bid results will be posted to the Port Authority’s website as soon as they are available.

By submitting this Bid, the Bidder offers to assume the obligations and liabilities imposed upon it herein and expressly makes the representations and warranties required to be made by it in this document.

3. Vendor Profile

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

4. Acknowledgment of Addenda

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

If the Bidder downloaded this solicitation document, it is the responsibility of the Bidder to periodically check the Port Authority website at [Doing Business with the Port Authority | Port Authority of New York and New Jersey](#) and download, complete, sign and include with its Bid, any addenda that might have been issued in connection with this solicitation.

5. Firm Offer

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

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

6. Acceptance or Rejection of Bids

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

This Contract may be signed by a party, either by hand, or with an electronic signature affixed digitally and, in each case, this Contract may be personally delivered or sent by email or other electronic means after execution. Any such means of execution and transmittal shall have the same binding and legal effect.

7. Bidder's Questions

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

8. Additional Information To and From Bidders

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

If the Bidder is a corporation, a statement of the names and residences of its officers should be submitted on the Name and Residence of Principals Sheet, contained in Part IV, that immediately follows following the Signature Sheet.

9. Union Jurisdiction

All prospective Bidders are advised to ascertain whether any union now represented or not represented at the Facility will claim jurisdiction over any aspect of the operations to be performed hereunder and their attention is directed to the paragraph entitled "Harmony" in the Standard Contract Terms and Conditions.

10. Assessment of Bid Requirements

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

11. Bidder's Prerequisites

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

12. Qualification Information

The Port Authority may give oral or written notice to the Bidder to furnish the Port Authority with information and to meet with designated representatives of the Port Authority relating to the Bidder's qualifications and ability to fulfill the Contractor's obligations hereunder. The requested information shall be submitted no later than three

(3) days after said notice is given by the Port Authority, unless otherwise indicated. Matters upon which the Port Authority may inquire may include, but shall not be limited to, the following:

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

1. (i) Certified financial statements, including applicable notes, reflecting the Bidder's assets, liabilities, net worth, revenues, expenses, profit or loss and cash flow for the three (3) most recent calendar years or the Bidder's three (3) most recent fiscal years.

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

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

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

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

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

b. Information relating to the Bidder's Prerequisites, if any, as set forth in this document.

c. If the Bidder is a corporation: (1) a copy of its Certificate of Incorporation (or equivalent) and, if applicable, all Amendments thereto with a written declaration signed by the Secretary of the Corporation with the corporate seal affixed thereto, stating that the copy furnished is a true copy of the Certificate of Incorporation (or equivalent) and any such Amendments as of the date of the opening of the bid and (2) if the Bidder is not incorporated under the laws of the state in which the service is to be performed, a certificate from the Secretary of State of said state evidencing the Bidder's legal qualification to do business in that state.

d. A statement setting forth the names of those personnel who will be in overall charge of the services to be provided and those who would be exclusively assigned to supervise the services. The statement shall also set forth, for each individual listed, and their specific roles, their number of years of experience and in which functions and capacities each would serve.

e. Information to supplement any statement submitted in accordance with Part III of the Standard Contract Terms and Conditions entitled "Contractor's Integrity Provisions", including, but not limited to the Bidder not being in collections for unpaid tolls to the Port Authority.

f. In the event that the Bidder's performance on a current or past Port Authority or Port Authority Trans-Hudson Corporation (PATH) contract or contracts has been rated less than satisfactory, the Manager, Commodities & Services Division, or the Buyer, may give oral or written notice to the Bidder to furnish information demonstrating to the satisfaction of such Manager that, notwithstanding such rating, such performance was in fact satisfactory or that the circumstances which gave rise to such unsatisfactory rating have changed or will not apply to performance of this Contract, and that performance of this Contract will be satisfactory.

g. The Bidder recognizes that it may be required to demonstrate to the satisfaction of the Port Authority and/or PATH that it in fact can perform the services as called for in this Contract and that it may be required to substantiate any or all of the warranties and representations set forth herein and the statements and assurances it may be required to give.

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

13. Contractor's Integrity Provisions

By submitting a Bid, Bidders shall be deemed to have made the certifications contained in the clauses entitled "Certification of No Investigation (criminal or civil anti-trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Information," and "Non-Collusive Bidding, and Code of Ethics Certification, Certification of No Solicitation Based On Commission, Percentage, Brokerage, Contingent or Other Fees" contained within the Standard Terms and Conditions within these bid documents. If the Bidder is unable to make the certifications contained therein the Bidder shall submit a statement with its Bid explaining why any such certification(s)

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cannot be made. Such a submission shall be submitted with your Bid.

14. Code of Ethics for Port Authority Vendors

Bidder's attention is directed to the Port Authority's "Code of Ethics for Port Authority Vendors" (the "Code"). The Code of Ethics can be found on the Port Authority's website at <https://www.panynj.gov/business-opportunities/become-vendor.html>.

15. Facility Inspection and/or Pre-Bid Meeting

If applicable, details regarding a Facility Inspection and/or Pre-Bid Meeting will be stipulated in Part II. All Bidders must present a valid government-issued photo ID for access to a Facility and must provide their firm name and their title/role within their firm at any such Inspection or Meeting.

16. Available Documents - General

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

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

17. Pre-award Meeting

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

18. Minority, Women-Owned and Service-disabled Veteran Owned Business Enterprises

Bidders shall comply with the provisions set forth in Part III.

19. Certification of Recycled Materials

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

Recycling Definitions:

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

- a "Recovered Material" means any Post-consumer mater and any waste

material or by-product that has been recovered or diverted from solid waste, excluding those materials and by-products generated from, and commonly reused within, an original manufacturing process.

b. "Post-consumer Material" means any material or finished product that has served its intended use and has been discarded for disposal or recovery having completed its life as a consumer item.

c. "Pre-consumer Material" means any material or by-product generated after the manufacture of a product but before the product reaches the consumer, such as damaged or obsolete products. Pre-consumer Material does not include mill and manufacturing trim, scrap, or broken material that is generated at a manufacturing site and commonly reused on-site in the same or another manufacturing process.

d. "Recycled Product" means a product that contains the highest amount of post-consumer material practicable, or when post-consumer material is impracticable for a specific type of product, contains substantial amounts of Pre-consumer Material.

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

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

19. City Payroll Tax

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

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

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

20. Automated Clearing House Enrollment

The Port Authority of New York and New Jersey has transitioned to an electronic method of paying its vendors, contractors and consultants via an Automated Clearing House ("ACH") funds transfer. It is the Port Authority's expectation that all vendors, contractors and consultants will be paid via an ACH funds transfer. To avoid delays in payment, vendors, contractors, and consultants should enroll in

ACH and complete the Port Authority's "Authorization Agreement For Direct Deposits And Direct Payments (ACH Credits)" form, which is available at <https://www.panynj.gov/business-opportunities/pdf/Vendor-ACH-auth-form.pdf>. The Authorization Agreement shall remain in full force and effect until the Port Authority has received written notification from the vendor, contractor or consultant of its termination in such time and in such manner as to afford the Port Authority and the depository financial institution(s) a reasonable opportunity to act on it. Any questions on this process may be directed to the Comptrollers Department ACH Enrollments contact line at 201 216-6002 or emailed to ACHENROLLMENT@PANYNJ.GOV.

21. Additional Bidder Information

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

The Port Authority of New York and New Jersey (Port Authority), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no business will be discriminated against on the grounds of race, color, national origin, creed, sex, age or disability in consideration for an award.

Additionally, all bidders (including proposers, and respondents, as applicable) are notified that the Port Authority will ensure that, with respect to any contract/agreement entered into pursuant to this advertisement, disadvantaged business enterprises, minority business enterprises and woman-owned business enterprises, as applicable, will be afforded full and fair opportunity to submit bids, proposals and responses, as applicable, in response to this invitation, and no business will be discriminated against on the grounds of race, color, national origin, creed, sex, age or disability in consideration for an award.

22. Safe Vehicle Operation

The Bidder may be required to demonstrate that it has a satisfactory Federal Motor Carrier Safety Administration (FMCSA) safety record and vehicle maintenance program. If applicable, the Bidder shall submit this safety information as may be required by the Port Authority, including, but not limited to:

1. Information about their overall FMCSA safety program;
2. Information about their drivers training program;
3. Information about their vehicle maintenance program;
4. Results of Commercial Vehicle inspections;
5. Information about actions taken to remedy safety issues and violations.

The determination that the Bidder's safety record and safety programs are satisfactory will be made by the Port Authority at its sole discretion.

ATTACHMENT I A - Certified Environmentally Preferable Products/Practices

Bidder Name: _____ Date: _____

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

1. Packaging

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

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

If yes, a description of the practices being followed should be include with the submission.

2. Business Practices / Operations / Manufacturing

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

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

If yes, a description of the practices being followed should be included with the submission.

3. Training and Education

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

☐ Yes ☐ No If yes, Bidder shall attach a description of the training offered and the specific criteria targeted by the training.

4. Certifications

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

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

If yes, Bidders should attach copies of the certificates obtained.

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

_____ Name _____ Date

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PART II - CONTRACT SPECIFIC INFORMATION FOR BIDDERS

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

1. Service(s) Required

Maintenance, repair, and inspection of automatic doors

2. Location(s) Services Required

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

3. Expected Date of Commencement of Contract

On or about January 1, 2027

4. Contract Type

Unit Price, Service Contract

5. Duration of Contract

Three (3) years, to expire on or about December 31, 2029.

6. Option Period(s)

There shall be up to one (1) One-Year Option Period

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

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

8. Extension Period

120-Day Extension Applicable.

9. Pre-Bid Meeting & Facility Inspection

The Port Authority will conduct a **Pre-Bid Meeting via Microsoft Teams** (audio only) on **9/24/2026 from 1:00 PM to 2:00 PM ET** to discuss the solicitation document and requirements. Parties interested in attending the Microsoft Teams Pre-Bid Meeting shall email the Buyer, Luciano Peixoto at lupeixoto@panynj.gov no later than 12:00 PM Noon of the business day preceding the scheduled Pre-Bid Meeting date. You will receive a Microsoft Teams invitation via email, which you must "Accept." The Port Authority will also conduct a **Facility Inspection on 9/28/2026 at 10 AM ET** to allow visual inspection of some of the areas covered under this Contract. Parties interested in attending the Facility Inspection shall meet at

Newark Liberty International Airport (EWR)
Building 80, Room 107, Newark, NJ 07117

A valid photo ID is required for all in-person meetings. Contact **Michael Reszkowski** at **(201) 563-7965** and or email mreszkowski@panynj.gov no later than 12:00 PM of the business day preceding the scheduled for Facility Inspection date to confirm attendance and/or receive directions. Only one (1) representative from each company will be allowed to visit the facility meeting.

10. Specific Bidder's Prerequisites

- a. The Bidder shall have had at least three (3) years of continuous experience immediately prior to the date of submission of its Bid in the management and operation of a business which performs maintenance and repair of automatic doors and during that time shall have actually engaged in providing said or such services to commercial or industrial accounts under contract. The Bidder may fulfill this prerequisite if the Bidder can demonstrate to the satisfaction of the Port Authority that the persons or entities owning and controlling the Bidder have had a cumulative total of at least three (3) years of experience immediately prior to the date of the submission of its Bid in the management and operation of a business actually engaged in providing these services to commercial or industrial accounts under contract during that time, or have owned and controlled other entities which have actually engaged in providing the above described services during that time period.
- b. During the time period stated in (a) above, the Bidder, or persons or entities owning and controlling the Bidder, shall have satisfactorily performed or shall be performing under at least one (1) contract requiring similar services of similar scope to those required under this Contract.
- c. The Bidder shall have had in its last fiscal year, or the last complete calendar year immediately preceding the opening of its Bid, a minimum of Five-Hundred Thousand Dollars (\$500,000) annual gross income.
- d. In the event a bid is submitted by a joint venture the foregoing prerequisites will be considered with respect to such Bid as follows: The prerequisite in subparagraph (a) and (b) above, will be considered satisfied if the joint venture itself, or any of its participants individually, can meet the requirements. The prerequisite in subparagraph (c) above, will be considered satisfied if the gross income of the joint venture itself meets the prerequisite or the gross income of the participants in the joint venture cumulatively meets the prerequisite. If a joint venture which has not been established as a distinct legal entity submits a bid, it and all participants in the joint venture shall be bound jointly and severally and each such participant in the joint venture shall execute the bid and do each act and thing required by this Invitation for Bid. On the original bid and wherever else the Bidder's name would appear, the name of the joint venture Bidder should appear if the joint venture is a distinct legal entity. If the Bidder is a common law joint venture, the names of all

participants should be listed followed by the words “acting jointly and severally”. All joint venture Bidders must provide documentation of their legal status.

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

11. Person Bidder's Additional Submittal Requirements

- a. The Bidder should submit with its Bid a completed Outreach Plan in accordance with Part III, Section 9 herein entitled “Minority Businesses, Women-Owned Businesses and Service-Disabled Veteran Owned Business Enterprises”. The Bidder’s Participation Plan is an integral part of the award determination.
- b. A formal letter explaining the Plan and/or response to the provisions should be submitted. Elements of the submitted formal letter shall include, at minimum, the Port Authority subcontractor names, a description of the supply or service of their involvement, explanation and demonstration of outreach and efforts by the Bidder to identify opportunities, and reasons where opportunities do not exist or could not be achieved.

12. Personnel Assurance Program and Contractor Staff Background Screening

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

Such background checks shall be performed through the Authority’s personnel assurance program provider, or through such other program identified by the Port Authority. Currently, the Secure Worker Access Consortium (“S.W.A.C.”) is the only Port Authority approved provider to be used to conduct background screening, except as otherwise required by federal law and/or regulation. Information about S.W.A.C., instructions, corporate enrollment, online applications, and location of processing centers can be found at <http://www.secureworker.com>, or S.W.A.C. may be contacted directly at (877) 522-7922.

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Attachment I: Good Faith Outreach Summary Plan

Attachment II: Form PA3760 M/WBE and PA3760SDV1 SDVOB Outreach Plan and
Affirmation Statement

PART III – CONTRACT SPECIFIC TERMS AND CONDITIONS

1. General Agreement

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

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

2. Duration

a) The initial term of this Contract (the “Base Term”) shall commence on the specific date set forth in the Port Authority’s written notice of bid acceptance (the “Commencement Date”), on or about the date specified in Part II hereof, and unless otherwise terminated or revoked in accordance with the provisions hereof, shall expire as specified in Part II hereof. The Port Authority shall have the right to extend this Contract for additional period(s), either through an extension or option(s), as follows:

i) If specified as applicable to this Contract and set forth in Part II hereof, the Port Authority shall have the right to extend this Contract for additional period(s), through exercising an option(s) (the “Option Period(s)”) following the expiration of the Base Term, upon the same terms and conditions subject only to adjustments of charges, if applicable to this Contract, as may be hereinafter provided in the paragraph entitled “Price Adjustments.” If the Port Authority elects to exercise the Option Period(s) to extend this Contract, then, no later than thirty (30) days prior to the expiration date of the Base Term or current Option Period, the Port Authority shall send a notice that it is extending the term of this Contract, and this Contract shall thereupon be extended for the applicable Option Period. If the Contract provides for more than one Option Period, the same procedure shall apply with regard to extending the term of this Contract for succeeding Option Periods.

ii) Unless specified as not applicable to this Contract in Part II hereof, the Port Authority shall have the absolute right to extend the term for an additional period of up to one hundred and twenty (120) days subsequent to the expiration date of the Base Term, or the expiration date of the final exercised Option Period (the “Extension Period”), subject to the same terms and conditions as the previous

Contract period. The prices quoted by the Contractor for the previous Contract period shall remain in effect during this Extension Period without adjustment, unless otherwise provided in the Contract. If it so elects to extend the term of Contract, the Port Authority will advise the Contractor, in writing, that the term is so extended, and will stipulate the length of the Extension Period, at least thirty (30) days prior to the expiration date of the previous Contract period.

3. Payment

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

- a) Payment shall be made in accordance with the prices for the applicable Work (during the applicable Contract year) as they appear on the Pricing Sheet(s), as the same may be adjusted from time to time as specified herein, minus any deductions for Work not performed and/or any liquidated damages to which the invoice may be subject and/or any adjustments as may be required pursuant to increases and decreases in areas, frequencies, or quantity of personnel, if applicable. All Work must be completed within the time frames specified, or as designated by the Manager.
- b) The Contractor shall comply with the Port Authority's required invoice submission process, including, but not limited to submitting invoices electronically, for acceptance and verification by the authorized Port Authority personnel. Once approved invoices will be processed for payment. If notification is communicated that electronic invoicing is not available, invoices are to be sent electronically to the Project Manager.
- c) The Contractor shall submit to the Manager, on or by the fifth day of the month following the month of commencement of this Contract, and on or by the fifth day of each month thereafter (including the month following the termination, revocation or expiration of this Contract), a complete and correct invoice for the Work performed during the preceding month accompanied by such information as may be required by the Manager for verification. The invoice must show the Contractor's Federal Tax Identification Number and Purchase Order Number, if applicable. Payment of the invoice will be made within thirty (30) days of Port Authority verification that the invoice is complete and correct.

- d) No certificate, payment, acceptance of any Work or any other act or omission of any representative of the Port Authority shall operate to: (1) release the Contractor from any obligation under or upon this Contract; (2) estop the Port Authority from showing at any time that such certificate, payment, acceptance, act or omission was incorrect; or (3) preclude the Port Authority from recovering any monies (a) paid in excess of those lawfully due or (b) to which the Port Authority may be entitled on account of any damage sustained by the Port Authority.
- e) In the event an audit of received invoices should indicate that the correct sum due the Contractor for the relevant billing period is less than the amount actually paid by the Port Authority, the Contractor shall pay to the Port Authority the difference promptly upon receipt of the Port Authority's statement thereof. The Port Authority may, however, in its discretion elect to deduct said sum or sums from any subsequent monthly payments payable to the Contractor hereunder.

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

"Final Payment," as the term is used throughout this Contract, means the final payment made for services rendered in the last month of the term of this Contract (the "Last Month") whether such Last Month occurs during the Base Term, or any Option Period or Extension Period. However, should this Contract be terminated for any reason prior to any such Last Month, then Final Payment shall be the payment made for services rendered in the month during which such termination becomes effective. The Contractor's acceptance of Final Payment shall act as a full and complete release to the Port Authority of all claims of and of all liability to the Contractor for all things done or furnished in connection with this Contract and for every act and neglect of the Port Authority and others relating to or arising out of this Contract, including claims arising out of breach of contract and claims based on claims of third persons. No payment, however, final or otherwise shall operate to release the Contractor from any obligations in connection with this Contract.

4. Price Adjustment

All Contract prices submitted by the Contractor and agreed to by The Port Authority, shall be applicable to the three (3) years of the Base Term. For the Option Period(s) that are applicable to this Contract and are exercised hereunder, (excluding the 120 day Extension Period as described in the paragraph entitled "Duration/Escalation" or "Duration" in part II, hereof) The Port Authority shall adjust the compensation due to the Contractor utilizing the Consumer Price Index for CPI-All Urban Consumers (Current Series) **Series Id:**CUURS12ASA0L2,CUUSS12ASA0L2 Not Seasonally Adjusted **Series Title:** All items less shelter in New York-Newark-Jersey City, NY-NJ-PA, all urban consumers, not seasonally adjusted **Area:** New York-Newark-Jersey City, NY-NJ-PA **Item:** All items less

shelter **Base Period:**1982-84=100, published by the Bureau of Labor Statistics of the United States Department of Labor (hereinafter called the “Price Index”).

For the first one-year Option Period of the Contract, the Price Index shall be determined for the months of July 2028 and July 2029. The amounts payable to the Contractor in the final year of the Base Term shall be multiplied by a fraction the numerator of which is the Price Index for July 2029 and the denominator of which is the Price Index for July 2028. The resulting product shall be the amounts payable to the Contractor in the first Option Period.

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

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

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

5. Liquidated Damages

- a) The Contractor’s obligations for the performance and completion of the Work within the time or times provided for in this Contract are of the essence of this Contract. In the event that the Contractor fails to satisfactorily perform all or any part of the Work required hereunder in accordance with the requirements set forth in the Specifications (as the same may be modified in accordance with provisions set forth elsewhere herein) then damages for breach by the Contractor may be liquidated, but only at an amount which is reasonable in the light of the anticipated or actual harm caused by the breach, the difficulties of proof of loss, and the inconvenience or nonfeasibility of otherwise obtaining an adequate remedy, as follows:
 - i. In the event that during any monthly period the Contractor fails to satisfactorily perform any required daily inspection, preventive maintenance, or other recurring services specified in Part V, the amount payable to the Contractor shall be reduced by an amount equal to two

hundred percent (200%) of the applicable “All-Inclusive Monthly Unit Price” for the specific Work not satisfactorily performed, for each occurrence of non-performance.

- ii. If the Contractor fails to provide any monthly invoices, reports, records, and any other information or documentation required under this Contract within the time stipulated in this Contract, then the amount payable to the Contractor by the Port Authority shall be reduced by Fifty Dollars (\$50) per day, or part thereof, until the Contractor provides the required monthly invoices, reports, records, or any other information and documentation.
 - iii. In the event the Contractor fails to respond to Manager’s notification that Emergency Services are required or fails to begin providing Emergency Services within four (4) hours of such notification, then the amount payable to the Contractor by the Port Authority shall be reduced two hundred percent (200%) of the “Hourly Unit Price”, or part thereof, for each hour past the response time that the Contractor fails to respond to the Emergency Service request.
 - iv. In the event that the Contractor’s personnel fail to comply with the uniform and identification requirements as set forth in the Specifications, then the amount payable to the Contractor for such monthly period shall be reduced by an amount equal to Fifty Dollars (\$50) per day, or part thereof, per personnel that the Contractor’s personnel fails to comply with the uniform or identification requirements
 - v. In the event the Contractor fails to enter data into the computerized maintenance asset management system (CMMS) within the time required in the Specifications, and/or if the Contractor’s automation or monitoring system fails to communicate to the CMMS due to an internal component failure within the Contractor’s system (this excludes scheduled maintenance and repairs), then the amount payable to the Contractor shall be reduced by an amount equal to two hundred percent (200%) of the “All Inclusive Unit Price” for each day, or part thereof, that the required information remains outstanding, or the system failure remains unresolved, until corrected.
- b) The Manager shall determine whether the Contractor has performed in a satisfactory manner and his/her determination shall be final, binding and conclusive upon the Contractor.
 - c) Failure of the Manager or the Port Authority to impose liquidated damages shall not be deemed Port Authority acceptance of unsatisfactory performance or a failure to perform on the part of the Contractor or a waiver of its remedies hereunder.

6. Insurance Procured by the Contractor

The Contractor and its subcontractor(s) shall take out, maintain, and pay the premiums on insurance coverages required below, for the life of the Contract. General Liability Insurance shall be written on an ISO occurrence form CG 00 01 0413 or its equivalent covering the obligations assumed by the Contractor under this Contract, and including but not limited to premises-operations, products, completed operations, and independent contractors' coverage, with contractual liability language covering the obligations assumed by the Contractor under this Contract.

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

Automobile Liability Insurance - \$2 million per accident for bodily injury and property damage liability covering any auto, owned, non-owned, rented or hired automobiles.

Workers' Compensation and Employers Liability Insurance – to statutory limits and in accordance with the requirements of law in the state(s) where work will take place, and Employer's Liability Insurance of not less than \$1 million for bodily injury by accident and \$1 million for bodily injury by disease, and at least a \$1 million policy limit.

Coverage may be provided by a combination of a primary liability policy and a "follow form" excess or umbrella liability policy.

The liability insurance "other than professional" shall be written on an occurrence basis, as distinguished from a "claims made" basis, and shall not include any exclusions for "action over claims", insured vs. insured, and shall provide and encompass at least the following coverages:

Coverage for explosion, collapse and underground property damage (XCU) is not excluded; The insurance coverage (including primary, excess and/or umbrella) hereinafter afforded by the Contractor and all subcontractor(s) shall be primary insurance and non-contributory with respect to insurance purchased by the additional insureds; Excess/umbrella policies shall "follow form" to the underlying policy; Excess/umbrella policies shall have a liberalization clause and a drop down provision; To the extent any coverage the Contractor and subcontractor(s) obtains and/or maintains under this Contract contains "Other Insurance" language or provisions, such language or provisions shall not be applicable to the additional insureds or to any insurance coverage maintained by the additional insureds; All insurance policies shall include a waiver of subrogation, unless forbidden by law, in favor of the additional insureds; Defense costs must be outside of policy limits. Eroding limits policies are not permitted; In the event the Contractor and/or its subcontractors obtains and/or maintains insurance in an amount greater than the minimum limits required under this Contract, then the full limits of that insurance coverage will be available to respond to any claim asserted against the additional insureds that arises out of or is in any way connected with this Contract; Additional insureds coverage shall not be restricted to vicarious liability unless required by controlling law.

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

If any of the Work is to be done on or at Port Authority facilities by subcontractors and, if the Contractor requires its subcontractors to procure and maintain such insurance in the name of the Contractor, then such insurance as is required herein shall include and cover the additional insureds and it must have insurance limits not lower than those set forth by the Port Authority herein, along with all the insurance requirements in this section known as "Insurance Procured by the Contractor". All insurance coverage shall be provided by the Contractor and/or by or for any of its subcontractors at no additional expense to the Port Authority and its related entities. A copy of this section titled "Insurance Procured by the Contractor" shall be given to your insurance agent and subcontractors and shall form a part of the covered contract or subcontract for insurance purposes in furtherance of the insurance requirements under this Contract.

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

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of the Contract. The contractor, its subcontractors and its insurers shall not, without obtaining the express advance written permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of any court, tribunal, agency, special district, commission or other authority exercising judicial or regulatory functions over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, directors, officers, agents or employees, their affiliates, successors and/or assigns, the governmental nature of the Port Authority or the provision of any statutes respecting suits against the Port Authority. The Port Authority is an intended third-party beneficiary of the agreement between the Contractor, and each of its respective subcontractors and insurers, with the direct right to enforce the agreement with respect to this provision. Each policy above shall contain an endorsement that the policy may not be canceled, terminated, or modified without thirty (30) days' prior written notice to the Port Authority Att: Facility Contract Administrator, at the location where the work will take place with a copy to the General Manager, Risk Finance.

The Port Authority may, at any time during the term of this Contract, change or modify the limits and coverages of insurance.

Within five (5) days after the award of this Contract and prior to the start of any work, the Contractor must submit an original certificate of insurance to the Port Authority Facility Contract Administrator, at the location where the work will take place. This certificate of insurance must show evidence of the above insurance policy (ies), including, but not limited to, the cancellation notice endorsement, and state the contract number prior to the start of work. The Contractor is also responsible for maintaining and conforming to all insurance requirements from the additional insureds and their successors or assigns. The General Manager, Risk Finance must approve the certificate(s) of insurance before any work can begin. Upon request by the Port Authority, the Contractor shall furnish to the General Manager, Risk Finance, a certified copy of each policy, including the premiums.

If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as required, then the Contractor and all subcontractors shall suspend performance of the Contract at the premises until a satisfactory insurance policy (ies) and certificate of insurance is provided to and approved by Risk Finance, unless the Facility or Project Manager directs the Contractor, in writing, to continue to performing work under the Contract. If the Contract is so suspended, no extension of time shall be due on account thereof.

Initial certificates should be submitted to the Port Authority Contract Administrator, Renewal certificates of insurance or policies shall be emailed to certificates-portauthority@riskworks.com, and upon request from the additional insureds, their successors or assigns at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Finance must approve the renewal certificate(s) of insurance before work can resume on the facility. If at any time any of the certificates or policies shall become unsatisfactory to the Port Authority, the

Contractor shall promptly obtain a new and satisfactory certificate and policy and provide same to the Port Authority. Failure by the Contractor to meet any of the insurance requirements, including the requirement that the Port Authority be afforded the full extent of the insurance

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obtained under this Contract without limitation, shall be deemed a material breach of contract and may be a basis for termination of this Contract by the Port Authority.

The requirements for insurance procured by the Contractor and subcontractor(s) shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Contractor or its liability under this Contract. The insurance requirements are not a representation by the Port Authority as to the adequacy of the insurance necessary to protect the Contractor against the obligations imposed on it by law or by this or any other contract. CITS01-2026-0033

7. Increase and Decrease in Areas, Frequencies or Quantity of Personnel

The Manager shall have the right, at any time and from time to time in his/her sole discretion, to increase or decrease the areas, frequencies, and/or quantity of personnel of all or any part of the Work required hereunder and/or to add areas not described herein in the Specifications or to remove areas or parts of areas, or reduce frequencies, or to remove quantities of personnel, which are hereunder so described. In the event the Manager decides to change any areas, frequencies and/or quantities of personnel, the Manager will notify the Contractor not less than seven(7) business days prior to the effective date of said changes, which will be specified in said notice.

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

Where no specific Unit Price has been quoted for the type of Work to be increased or decreased, the Manager shall have the right to negotiate the compensation to reflect such change, whether an increase or decrease in areas, frequencies, and/or quantities of personnel, which, in the opinion of the Manager, is necessary to complete the Work, by multiplying the increased or decreased amount by the negotiated rate.

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

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

Any increases in areas, frequencies, and/or quantities of personnel shall not constitute Extra Work and, as such, shall not be limited by the Extra Work provisions of this Contract.

8. Extra Work

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

An increase in areas, frequencies, or quantity of personnel does not constitute Extra Work, but shall be compensable based on the prices in the Pricing Sheet(s) and the paragraph herein titled "Increase or Decrease in Areas, Frequencies or Quantity of Personnel."

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

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

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

"Employees," as used above, means only the employees of one employer.

"Net Cost" means the Contractor's actual cost after deducting all permitted cash and trade discounts, rebates, allowances, credits, sales taxes, commissions, and refunds (whether or not any or all of the same shall have been taken by the Contractor) of all parts and Materials purchased by the Contractor solely for the use in performing its obligation hereunder provided, where such purchase has received the prior written

approval of the Manager as required herein. The Contractor shall promptly furnish to the Manager such bills of sale and other instruments as the Manager may require, executed, acknowledged and delivered, assuring to the Manager that title to such materials, supplies, equipment, parts, and tools is free of encumbrances.

“Materials” means temporarily-installed and consumable materials as well as permanently-installed materials.

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

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

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

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

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

The Contractor shall supply the amount of Materials, supplies, equipment and personnel required by the Manager within forty-eight (48) hours following the receipt of written or oral notification from the Manager, or in the case of an emergency as determined by the Manager, within eight (8) hours following the receipt by the Contractor of the Manager’s written or oral notification. Where oral notification is provided hereunder, the Manager will thereafter confirm the same in writing.

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

9. Minority Businesses, Women-Owned Businesses and Service-Disabled Veteran Owned Business Enterprises

The Port Authority requires the Bidder/Contractor to use every good faith effort to ensure that qualified Minority Business Enterprises (MBEs), Women-owned Business Enterprises (WBEs), and Service-disabled Veteran Owned Businesses (“SDVOBs”) are provided an equal opportunity to participate in the work as subcontractors in accordance with applicable law.

The Contractor specifically acknowledges and agrees that the requirements set forth in this provision may be revised or updated from time to time by the Port Authority, in its sole discretion, so long as the revisions as a whole, will not materially modify the requirements in a manner which is adverse to the Contractor.

MBE, WBE, and SDVOB Outreach Goals

The Port Authority has set certain good faith goals for participation in the work by subcontractors engaged by the Contractor in accordance with a market analysis of MBE, WBE, or SDVOB businesses available to participate in the work. The Port Authority analysis estimated that 20% and 10% of the dollar value of the total Contract price would be expected to be performed by MBE and WBE firms respectively. The Port Authority has also set a good faith goal for SDVOBs at 3%. As such, the Port Authority requires its Contractors performing work to use **Good Faith Efforts** (as defined below) to locate MBE, WBE, and SDVOB firms and provide such firms opportunity(ies) to bid or propose to participate in the work (such outreach efforts are hereinafter referred to individually as “**MBE Outreach Goals**,” “**WBE Outreach Goals**,” and “**SDVOB Outreach Goals**,” and collectively as “**Outreach Goals**”). With respect to MBE Outreach Goals, the Bidders must seek out Minorities in each category of the definition of that term as set forth in the Standard Contract Terms and Conditions.

Selection Standard

After satisfaction of the Outreach Goals, the Bidder/Contractor is to make its final selection of award based on a determination of the best value proposal after consideration of such matters as price, quality of proposed work plan, past experience with the respective firm, and the Contractor’s obligation to effectuate the agency’s supplier selection goals included in its contract with the agency, such as: (i) the requirement that a vendor have sufficient capability to perform work obligations and (ii) agency requirements which seek to have work awarded to (w) new vendors, (x) vendors operating locally or providing local community benefits for the agency, (y) vendors who operate small firms or (z) vendors who have overcome disadvantages, in all cases in accordance with federal and state law which prohibit preferences based on race, national origin, color or sex (the “**Selection Standard**”).

Outreach Plans

With its bid, the Bidder is required to submit plans detailing information about the manner in which it offered and will seek to offer the opportunity to bid or propose on the subcontracted work by MBE, WBE, and SDVOD businesses (a “**MBE Outreach Plan**,” a “**WBE Outreach Plan**” and a “**SDVOB Good Faith Outreach Plan**”,

collectively, the “**Outreach Plans**”), using the forms available at the following link: <https://www.panynj.gov/port-authority/en/business-opportunities/Vendor-Resources.html> under “Good Faith Outreach”.

The Outreach Plans shall be reviewed from time to time by the Parties and may be modified only with the written approval of the Port Authority. The Outreach Plans shall be updated following the written approval of a Port Authority authorized representative, not to be unreasonably withheld, conditioned, or delayed.

For the avoidance of doubt, a failure by the Contractor to satisfy its responsibilities under its submitted and approved Outreach Plans shall not constitute a breach of its agreement nor shall such failure, in and of itself, give rise to an event of default, unless it is demonstrated that the Contractor consistently and materially failed to comply with the Outreach Plans.

The Contractor shall use, monitor, document and maintain a record of every Good Faith Effort (as defined below) to comply with the Outreach Plans. All information to allow the Port Authority to track such Good Faith Efforts will be provided by the Contractor.

Good Faith Efforts

Good faith efforts to satisfy the Outreach Plan to include participation by MBEs, WBEs, and SDVOBs in bid and proposal activities with respect to the subcontracted work include, among other efforts, the following (each a “**Good Faith Effort**,” and collectively, “**Good Faith Efforts**”:

Regular attendance at and participation in MBE, WBE, or SDVOB workshops and pre-bid meetings, if any, scheduled by the Port Authority;

Attendance at Outreach Plan progress meetings, if any, scheduled by the Port Authority, to discuss good faith efforts being implemented by the Contractor to seek out MBE, WBE, or SDVOB firms for potential subcontracting opportunities;

(c) Utilizing the Port Authority’s Directory of certified MBE, WBE and SDVOB businesses available on-line at <https://panynj.diversitysoftware.com>;

(d) Active and affirmative solicitation of bids or proposals for subcontracts from MBE, WBE, and SDVOB businesses including circulation of solicitations to Minority and women contractor associations;

(e) Advertisement in general circulation media, trade association publications and Minority-focused media including bilingual media, for a reasonable period before commencement of the work, as the case may be;

(f) To the extent commercially reasonable and where practicable, dividing the work to be subcontracted into smaller packages designed for small business enterprises (including MBE, WBE and SDVOB businesses) or encouraging the formation of joint ventures, partnerships or similar arrangements among subcontractors to foster small business participation;

(g) Utilizing the services of available Minority and women’s community organizations; contractors’ groups; local, State and Federal business assistance/development offices and other organizations that provide assistance to MBE, WBE, and SDVOB businesses to seek out such businesses

- (h) Nominating subcontractors for participation in business assistance programs sponsored by the Port Authority or the Regional Alliance for Small Contractors such as the Loaned Executive Assistance Program (L.E.A.P);
- (i) Participating in annual reviews by the Port Authority of its compliance with its Outreach Plans; and
- (j) Develop and execute outreach events to increase MBE, WBE, and SDVOB participation in subcontractor selection panels

Good Faith Efforts to achieve compliance with the Outreach Plans will be deemed fully met only if the slate of subcontractors considered for a portion of the subcontracted work the Contractor includes MBE, WBE, and SDVOB businesses at the level set forth above. For avoidance of doubt, such MBE, WBE or SDVOB subcontractors on the slate need not be awarded subcontracts in order that the Outreach Plans be deemed satisfied;

if the MBE, WBE, or SDVOB opportunities to bid or propose on the subcontracted work constitutes a commercially useful function which is a distinct element of work on a contract and the responsibilities for which are actually performing, managing, and supervising said subcontracted work. However, if the arrangement being evaluated erodes the ownership, control or independence of the MBE/WBE/SDVOB or if its role is limited to that of an extra participant in a transaction or contract through which funds are passed in order to obtain the appearance of MBE/WBE/SDVOB participation, or if the arrangement in any other way does not meet the commercially useful function requirement, the inclusion of an M/WBE or SDVOB firm on a slate of bidders or proposers for subcontracted work will not be counted toward meeting the Outreach Goal (provided that an MBE/WBE/SDVOB will be provided an opportunity upon request, to rebut a determination by the Authority that the MBE/WBE/SDVOB is not performing a commercially useful function to the Authority); if the MBE/WBE/SDVOB employs a workforce (including administrative and clerical staff) separate and apart from that employed by the Contractor or their affiliates. This does not preclude the employment by the MBE/WBE/SDVOB of an individual that has been previously employed by the Contractor; provided that the individual was independently recruited by the MBE/WBE/SDVOB in accordance with customary industry practice and there has been no routine transfer of work crews from another employer to the MBE/WBE/SDVOB;

if the subcontracted work to be bid or proposed on by the MBE, WBE, or SDVOB will be controlled and supervised by said firm without duplication of supervisory personnel from the Contractor or their affiliates (other than routine communication between the supervisory personnel of the subcontractor and other supervisors necessary to coordinate the work);

if the MBE/WBE/SDVOB firms given an opportunity to bid or propose, are given such opportunities through a joint venture, only the percentage amount equal to the proportion of the total dollar value of the subcontract to be awarded equal to the distinct, clearly defined portion of the subcontracted work the MBE/WBE/SDVOB is proposed to perform with its own force will be counted towards the respective Outreach Goal; and

if an MBE, WBE, or SDVOB proposes to subcontract to another firm part of the work to be awarded, the value of the subcontracted work may be counted toward Outreach Goals only if the proposed subcontractor is also itself an MBE, WBE, or SDVOB respectively.

Counting MBE/WBE/SDVOB Participation

Certification of MBEs/WBEs/SDVOBs are made by the Port Authority. Please go to <http://www.panynj.gov/business-opportunities/sd-mwsdbe-profile.html> to search for MBE/WBE/SDVOBs by a particular commodity or service. The Port Authority makes no representation as to the financial responsibility of these firms or their ability to perform work under this Agreement.

The value of the Work performed by an MBE/WBE/SDVOB, with its own equipment, with its own forces, and under its own supervision will be counted toward the goal, provided the utilization is a commercially useful function, unless the total value of the Contract is over \$2 Million Dollars.

Where the total value of the Contract is over \$2 Million Dollars, the Contractor's self-performance will not count towards the MBE/WBE/SDVOB Outreach Goal.

An MBE/WBE/SDVOB prime contractor shall still provide opportunities for participation by other MBE/WBE/SDVOBs. Work performed by MBE/WBE/SDVOBs will be counted as set forth below. If the Authority determines that some or all of the MBE/WBE/SDVOBs work does not constitute a commercially useful function, only the portion of the work considered to be a commercially useful function will be credited toward the goal.

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

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

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

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

Joint Venture: Joint ventures between MBE/WBE/SDVOBs and non-MBE/WBE/SDVOBs may be counted toward the MBE/WBE/SDVOB goal in proportion to the total dollar value of the Agreement equal to the distinct, clearly defined portion of the work of the Agreement that the MBE/WBE/SDVOB performs with its own forces. Contact ODEI at (201) 395-3117 for more information about requirements for such joint ventures.

Monthly Report

The Contractor will submit a report each month (“**Monthly Report**”) to the Port Authority providing information on its **Outreach Plans**. Such Monthly Reports shall be submitted in an Excel format, or such other forms or a third-party platform as advised by the Port Authority, that include for every MBE, WBE, and SDVOB firm who were contacted to bid or propose to participate in the work, the names of the firms, locations and type of subcontracting services provided.

GOOD FAITH OUTREACH PLAN SUMMARY

PA 3760 / 04-26

Office of Diversity, Equity & Inclusion (ODEI)

NOTE: The Prime is required to submit any modifications to the approved plan (post-award) to the Port Authority's Project Manager. All modifications are subject to ODEI's approval.

Project Number:

Prime Company Name and Address:

Project Title:

Facility Location: Choose from the dropdown list

Prime Contact Name:

Total Contract Amount:

Prime Contact E-mail:

Good Faith Outreach Goal: **MBE 20%, WBE 10% and SDVOB 3%**

Prime Contact Phone Number:

Search our database of certified businesses [click here](#)

Subcontractors/Subconsultants Company Name, Address, Phone Number, Contact Person Name, Email Address		Indicate MBE, WBE, SDVOB	Description of work and specify "supply" and/or "install (if applicable)"	Anticipated date work will start and finish	* Approximate \$ amount MBE/WBE/SDVOB Subcontract	MBE/WBE/SDVOB % of Total Contract \$ Amount
Company Name	Phone Number	☐ MBE		Start		
Contact Person Name	Email Address	☐ WBE		Finish		0.00%
Company Address		☐ SDVOB				
		☐ Supplier				
Company Name	Phone Number	☐ MBE		Start		
Contact Person Name	Email Address	☐ WBE		Finish		0.00%
Company Address		☐ SDVOB				
		☐ Supplier				
Company Name	Phone Number	☐ MBE		Start		
Contact Person Name	Email Address	☐ WBE		Finish		0.00%
Company Address		☐ SDVOB				
		☐ Supplier				
Company Name	Phone Number	☐ MBE		Start		
Contact Person Name	Email Address	☐ WBE		Finish		0.00%
Company Address		☐ SDVOB				
		☐ Supplier				
If you need additional lines to add more contractors or sub-contractor suppliers, please click here ☐				Total:	\$ 0.00	0.00%
				M/WBE:	\$ 0.00	0.00%
				WBE:	\$ 0.00	0.00%
				SDVOB:	\$ 0.00	0.00%

By signing this form, PA 3760, the Prime attests that the subcontractors/subconsultants are aware of this Outreach Plan and shall perform the services as provided herewith.

I certify that I have read the PA 3760 Outreach Plan and Affirmation Statement and the information contained in it is true. I fully understand that any false statement within this submittal may prevent the company and/or the undersigned from being found to be responsible Bidders/Proposers in connection with future agreements. In addition, any false statement within this submittal may subject the company and/or the undersigned to criminal charges in the state and federal courts of New York and New Jersey.

FOR PRIME CONTRACTOR/CONSULTANT USE

Title:

Print Name:

Date:

Signature:

FOR ODEI USE ONLY

Participation Plan ☒ Approved ☐ Waived ☐ Rejected

Department:

Print Name:

Date:

Signature:

ACKNOWLEDGEMENT BY NOTARY PUBLIC

PA 3760

**OUTREACH PLAN AND AFFIRMATION
STATEMENT**

STATE OF)
COUNTY OF) S.S.:

On the Day day of Select Month in the year Year before me, the above undersigned, personally appeared
, the , of , personally know to me or proved to me on the basis of satisfactory
evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she executed the
same in his/her capacity.

Name of Notary (print)



(Affix Notary Stamp Here)

My Commission Expires

(Notary Signature)

(Date)

M/WBE GOOD FAITH OUTREACH PLAN AND AFFIRMATION STATEMENT

PA 3760A /04-26

Instructions: Submit one OUTREACH PLAN AND AFFIRMATION STATEMENT form for each MBE/WBE firm used on this Contract. To avoid undue repetition, the following terms, as used in this Agreement, shall be construed as follows: Bidder/Proposer/Respondent - can used interchangeably and mean any Contractor, Consultant, Supplier, or Vendor who submits a response to this solicitation.

BID NUMBER AND TITLE: _____

BIDDER:

Name of Firm: _____

Address: _____ Telephone: _____

Email Address: _____

MBE/WBE:

Name of Firm: _____

Address: _____ Telephone: _____

Description of work to be performed by MBE/WBE: _____

Calculation (supply only): _____

The Bidder is committed to utilizing the above-named MBE/WBE for the work described above. The estimated dollar value of this work is \$ _____)

The anticipated start date is _____ and the anticipated completion date is _____.

AFFIRMATION of MBE/WBE

The above-named MBE/WBE affirms that it will perform the portion of the Contract for the estimated dollar value as stated above and that our certification is not expired..

Certification expiration date: _____

By: _____ Date: _____

Signature of Principal or Officer of MBE/WBE – Print Name and Title

I _____ (print name), an officer of _____ (company name), certify that I have read the PA 3760A M/WBE Good Faith Outreach Plan and Affirmation Statement and the information contained in it is true. I fully understand that any false statement within this submittal may prevent the company and/or the undersigned from being found to be responsible Bidders/Proposers in connection with future agreements. In addition, any false statement within this submittal may subject the company and/or the undersigned to criminal charges in the state and federal courts of New York and New Jersey.

Signature of Bidder _____ Title _____ Date _____

Please Note: Only 60% of the expenditure to a MBE/WBE material supplier will be counted toward the M/WBE Good Faith Outreach Goal. Please show calculation above. Example: \$100,000 x 60% = \$60,000 estimated MBE/WBE dollar value of work. Plan cannot be accepted without calculation.

SDVOB GOOD FAITH OUTREACH PLAN AND AFFIRMATION STATEMENT

PA 3760SDV1 / 04-26

Instructions: Submit one SDVOB GOOD FAITH OUTREACH PLAN AND AFFIRMATION STATEMENT form for each SDVOB firm used on this Contract. To avoid undue repetition, the following terms, as used in this Agreement, shall be construed as follows: Bidder/Proposer/Respondent - can used interchangeably and mean any Contractor, Consultant, Supplier, or Vendor who submits a response to this solicitation.

BID NUMBER AND TITLE: _____

BIDDER:

Name of Firm: _____

Address: _____ Telephone: _____

Email Address: _____

SDVOB:

Name of Firm: _____

Address: _____ Telephone: _____

Description of work to be performed by SDVOB: _____

Calculation (supply only): _____

The Bidder is committed to utilizing the above-named SDVOB for the work described above. The estimated dollar value of this work is \$ _____

The anticipated start date is _____ and the anticipated completion date is _____

AFFIRMATION of SDVOB

The above-named SDVOB affirms that it will perform the portion of the Contract for the estimated dollar value as stated above and that our certification is not expired.

Certification expiration date: _____

By: _____ Date: _____

Signature of Principal or Officer of SDVOB – Print Name and Title

I _____ (print name), an officer of _____ (company name), certify that I have read the PA 3760SDV1 SDVOB Good Faith Outreach Plan and Affirmation Statement and the information contained in it is true. I fully understand that any false statement within this submittal may prevent the company and/or the undersigned from being found to be responsible Bidders/Proposers in connection with future agreements. In addition, any false statement within this submittal may subject the company and/or the undersigned to criminal charges in the state and federal courts of New York and New Jersey.

Signature of Bidder _____ Title _____ Date _____

Please Note: Only 60% of the expenditure to a SDVOB material supplier will be counted toward the SDVOB Good Faith Outreach Goal. Please show calculation above. Example: \$100,000 x 60% = \$60,000 estimated SDVOB dollar value of work. Plan cannot be accepted without calculation.

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

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

1. SIGNATURE SHEET

OFFER: The undersigned offers and agrees to furnish to the Port Authority of New York and New Jersey the services and/or materials in compliance with all terms, conditions, specifications and addenda of the Contract. Signature also certifies understanding and compliance with the certification requirements of the standard terms and conditions as contained in the Standard Contract Terms and Conditions. This offer shall be irrevocable for ninety (90) days after the date on which the Port Authority opens this Bid.

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

Bidding Entity's Legal Business Name _____

Bidder's Address _____

City, State, Zip _____

Telephone No. _____ FAX _____

Email _____ EIN# _____

SIGNATURE _____ Date _____

Print Name and Title _____

ACKNOWLEDGEMENT:

STATE OF: _____

COUNTY OF: _____

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

Notary Public

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

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

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

2. NAME AND RESIDENCE OF PRINCIPALS SHEET

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

NAME

TITLE

ADDRESS OF RESIDENCE
(Do not give business address)

3. PRICING SHEET(S)

Entry of Prices

- a. The prices quoted shall be written in figures, in ink, preferably in black ink where required in the spaces provided on the Pricing Sheet(s) attached hereto and made a part hereof. Prices must be quoted in United States Dollars. All figures inserted will be interpreted as being quoted in United States Dollars.
- b. All Bidders are asked to ensure that all charges quoted for similar operations in the Contract are consistent.
- c. Prices must be submitted for each Item required on the Pricing Sheet(s). Bidders are advised that the Items on the Pricing Sheet(s) correspond to the required services set forth in the Specifications.
- d. Bidders must insert all figures as required and verify all computations for accuracy. The Port Authority reserves the right, in its sole judgment, to: (1) reject Bids without checking them for mathematical errors or omissions; (2) reject Bids that contain or appear to contain errors or omissions; and (3) supply corrections to Bids that contain or appear to contain mathematical errors and omissions. In the event the Port Authority supplies such corrections to bids, the Port Authority reserves the right to compute the Total Estimated Contract Price based upon the Unit Prices inserted by the Bidder, which amount shall govern in all cases.
- e. In the event that a Bidder quotes an amount in the Total Estimated column but omits to quote a Unit Price for that amount in the space provided, the Port Authority reserves the right to compute and insert the appropriate Unit Price.
- f. The Total Estimated Contract Price is solely for the purpose of facilitating the comparisons of Bids. Compensation shall be in accordance with the section of this Contract entitled "Payment."
- g. The Total Estimated Three (3) Year Contract Price shall be obtained by adding the Total Estimated Contract Price for Exhibits A, B, C, D, E, and the Estimated Allowance for SWAC.
- h. Bidders are instructed to include the line item estimated total for SWAC when establishing their Total Estimated Contract Price.
- i. All quantities shown, including the estimated price for SWAC services, are estimated.
- j. Only actual prices and quantities of materials consumed under the subject Contract will be considered upon submittal by the Contractor of a true and correct invoice.
- k. Only the staff that pass and are granted a SWAC credential may be reimbursable to the Contractor (and its subcontractors), if approved in advance by the Manager in writing.

Refer to the Excel spreadsheet entitled “ Part IV Pricing Sheet ” and complete pricing

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Attachment A: Inspection Sheet Monday Wednesday Friday 2026

Attachment B: Newark Daily Pm Sheet Tuesday And Thursday 2026

Attachment C: Spare Part Inventory

Attachment D: ACS (Data Templates)

Attachment E: CMMS- Screenshot Examples

PART V – SPECIFICATIONS

1. Specific Definitions

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

“Facility” means Newark Liberty International Airport (“EWR”), including, but not limited to the following buildings which are under Port Authority control or operation: Building 1 (Terminal B and Federal Inspection Station (“FIS”)), C garage, P4 garage, AirTrain stations and Rail Link stations.

“Helper” means a Mechanic’s helper who has thorough training, extensive hands-on experience, and who has achieved competence in assisting the Mechanic in the field of maintenance and repair of automatic doors

“Manager” means the Port Authority representative or his/her designee who will administer this Contract and verify Contractor compliance.

“Materials” mean temporary, consumable, and permanent materials, parts, and components used in the performance of Work pursuant to this Contract.

“Mechanic” means an individual who has training, extensive hands-on experience, and who has achieved competence in the field of maintenance and repair of automatic doors.

“Net Cost” means the Contractor’s actual cost after deducting all permitted cash and trade discounts, rebates, allowances, credits, sales taxes, commissions, and refunds (whether or not any or all of the same shall have been taken by the Contractor) of all parts, Materials, supplies, tools, and labor purchased by the Contractor solely for the use in performing its obligations hereunder, provided such purchase or lease has received the prior written approval of the Manager as required in these Specifications.

“Overtime Hours” mean the hours of 4:01 PM to 7:59 AM, Monday through Friday and all day Saturday, Sunday and Holidays.

“Regular Hours” mean the hours of 8:00 AM to 4:00 PM Monday through Friday, exclusive of Saturdays, Sundays, and Port Authority Holidays.

2. Work Required by the Specifications

These Specifications relate generally to the performance of maintenance, repair, and inspection of automatic doors at Newark Liberty International Airport, and the furnishing of materials and related parts for the automatic doors. The Contractor shall furnish all supervision, labor, material, supplies, and transportation necessary to inspect, maintain, and repair the automatic doors at the Facility.

3. Personnel Assurance Program

As directed by the Manager, the Contractor is required to have certain individuals of its staff, and any subcontractor's staff, materialmen, visitors or others over whom the Contractor/subcontractor has control, who have access to certain areas, systems or information, authorize the Authority and/or PATH or its designee to perform background checks and a personal identity verification check. Such background checks shall be performed through the Authority's personnel assurance program provider. The Secure Worker Access Consortium (S.W.A.C.) is the only Port Authority approved provider to be used to conduct background screening and personal identity verification, except as otherwise required by federal law and/or regulation (such as the Transportation Worker Identification Credential for personnel performing in secure areas at Maritime facilities). Information about S.W.A.C., instructions, corporate enrollment, online applications, and location of processing centers can be found at <http://www.secureworker.com>, or S.W.A.C. may be contacted directly at (877) 522-7922 for more information and the latest pricing. The cost for said background checks for staff that pass and are granted a credential may be reimbursable to the Contractor and its subcontractors, if approved in advance by the Manager in writing. Staff that are rejected for a credential for any reason are never reimbursable.

4. Daily Inspection of Automatic Doors

The Contractor shall perform daily inspections to keep the Facility's doors working in a proper, safe, and efficient operating condition. The daily inspections will take place Monday through Friday between the hours of 6:00 AM and 12:00 PM (see schedule below), and will consist of, but not be limited to, a walkthrough during which the Contractor will inspect and test each door to ensure they are operational, and check that all door safety devices, switches, and door mechanisms are in proper working order. During the walkthrough the Contractor will inspect and make required minor repairs, for example reposition doors knocked out in panic position, and adjust sensors and safety switches, as necessary. The Contractor must submit a daily checklist to the Manager, for review, identifying which doors were inspected and repaired. The Contractor shall use the provided form "Newark Daily Inspection Sheet: Monday / Wednesday / Friday" (Attachment A), and the "Newark Daily Inspection Sheet: Tuesday / Thursday" (Attachment B) to document the inspections and repairs.

The Contractor will adhere to the following schedule for inspections:

Mondays, Wednesdays, and Fridays	6:00 am – 12:00 pm	Inspect all doors at Building 1, Terminal B, and FIS
Tuesdays and Thursdays	6:00 am – 12:00 pm	Inspect all doors at C garage, P4 garage, AirTrain stations, and RailLink

All cost associated for inspections of all doors must be included in the “All-Inclusive Monthly Unit Price” inserted by the Contractor, and agreed to by the Port Authority, in Contractor’s Pricing in “Exhibit A - Daily Inspection, Preventive Maintenance and Repairs”.

5. Maintenance of Automatic Doors

The Contractor shall maintain the automatic doors in compliance with the American National Standard Institute (“ANSI”) A156.10 and A156.19. The Contractor shall examine, clean, lubricate, and make necessary adjustments and repairs to each automatic door and associated equipment at least once every month, on or before the fifteenth (15th) day of each month. This Work will be performed during Regular Hours. The Contractor shall maintain each door in proper alignment for smooth, safe, and quiet operation.

In performing maintenance, the Contractor shall use all reasonable care to keep the automatic doors and equipment in proper, safe, and efficient operating condition, twenty-four (24) hours a day, seven (7) days a week. The Contractor shall furnish all labor, materials, supplies, parts, equipment, temporary barricades, warning signs, and take such other safety precautions as may be required, and do all things necessary or proper for, or incidental to, such maintenance. Maintenance under this Contract shall be deemed to include such removal and replacement of equipment and materials as may be necessary or desirable to afford access to the equipment for maintenance.

All maintenance shall be performed in accordance with all applicable federal, state, and local laws, rules, regulations, orders, or other similar requirements.

If the Contractor encounters any deficiencies, the Contractor must report these deficiencies to the Manager by the end of the first Preventative Maintenance cycle.

In the event the Contractor deems any door to be in an unsafe condition, or needs to be replaced due to worn, failing, or non-operational components, then the Contractor must verbally notify the Manager immediately of such condition. The Contractor must have the Manager’s approval prior to servicing or replacing any parts or components. Unless otherwise agreed to or delineated by the Manager, the Contractor shall replace any worn, failing, or non-operational components with new components of current design manufacturers.

All cost associated for maintenance of all doors must be included in the “All-Inclusive Monthly Unit Price” inserted by the Contractor, and agreed to by the Port Authority, in Contractor’s Pricing in “Exhibit A - Daily Inspection, Preventive Maintenance and Repairs”.

6. Emergency Service

In providing emergency service, the Contractor has the obligation to respond to the Facility with a qualified mechanic within four (4) hours of notification by the Manager to start performing emergency services. The Manager will determine what situations or conditions will be deemed an emergency requiring emergency service.

The Contractor's personnel responding to an emergency service shall investigate any and all malfunctions or other operational problems and perform the necessary adjustments and repairs. If the Contractor believes that the repair cannot be performed during the initial emergency service, they shall so advise the Manager, and with the Manager's approval the repair can be delayed but shall commence no later than 8:00 AM at the start of the next regular workday.

Compensation for emergency service will be in accordance with the “Hourly Unit Price” inserted by the Contractor, and agreed to by the Port Authority, in Contractor’s Pricing in “Exhibit B - Labor For Repairs Resulting from Negligence, Misuse, Accidents, Vandalism, Abuse and Emergency”. There will be no additional compensation for travel to and from the Facility, vehicle expenses such as fuel and tolls.

7. Replacement of Materials and Parts

The Contractor shall stock and keep in the Contractor’s vehicle and have quick access to, in the New York-New Jersey Metropolitan area, a sufficient supply of spare parts and materials, tools, or other equipment as may be necessary, to make replacements and repairs within twenty-four (24) hours of notification by the Manager, without any delay.

The Contractor is required to keep a stock of Materials deemed necessary by the Port Authority on hand at EWR in an Authority controlled cabinet so there is a basic inventory of critical parts on hand for the Contractor’s use. These materials will be replenished as used at no extra cost to the Authority. Please see Attachment C for the material list.

All materials and parts of the doors and equipment which for any reason become unsuitable for use shall be repaired or replaced.

Materials and parts requiring replacement under this Contract shall be replaced with the same type and manufacture and of current design, or equal, as approved by the Manager, unless otherwise agreed to or delineated by the Manager. All materials and parts shall be compatible with the current installed parts and equipment, including Original Equipment Manufacturer (OEM).

All cost for materials and parts for daily inspection, preventive maintenance and repairs, must

be included in the “All-Inclusive Monthly Unit Price” inserted by the Contractor, and agreed to by the Port Authority, in Contractor’s Pricing in “Exhibit A - Daily Inspection, Preventive Maintenance and Repairs”.

8. Annual Certification Inspection

The Contractor shall perform a safety certification inspection of each door using an American Association of Automatic Door Manufacturers (“AAADM”) certified inspector, and the inspection shall be in accordance with the AAADM requirements, within ninety (90) days of commencement of the Contract, and then annually thereafter. All door inspections must be completed within thirty (30) days of the annual certification inspection start date. The Contractor must affix a completed annual compliance inspection label at the bottom of the safety information label affixed to each door. A completed inspection report of the annual certification for each door must be submitted to the Manager for review and record within thirty (30) days of the completion of inspections of all doors. The Contractor shall be compensated for this Work in accordance with pricing inserted in Exhibit D of the Contractor’s Pricing Sheets, and agreed by the Port Authority.

9. Service Maintenance Form

Within ten (10) calendar days of Contract award, the Contractor shall submit for the Manager’s approval a service maintenance form to be used for all Work performed under this Contract. The form shall include, in addition to any pertinent data, the Mechanic’s and Helper’s times of arrival and departure, materials used, items repaired or replaced, the hours the door was out of service, a checklist indicating the specific components which were adjusted, repaired or replaced, and the Mechanic’s name.

At the start and completion of each daily inspection, maintenance, and any other repair, the Contractor's personnel shall report to the Manager or his/her designee at Building #80, Electrical Maintenance Office, Room 107, Newark Liberty International Airport (“Building 80”). The Contractor’s personnel shall keep the Manager informed of the Work performed by them by furnishing him/her with a completed service maintenance form and by entering visit specific information in the Building 80 office logbook. The Manager shall approve all completed service maintenance forms, which must be attached to and submitted with each of the Contractor's invoices. The Port Authority will not process any invoices that do not have an approved service maintenance form attached.

10. Repairs Resulting from Negligence, Misuse, Accidents, Vandalism, Abuse and Emergency

The Contractor must obtain the Manager’s or his/her designee’s prior approval before any repairs and/or replacements are made resulting from negligence, misuse, accidents, vandalism, or misuse. Any parts that are replaced must be returned to the Port Authority.

Compensation for labor for services resulting from negligence, misuse, accidents, vandalism, abuse and emergency will be in accordance to the percentage inserted on Exhibit D of the

Contractor's Pricing Sheets, and as accepted by the Port Authority.

Compensation for parts and materials required under this clause will be in accordance with the percentage inserted by the Contractor in Exhibit D - Parts and Materials for Repairs Resulting from Negligence, Misuse, Accidents, Vandalism, Abuse and Emergency of the Pricing Sheets, and as accepted by the Port Authority.

The Contractor shall obtain the written approval of the Manager prior to making any expenditures hereunder for any item of Materials pursuant to this clause.

Whenever any Work is performed (whether by the Contractor directly or through a subcontractor), the Contractor shall, at the completion of Work, submit to the Manager:

a memorandum showing the amount and character of the Materials furnished for such Work, from whom they were purchased and the amount to be paid therefor, and

a memorandum of equipment used in the performance of such Work, showing the rental amount claimed therefor.

The memorandum of Materials and memorandum of equipment are to be submitted by the Contractor to the Port Authority for the purpose of enabling the Manager to determine the amounts to be included for Materials and equipment used in the performance of Work and the amount to be paid by the Port Authority under this numbered clause. The failure of the Contractor to furnish (1) the memorandum of Materials, (2) the memorandum of equipment, or (3) both memoranda with respect to any Work shall constitute a conclusive and binding determination on his/her part that the Contractor has waived all claims for payment for such Materials, equipment, or both Materials and equipment, as applicable.

11. Removal of Waste Materials

The Contractor agrees that all waste, rubbish, refuse and debris shall be removed from the Facility each day work is performed during the term of the Contract and the area shall be left in acceptable, orderly condition to the satisfaction of the Manager.

12. Personnel Requirements

The Contractor shall furnish adequately trained and experienced personnel to perform the Work required by the Contract. All Work shall be performed by trained personnel, competently supervised by the Contractor, who shall be qualified to keep the doors adjusted and repaired in a safe and proper operating condition.

The Contractor shall use only AAADM certified inspectors in the maintenance and Repair services for all automatic doors at Newark Liberty International Airport

13. Uniforms and Badges

The Contractor shall provide, no more than ten (10) calendar days after award of Contract, distinctive uniforms to each employee performing the work required hereunder, which shall be

worn at all times while Work is being performed. Such uniforms shall include the Contractor's identification badge with picture ID bearing the employees name and shall be subject at all times to the Manager's approval.

The Contractor employees must present a neat, clean, and orderly appearance at all times while performing Work under this Contract. Personal clothing shall not cover any part of the uniform or identification badges.

The Manager shall have the right to require removal of any employee who fails to wear the proper uniform. The exercise of this right shall not limit the obligation of the Contractor to perform the Work or to furnish the required personnel to provide the required services.

14. Transportation for Contractor's Personnel

The Contractor shall provide work vehicles for the transportation of its employees, materials, and equipment to the various job sites at the Facility. The work vehicles must be clean, in safe operating condition, and free of major dents.

All Contractor's vehicles operated at the Facility in connection with this Contract shall be clearly labeled on both sides of the vehicle with the Contractor's name and address in contrasting lettering having a minimum dimension of 2" high with 1/2" thick lines. The Port Authority will provide designated Facility parking spaces for Contractor marked vehicles during the performance of Work under this Contract.

15. Safe Vehicle Operation

Contractor shall perform services in compliance with all Federal Motor Carrier Safety Administration ("FMCSA") regulations. The Contractor shall have in place an overall safety program, a driver's training program, and vehicle maintenance program. Upon request of the Port Authority, the Contractor must provide a written description of the aforementioned safety, training, and maintenance programs, or any other information relating to safety, including but not limited to, results of inspections and actions taken to remedy safety issues and violations. The Port Authority may evaluate the Contractor's overall safety program, with due regard to the services being performed. The Port Authority reserves the right to request changes in a Contractor's safety, training, and maintenance program to assure that they are rigorous and effective. In the event the Contractor is subject of an investigation, compliance review, and/or enforcement action related to safety, the Contractor must fully disclose said investigation, compliance review, and/or enforcement action(s) in accordance with the Standard Terms and Conditions, Part III.

16. Bond Requirements

Contractor must comply with all U.S. Customs and Border Protection ("Customs") rules and regulations, including, but not limited to the requirements set forth in 19 C.F.R. §§ 122.181 – 122.189 (Access to Customs Security Areas), as may be amended. The Contractor shall be responsible for any and all fees associated with obtaining, maintaining, and renewing Customs

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

17. Safety Provisions

In performance of Work pursuant to this Contract, the Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection (including personal protective equipment) to prevent damage, injury or loss to, all property and all employees, the public and any other persons or entities who may be affected thereby.

The Contractor shall be responsible for initiating and enforcing adherence to a sound and thorough safety program relative to the Work being performed.

All workers employed on this Contract will be equipped with all appropriate personal safety equipment including but not limited to steel toe shoes, work gloves, hearing protection, safety eye protection, dust masks, safety belts etc. Employees observed not wearing appropriate safety equipment may be removed from the job site.

18. Security Requirements

Companies contracted by the Port Authority to perform contractual services at EWR must have security identification badges. Therefore, the successful bidder, at the time of Contract Award, must submit a corporate package (company I.D. request form) to the Security I.D. Office at EWR. The Contractor must designate a Company Issuing Officer who will be responsible for processing all Security I.D. applications. This individual must attend an Issuing Officer training session conducted by the Port Authority Security I.D. Office prior to being certified as an Issuing Officer. The Issuing Officer is responsible for all aspects of the ID application process and for ensuring their employees obtain the necessary airport ID. The Issuing Officer must keep track of ID expiration dates, fingerprint expiration dates, and is responsible for keeping all employee ID's current and active for the duration of this Contract.

Two months after the start of the Contract, the Issuing Officer must submit to the Manager a list of at least two (2) other employees who possess active airport ID's. Thereafter, on a semiannual basis, and for the duration of the Contract, the Issuing Officer will submit a list of all employees with current active ID's for the Manager's review.

A detailed description of the Issuing Officer's responsibilities can be obtained upon request, from the Port Authority Security I.D. Office at EWR.

19. Individual Requirements

I.D. applicants must successfully undergo a Criminal History Records Check ("CHRC") in order to obtain an I.D. card. Applicants who do not pass the CHRC will not be eligible to work at EWR on this Contract. The fingerprinting fee is presently thirty dollars (\$30.00) per person which is not reimbursable by The Port Authority.

Applicants must:

Complete the Port Authority Security I.D. Application Form (PA 3757) and present it to an

authorized issuing officer for signature;

Possess a valid driver's license if operating a vehicle;

Complete and pass the Security Identification Display Area ("SIDA") training class;

Clear a CHRC fingerprint background check; and

Provide two forms of identification including a valid Social Security Card and a Government issued picture I.D. card.

The CHRC takes an average of two weeks for approval, therefore, we urge applicants to submit their applications as soon as possible. The Port Authority Security ID Office will provide the Security I.D. Application Form (PA 3757)

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

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

20. Safety Training

Work covered under this Contract requires working in the area of moving trains. The Contractor's personnel who will be working at this Facility under this Contract must attend the training sessions outlined below. The Port Authority will provide the training for AirTrain Safety Training at no additional cost to the Contractor however there will be a fee charged by AMTRAK, which is not reimbursable by The Port Authority, for AMTRAK Safety Training as outlined below. There will be no additional cost to The Port Authority for Contractor's personnel time and travel expenses resulting from any and all required training.

AirTrain safety training required every three (3) years, lasting four (4) hours. This training is provided by The Port Authority AirTrain system operator and is currently held on premise in building sixty (60) located at EWR.

AMTRAK safety training annually. can be completed online by computer at www.amtrakcontractor.com and requires participants to register on the website before accessing the course. Before taking this course, participants will be required to provide a current photo and must have the capability of uploading the photo electronically. At the end of this course, participants are required to pass a comprehensive test to receive a temporary certificate for three (3) weeks. A photo ID which is valid for one (1) calendar year from the date of issue will be mailed to the participant. Each participant will be given three (3) opportunities to pass the test. If unable to pass on the third (3rd) attempt, the participant will be unable to retake the test for thirty (30) days.

21. Inventories of System Data

The Port Authority will provide the Contractor with data templates to include, but not be limited to, assets (including system, subsystem, asset, components, and spare parts), location, and service address

that the Contractor will be required to populate with required information for each piece of equipment maintained, installed, and/or replaced. Completed templates (e.g. Excel) shall be submitted to the Port Authority for review and approval within thirty (30) calendar days after assets and/or components are installed and/or replaced.

Additionally, the Port Authority will provide the Contractor with templates to include but not be limited to preventative maintenance job plans, safety plans, and job materials. The Contractor shall develop and populate with the required step-by-step inspection and maintenance activities for equipment specified in this Contract. The Contractor shall submit completed templates in the required file format to the Port Authority within forty-five (45) calendar days of receipt of the templates from the Port Authority. Refer to Attachment D ACS - Data Templates & Port Authority Hierarchy Model (PAHM)" for additional information pertaining to the referenced data templates for recording assets, components and spare parts (ACS).

Naming convention rules (i.e. acronyms) for assets, components, spare parts, job plans, and safety plans will be supplied by the Port Authority to the Contractor and shall be followed by the Contractor when populating templates.

This Work to complete the templates shall be at no additional cost to the Port Authority.

22. Recording and Maintenance of Information in the Computer Maintenance Management System

At any time during the Contract, the Port Authority may require the Contractor to change the asset and preventative maintenance recording mechanism from the templates to entry into the Port Authority's Computer Maintenance Management System (CMMS), Maximo platform. For avoidance of doubt, the Contractor is not responsible for establishing or purchasing any electronic software or computer program under this provision but shall provide and maintain the information and records as required by this provision. The Port Authority will provide the Contractor with all tools (e.g. applications) and guidance to utilize the CMMS. Refer to Attachment E CMMS – Screenshot Examples that the Contractor will encounter and be required to populate. These samples are for example purposes only, and do not represent the entirety of the work required under this Contract.

The Contractor shall provide to the Manager records of all completed tasks outlined in this provision (printed as well as in the Maximo CMMS system as applicable) with supporting documentation and receipts with manufacturer's identification for all purchases of equipment necessary to perform Work under this Contract.

In the event that the Port Authority directs the Contractor to utilize the CMMS, the Contractor shall provide any cost estimate for this Work for the Manager's review and approval. Cost approved by the Manager for this Work will be compensated in accordance with the Mark-Up or Mark-Down inserted by the Contractor in the Pricing Sheet section entitled "Cost-Plus Fixed

Percentage Compensation for CMMS Work", and as accepted by the Port Authority, with said cost to include, but not be limited to, time and labor to gather, enter, maintain and provide reporting for all required information.

a. Asset Condition Monitoring Program (ACMP) and Inventory Control Program (ICP)

The Contractor shall establish and maintain an action [SN4.1]plan to manage the life and longevity of the assets including warranty, herein referred to as an Asset Condition Monitoring Program (ACMP), and to maintain an inventory of the components and spare parts including warranty, herein referred to as an Inventory Control Program (ICP), for all Work. The ACMP and ICP will be coordinated, reviewed, and approved by the Facility Manager. [SN5.1][JS5.2][JS5.3][JS5.4]The Port Authority will provide the format that the Contractor shall use to populate the required information for each piece of equipment[SN6.1][JS6.2] as part of the ACMP and ICP. The ACMP will include the condition of each asset as determined by the Port Authority.[SN7.1][JS7.2] The Contractor shall update existing action plans in CMMS, and develop, execute and enter into CMMS any new preventative maintenance plans consisting of job plans and safety plans that outline the required step-by-step inspection and maintenance activities for equipment specified under this Contract[SN8.1][JS8.2]. The Contractor shall submit completed data and preventative maintenance plan templates in the required file format to the Port Authority within forty-five (45) calendar days of receipt of the templates from the Port Authority. On or before the fifth day of each month of this Contract, the Contractor shall make available the asset condition delineated in the ACMP and the inventory control status for each asset in this contract.

The ICP shall provide all aspects of inventory control, and all activities required to maintain an adequate supply of significant equipment parts, materials, supplies, and tools, to operate and maintain all the equipment. The Contractor shall review reference documents provided by the Authority that outlines the approach and strategy as deemed necessary for the overall ICP, subject to approval by the Facility Manager. On or before the fifth day of each month of this Contract, the Contractor shall make available the ICP for each asset in this contract.

The ICP shall provide all aspects of inventory control, and all activities required to maintain an adequate supply of significant equipment parts, materials, supplies, and tools, to operate and maintain all the equipment. The Contractor shall review reference documents provided by the Authority that outlines the approach and strategy as deemed necessary for the overall ICP, subject to approval by the Facility Manager. On or before the fifth day of each month of this Contract, the Contractor shall make available the ICP for each asset in this contract.

The equipment spare parts inventories shall be recorded on Port Authority-provided spare parts inventory templates and submitted to the Port Authority and at a minimum shall include the following attributes: nomenclature, part number, serial number, manufacturer name, component name, and other significant data such as functional capacities, manuals, and warranty information.

The Contractor shall submit completed spare parts inventory templates in the required file format to the Port Authority on a quarterly basis.

Naming convention rules (i.e. acronyms) for assets, components, spare parts, job plans, and safety plans will be supplied by the Port Authority to the Contractor and shall be followed by the Contractor when populating templates.

b. Data Sharing

In all modes of data sharing, transmission or transfer, the Contractor shall use appropriate Port Authority safeguards to protect shared or hosted data, i.e., a secure transfer method. The Contractor shall not disclose Port Authority data in any manner that would constitute a

violation of state or federal law, or the terms of this Contract including, without limitation, by means of outsourcing, sharing, retransfer, or access, to any person or entity, except employees or agents who need to access or use Port Authority data in the performance of their duties to the Port Authority; third parties, such as but not limited to, subcontractors, but only after such third party has agreed in writing and in advance of any disclosure; or any other third party approved by the Port Authority in writing and in advance of any disclosure, but only to the extent of such approval.

Upon expiration or termination of the Contract, the Contractor shall ensure that no data breach occurs and shall follow the Port Authority's instructions as to the preservation, transfer, or destruction of Port Authority data.

c. Asset Condition Monitoring

The Contractor shall make the status and condition of location/asset performance points available. The Contractor shall be required to provide the following:

- i. Identification of locations and/or assets with associated performance data points.
- ii. Preventive maintenance plans that support condition monitoring plans for the automated generation of work orders.
- iii. Job plans that support condition monitoring plans for the population of work orders.
- iv. Condition monitoring plans that relate the locations and/or assets with the predefined conditions of associated performance data points for the triggering of work orders.

ATTACHMENT A

[illegible]

[illegible]

		NEWARK DAILY INSPECTION SHEET: MONDAY / WEDNESDAY / FRIDAY											PAGE3														
NEWARK AIRPORT DAILY INSPECTION: TERM. B LEVEL 3 DATE:														NAME PRINT:													
//////		////////////////////////////////////	////////////////////////////////////	SPEED	BRAKE	SUP.SC	SAF.ED	BUMST	ACT	PANICS	BOT PIV	COMMENTS															
43		9 CENTER	HORTON GR. REV.																								
#		DOOR & LOCATION	TYPE	SPEED	ROLRS	GUIDES	TRACKS	SAF B	ACT	PA/CA	CABLE	COMMENTS															
44		9 OUTER RIGHT	HORTON S/SL																								
45		9 OUTER LEFT	HORTON S/SL																								

ADDITIONAL COMMENTS :

		NEWARK DAILY INSPECTION SHEET: MONDAY / WEDNESDAY / FRIDAY									PAGE 4	
NEWARK AIRPORT DAILY INSPECTION: TERM. B LEVEL 1 DATE:								NAME PRINT :				
#		DOOR & LOCATION	TYPE	SPEED	ROLRS	GUIDES	TRACKS	SAF B	ACT	PA/CA	BELT	COMMENTS
46		BP-1	HORTON BI-PT/SL									
47		BP-2	HORTON BI-PT/SL									
48		BP-3	HORTON BI-PT/SL									
49		BP-4	HORTON BI-PT/SL									
50		BP-5	HORTON BI-PT/SL									
51		BP-6	HORTON BI-PT/SL									
52		BP-7	HORTON BI-PT/SL									
53		BP-8	HORTON BI-PT/SL									
54		BP-9	HORTON BI-PT/SL									
55		BP-10	HORTON BI-PT/SL									
#		DOOR & LOCATION	TYPE	SPEED	ROLRS	GUIDES	TRACKS	SAF B	ACT	PA/CA	BELT	COMMENTS
56		DOOR # 69 B3 CON	STANLEY BI-PT/SL									

ADDITIONAL COMMENTS :

		NEWARK DAILY INSPECTION SHEET: MONDAY / WEDNESDAY / FRIDAY									PAGE 6	
NEWARK AIRPORT DAILY INSPECTION: TERM. B LEVEL 2 DATE:								NAME PRINT :				
#		DOOR & LOCATION	TYPE	SPEED	ROLRS	GUIDES	TRACKS	SAF B	ACT	PA/CA	CABLE	COMMENTS
73		8 INNER	HORTON BI-PART									
74		8 OUTER RIGHT	HORTON S/SL									
75		8 OUTER LEFT	HORTON S/SL									
#		DOOR & LOCATION	TYPE	SPEED	ROLRS	GUIDES	TRACKS	SAF B	ACT	PA/CA	CABLE	COMMENTS
76		9 INNER*****	HORTON BI-PART	OOS	OOS	OOS	OOS	OOS	OOS	OOS	OOS	
77		9 OUTER RIGHT****	HORTON S/SL	OOS	OOS	OOS	OOS	OOS	OOS	OOS	OOS	
78		9 OUTER LEFT*****	HORTON S/SL	OOS	OOS	OOS	OOS	OOS	OOS	OOS	OOS	
#		DOOR & LOCATION	TYPE	SPEED	ROLRS	GUIDES	TRACKS	SAF B	ACT	PA/CA	CABLE	COMMENTS
79		FIS/CUSTOMS # 1	STANLEY BI-PT/SL									
80		FIS/CUSTOMS # 2	STANLEY BI-PT/SL									

ADDITIONAL COMMENTS :

		NEWARK DAILY INSPECTION SHEET: MONDAY / WEDNESDAY / FRIDAY		PAGE 7

NEWARK AIRPORT DAILY INSPECTION: Building 1				DATE:				NAME PRINT :			
#	DOOR & LOCATION	TYPE	OPN SPEED	TD	CLS SPEED	ACT	COMMENTS	COMMENTS			
130	MAIN H/C ENT L/H	8100									
131	MAIN H/C ENT R/H	8100									

ADDITIONAL COMMENTS :

ATTACHMENT B

		NEWARK DAILY INSPECTION SHEET : TUESDAY / THURSDAY											PAGE 1		
		NEWARK AIRPORT DAILY INSPECTION: AIR TRAIN / MONORAILSTATIONS						DATE:						NAME PRINT :	
		DOOR & LOCATION	TYPE	SPEED	ROLRS	GUIDES	TRACKS	SAF B	ACT	PA/CA	BELT	COMMENTS			
81		P2 -EAST	KM 1100 BI-PART												
82		P2- WEST	KM 1100 BI-PART												
		DOOR & LOCATION	TYPE	SPEED	ROLRS	GUIDES	TRACKS	SAF B	ACT	PA/CA	BELT	COMMENTS			
83		P3-1	BESAM C/ BI-PART												
84		P3-2	BESAM C/ BI-PART												
85		P3-3	BESAM C/ BI-PART												
		DOOR & LOCATION	TYPE	SPEED	ROLRS	GUIDES	TRACKS	SAF B	ACT	PA/CA	BELT	COMMENTS			
86		P4-1	HORTON BI-PART												
87		P4-2	HORTON S/SL												
88		P4-3	HORTON S/SL												
89		P4-4	HORTON BI-PART												
90		P4G-1 TOP LEV GAR	STANLEY BI-PART												

ADDITIONAL COMMENTS :

		NEWARK DAILY INSPECTION SHEET: TUESDAY / THURSDAY											PAGE 2
NEWARK AIRPORT DAILY INSPECTION: TERMINAL C PARKING GARAGE DATE:								NAME PRINT :					
		DOOR & LOCATION	TYPE	SPEED	ROLRS	GUIDES	TRACKS	SAF B	ACT	PA/CA	BELT	COMMENTS	
91		C-1	BESAM AMD BI/PT										
92		C-2	BESAM AMD BI/PT										
93		C-3	BESAM AMD BI/PT										
94		C-4	BESAM AMD BI/PT										
		DOOR & LOCATION	TYPE	SPEED	ROLRS	GUIDES	TRACKS	SAF B	ACT	PA/CA	BELT	COMMENTS	
95		C-5	BESAM AMD BI/PT										
96		C-6	BESAM AMD BI/PT										
97		C-7	BESAM AMD BI/PT										
98		C-8	BESAM AMD BI/PT										
		DOOR & LOCATION	TYPE	SPEED	ROLRS	GUIDES	TRACKS	SAF B	ACT	PA/CA	BELT	COMMENTS	
99		C-9	BESAM AMD BI/PT										
100		C-10	BESAM AMD BI/PT										
101		C-11	BESAM AMD BI/PT										
102		C-12	BESAM AMD BI/PT										
		DOOR & LOCATION	TYPE	SPEED	ROLRS	GUIDES	TRACKS	SAF B	ACT	PA/CA	BELT	COMMENTS	
104		C-13	BESAM AMD BI/PT										
105		C-14	BESAM AMD BI/PT										
106		C-15	BESAM AMD BI/PT										
107		C-16	BESAM AMD BI/PT										

ADDITIONAL COMMENTS :

**Attachment C -Door Contractor Spare Part Inventory - Stored at Terminal B At
Newark Airport For Contractor/Emergency Use**

Quantity	Manufacturer	Description
1 Roll		Top track cap
1	Besam	AMD II gear box
1	Stanley	Motor gear box
2	Horton	Universal cable kit
2	Horton	Fixed bottom guides left and right
4	Besam	Carrier guide wheels
2	Besam	Non panic floor guide
2	Horton	Motor couplings
4	Besam	Bottom guides
6	Horton	Bi-part carrier wheels, white
8	Horton	Steel top wheels
4	Stanley	Duraglide hanger wheel assembly
1	Horton	Bearing
1	Horton	2000 slider motor
1	Horton	Co-active pulley
2	Stanley	Bottom guides FSL left and right
1	Horton	Power supply
1	Besam	AMD 1 power supply
1	Stanley	Interface board
2	Horton	2150 linear control
1	Horton	2150 Belt control
2	IXIO	IXIO Sensor

Attachment D - ACS: Data Templates & Port Authority

Hierarchy Model (PAHM)

The Port Authority Hierarchy Model (PAHM) is location-based to account for any geographical space or physical assets. Several hierarchies, including but not limited to Geographical (GEO), Functional (FUNCT), Flow (FLOW), Distributed (DIST), etc., are available to organize data in standardized and structured formats as described below:”

GEO Hierarchy: “Where it is” - provides a geographical representation of all locations and assets. Based on the relation of physical spaces to each other and the physical locations of assets within a space, as opposed to the function of any particular asset.

FUNCT Hierarchy: “What it Does” - groups all Locations and Assets by the function they perform. The hierarchy is designated for the build out of Location-based interdependencies within one functional System and corresponding Subsystems. Defined Assets are placed into this structure via their 1 to 1 relationship with a single “Functional Location.”

FLOW Hierarchy: “What Allows it to Function” - provides information in the form of a one-line diagram that captures utility flow from the point it enters a building to the point that it is consumed. The hierarchy pathway describes the Locations that enable the function of this Asset, rather than provide the function of this Asset.

DIST Hierarchy: Site-Level Relationships - contains any systems outside a maintenance object or between maintenance objects that support site/facility-wide interdependencies. These systems are generally the utilities required to support the overall operation of the facility, and either begin and terminate at maintenance objects, or begin and terminate from the edge of the facility to a maintenance object.

Examples of desired Location data for each of these identified hierarchies are shown below:

- “GEO” – e.g. Newark Airport > Buildings > Building 80 > Main Building > Floor 1 > Room 19A
- “FUNCTIONAL” – e.g. Newark Airport, > Buildings > Building 80 > Electrical Power System > Distribution
- “FLOW” – e.g. Newark Airport > Buildings > Building 80 > Electrical Power System
- Template 1.1 sets up the hierarchies, while templates 1.2/1.3 contain specific asset locations

TEMPLATE (1.1) – LOCATION (UPPER LEVELS):

Hierarchy Level	LOCATION	DESCRIPTION	PA_LOCSMARTID	PA_SYSTEMCODE	PLUSTCOMP	LH_PARENT	PARENT
GEO LEVELS EXAMPLE1							
1 - SITE [GEO]	1000	JOHN F. KENNEDY INTERNATIONAL AIRPORT	JFK			#NONE#	#NONE#
2 - MAINTENANCE OBJECT CATEGORY [GEO]	1001	JOHN F. KENNEDY INTERNATIONAL AIRPORT	JFK-AAA			1000	1000
2A - MAINTENANCE OBJECT CATEGORY SUB-LEVEL [GEO]	1006	JOHN F. KENNEDY INTERNATIONAL AIRPORT, AERONAUTICAL OPERATIONS AREA, TAXIWAYS	JFK-AAA.TW			1001	1001
3 - MAINTENANCE OBJECT [GEO]	1002	TAXIWAY A	JFK-AAA.TW-TWA			1006	1006
FUNCT LEVELS EXAMPLE1							
1 - SITE [FUNCT]	1000	JOHN F. KENNEDY INTERNATIONAL AIRPORT	JFK			#NONE#	#NONE#
2 - MAINTENANCE OBJECT CATEGORY [FUNCT]	1001	JOHN F. KENNEDY INTERNATIONAL AIRPORT	JFK-AAA			1000	1000
2A - MAINTENANCE OBJECT CATEGORY SUB-LEVEL [FUNCT]	1006	JOHN F. KENNEDY INTERNATIONAL AIRPORT, AERONAUTICAL OPERATIONS AREA, TAXIWAYS	JFK-AAA.TW			1001	1001
3 - MAINTENANCE OBJECT [FUNCT]	1002	TAXIWAY A	JFK-AAA.TW-TWA			1006	1006
4 - SYSTEM [FUNCT]	1003	TAXIWAY A, NAVIGATIONAL AIDS	JFK-AAA.TW-TWA-99	99		1002	1002
5 - SUBSYSTEM [FUNCT]	1004	TAXIWAY A, NAVIGATIONAL AIDS, AERONAUTICAL LIGHTING	JFK-AAA.TW-TWA-99A	99A		1003	1003
6 - INSTANCE [FUNCT]	1005	TAXIWAY A, NAVIGATIONAL AIDS, AERONAUTICAL LIGHTING, CENTER LINE LIGHTS	JFK-AAA.TW-TWA-99A.001	99A		1004	1004
GEO LEVELS EXAMPLE2							
1 - SITE [GEO]	2000	NEWARK LIBERTY INTERNATIONAL AIRPORT	EWK			#NONE#	#NONE#
2 - MAINTENANCE OBJECT CATEGORY [GEO]	2001	NEWARK LIBERTY INTERNATIONAL AIRPORT, BUILDINGS	EWK-BLDG			2000	2000
3 - MAINTENANCE OBJECT [GEO]	2011	BUILDING 80 COMPLEX	EWK-BLDG-B080.CX			2001	2001
3A - MAINTENANCE OBJECT SUB-LEVEL [GEO]	2002	BUILDING 80	EWK-BLDG-B080			2011	2011
4 [GEO]	2003	BUILDING 80, MAIN	EWK-BLDG-B080-MN			2002	2002
5 [GEO]	2004	BUILDING 80, FIRST FLOOR	EWK-BLDG-B080-MN-F1.01			2003	2003
6 [GEO]	2005	BUILDING 80, ELECTRICAL ROOM	EWK-BLDG-B080-MN-F1.01.RM.19A			2004	2004
FUNCT LEVELS EXAMPLE2							
1 - SITE [FUNCT]	2000	NEWARK LIBERTY INTERNATIONAL AIRPORT	EWK			#NONE#	#NONE#
2 - MAINTENANCE OBJECT CATEGORY [FUNCT]	2001	NEWARK LIBERTY INTERNATIONAL AIRPORT, BUILDINGS	EWK-BLDG			2000	2000
3 - MAINTENANCE OBJECT [FUNCT]	2002	BUILDING 80	EWK-BLDG-B080			2001	2001
4 - SYSTEM [FUNCT]	2006	BUILDING 80, ELECTRICAL POWER	EWK-BLDG-B080-50	50		2002	2002
5 - SUBSYSTEM [FUNCT]	2007	BUILDING 80, ELECTRICAL POWER, SOURCE	EWK-BLDG-B080-50A	50A		2006	2006
5 - SUBSYSTEM [FUNCT]	2008	BUILDING 80, ELECTRICAL POWER, DISTRIBUTION	EWK-BLDG-B080-50B	50B		2006	2006
6 - INSTANCE [FUNCT]	2009	BUILDING 80, ELECTRICAL POWER, SOURCE, SOURCE 1	EWK-BLDG-B080-50A.001	50A		2007	2007
6 - INSTANCE [FUNCT]	2010	BUILDING 80, ELECTRICAL POWER, DISTRIBUTION, DISTRIBUTION 1	EWK-BLDG-B080-50B.001	50B		2008	2008
FLOW LEVELS EXAMPLE							
1 - SITE [FLOW]	2000	NEWARK LIBERTY INTERNATIONAL AIRPORT	EWK			#NONE#	#NONE#
2 - MAINTENANCE OBJECT CATEGORY [FLOW]	2001	NEWARK LIBERTY INTERNATIONAL AIRPORT, BUILDINGS	EWK-BLDG			2000	2000
3 - MAINTENANCE OBJECT [FLOW]	2002	BUILDING 80	EWK-BLDG-B080			2001	2001
4 - SYSTEM [FLOW]	2006	BUILDING 80, ELECTRICAL POWER	EWK-BLDG-B080-50	50		2002	2002

TEMPLATE (1.2) – LOCATION (LOWER LEVELS):

- Contains specific locations where assets live
- Ties asset locations to Template 1.1

Hierarchy Level	LOCATION	DESCRIPTION	PA_SYSTEMCODE	PLUSTCOMP	PA_LOCSMARTID	LH_PARENT
Asset-Level Location	1010	TAXIWAY A, CENTER LINE LIGHT (TAXIWAY)	99A	TCLL	JFK-AOA-TW.A-99A.001-TCLL.0001	1002
Asset-Level Location	1011	TAXIWAY A, CENTER LINE LIGHT (TAXIWAY)	99A	TCLL	JFK-AOA-TW.A-99A.001-TCLL.0002	1002
Asset-Level Location	1012	TAXIWAY A, CENTER LINE LIGHT (TAXIWAY)	99A	TCLL	JFK-AOA-TW.A-99A.001-TCLL.0003	1002
Asset-Level Location	1013	TAXIWAY A, CENTER LINE LIGHT (TAXIWAY)	99A	TCLL	JFK-AOA-TW.A-99A.001-TCLL.0004	1002
Asset-Level Location	1014	TAXIWAY A, TAXIWAY CLEARANCE BAR LIGHT	99A	TCBL	JFK-AOA-TW.A-99A.001-TCBL.0005	1002
Asset-Level Location	1015	TAXIWAY A, TAXIWAY CLEARANCE BAR LIGHT	99A	TCBL	JFK-AOA-TW.A-99A.001-TCBL.0006	1002
Asset-Level Location	2011	BUILDING 80, SWITCHGEAR/SWITCHBOARD, ELECTRICAL ROOM	50A	SWGR	EWR-BLDG-B080-50A.001-SWGR.0001	2005
Asset-Level Location	2012	BUILDING 80, SWITCHGEAR/SWITCHBOARD, ELECTRICAL ROOM	50A	SWGR	EWR-BLDG-B080-50A.001-SWGR.0002	2005
Asset-Level Location	2013	BUILDING 80, ELECTRICAL PANEL, ELECTRICAL ROOM	50B	ELPL	EWR-BLDG-B080-50B.001-ELPL.0001	2005
Asset-Level Location	2014	BUILDING 80, ELECTRICAL TRANSFER SWITCH, ELECTRICAL ROOM	50B	XFRS	EWR-BLDG-B080-50B.001-XFRS.0001	2005

TEMPLATE (1.3) – LOCATION (LOWER LEVEL ATTRIBUTES):

- Contains data related to these locations (e.g. System Code, Asset Code, Install Date, Cost, Geo Coordinates)
- Ties asset locations to Template 1.1

LOCATION	PA_LOCATIONTAG	INSTALLDATE	PURCHASEPRICE	LATITUDEY	LATITUDEY_END	LONGITUDEX
1010	0001	2023-06-10T00:00:00-4:00	1000	40.64036089		-73.79424789
1011	0002	2023-06-10T00:00:00-4:00	1000	40.6403609		-73.7942479
1012	0003	2023-06-10T00:00:00-4:00	1000	40.64036091		-73.79424791
1013	0004	2023-06-10T00:00:00-4:00	1000	40.64036092		-73.79424792
1014	0005	2023-06-10T00:00:00-4:00	1000	40.64036093		-73.79424793
1015	0006	2023-06-10T00:00:00-4:00	1000	40.64036094		-73.79424794
2011	SWGR A	2023-06-10T00:00:00-4:00	10000			
2012	SWGR B	2023-06-10T00:00:00-4:00	10000			
2013	E001	2023-06-10T00:00:00-4:00	2000			
2014		2023-06-10T00:00:00-4:00	3000			

TEMPLATE (2.1) – ASSETS (1:1 TO FUNCTIONAL LOCATIONS):

- Expands on 1.2 with additional asset information (e.g. Tag Number, Manufacturer, Serial Number).

ASSETNUM	LOCATION	AS_DESCRIPTION	PA_SYSTEMCODE	PLUSTCOMP	ASSETTAG	PA_ACCESSIBILITY	MANUFACTURER	PLUSTMODEL	SERIALNUM
7000	1006	TAXIWAY A, CENTER LINE LIGHT (TAXIWAY), TAXIWAY A	99A	TCLL	A000000000000100	5	CROUSE HINDS		10000001
7001	1007	TAXIWAY A, CENTER LINE LIGHT (TAXIWAY), TAXIWAY A	99A	TCLL	A000000000000101	5	CROUSE HINDS		10000002
7002	1008	TAXIWAY A, CENTER LINE LIGHT (TAXIWAY), TAXIWAY A	99A	TCLL		5	CROUSE HINDS		10000003
7003	1009	TAXIWAY A, CENTER LINE LIGHT (TAXIWAY), TAXIWAY A	99A	TCLL		5	CROUSE HINDS		10000004
7004	1010	TAXIWAY A, TAXIWAY CLEARANCE BAR LIGHT, TAXIWAY A	99A	TCLL		5	CROUSE HINDS		10000005
7005	1011	TAXIWAY A, TAXIWAY CLEARANCE BAR LIGHT, TAXIWAY A	99A	TCLL		5	CROUSE HINDS		10000006
8007	2011	BUILDING 80, SWITCHGEAR/SWITCHBOARD, ELECTRICAL ROOM	50A	SWGR		5	CROUSE HINDS		20000001
8008	2012	BUILDING 80, SWITCHGEAR/SWITCHBOARD, ELECTRICAL ROOM	50A	SWGR		5	CROUSE HINDS		20000002
8009	2013	BUILDING 80, ELECTRICAL PANEL, ELECTRICAL ROOM	50B	ELPL		5	CROUSE HINDS		20000003

TEMPLATE (2.2) – ASSETS (ENGINEERING SPECIFICATIONS):

- Engineering attributes, dependent on asset type (e.g. color, diameter, length, voltage, material type).

ASSETNUM	CLASSSTRUCTUREID	ASSETATTRID	ASSETATTR_DESC	ALNVALUE	NUMVALUE	MEASUREUNITID	VALUE
7500	COMPUTER	COMPUTER_03	VOLTAGE	110 V		V	110 V
7500	COMPUTER	COMPUTER_02	CAPACITY	16 GB		GB	16 GB
7500	COMPUTER	COMPUTER_01	TYPE	PC		N/A	PC
7501	COMPUTER	COMPUTER_03	VOLTAGE	110 V		V	110 V
7501	COMPUTER	COMPUTER_02	CAPACITY	16 GB		GB	16 GB
7501	COMPUTER	COMPUTER_01	TYPE	PC		N/A	PC

TEMPLATE (2.3) – ASSETS (DECOMMISSIONED/MOVED):

- Capture existing assets that have been decommissioned or reinstalled at another location

EXISTING ASSET DESCRIPTION	PA_SYSTEMCODE	PLUSTCOMP	PA_LOCATIONTAG	MANUFACTURER	MODEL	SERIAL NUM
LIGHT POLE AT INTERSECTION OF MAIN ST AND 1ST AVE NW CORNER	91B	LTPL		SIEMENS	M1001	ABC10001
LIGHT POLE AT INTERSECTION OF MAIN ST AND 1ST AVE SW CORNER	91B	LTPL		SIEMENS	M1001	ABC10002

TEMPLATE (3.1) – JOB PLANS:

- Maintenance & Safety tasks specific to recommended frequencies for prescribed preventive maintenance routines.

LOCATION	FREQUENCY	FREQUNIT	DESCRIPTION	PLUSREVNUM	JPTASK	JT_DESCRIPTION
BOWTIE RETENTION BASIN	DAILY	1	BASIN VEGETATION MAINTENANCE & REMOVAL_DAILY	0	10	VERIFY THAT BOTH LANDSIDE & RAMPSIDE (IF APPLICABLE) ACCESS TO/FROM BASIN (CATWALK, GATES, HEADWALL) IS CLEAR & UNOBSTRUCTED FROM ITEMS SUCH AS DEBRIS, OVERGROWN VEGETATION, ETC.
BOWTIE RETENTION BASIN	DAILY	1	BASIN VEGETATION MAINTENANCE & REMOVAL_DAILY	0	20	INSPECT FOR TRASH OR DEBRIS ALONG THE CONTAINMENT BOOM, GRATES, HEADWALL, I-BEAM OR TIDE RISER.
BOWTIE RETENTION BASIN	DAILY	1	BASIN VEGETATION MAINTENANCE & REMOVAL_DAILY	0	30	INSPECT FOR ANY EVIDENCE OF FUEL RELEASES, OIL OR GREASE CONTAMINANTS.
BOWTIE RETENTION BASIN	DAILY	1	BASIN VEGETATION MAINTENANCE & REMOVAL_DAILY	0	40	INSPECT FOR SEDIMENT, TRASH OR OTHER DEBRIS THAT MAY BE BLOCKING INLET/OUTLET PIPES, SPILLWAY, GRATES, RETENTION TANKS OR CULVERTS.
BOWTIE RETENTION BASIN	DAILY	1	BASIN VEGETATION MAINTENANCE & REMOVAL_DAILY	0	50	CHECK FOR ANY AREAS OF STANDING WATER THAT MAY REQUIRE REGRADING OR RESEEDING.
BOWTIE RETENTION BASIN	DAILY	1	BASIN VEGETATION MAINTENANCE & REMOVAL_DAILY	0	60	MAKE NECESSARY MINOR REPAIRS ON THE SPOT. IF THIS CANNOT BE DONE, REPORT IT TO IMMEDIATE SUPERVISOR.

TEMPLATE (3.2) – JOB PLAN (MATERIALS):

- Objects to support maintenance activities at a particular location
 - Items: Consumable items (e.g. cleaning aids, PPE)
 - Tools: Reusable items (e.g. testing devices, hand tools)

JPNUM	PLUSCREVNUM	ITEMNUM	DESCRIPTION	ITEMQTY	LINETYPE
3278401		1 SP-RAGS	Rag		1 ITEM
3278401		1 RATCHET3/8	Ratchet		1 TOOL
3279109		0 LADDER	Ladder		1 TOOL
3279190		0 5KVINR_TSTR	Tester		1 TOOL

TEMPLATE (4.1, 4.2 & 4.3) – SPARE PARTS:

- Replaceable parts to be kept in stock for a particular asset

4.1 - Establish list of spare parts

DESCRIPTION	PLUSTCOMP	ISSUEUNIT	ITEMNUM
AIR FILTERS	AHU:FILT	EA	100000000
BATTERY	ELPL:BATT	EA	100000003

4.2 - Associate spare parts to the asset

ASSETNUM	ITEMNUM	QTY	DESCRIPTION
999900	100000000	2	AIR FILTERS
999901	100000000	1	AIR FILTERS

4.3 - Provide spare part vendor information

ITEMNUM	VENDOR	MANUFACTURER	MODELNUM	CATALOGCODE	CATALOGWEBPAGE	ORDERUNIT
100500000	COMPANYCODE1	MANUFCD01	MODELNUM1	CATALOGCODE1	http://www.manuf1.com/speca	EA
100500001	COMPANYCODE2	MANUFCD02	MODELNUM2	CATALOGCODE2	http://www.manuf2.com/specb	BOX
100500002	COMPANYCODE3	MANUFCD03	MODELNUM3	CATALOGCODE3	http://www.manuf3.com/specc	ROLL

TEMPLATE (5) – COMPONENTS:

- Maintainable parts of an asset for which maintenance activities will be tracked

ASSETNUM	PLUSTCOMP	PA_QTYUSED	POSITION	MANUFACTURER	MODEL
7000033	INTR.CLNG	1		CROUSE HINDS	
7000033	INTR.FLOR	1		CROUSE HINDS	
7000034	INTR.MLWK	1			
7000034	INTR.SIGN	2			

Attachment E: CMMS – Screenshot Examples

Sample Maximo Asset screen:

The screenshot displays the Maximo Asset screen for asset 512502. The 'Specifications' tab is active, showing a table of specifications. Red boxes highlight the 'Asset' field, the 'Specifications' tab, the 'GENERATOR' classification, and the 'Specifications' table.

Asset: 512502
Asset (Smart Number): GENR 512502
Classification: 50 \ 50.GENR
Facility: JFK
Status: OPERATING

Electrical Power, Electrical Power \ GENERATOR

Attribute	Description	Table Value	Alphanumeric Value	Numeric Value	Unit of Measure	Data Type
S0001	MANUFACTURER		ONAN			ALN
S0002	MODEL #		125DGEA			ALN
S0003	SERIAL #		A920440868			ALN
S0005	DATE INSTALLED					ALN

Sample Maximo Work Order Assignment screen – Assignments:

The screenshot displays the Maximo Work Order Assignment screen for work order 3509338. The 'Assignments' tab is active, showing a table of assignments. Red boxes highlight the 'Assignments' tab, the 'Craft' field, the 'Labor' field, the 'Name' field, the 'Scheduled Start' field, the 'Hours' field, and the 'Labor' table.

Work Order: 3509338
Status: DRAFT
Facility: JFK
Location: [Empty]
Location (Smart Number): [Empty]

Target Start: [Empty] Scheduled Start: [Empty]
Target Finish: [Empty] Scheduled Finish: [Empty]

Task	Description	Craft	Labor	Name	Skill Level	Scheduled Start	Hours	Appointment Required?	Crew Work Group	Crew Type	Crew
							1.00				

Details:

Task: [Empty] Vendor: [Empty] Scheduled Start: [Empty] Appointment Required? []
Craft: [Empty] Contract: [Empty] Hours: 1.00 Appointment Made? []
Labor: [Empty] Crew: [Empty] Status: WAITASGN
Skill Level: [Empty] Crew Type: [Empty] Estimated Travel Time to Next Assignment: [Empty]
Crew Work Group: [Empty]

Available Crew Available Labor Complete Assignment New Row

Labor Materials Services Tools Assignments Repair Orders

Labor [Empty] 0 - 0 of 0

Task	Crew Type	Craft	Skill Level	Labor	Crew	Regular Hours	Quantity	Rate	Warranty?	Qualification Met?	Appointment Required?
There are no rows to display.											

Select Crew Type Select Craft New Row

Sample Maximo Work Order Base Fields screen:

Work Order Tracking (Tr)

Query Find Work Order Select Action

Work Order Plans Assignments Actuals Activities Measurements Axle Configuration Related Records Safety Plan Log Failure Reporting Specifications Service Address Map Audit Data

Work Order: 3509338
 Location:
 Location (Smart Number):
 Asset:
 Organization Unit: Section/SubSection:
 Deferment Justification:
 Cancellation Justification:

Description:
Work Type:
Maintenance Type:
Regulatory Compliance?
 Notification Needed?
 Calculated Priority:
Priority:
 Asset/Location Priority:
 Accepts Charges?

GL Account:
Cost Center:
Internal Order:
WBS Element:

Attachments
Status: DRAFT
Status Date: 8/22/25 7:17 AM
Facility: JFK

Scheduling Information
 Shift:
Estimated Duration: 0:00
Target Start:
Target Finish:
Scheduled Start:
Scheduled Finish:
Effective Date:
Actual Start:
Actual Finish:
Time Remaining:
 Interruptible?

Responsibility
 Reported By: 45654
 Reported Date: 8/22/25 7:17 AM
 On Behalf Of:
 Supervisor:
 Lead:
 Crew:
 Crew:
 Service Group:
 Work Group:
 Vendor:
 Crew Work Group:
 Service:

Work Details
 Parent WO:
 Is Task?
 Originating Record:
 Originating Record Class:
 Has Follow-up Work?
 Job Plan:
 Job Plan Revision #:
 PM:
 Route:

Locations (Tr)
 Query Find Location Select Action

Advanced Search Save Query Bookmarks

Locations 1 - 6 of 6

Location Unique ID	Location (Smart Number)	Description
	B174	pump
370454	JFK-B174	BUILDING 174, MINI FIRE PUMP STATION
370457	JFK-B174-03-B-FBM 0001	FBM 0001, FIRE PUMP #1-MINI FIRE PUMP STATION
370458	JFK-B174-03-B-FBM 0002	FBM 0002, PUMP #2-MINI FIRE PUMP STATION

Select Records

Multiple Assets, Locations and CIs Filter 1 - 1 of 1

Sequence	Location	Location (Smart Number)	Asset

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STANDARD CONTRACT TERMS AND CONDITIONS

PART I GENERAL DEFINITIONS

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

Authority or Port Authority - means the Port Authority of New York and New Jersey.

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

Days or Calendar Days - means consecutive calendar days, Saturdays, Sundays, and Holidays, included.

Week - unless otherwise specified, means seven (7) consecutive calendar days, Saturdays, Sundays, and Holidays.

Month - unless otherwise specified, means a calendar month.

Hazardous Substance(s) - shall mean any pollutant, contaminant, toxic or hazardous waste, dangerous substance, noxious substance, toxic substance, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, polychlorinated biphenyls ("PCBs"), chemicals known to cause cancer, endocrine disruption or reproductive toxicity, petroleum and petroleum products and other substances which have been or in the future shall be declared to be hazardous or toxic, or the removal, containment or restriction of which have been or in the future shall be required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling or ownership of which have or in the future shall be restricted, prohibited, regulated or penalized by any federal, state, county, or municipal or other local statute or law now or at any time hereafter in effect as amended or supplemented and by the regulations adopted and publications promulgated pursuant thereto.

Holiday(s) – means any holiday which is observed at the Site, as further detailed in the section of these Standard Contract Terms and Conditions entitled "Holidays."

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

Environmental Requirements - shall mean all common law and all past, present and future laws, statutes, enactments, resolutions, regulations, rules, directives, ordinances, codes, licenses, permits, orders, memoranda of understanding and memoranda of agreement, guidances, approvals, plans, authorizations, concessions, franchises, requirements and similar items of all governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof, all pollution prevention programs, "best management practices plans", and other programs adopted and agreements made by the Port Authority with any governmental agencies (whether adopted or made with or without consideration or with or without compulsion), with any government agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof, and all judicial, administrative, voluntary and regulatory decrees, judgments, orders and agreements relating to the protection of human health or the environment, and in the event that there is more than one compliance standard, the standard for any of the

foregoing to be that which requires the lowest level of a Hazardous Substance, the foregoing to include without limitation:

(1) all requirements pertaining to reporting, licensing, permitting, investigation and Remediation of emissions, discharges, releases or threatened releases of Hazardous Substances into the air, surface water, groundwater or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances, or the transfer of property on which Hazardous Substances exist;

(2) all requirements pertaining to the protection from Hazardous Substances of the health and safety of employees or the public; and

(3) all Governmental Approvals applicable to the facility and issued pursuant to Applicable Laws governing health, safety and the protection of the environment;

(4) the Atomic Energy Act of 1954, 42 U.S.C. Section 2011 *et seq.*; the Clean Water Act also known as the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 *et seq.*; the Clean Air Act, 42 U.S.C. Section 7401 *et seq.*; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136 *et seq.*; the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 *et seq.*; the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Section 2701 *et seq.*; the Emergency Planning and Community Right to Know Act, 42 U.S.C. Section 11001 *et seq.*; the Occupational Safety and Health Act, 29 U.S.C. Section 651 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101 *et seq.*; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. Section 2601 *et seq.*; the Safe Drinking Water Act of 1974, 42 U.S.C. Sections 300f-300h-11 *et seq.*; the New Jersey Spill Compensation and Control Act (N.J.S.A. 58:10-23.11 *et seq.*) ("Spill Act"); the Industrial Site Recovery Act ("ISRA") (N.J.S.A. 13:1K and N.J.A.C. 7:26B); Solid Waste Management Act (N.J.S.A. 13:1E-1 to 48); and Water Pollution Control Act (N.J.S.A. 58:10A-1 to 60); the New York State Environmental Conservation Law; the New York State Navigation Law; together, in each case, together, in each case, with any amendment thereto, and the regulations adopted, guidances, memoranda and publications promulgated thereunder and all substitutions thereof; and

(5) all requirements and conditions (including all mitigation) to be satisfied under the Environmental Assessment and NEPA Documents.

Manager - means the Manager of the Facility for the time being, or his successor in duties for the purpose of this Contract, or his duly authorized representative for the purpose of this Contract.

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

Minority shall mean (a) a Black person who is part of a Black African racial group; or (b) an Hispanic person of Native American or Latin American origin descended from persons from Puerto Rico, Mexico, the Dominican Republic, Cuba, or a country of Central or South America; or (c) an Asian person or Pacific Islander descended from persons who have an origin in Asia (including the Far East, Southeast Asia and the Indian Subcontinent) or the Pacific Islands; or (d) an American Indian or Alaskan Native descended from persons who have an origin in North America so long as the Minority person maintains identifiable tribal affiliations through membership and participation in a tribe or maintains a tribal community identification.

Minority Business Enterprise or MBE shall mean any business enterprise which is at least fifty-one percent (51%) owned by, or in the case of a corporation, at least fifty-one percent (51%) of the stock of which is owned by one (1) or more Minority group member; and whose management and daily business operations are

controlled by one or more such individuals who are citizens or permanent resident aliens and such ownership is real, substantial and continuing.

Service-connected shall mean a disability incurred or an injury aggravated in the line of duty in the active U.S. military, naval or air service.

Service-disabled Veteran shall mean a Veteran with a Service-connected disability, each as defined by 38 U.S.C. 101.

Service-disabled Veteran Owned Business or SDVOB shall mean any business enterprise which is at least 51% owned by, or in the case of a corporation, at least 51% of the stock of which is owned by one (1) or more Service-disabled Veterans; and whose management and daily business operations are controlled by one (1) or more such individuals with a verifiable service connected disability and such ownership is real, substantial and continuing.

Veteran shall mean a person who served in the active U.S. military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable.

Women-owned Business Enterprise or WBE shall mean any business enterprise which is at least fifty-one percent (51%) owned by, or in the case of a corporation, at least fifty-one percent (51%) of the stock of which is owned by one (1) or more woman; and whose management and daily business operations are controlled by one or more women who are citizens or permanent resident aliens and such ownership is real, substantial and continuing.

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

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

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

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

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

PART II GENERAL PROVISIONS

1. Facility Rules and Regulations of The Port Authority

- a. The Contractor shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the facility Rules and Regulations of the Port Authority now in effect, and such further reasonable Rules and Regulations which may from time to time during the term of this Agreement be promulgated by the Port Authority for reasons of safety, health, preservation of

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

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

2. Contractor Not An Agent

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

3. Contractor's Warranties

The Contractor represents and warrants:

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

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

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

The Contractor further represents and warrants that it was given ample opportunity and time and by means of this paragraph was requested by the Port Authority to review thoroughly all documents forming this Contract prior to opening of Bids on this Contract in order that it might request inclusion in this Contract of any

statement, representation, promise or provision which it desired or on which it wished to place reliance; that it did so review said documents, that either every such statement, representation, promise or provision has been included in this Contract or else, if omitted, that it expressly relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Contract without claiming reliance thereon or making any other claim on account of such omission.

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

4. Personal Non-Liability

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

5. Non-Discrimination Requirements

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

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

6. Rights and Remedies of the Port Authority

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

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

For the purpose of this Contract, breach shall include but not be limited to the following, whether or not the time has yet arrived for performance of an obligation under this Contract: a statement by the Contractor to any representative of the Port Authority indicating that the Contractor cannot or will not perform any one or

more of its obligations under this Contract; any act or omission of the Contractor or any other occurrence which makes it improbable at the time that it will be able to perform any one or more of its obligations under this Contract; any suspension of or failure to proceed with any part of the Work by the Contractor which makes it improbable at the time that it will be able to perform any one or more of its obligations under this Contract.

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

7. Rights and Remedies of the Contractor

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

8. Submission To Jurisdiction

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

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

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

9. Harmony

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

The Contractor shall immediately give notice to the Port Authority (to be followed by written notices and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof. The Contractor shall use its best efforts to resolve any such complaint, trouble, dispute or controversy. If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Contractor at the Facility or against any operations of the Contractor under this Contract, whether or not caused by the employees of the Contractor, and if any of the foregoing, in the opinion of the Port Authority, results or is likely to result in any curtailment or diminution of the services to be performed hereunder or to interfere with or affect the operations of the Port Authority, or to interfere with or affect the operations of lessees, licensees, or other users of the Facility or in the event of any other cessation or stoppage of operations by the Contractor hereunder for any reason whatsoever, the Port Authority shall have the right at any time during the continuance thereof to suspend the operations of the

Contractor under this Contract, and during the period of the suspension the Contractor shall not perform its services hereunder and the Port Authority shall have the right during said period to itself or by any third person or persons selected by it to perform said services of the Contractor using the equipment which is used by the Contractor in its operations hereunder as the Port Authority deems necessary and without cost to the Port Authority. During such time of suspension, the Contractor shall not be entitled to any compensation. Any flat fees, including management fees, shall be prorated. Prior to the exercise of such right by the Port Authority, it shall give the Contractor notice thereof, which notice may be oral. No exercise by the Port Authority of the rights granted to it in the above subparagraph shall be or be deemed to be a waiver of any rights of termination or revocation contained in this Contract or a waiver of any rights or remedies which may be available to the Port Authority under this Contract or otherwise.

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

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

10. Claims of Third Persons

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

11. No Third Party Rights

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

12. Provisions of Law Deemed Inserted

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

13. Costs Assumed By The Contractor

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

14. Default, Revocation or Suspension of Contract

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

1. If fire or other cause (including a cyber security event) shall destroy all or a substantial part of the Facility, asset or infrastructure (including technological infrastructure, data or records) necessary to perform the work required by the Contract;
2. If any governmental agency shall condemn or take a temporary or permanent interest in all or a substantial part of the Facility, or all of a part of the Port Authority's interest herein;

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

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

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

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

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

c. If any of the following shall occur:

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

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

- d. If any of the events enumerated in this Section shall occur prior to commencement date of this Contract the Port Authority upon the occurrence of any such event or any time thereafter during the continuance thereof by twenty-four (24) hours notice may terminate or suspend this Contract and the rights of the Contractor hereunder, such termination or suspension to be effective upon the date specified in such notice.
- e. No payment by the Port Authority of any monies to the Contractor for any period or periods after default of any of the terms, covenants or conditions hereof to be performed, kept and observed by the Contractor and no act or thing done or omitted to be done by the Port Authority shall be deemed to be a waiver of the right of the Port Authority to terminate this Contract or of any other right or remedies to which the Port Authority may be entitled because of any breach thereof. No waiver by the Port Authority of any default on the part of the Contractor in the performance of any of the terms, covenants and conditions hereof to be performed, kept or observed by the Contractor shall be or be construed to be a waiver by the Port Authority of any other subsequent default in the performance of any of the said terms, covenants and conditions.
- f. In addition to all other rights of revocation or termination hereunder and notwithstanding any other provision of this Contract the Port Authority may terminate this Contract and the rights of the Contractor hereunder without cause at any time upon five (5) days written notice to the Contractor and in such event this Contract shall cease and expire on the date set forth in the notice of termination as fully and completely as though such dates were the original expiration date hereof and if such effective date of termination is other than the last day of the month, the amount of the compensation due to the Contractor from the Port Authority shall be prorated when applicable on a daily basis. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions already performed but no allowance shall be made for anticipated profits.
- g. Any right of termination contained in this paragraph, shall be in addition to and not in lieu of any and all rights and remedies that the Port Authority shall have at law or in equity consequent upon the Contractor's breach of this Contract and shall be without prejudice to any and all such other rights and remedies. It is hereby specifically agreed and understood that the exercise by the Port Authority of any right of termination set forth in this paragraph shall not be or be deemed to be an exercise by the Port Authority of an election of remedies so as to preclude the Port Authority from any right to money damages it may have for the period prior to the effective date of termination to the original expiration date of the Contract, and this provision shall be deemed to survive the termination of this Contract as

aforesaid.

- h. If (1) the Contractor fails to perform any of its obligations under this Contract or any other agreement between the Port Authority and the Contractor (including its obligation to the Port Authority to pay any claim lawfully made against it by any supplier, subcontractor or worker or other person which arises out of or in connection with the performance of this Contract or any other agreement with the Port Authority) or (2) any claim (just or unjust) which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor is made against the Port Authority or (3) any subcontractor under this Contract or any other agreement between the Port Authority and the Contractor fails to pay any claims lawfully made against it by any supplier, subcontractor, worker or other third person which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor or if in the opinion of the Port Authority any of the aforesaid contingencies is likely to arise, then the Port Authority shall have the right, in its discretion, to withhold out of any payment (final or otherwise) such sums as the Port Authority may deem ample to protect it against delay or loss or to assure the payment of just claims of third persons, and to apply such sums in such manner as the Port Authority may deem proper to secure such protection or satisfy such claims. All sums so applied shall be deducted from the Contractor's compensation. Omission by the Port Authority to withhold out of any payment, final or otherwise, a sum for any of the above contingencies, even though such contingency has occurred at the time of such payment, shall not be deemed to indicate that the Port Authority does not intend to exercise its right with respect to such contingency. Neither the above provisions for rights of the Port Authority to withhold and apply monies nor any exercise or attempted exercise of, or omission to exercise, such rights by the Port Authority shall create any obligation of any kind to such supplier, subcontractors, worker or other third persons. If, however, the payment of any amount due the Contractor shall be improperly delayed, the Port Authority shall pay the Contractor interest thereon at the rate of 6% per annum for the period of the delay, it being agreed that such interest shall be in lieu of and in liquidation of any damages to the Contractor because of such delay.
- i. If the Port Authority has paid any sum or has incurred any obligation or expense which the Contractor has agreed to pay or reimburse the Port Authority, or if the Port Authority is required or elects to pay any sum or sums or incurs any obligations or expense by reason of the failure, neglect or refusal of the Contractor to perform or fulfill any one or more of the conditions, covenants, or agreements contained in this Contract, or as a result of an act of omission of the Contractor contrary to the said conditions, covenants and agreements, the Contractor shall pay to the Port Authority the sum or sums so paid or expense so incurred, including all interests, costs and damages, promptly upon the receipt of the Port Authority's statement therefore. The Port Authority may, however, in its discretion, elect to deduct said sum or sums from any payment payable by it to the Contractor.
- j. If the Port Authority pays any installment to the Contractor without reducing said installment as provided in this Contract, it may reduce any succeeding installment by the proper amount, or it may bill the Contractor for the amount by which the installment paid should have been reduced and the Contractor shall pay to the Port Authority any such amount promptly upon receipt of the Port Authority's statement therefore.
- k. The Port Authority shall also have the rights set forth above in the event the Contractor shall become insolvent or bankrupt or if his affairs are placed in the hands of a receiver, trustee or assignee for the benefit of creditors.

15. Sales or Compensating Use Taxes

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

Authority for the Contractor's services under this Contract. The Contractor certifies that there are no such taxes included in the prices for this Contract. The Contractor shall retain a copy of this Contract to substantiate the exempt sale.

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

16. No Estoppel or Waiver

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

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

17. Records and Reports

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

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

The Contractor (and its subcontractors) shall, at its own expense, install, maintain and use such equipment and devices for recording the labor hours of the service as shall be appropriate to its business and necessary

or desirable to keep accurate records of the same and as the general manager or the Facility Manager may from time to time require, and the Contractor (and its subcontractors) shall at all reasonable times allow inspection by the agents and employees of the Port Authority of all such equipment or devices.

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

18. General Obligations

- a. Except where expressly required or permitted herein to be oral, all notices, requests, consents and approvals required to be given to or by either party shall be in writing and all such notices, requests, consents and approvals shall be personally delivered to the other party during regular business hours or forwarded to such party by United States certified mail, return receipt requested, addressed to the other party at its address hereinbefore or hereafter provided or delivered electronically, with required acknowledgment of receipt by the receiving party. Until further notice the Contractor hereby designates the address shown on the bottom of the Contractors Signature Sheet as their address to which such notices, requests, consents, or approvals may be forwarded. All notices, requests, consents, or approvals of the Contractor shall be forwarded to the Manager at the Facility.
- b. The Contractor shall comply with the provisions of all present and future federal, state and municipal laws, rules, regulations, requirements, ordinances, orders and directions which pertain to its operations under this Contract and which affect the Contract or the performance thereof and those engaged therein as if the said Contract were being performed for a private corporation, except where stricter requirements are contained in the Contract in which case the Contract shall control. The Contractor shall procure for itself all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Contractor's operations hereunder which may be necessary for the Contractor's operations. The Contractor's obligation to comply with governmental requirements are not to be construed as a submission by the Port Authority to the application to itself of such requirements.
- c. The Contractor shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed on its property or operations hereunder or income therefrom, and shall make all applications, reports and returns required in connection therewith.
- d. The Contractor shall, in conducting its operations hereunder, take all necessary precautions to protect the general environment and to prevent environmental pollution, contamination, damage to property and personal injury. In the event the Contractor encounters material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or any other hazardous material, or Hazardous Substances, in conducting its operations hereunder, the Contractor shall immediately stop Work in the area affected and report the condition in writing to the Manager. Work in the affected area shall not thereafter be resumed by the Contractor except upon the issuance of a written order to that effect from the Manager.
- e. The Contractor shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, standard orders and directions of the American Insurance Association, the Insurance Services Office, National Fire Protection Association, and any other body or organization exercising similar functions which may pertain or apply to the Contractor's operations hereunder.

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

- 1. will invalidate or be in conflict with any fire insurance policies covering the Facility or any part thereof or upon the contents of any building thereon; or

2. will increase the rate of any fire insurance, extended coverage or rental insurance on the Facility or any part thereof or upon the contents of any building thereon; or
 3. in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risk normally attendant upon the operations contemplated by this Contract; or
 4. may cause or produce in the premises, or upon the Facility any unusual, noxious or objectionable smoke, gases, vapors, odors; or
 5. may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Facility; or
 6. shall constitute a nuisance in or on the Facility or which may result in the creation, commission or maintenance of a nuisance in or on the Facility.
- f. If by reason of the Contractor's failure to comply with the provisions of this Section and provided the Port Authority has given the Contractor five (5) days written notice of its failure and the Contractor shall not have cured said failure within said five (5) days, any fire insurance, extended coverage or rental insurance rate on the Facility or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Contractor shall on demand pay the Port Authority that part of all fire insurance, extended coverage or rental insurance premiums paid or payable by the Port Authority which shall have been charged because of such violations by the Contractor.
 - g. The Contractor shall conduct its operations hereunder so as not to endanger, unreasonably interfere with, or delay the operations or activities of any tenants or occupants on the premises or the Facility and, moreover, shall use the same degree of care in performance on the premises as would be required by law of the Port Authority and shall conduct operations hereunder in a courteous, efficient and safe manner.
 - h. The Contractor shall provide such equipment and medical facilities as may be necessary to supply first aid service in case of accidents to its personnel who may be injured in the furnishing of service hereunder. The Contractor shall maintain standing arrangements for the removal and hospital treatment of any of its personnel who may be injured.

19. Assignments and Subcontracting

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

20. Indemnification and Risks Assumed By The Contractor

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

Contractor's operations or to its performance of work under this Contract, or arise out of the acts, omissions or negligence of the Contractor, the Port Authority, its Commissioners, Directors, agents, servants, officers, representatives or employees, third persons, or from the acts of God or the public enemy, or otherwise, including claims and demands of any local jurisdiction against the Port Authority in connection with this Contract.

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

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

If so directed, the Contractor shall at its own expense defend any suit based upon any such claim or demand, even if such suit, claim or demand is groundless, false or fraudulent, and in handling such shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of any court, tribunal, agency, special district, commission or other authority exercising judicial or regulatory functions over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, directors, officers, agents or employees, their affiliates, successors and/or assigns, the governmental nature of the Port Authority or the provision of any statutes respecting suits against the Port Authority. The Port Authority is an intended third-party beneficiary of the agreement between the Contractor, and each of its respective subcontractors and insurers, with the direct right to enforce the agreement with respect to this provision.

Neither the requirements of the Port Authority under this Contract, nor of the Port Authority of the methods of performance hereunder nor the failure of the Port Authority to call attention to improper or inadequate methods or to require a change in the method of performance hereunder nor the failure of the Port Authority to direct the Contractor to take any particular precaution or other action or to refrain from doing any particular

thing shall relieve the Contractor of its liability for injuries to persons or damage to property or environmental impairment arising out of its operations.

21. Approval of Methods

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

22. Safety and Cleanliness

- a. The Contractor shall, in the furnishing of services hereunder, exercise every precaution to prevent injury to person or damage to property or environmental impairment and avoid inconvenience to the occupants of or any visitors to the Facility. The Contractor shall, without limiting the generality hereof, place such personnel, erect such barricades and railings, give such warnings, display such lights, signals or signs, place such cones and exercise precautions as may be necessary, proper or desirable.
- b. The Contractor shall in case of unsafe floor conditions due to construction, wetness, spillage, sickness and all other types of hazardous conditions proceed to rope off the unsafe area and place appropriate warnings signs to prevent accidents from occurring. The Contractor shall clean said area to the satisfaction of the Manager.
- c. The Contractor shall at all times maintain in a clean and orderly condition and appearance any and all facilities provided by the Port Authority for the Contractor's operations, and all fixtures, sink closets, equipment, and other personal property of the Port Authority which are located in said facilities.
- d. The Contractor shall provide its personnel, and shall require its subcontractors to provide their personnel, with Personal Protective Equipment (PPE) prior to entering the Facility, and shall replenish PPE periodically as appropriate. PPE is equipment worn to minimize exposure to hazards that may cause serious injuries and illnesses at the workplace. These injuries and illnesses may result from contact with biological, chemical, radiological, physical, electrical, mechanical, or other workplace hazards. PPE may include, but shall not be limited to, items such as face coverings, gloves, safety glasses, shoes, earplugs, muffs, hard hats, respirators, coveralls, vests and full body suits. The Contractor shall require its personnel, and shall require its subcontractors to require its personnel, to utilize such PPE as appropriate to the Facility and Work covered under the Contract or as may be required by the Port Authority. Regardless of the type of Work, face coverings may be required to be worn at Port Authority Facilities.
- e. If, under this Contract/Agreement, any of your personnel perform, or may perform Work at any Port Authority Facility in close proximity to any Port Authority personnel, you will abide by the reasonable instructions of the Port Authority's Office of the Chief Security Officer, in accordance with Law informed by pertinent advice of state and federal health authorities. For purposes of this requirement "in close proximity" means personnel who perform or may perform Work at least one (1) day per week and interacts with any Port Authority personnel for fifteen (15) minutes or more.

The Port Authority may make any changes, modifications, updates, or revisions to these or any other Port Authority facility access requirements that the Port Authority, in its sole discretion, deems necessary or advisable.

23. Accident Reports

The Contractor shall promptly report in writing to the Manager of the Facility and to the Manager, Claims of the Port Authority all accidents whatsoever arising out of or in connection with its operations hereunder and which result in death or injury to persons or damage to property, setting forth such details thereof as the Port

Authority may desire. In addition, if death or serious injury or serious damage is caused, such accidents shall be immediately reported by telephone to the aforesaid representatives of the Port Authority.

24. Trash Removal

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

25. Lost and Found Property

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

26. Property of the Contractor

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

27. Modification of Contract

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

28. Invalid Clauses

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

29. Approval of Materials, Supplies and Equipment

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

At anytime during the Solicitation, pre-performance or performance periods, the Contractor may propose the

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

30. Intellectual Property

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

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

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

31. Contract Records and Documents – Passwords and Codes

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

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

32. Designated Secure Areas

Services under the Contract may be required in designated secure areas, as the same may be designated by the Manager from time to time (“Secure Areas”). The Port Authority shall require the observance of certain security procedures with respect to Secure Areas, which may include the escort to, at, and/or from said high security areas

by security personnel designated by the Contractor or any subcontractor's personnel required to work therein. All personnel that require access to designated secure areas who are not under positive escort by an authorized individual will be required to undergo background screening and personal identity verification.

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

33. Notification of Security Requirements

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

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

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

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

- Contractor/ Subcontractor identity checks and background screening

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

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

In accordance with the Port Authority's Information Security Handbook, background screening is required when a person has an established need to know or has access to any one of the following types of information or physical locations:

- 1) Confidential Privileged Information
- 2) Confidential Information related to a security project and/or task
- 3) Secure Area of an Authority or PATH facility
- 4) Mission critical system

The Contractor shall perform background checks through the Port Authority's personnel assurance program provider. The Secure Worker Access Consortium (S.W.A.C.) is the only Port Authority approved provider to be used to conduct background screening and personal identity verification, except as otherwise required by federal law and/or regulation (such as Security Identification Display Area (SIDA), the federal regulatory requirements for personnel performing Work at aviation facilities). 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. may be contacted directly at (877) 522-7922 for more information and the latest pricing. The cost for said background checks for staff that pass and are granted a credential may be reimbursable to the Contractor (and its subcontractors) as an out-of-pocket expense as provided herein. Costs for background checks 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 Port Authority construction sites or facilities (including rental spaces) without a facility-specific photo identification credential approved by the Port Authority. If the Port Authority requires facility-specific identification credentials for the Contractor and the subcontractor's staff, the Port Authority will supply such identification at no cost to the Contractor or its subcontractors. Such facility-specific identification credential shall remain the property of the Port Authority and shall be returned to the Port Authority at the completion or upon request prior to completion of the individual's assignment at the specific facility. It is the responsibility of the appropriate Contractor or subcontractors to immediately report to the Port Authority the loss of any staff member's individual facility-specific identification credential. The Contractor or subcontractor will be billed for the cost of the replacement identification credential. Contractor's and subcontractor's staff shall display Identification badges in a conspicuous and clearly visible manner, when entering, working or leaving an Port Authority construction site or facility.

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

Where applicable, for sensitive security construction sites or facilities, successful completion of the application, screening and identify verification for all employees of the Contractor and subcontractor shall be completed prior to being provided a Photo Identification credential by the personnel assurance program provider.

If any questions should arise as to when a Personnel Assurance Program background check is required, the Port Authority Manager or contract administrator should be contacted for assistance.

- Access control, inspection, and monitoring by security guards

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

- Compliance with the Port Authority Information Security Handbook

The Contract may require access to Port Authority information considered Protected Information ("PI") as defined in the Port Authority Information Security Handbook ("Handbook"), dated October 15, 2008, revised as of April 2, 2018, and as may be further amended. The Handbook and its requirements are hereby incorporated into this agreement and will govern the possession, distribution and use of PI if at any point during the lifecycle of the project or solicitation it becomes necessary for the Contractor to have access to PI. Protecting sensitive information requires the application of uniform safeguarding measures to prevent unauthorized disclosure and to control any authorized disclosure of this information within the Port

Authority or when released by the Port Authority to outside entities. The Handbook can be obtained at: <http://www.panynj.gov/business-opportunities/pdf/Corporate-Information-Security-Handbook.pdf>.

- **Audits for Compliance with Security Requirements**

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

34. Construction In Progress

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

35. Permit-Required Confined Space Work

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

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

36. Signs

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

37. Vending Machines, Food Preparation

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

38. Confidential Information/Non-Publication

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

b. Protected Information shall mean and include collectively, as per *The Port Authority of New York & New Jersey Information Security Handbook (October 15, 2008, revised as of April 2, 2018, and as may be further amended)*, Confidential Information, Confidential Proprietary Information, Confidential Privileged Information and information that is labeled, marked or otherwise identified by or on behalf of the Authority so as to reasonably connote that such information is confidential, privileged, sensitive or proprietary in nature. Confidential Information shall also include all work product that contains or is derived from any of the foregoing, whether in whole or in part, regardless of whether prepared by the Authority or a third-party or when the Authority receives such information from others and agrees to treat such information as Confidential.

c. The Contractor shall hold all such Protected Information in trust and confidence for the Authority, and agrees that the Contractor and the personnel provided by the Contractor hereunder shall not, during or after the termination or expiration of this Contract, disclose to any person, firm or corporation, nor use for its own business or benefit, any information obtained by it under or in connection with the supplying of services contemplated by this Contract. The Contractor and the personnel provided by the Contractor hereunder shall not violate in any manner any patent, copyright, trade secret or other proprietary right of the Authority or third persons in connection with their services hereunder, either before or after termination or expiration of this Contract. The Contractor and the personnel provided by the Contractor hereunder shall not willfully or otherwise perform any dishonest or fraudulent acts, breach any security procedures, or damage or destroy any hardware, software or documentation, proprietary or otherwise, in connection with their services hereunder. The Contractor shall promptly and fully inform the Director in writing of any patent, copyright, trade secret or other intellectual property rights or disputes, whether existing or potential, of which the Contractor has knowledge, relating to any idea, design, method, material, equipment or other matter related to this Contract or coming to the Contractor's attention in connection with this Contract.

d. The Contractor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or to the fact that goods have been, are being or will be provided to it and/or that services have been, are being or will be performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable. Notwithstanding such provision, the Port Authority generally will not object to a Port Authority contractor or subcontractor describing factual information that accurately describes the goods provided to, or services performed for, the Port Authority by such contractor or subcontractor in connection with a publicly known Port Authority contract, and permission is not required when such information will be conveyed in bid or proposal documents for work with other entities.

39. Time is of the Essence

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

40. Holidays

The following Holidays will be observed at the Site:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
Presidents Day	Veterans Day
Memorial Day	Thanksgiving Day
Juneteenth	Day After Thanksgiving
Independence Day	Christmas Day

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

41. Personnel Standards

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

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

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

42. General Uniform Requirements for Contractor's Personnel

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

43. Labor, Equipment and Materials Supplied by the Contractor

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

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

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

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

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

44. Contractor's Vehicles – Parking - Licenses

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

45. Manager's Authority

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

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

46. Reserved

47. Sustainable Packaging

Where applicable, the Vendor shall make best efforts to provide sustainable packaging, in furtherance of the Port Authority's sustainability goals, as set forth in the Port Authority's Sustainable Packaging Guidelines, which can be found at [Sustainable Packaging Guidelines](#).

48. MBE/WBE/SDVOB Enterprises

The Port Authority requires the Contractor to use every good faith effort to ensure that qualified Minority Business Enterprises (MBEs), Women-owned Business Enterprises (WBEs), and Service-disabled Veteran Owned Businesses ("SDVOBs") are provided an equal opportunity to participate in the work as subcontractors in accordance with applicable law or as set forth in the Contract.

49. Code of Ethics for Port Authority Vendors

The Port Authority has adopted a Code of Ethics for Port Authority Vendors (the "Code"). The Code is hereby made a part of this Agreement. The Code can be found at <https://www.panynj.gov/business-opportunities/become-vendor.html>.

PART III CONTRACTOR'S INTEGRITY PROVISIONS

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

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

- a. been indicted or convicted in any jurisdiction;
- b. been suspended, debarred, found not responsible or otherwise disqualified from entering into any contract with any governmental Agency or been denied a government contract for failure to meet standards related to the integrity of the Bidder;
- c. received a less than satisfactory rating on a public or government contract;
- d. had a contract terminated by any governmental Agency for breach of Contract or for any cause based in whole or in part on an indictment or conviction;
- e. ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those inserted in the Bid;
- f. had any business or professional license suspended or revoked or, within the five years prior to bid opening, had any sanction imposed in excess of fifty thousand dollars (\$50,000) as a result of any judicial or administrative proceeding with respect to any license held or with respect to any violation of a federal, state or local environmental law, rule or regulation;
- g. had any sanction imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or antitrust regardless of the dollar amount of the sanctions or the date of their imposition;
- h. 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 antitrust Investigation by any federal, state or local prosecuting or investigative Agency, including an inspector general of a governmental Agency or public authority; or
- i. been, and is not currently, in collections with respect to unpaid tolls to the Port Authority.

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

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

- a. the prices in its Bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- b. the prices quoted in its bid have not been and will not be knowingly disclosed directly or indirectly by the Bidder prior to the official opening of such Bid to any other bidder or to any competitor;
- c. no attempt has been made and none will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition;
- d. this organization has not made and will not make any offers or agreements or take any other action with respect to any Authority employee or former employee or immediate family member (i.e. spouse, domestic partner, child, parent, sibling, grandparent or grandchild) of either which would cause any Authority employee or former employee to violate his/her obligations under Administrative Instruction 20-1.15, Conflicts of Interest and Financial Disclosure (Revised September 30, 2019), and Administrative Instruction 20-1.16, Offers of Employment and Post-

Employment Obligations (Issued September 30, 2019), and as the same may be revised from time to time (copies of which are available upon request), nor does this organization have any knowledge of any act on the part of an Authority employee or former employee relating either directly or indirectly to this organization which constitutes a breach of his/her obligations as set forth in said Administrative Instructions. This organization acknowledges that if awarded this Contract by the Port Authority it will be bound by the provisions of the Port Authority Vendor Code of Ethics prohibiting, among other things, such offers or agreements or other actions giving rise to a breach by an Authority employee or former employee of his/her obligations as set forth in the aforesaid Administrative Instructions;

- e. no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Bidder for the purpose of securing business, has been employed or retained by the Bidder to solicit or secure this Contract on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency;
- f. the Bidder has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Contract; and
- g. no person or organization has been retained, employed or designated on behalf of the Bidder to impact any Port Authority determination with respect to (i) the solicitation, evaluation or award of this Contract, or (ii) the preparation of specifications or request for submissions in connection with this Contract.

The foregoing certifications in these Sections 1 and 2, shall be deemed to have been made by the Bidder as follows:

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

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

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

such disclosure, the Port Authority shall take appropriate action up to and including a finding of non-responsibility.

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

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

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

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

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

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

4. Contractor Responsibility, Suspension of Work and Termination

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

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

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

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

At all times, the Contractor shall not offer, give or agree to give anything of value either to a Port Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority, or to a member of the immediate family (i.e., spouse, domestic partner, child, parent, sibling, grandparent or grandchild) of any of the foregoing, in connection with the performance by such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority of duties involving transactions with the Contractor on behalf of the Port Authority, whether or not such duties are related to this Contract or any other Port Authority contract or matter. Any such conduct shall be deemed a material breach of this Contract. The Bidder acknowledges that if it is awarded this Contract, it will be bound by the provisions of the Port Authority Vendor Code of Ethics regarding Gifts, Gratuities and Favors.

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 this Contract or any other Port Authority contract), etc., 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, other than as permitted under Administrative Instruction 20-1.06, Giving and Accepting Gifts, (February 12, 2021), and as the same may be revised from time to time. Such term shall not include compensation contemplated by this Contract or any other Port Authority contract. Where used in this Section, the term "Port Authority" shall be deemed to include all subsidiaries and component units of the Port Authority.

The Contractor shall insure that no gratuities of any kind or nature whatsoever shall be solicited or accepted by it and by its personnel for any reason whatsoever from the passengers, tenants, customers or other persons using the Facility and shall so instruct its personnel. The Contractor shall include the provisions of this clause in each subcontract entered into under this Contract.

6. Obligation to Report

In the event that the Contractor becomes aware of the occurrence of any conduct that is prohibited by the section entitled "No Gifts, Gratuities, Offers of Employment, Etc.", or if the Contractor knows or should reasonably know that a principal, employee, or agent of the Contractor or of its Subcontractor(s) has committed a violation of federal, New York or New Jersey law addressing or governing: antitrust, public contracting, false claims, fraud, extortion, bribery, Bid rigging, embezzlement, prevailing wage or minority, woman, small or disadvantaged business enterprises, it shall report such information to the Port Authority's Office of Inspector General within three (3) business days of obtaining such knowledge. (See "<http://www.panynj.gov/inspector-general>" for

information about how to report information to the Office of Inspector General). Failing to report such conduct may be grounds for a finding of non-responsibility. The Contractor shall not take any Retaliatory Action against any of its employees for reporting such conduct.

In addition, during the term of this Contract, the Contractor shall not make an offer of employment or take any action with respect to a Port Authority employee or former employee that would require or cause such employee or former employee to breach his/her obligations under Administrative Instruction 20-1.15, Conflicts of Interest and Financial Disclosure (Revised September 30, 2019), and Administrative Instruction 20-1.16, Offers of Employment and Post-Employment Obligations (Issued September 30, 2019), and as may be revised from time to time (copies of which are available upon request to the Port Authority). The Contractor shall not require any former Port Authority employee in its employ to violate his/her post-employment obligations under Administrative Instruction 20-1.16. The Contractor acknowledges that if it is awarded the Contract it will be bound by the Port Authority Vendor Code of Ethics, which prohibits all vendors from taking such actions.

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

7. Conflict of Interest

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

8. Integrity Monitor

In the event that the Authority hires an integrity monitor (“Integrity Monitor”) in connection with the Work under this Contract, the Contractor and any Subcontractors shall cooperate fully with the Integrity Monitor and the Authority, which includes, but is not limited to, providing complete access to all personnel and records in any way related to the Work performed pursuant to this Contract. Any failure to cooperate may result in the termination of this Contract. The Contractor shall include the provisions of this clause in each subcontract entered into under this Contract.

9. Right to Audit

Notwithstanding anything to the contrary, the Authority, including its Inspector General, Audit Department and Integrity Monitor, or its designee(s) each shall have the right to audit all of the records of the Contractor with respect to the Work and the Contract, including, without limitation, records pertaining to any compensation paid, payable, or to be paid under the Contract. The Contractor shall not be entitled to any reimbursement or other compensation for costs associated with such audit, Investigation, or certification. The Contractor shall include the provisions of this clause in each subcontract entered into under this Contract.

The Contractor agrees to pay for the cost of any audit or Investigation conducted by the Authority, in which any criminal activity, ethics violations, or professional misconduct by the Contractor or any of its employees, or Subcontractors or any of its employees, are discovered. The Contractor shall further agree that should it fail or refuse to pay for any such audit or Investigation, the Authority is authorized to deduct from any sum owing the Contractor an amount equal to the cost of such audit and the damages resulting therefrom. The determination of the value of any such costs and decision to withhold any such payments are at the sole discretion of the Authority (including its Inspector General).

10. Definitions

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

“**Affiliate**” shall mean in relation to any Person, any other Person that, (i) directly or indirectly, through one or more intermediaries Controls or is Controlled by or is under common Control with that Person, (ii) has a ten percent (10%) or more voting or economic interest in that Person; or (iii) if the Person shall be a corporation whose voting securities shall be registered with the Securities and Exchange Commission and publicly traded on a regular basis, then only such shareholder of the Person having an ownership interest greater than five percent (5%).

“**Agency**” or “**Governmental Entity**” shall mean 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, the Port Authority of New York and New Jersey and its wholly owned subsidiaries and others.

“**Control**” shall mean the possession, directly or indirectly, of the power, exercisable jointly or severally (and whether or not currently exercised), to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. A Person may have Control of a specified Person notwithstanding that (a) one or more third parties may have rights to participate in major decisions of such specified Person and/or (b) it does not own fifty percent (50%) or more of the beneficial interests of such specified Person. This definition shall apply to the terms “Control”, “Controlling”, “Controlled by” and “under common Control with”.

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

“**Officer**” shall mean any individual who serves as chief executive officer, chief financial officer, or chief operating officer of the Bidder by whatever titles known.

“Person” shall mean an individual, a company, an association, a general or limited partnership, a joint venture, a corporation, a limited liability company, a trust, a consortium, an unincorporated organization, a Governmental Entity, or other legal entity.

“Parent” shall mean an individual, partnership, joint venture or corporation which owns more than 50% of the voting stock of the Bidder.

“Retaliatory Action”- Any adverse action taken by, or at the direction of, the Contractor, against any of its employees for reporting any information as set forth in the clause entitled “Obligation to Report,” above.

If the solicitation is a Request for Proposal:

Bid - shall mean Proposal;

Bidder - shall mean Proposer;

Bidding - shall mean submitting a Proposal.

In a Contract resulting from the taking of bids:

Bid - shall mean bid;

Bidder shall mean Bidder; except and until the Contract has been awarded, then it shall mean -Contractor;

Bidding - shall mean executing this Contract.

In a Contract resulting from the taking of Proposals:

Bid - shall mean Proposal;

Bidder - shall mean Proposer; except and until the Contract has been awarded, then it shall mean Contractor;

Bidding - shall mean executing this Contract.