

**THE PORT AUTHORITY OF NY & NJ**

**PROCUREMENT DEPARTMENT**

**ATTN: BID/PROPOSAL CUSTODIAN**

**4 WORLD TRADE CENTER**

**150 GREENWICH STREET, 21<sup>ST</sup> FLOOR**

**NEW YORK, NEW YORK 10007**

**REQUEST FOR PROPOSALS (RFP)**

**TITLE: REQUEST FOR PROPOSALS ("RFP") TO PROVIDE PERFORMANCE  
OF PROJECT MANAGEMENT SYSTEMS SUPPORT SERVICES  
DURING 2020 THROUGH 2023 - SMALL BUSINESS ENTERPRISE  
(SBE) SET ASIDE**

**RFP NO.: 58369**

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

**QUESTIONS DUE BY: December 2, 2019 TIME: 3:00 PM EDT**

**SBE APPLICATION DUE DATE: December 6, 2019 TIME: 3:00PM EDT**  
**\*(if not already a Port Authority-certified SBE)\***

**PROPOSAL DUE DATE: December 11, 2019 TIME: 2:00 PM EDT**

**CONTACT: NADINE AZIZ**

**EMAIL: naziz@panynj.gov**

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

### **A. General Information: The Port Authority of New York and New Jersey**

The Port Authority of New York and New Jersey (the "Port Authority" or the "Authority") is an agency of the States of New York and New Jersey, created and existing by virtue of the Compact of April 30, 1921, made by and between the two States, and thereafter consented to by the Congress of the United States. It is charged with providing transportation, terminal and other facilities of trade and commerce within the Port District. The Port District comprises an area of about 1,500 square miles in both States, centering about New York Harbor. The Port District includes the Cities of New York and Yonkers in New York State, and the cities of Newark, Jersey City, Bayonne, Hoboken and Elizabeth in the State of New Jersey, and over 200 other municipalities, including all or part of seventeen counties, in the two States. For background with respect to The Port Authority of New York and New Jersey see [www.panynj.gov](http://www.panynj.gov). Additionally, the most recent electronic version of the Port Authority's Annual Report is available at <http://www.panynj.gov/corporate-information/annual-reports.html>.

The Port Authority is hereby seeking proposals from Port Authority certified Small Business Enterprise ("SBE") firms and/or firms that have submitted evidence that they have submitted an application for Port Authority SBE certification by the date set forth herein (see Cover Page) to provide project management systems support services for The Port Authority's Project Management Office ("PMO").

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

The Port Authority is seeking responses to this RFP ("Proposals") from Port Authority certified SBE firms and/or firms that have submitted evidence that they have submitted an application for Port Authority SBE certification by the date set forth herein ("Proposers") for the provision of project management systems support services, including but not limited to: (1) operational support and maintenance services on existing systems, and (2) analytical and process improvement services for the Port Authority's enterprise project management systems, which will include but not limited to, the support and maintenance of systems and assistance in the standardization of project performance utilizing the Port Authority's project management systems, in accordance with best industry standards. Additionally, services will support the standardization of project performance metrics, processes, and procedures to monitor project progress and support delivery of capital and non-capital projects at various Port Authority facilities located in New York and New Jersey.

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



The due date specified on the cover page is the Proposal Due Date.

Closing of due date is 2:00 P.M., Eastern Daylight Time ("EDT").

#### **D. Vendor Profile**

To ensure maximum opportunities, it is vitally important that Proposers 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. Proposers may update their vendor profile or register as a Port Authority Vendor by accessing the online registration system at <https://www.paprocare.com>.

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

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

Proposal submissions will be received at:

The Port Authority of NY & NJ  
Attention: Proposal Custodian  
Procurement Department  
4 World Trade Center  
150 Greenwich Street, 21st Floor  
New York, NY 10007

Clearly mark the solicitation number on the outermost package.

One reproducible original (containing original signatures and clearly designated as such), five (5) compact discs (CD) and ten (10) double-sided copies of the proposal must be submitted on or before the due date and time in accordance with the information on the cover page of this RFP and sent or delivered to the Bid/Proposal Custodian at the address specified on the cover page. Each copy of the proposal as well as the parcel(s) used for shipping must be conspicuously marked with the Proposer's name and address as well as the Proposer's Vendor Number, if available. In addition, the outside of the package must clearly state the title of this RFP, the number of this RFP and the Proposal Due Date. Failure to properly label proposal submissions may cause a delay in identification, misdirection or disqualification of proposal submissions.

Express carrier deliveries by commercial vehicles can be made via vendors approved by Silverstein Properties, the 4 World Trade Center (4 WTC)

Property Manager, through the Vehicle Security Center (VSC). Presently, UPS is the only delivery vendor with approved recurring delivery times.

There is extensive security at the World Trade Center Site. Individuals must present a valid government-issued photo ID to enter 4 WTC. Individuals without valid identification shall be turned away and their packages not accepted. Individuals without packages or carrying small packages or boxes that can be conveyed by hand or on a hand truck may enter through the lobby. All envelopes, packages and boxes may be subject to additional security screening.

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

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

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

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

All communications concerning this RFP should be directed to the Contracts Specialist listed on the cover page. All questions regarding this RFP should be submitted in writing to the Contracts Specialist at the address or facsimile number listed on the cover page no later than 3:00 p.m. (EST) on the Question Due Date.

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

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

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

Acceptance shall be only by mailing to or delivering at the office designated by the Proposer in its proposal, a notice in writing signed by an authorized representative on behalf of the Port Authority specifically stating that the proposal is accepted or by execution of an agreement covering the subject

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

#### **H. Union Jurisdiction**

Proposers are advised to ascertain whether any union now represented or not represented at the facility will claim jurisdiction over any aspect of the operations to be performed hereunder and their attention is directed to the Section of this RFP entitled "Harmony" included in the "Standard Contract Terms and Conditions" hereunder.

#### **I. City Payroll Tax**

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

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

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

#### **J. Personnel Assurance Program and Contractor Staff Background Screening**

The Contractor awarded this Contract may be required to have its staff, and any subcontractors' 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. 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.

#### **K. 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](mailto:ACHENROLLMENT@PANYNJ.GOV).

## **2. SCOPE OF WORK**

The Port Authority is seeking responses to this RFP ("Proposals") from Port Authority certified SBE firms and/or firms that have submitted evidence that they have submitted an application for Port Authority SBE certification by the date set forth herein (see Section 8.F.d. and Cover Page) ("Proposers") for the provision of project management systems support services, including but not limited to: (1) operational and maintenance services on existing systems, and (2) analytical and process improvement services for the Port Authority's enterprise project management systems.

The expectations are to have one (1) Contract to provide the services ("Services" or "Work") as outlined in this RFP, Additional Information can be found in Attachment B – Part II, Specifications.

### 3. PROPOSER PREREQUISITES

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

- A. The Proposer shall have had at least three (3) years of continuous experience, immediately prior to the date of the submission of its Proposal, in the management and operation of a business which provides and manages resources in support of the operation and maintenance of project management systems for similar services of similar scope as defined herein, and is actually engaged in providing these services to commercial and industrial accounts under contract. The Proposer may fulfill this prerequisite if it can demonstrate that the persons or entities owning and controlling the Proposer have had a cumulative total of at least the same number of years and type of direct continuous experience immediately prior to the submission of this proposal as is required of the Proposer, or has owned and controlled other entities which meet the requirement.
  - 1. Similar services of similar scope shall be defined as any contract for either commercial, industrial or public sector accounts under contract for which the Proposer has provided the management of resources in support of the operation and maintenance of a project management system(s).
- B. During the time period stated in (A) above, the Proposer shall demonstrate satisfactory performance of a minimum of one (1) contract for similar services of similar scope as defined in Section 3.A.1. Additional information about documentation demonstrating meeting this requirement can be found under Section 8.F.b Documentation of Proposer Prerequisites
  - 1. The Proposer must (a) be certified as a Small Business Enterprise (SBE) by the Port Authority as defined in Attachment B, Part IV, Standard Contract Terms and Conditions, Section 2, Definitions, or (b) submit evidence that it has submitted an application for Port Authority SBE certification by the date set forth herein (see Section 8.F.d. and cover page) .**Port Authority SBE Certification MUST be obtained prior to award by the Authority.**

2. **In the event that the Proposer(s) does not obtain SBE Certification at the time of proposed award, the Authority shall deem the Proposal(s) non-responsive.**
3. Additional information regarding the SBE certification and application process can be found at: <http://www.panynj.gov/business-opportunities/sd-become-certified.html> and <https://panynj.diversitysoftware.com>. The Office of Diversity and Inclusion can be reached for assistance at (212) 435-7888 or by email at: [certhelp@panynj.gov](mailto:certhelp@panynj.gov).

All Proposers must include documentation that they meet the above prerequisites, as outlined under Section 8.F of the RFP. By furnishing this solicitation document to Proposers, the Port Authority has not made a determination that the Proposers have met the prerequisites or have otherwise been deemed qualified to perform the services. In addition, a determination that a Proposer has met the prerequisites is no assurance that they will be deemed qualified in connection with other Proposal requirements included herein.

#### **4. FINANCIAL INFORMATION**

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

- A. (1) Certified financial statements, including applicable notes, reflecting the Proposer's assets, liabilities, net worth, revenues, expenses, profit or loss and cash flow for the most recent year or the Proposer's most recent calendar year.
- (2) Where the certified financial statements in (1) above are not available, then reviewed statements from an independent accountant setting forth the aforementioned information shall be provided.
- (3) Where neither certified financial statements nor financial statements from an independent accountant are available, as set forth in (1) and (2) above, then financial statements containing such information prepared directly by the Proposer may be submitted; such financial statements, however, must be accompanied by a signed copy of the Proposer's most recent Federal income tax return and a statement in writing from the Proposer, signed by an executive officer or his/her designee, that such statements accurately reflect the present financial condition of the Proposer.

- B. Where the statements submitted pursuant to subparagraphs (1) and (2) aforementioned do not cover a period which includes a date not more than forty-five days prior to the Proposal Due Date, then the Proposer shall also submit a statement in writing, signed by an executive officer or his/her designee, that the present financial condition of the Proposer is at least as good as that shown on the statements submitted.
- C. The name and address of the Proposer's banking institution, chief banking representative handling the Proposer's account, the Proposer's Federal Employer Identification Number (i.e., the number assigned to firms by the Federal Government for tax purposes), the Proposer's Dun and Bradstreet number, if any, the name of any credit service to which the Proposer furnished information and the number, if any, assigned by such service to the Proposer's account.

## **5. EVALUATION CRITERIA AND RANKING**

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

### **A. Technical Work Approach**

The clarity and feasibility of the Proposal to supply the required services, which shall include the Proposer's management philosophy and management approach, proposed service standards and procedures to obtain a high level of service, quality control, quality assurance initiatives, and shall identify the firm's approach to being responsive to the Port Authority's requirements, and keeping the Port Authority informed of the project status by ensuring the quality of the work product, as well as providing transition in and out plans.

### **B. Staff Qualifications and Experience**

Detailed experience of key individuals to be responsible for the successful completion of the required services. Proposer must specify an on-site full-time lead individual with demonstrated experience leading a team of staff. Detailed resumes for each key individual that includes educational background, chronological history of employment, relevant licenses, and certification, as well as his/her specific role in performance of the project(s) identified.

**C. Cost**

The total estimated contract price as submitted on the Cost Proposal Form.

**D. Firm Experience**

The degree and extent to which the Proposer and its management has relevant and successful experience in providing management and oversight services specified in this RFP to others, and the ability to complete the services in accordance with the project schedule.

**6. MBE/WBE SUBCONTRACTING PROVISIONS**

Please refer to Attachment B, Part I, Section 9, of this RFP, entitled "MBE/WBE Subcontracting Provisions."

**7. CERTIFICATION OF RECYCLED MATERIALS PROVISION**

Proposers shall submit, with their proposal, Attachment "F", the Certified Environmentally Preferable Products / Practices Form attesting that the products or items offered by the Proposer contain the minimum percentage of post-consumer recovered material in accordance with the most recent guidelines issued by the United States Environmental Protection Agency (EPA), or, for commodities not so covered, the minimum percentage of post-consumer recovered materials established by other applicable regulatory agencies.

Recycling Definitions:

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

- a. "Recovered Material" shall be defined as any waste material or by-product that has been recovered or diverted from solid waste, excluding those materials and by-products generated from, and commonly reused within, an original manufacturing process.
- b. "Post-consumer Material" shall be defined as any material or finished product that has served its intended use and has been discarded for disposal or recovery having completed its life as a consumer item. "Post-consumer material" is included in the broader category of "Recovered Material".
- c. "Pre-consumer Material" shall be defined as any material or by-product generated after the manufacture of a product but before the product reaches the consumer, such as damaged or obsolete products. Pre-consumer Material does not include mill and manufacturing trim, scrap, or broken material that is generated at a manufacturing site and commonly reused on-site in the same or another manufacturing process.



- d. "Recycled Product" shall be defined as a product that contains the highest amount of post-consumer material practicable, or when post-consumer material is impracticable for a specific type of product, contains substantial amounts of Pre-Consumer Material.
- e. "Recyclable Product" shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.
- f. "Waste Reducing Product" shall be defined as any product that will result in less waste generated due to its use rather than another product designed to serve the same function with 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.

## **8. PROPOSAL SUBMISSION REQUIREMENTS**

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

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

The Proposer shall submit a letter on its letterhead, signed by an authorized representative, stating its experience and qualifications in meeting the requirements of this RFP.

The Letter of Transmittal shall contain:

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

Certificate of Incorporation as of the date of the opening of the Proposals;

- f. If a partnership: a statement of the names and residences of its principal officers, indicating which are general and which are special partners;
- g. If an individual: a statement of residence.

#### **B. Executive Summary**

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

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

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

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

The Proposer, by signing the Letter of Transmittal, makes the certifications in the "Contractor's Integrity Provisions," which can be found at: <http://www.panynj.gov/business-opportunities/pdf/PA3764B.pdf> If the Proposer cannot make any such certifications, it shall enclose an explanation of that inability.

#### **E. Code of Ethics for Port Authority Vendors**

Proposer'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>.

#### **F. Documentation of Proposer Prerequisites**

The Proposer shall submit documentation to demonstrate that it meets all prerequisites, included herein. Please utilize Attachment G, located in the RFP for the submittal of documentation related to prerequisites A and B.

- a. As outlined under Section 3.A, the Proposer may fulfill this prerequisite if it can demonstrate that the persons or entities owning and controlling the Proposer have had a cumulative total of at least three (3) years of continuous experience immediately prior to the submission of this proposal for the services described herein of similar services and of similar scope, as defined in Section 3.A.1, Proposer Prerequisites, as is required of the Proposer, or has owned and controlled other entities which meet the requirement.
  - i. To demonstrate the required years of continuous experience as defined in Section 3.A, the Proposer must provide a minimum of one contract (1) and at least one (1) contract reference, but can provide any amount of contract references, that cumulatively equate to the time specified in 3.A to meet the experience requirement, by identifying the start and end dates of the contracts submitted that reflect, at a minimum, three (3) years of experience in providing the requested services under this RFP, of similar services of similar scope, immediately prior to the date of submission of their proposal. (Example: If the Proposal submission is May 15, 2019, the Proposer must show that it was under contract (at least 1 from at least May 14, 2016 or prior.)
  - ii. For the purpose of defining similar services of similar scope, please refer to the definition provided under Section 3.A.1, Proposer Prerequisites of this RFP.
- b. During the time period stated in Section 3.A and as outlined under Section 3.B, the Proposer must demonstrate satisfactory performance of at least one (1) contract by providing a minimum of one (1) contract reference but can provide any amount of contract references that (a) cumulatively equate to the time specified to meet the experience requirement in Section 3A, by identifying the start and end dates of the contract(s) submitted that reflect, at a minimum, three (3) years of experience; (b) show that the Proposer has provided the management of resources in support of the operation and maintenance of a project management system(s) of similar services of similar scope of the requested services under this RFP. To meet the performance requirement, the Proposer shall provide a brief description of the Scope of Work associated with the contract reference(s) provided, which shall include, but not be limited to, the amount of resources supplied and identification of the Project Management Systems that were supported under the contract.

- c. As outlined in Section 3.C, the Proposer shall (a) be Port Authority certified Small Business Enterprise (SBE), as defined in Attachment B, Part IV, Standard Contract Terms and Conditions, Section 2, Definitions, prior to the Proposal Due Date and submit evidence of its Port Authority certification with their proposal submission or (b) submit evidence that it has submitted an application for Port Authority SBE certification dated a minimum of three (3) business days prior to the RFP due date (see Cover Page).
  - i. Port Authority SBE Certification MUST be obtained prior to award by the Authority.
  - ii. In the event that the Proposer(s) does not obtain SBE Certification at the time of proposed award, the Authority shall deem the Proposal(s) non-responsive.

#### **G. Proposal**

The Proposer must submit a proposal that details and clearly describes its experience and capability to perform the system support services described in this RFP, its approach to such work and the cost of such work to the Port Authority. At a minimum, the Proposal shall address the following:

##### **1. Technical Work Approach**

- a. The Proposer should provide a complete description of how it intends to implement and manage the required services hereunder, while identifying opportunities and implementation improvements to simplify systems and maximize efficiencies. The description shall include any information that the Proposer believes would be helpful to the Port Authority in assessing its ability to provide the services described in the RFP.
- (i) The Proposal must include the Proposer's plan to ensure compliance with the requirements of this Contract, including, but not limited to:
  - 1. insurance requirements
  - 2. the Proposer's MBE/WBE Participation Plan(s), in accordance with the MBE/WBE Subcontracting Provisions hereunder.
  - 3. The Proposer's Certified Environmentally Preferable Products/Practices Form ensuring compliance with all applicable federal, state and local standards in their business practices, in accordance with the Certified Environmentally Preferable Products/Practices Provision.
- (ii) The Proposer should submit proposed minimum service standards (and the appropriate measurements thereof), concepts or procedures

that will further its objective to provide the highest possible level of service, including how it will determine and maintain performance measurements.

- (iii) Proposer shall submit a self-assessment plan, applicable to all years of the Contract, which will include a system for monitoring, on a monthly basis, the Contractor's own performance. Adherence to this plan, if accepted, will become a part of the Contract requirements, and shall be subject to approval and audit by the Port Authority.
- (iv) Initiatives and Improvements – In addition, the Proposer shall address all of the requirements in the Scope of Work relating to Initiatives and Improvements. Refer to Attachment B, Part II, Specifications – Section III.B -Initiatives and improvements:
  - 1. The Proposer shall describe the methodology previously employed by it in other engagements relating to Continuous Improvement.
  - 2. The Proposer shall provide the Authority with a list of information generally needed to streamline the Continuous Improvement process.
  - 3. The Proposer shall describe its overall approach to Continuous Improvement, including how it will assist the Port Authority in defining, measuring, analyzing, improving and controlling its processes, methods, and practices that will result in system efficiency, improved customer experience and operational excellence.

b. Resource Requirements

(i) Required Number of Resources

As part of its Technical Work Approach, the Proposer must discuss and demonstrate its management approach as it relates to the resources being submitted and how the resources proposed will address the Port Authority's requirements herein.

Since the number of resources required will depend on the Proposer's technical and management approach, the Proposer should be aware that the Authority can only accommodate a total of six (6) resources onsite. Proposers shall fill out and submit with its proposal Resource Plan attached as attachment K.

NOTE: A final Continuous Improvement plan shall be completed by the awarded Contractor after the start of services, once the Contractor has gained familiarity with the applications/systems identified in this Contract, and shall be subject to prior approval by the Port Authority.

c. The degree of business risk assumed by the Authority:

- (i) The extent to which the Proposer, the Proposer's staff, the Proposer's subsidiaries (such as consultants, sub-consultants), the Proposer's contracts (including, but not limited to contractors, subcontractors, and vendors), or the Proposer's required services pose a risk to the Authority. These risks can be either directly affecting the Authority or indirectly affecting the Authority (including risks to the Proposer).
- 1. Business Risk includes, but is not limited to, an assessment of the impact resulting from the possible failure of the Contractor to perform under the terms and conditions of this Contract.

d. Transition Plans

- (i) Transition In - The Proposer shall provide a detailed engagement and transition plan that addresses all the requirements in the Scope of Work relating to Transition In. Refer to Attachment B, Part II, Specifications – Section III.C -Transition:
  - 1. The Proposer shall provide a Transition In Plan with milestones and deliverables that span the duration of the Transition In Period.
  - 2. The Proposer shall describe the methodology previously employed by it in other engagements to transition in its staff.
  - 3. The Proposer shall provide the Authority with a list of the information needed to streamline the Transition In process including, but not limited to, process maps, data sources, equipment inventories, and organizational charts.
  - 4. The Proposer shall provide the Authority with the resources required to complete the transition.
  - 5. The Proposer shall describe its overall approach to transition change management, including relationship management during on-boarding in a new environment.
  - 6. The Proposer shall provide a risk assessment to identify risks associated with Transition In and provide a mitigation plan for such risks.
- (ii) Transition Out - The Proposer shall address all of the requirements in the Scope of Work relating to Transition Out. Refer to Attachment B, Part II, Specifications – Section III.C -Transition:
  - 1. The Proposer shall describe the methodology previously employed by it in other engagements to transition out services.
  - 2. The Proposer shall provide the Authority with a list of information generally needed to streamline the Transition Out process.

3. The Proposer shall describe its overall approach to transition change management, including how it will mitigate staff turnover, adhere to service levels, and ensure consistent quality service during Transition Out.

**2) Staffing Qualifications and Experience**

- a. The Proposer shall show the number of full time and part time employees to be utilized in providing these services. The Proposer shall submit a staffing plan and addresses how the Proposer will minimize employee turnover during the duration of the resulting Agreement.
- b. Proposer shall describe in detail how the staff being submitted as resources under this contract meet or exceed both the assignment specific and/or general requirements identified in the Scope of Work.
- c. The Proposer shall provide a statement indicating the qualifications and experience of managerial and supervisory personnel employed by the firm who are to be exclusively dedicated to the Contract, including:
  - (i) Their length of service with the firm
  - (ii) The anticipated function of each person on the Contract
  - (iii) A summary of the relevant experience of each person listed (see Attachment B, Part III, Section III)
- d. Additional Resources: Proposer shall, after reviewing the Scope of Work, identify any additional resources it feels are necessary to complete the work and provide a detailed explanation as to why the additional resources are necessary and the value added that they would bring.
- e. The Proposer should provide a complete description of all employee management programs, currently utilized by your firm, including, but not limited to:
  - (i) Project Management or other related training
- f. The resumes of the individuals who are being recommended for services under this Contract must be included in the Proposal.
- g. Minimum Experience Requirements:

In addition to the Assignment Specific and General Requirements stated above for each Category, each of the following resources should have, at a minimum, the following:

  - Senior Programmer – Minimum of ten (10) years' experience
  - Junior Programmer – Minimum of five (5) years' experience

**3) Cost**

- a. The Proposer shall submit a Cost Proposal indicating the compensation that it expects to receive. The Cost Proposal shall be

complete and inclusive of all work required by this RFP and shall include, but not be limited to, all material and labor costs. The Cost Proposal should be submitted on Attachment B– Part III – Cost Proposal Form.

- b. Proposer shall identify all resources required to complete the work required under this RFP and any additional resources on the provided fields of the attached Cost Proposal Form located in Attachment B– Part III of this RFP.
  - (i) It should be assumed that all resources required under this RFP will be required to work a maximum of 40 hours per week, excluding Port Authority holidays and weekends, unless additional hours are required, at the Port Authority’s sole discretion.
- c. The degree of business risk assumed by the Authority:  
The extent to which the Proposer, the Proposer’s staff, the Proposer’s subsidiaries (such as consultants, sub-consultants), the Proposer’s contracts (including, but not limited to contractors, subcontractors, and vendors), or the Proposer’s required services pose a risk to the Authority. These risks can be either directly affecting the Authority or indirectly affecting the Authority (including risks to the Proposer).
  - (i) Business Risk includes, but is not limited to, an assessment of the impact resulting from the possible failure of the Contractor to perform under the terms and conditions of this Contract.

**4) Firm Experience**

- a. Utilizing Attachment C, the Proposer shall submit references, as described in Section 9H which will include but is not limited to, a listing of system support services contracts that were performed by or are currently being performed by the Proposer within the last three (3) years. For each contract listed, include:
  - (i) The name and address of the contracting party
  - (ii) The locations where the work was performed
  - (iii) Duration of the contract (start and end dates)
  - (iv) The approximate dollar amount of the contract
  - (v) The annual staff hours of full and part time labor expended in the performance of the contract
  - (vi) A summary of the types of work performed
  - (vii) The names, addresses and telephone numbers of representatives familiar with the work that the Port Authority may contact

The Proposer should indicate the total number of full time employees currently employed by the firm and the number employed in each of the preceding three (3) years.



## **5) Background Screening Plan**

- a. The Proposer shall submit a Background Screening Plan, which demonstrates how the Proposer will ensure that only employees who were successfully prescreened and properly credentialed perform the services herein. This Plan shall be applicable to all years of the Contract and shall include, but not be limited to, the following:
  - (i) The length of time researched for the identity check/background screening on new hires, which shall be at a minimum of 10 years of employment history or verification of what an employee documented they have done in the last 10 years preceding the date of the investigation, resources utilized to perform this, and the frequency at which it is performed on current employees.
  - (ii) Additionally, Proposers shall be aware that the Port Authority may, at its sole discretion, require additional screening in accordance with Section 1.K of the RFP.

## **H. Acknowledgment of Addenda**

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

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

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

#### **J. MBE/WBE Plan**

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

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

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

#### **a. Changes to this RFP**

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

#### **b. Proposal Preparation Costs**

The Port Authority shall not be liable for any costs incurred by the Proposer in the preparation, submittal, presentation, or revision of its proposal, or in any other aspect of the Proposer's pre-contract activity. No Proposer is entitled to any compensation except under an agreement for performance of services signed by an authorized representative of the Port Authority and the Proposer.

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

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

**d. Ownership of Submitted Materials**

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

**e. Subcontractors**

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

**f. Conflict of Interest**

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

**g. Authorized Signature**

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

**h. References**

The Port Authority may consult any reference familiar with the Proposer regarding its current or prior operations and projects, financial resources, reputation, performance, or other matters. Submission of a proposal shall constitute permission by the Proposer for the Port Authority to make such inquiries and authorization to third parties to respond thereto. The Proposer is instructed to provide the requested references on Attachment C of the RFP.

**i. Evaluation Procedures and Negotiation**

Only Proposers which meet the prerequisites may have their proposals evaluated based on the evaluation criteria set forth in this RFP. The Port

Authority may use such procedures that it deems appropriate to evaluate such proposals. The Port Authority may elect to initiate contract negotiations with one or more Proposers including negotiation of costs/price(s) and any other term or condition, including modifying any requirement of this RFP. The option of whether or not to initiate contract negotiations rests solely with the Port Authority.

**j. Taxes and Costs**

Purchases of services and tangible personal property by the Port Authority in the States of New York and New Jersey are generally exempt from state and local sales and compensating use taxes, and from most federal excises (Taxes). All costs associated with the Contract must reflect this exemption and be stated in U.S currency.

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

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

**l. Multiple Contract Awards**

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

**2) Right to Extend Contract**

If this is a proposal for a contract for a term of years, including specified options for renewal, the Port Authority reserves the additional right to extend the contract term for an additional one-hundred and eighty (180) days, upon the same terms and conditions of the original Contract negotiated between the Port Authority and the successful Proposer.

### 3) Rights of the Port Authority

- (1) The Port Authority reserves all its rights at law and equity with respect to this RFP including, but not limited to, the unqualified right, at any time and in its sole discretion, to change or modify this RFP, to reject any and all proposals, to waive defects or irregularities in proposals received, to seek clarification of proposals, to request additional information, to request any or all Proposers to make a presentation, to undertake discussions and modifications with one or more Proposers, or to negotiate an agreement with any Proposer or third person who, at any time, subsequent to the deadline for submissions to this RFP, may express an interest in the subject matter hereof, to terminate further participation in the proposal process by a Proposer or to proceed with any proposal or modified proposal, which in its judgment will, under all circumstances, best serve the Port Authority's interest. The Port Authority may, but shall not be obliged to, consider incomplete proposals or to request or accept additional material or information. The holding of any discussions with any Proposer shall not constitute acceptance of a proposal, and a proposal may be accepted with or without discussions.
- (2) No Proposer shall have any rights against the Port Authority arising from the contents of this RFP, the receipt of proposals, or the incorporation in or rejection of information contained in any proposal or in any other document. The Port Authority makes no representations, warranties, or guarantees that the information contained herein, or in any addenda hereto, is accurate, complete, or timely or that such information accurately represents the conditions that would be encountered during the performance of the contract. The furnishing of such information by the Port Authority shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Proposer, by submitting its proposal, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement or promise, of the Port Authority, its directors, officers, agents, representatives, or employees, oral or in writing, shall impair or limit the effect of the warranties of the Proposer required by this RFP or Contract and the Proposer agrees that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever.
- (3) At any time and from time to time after the opening of the proposals, the Port Authority may give oral or written notice to one or more Proposers to furnish additional information relating to its proposal and/or qualifications to perform the services contained in this RFP, or

to meet with designated representatives of the Port Authority. The giving of such notice shall not be construed as an acceptance of a proposal. Information shall be submitted within three (3) calendar days after the Port Authority's request unless a shorter or longer time is specified therein.

#### **4) No Personal Liability**

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

#### **10. ATTACHMENTS**

1. ATTACHMENT A – AGREEMENT ON TERMS OF DISCUSSION
2. ATTACHMENT B – PART I - CONTRACT SPECIFIC TERMS AND CONDITIONS
3. ATTACHMENT B – PART II - SPECIFICATIONS
4. ATTACHMENT B – PART III - COST PROPOSAL FORM
5. ATTACHMENT B – PART IV - STANDARD CONTRACT TERMS AND CONDITIONS
6. ATTACHMENT C – PROPOSER REFERENCE FORM
7. ATTACHMENT D- M/WBE PARTICIPATION PLAN
8. ATTACHMENT E – STATEMENT OF SUBCONTRACTOR PAYMENTS
9. ATTACHMENT F – CERTIFIED ENVIRONMENTALLY PREFERABLE PRODUCTS/PRACTICES
10. ATTACHMENT G – PROPOSER PREREQUISITES
11. ATTACHMENT H– ADMINISTRATIVE INSTRUCTIONS FOR CYBERSECURITY AND COMPUTING RESOURCES GUIDELINES
12. ATTACHMENT I– PORT AUTHORITY INFORMATION SECURITY HANDBOOK
13. ATTACHMENT J– PORT AUTHORITY TECHNOLOGY STANDARDS
14. ATTACHMENT K- PROPOSER RESOURCE PLAN

**ATTACHMENT A**

**PROJECT MANAGEMENT SYSTEMS SUPPORT SERVICES  
AGREEMENT ON TERMS OF DISCUSSION**

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

Any information (including information contained in any proposal, vendor qualification(s), ideas, models, drawings, or other material communicated or exhibited by us or on our behalf) provided in connection with this procurement is subject to the provisions of the Port Authority Public Records Access Policy adopted by the Port Authority's Board of Commissioners, which may be found on the Port Authority website at: <http://corpinfo.panynj.gov/documents/Access-to-Port-Authority-Public-Records/>. The foregoing applies to any information, whether or not given at the invitation of the Authority.

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

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

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

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

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DO NOT RETYPE.

**ATTACHMENT B  
PART I**

**CONTRACT SPECIFIC TERMS AND CONDITIONS  
PROJECT MANAGEMENT SYSTEMS SUPPORT SERVICES**

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**ATTACHMENT B  
PART I**

**CONTRACT SPECIFIC TERMS AND CONDITIONS  
PROJECT MANAGEMENT SYSTEMS SUPPORT SERVICES**

**1. *General Agreement***

Subject to all of the terms and conditions of this Contract, the undersigned (hereinafter called the "Contractor") hereby offers and agrees to provide all the necessary supervision, personnel, equipment, materials and all other things necessary to perform the Work required by this Contract as specified in Attachment B, Part II (the "Specifications") at the location(s) listed 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. Contract Documents means the final negotiated agreement and all related documents that comprise the agreement between the Port Authority and the Contractor.

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

**2. *Duration***

- a) The initial term of this Contract (hereinafter called the "Base Term") shall commence on or about April 1, 2020 (hereinafter called the "Commencement Date"), and unless otherwise terminated, revoked or extended in accordance with the provisions hereof, shall remain in effect for a period of three (3) years unless otherwise terminated in accordance with the provisions hereof (hereinafter called the "Expiration Date").
- b) The Port Authority shall have the right to extend this Contract for an additional one year period, following the Expiration Date, upon the same terms and conditions subject only to adjustments of charges, if applicable to this Contract, as may be hereinafter provided in the paragraph entitled "Price Adjustments". If the Port Authority shall elect to exercise the Option(s) to extend this Contract, then, no later than thirty (30) days prior to the Expiration Date, the Port Authority shall send a notice that it is extending the Base Term of this Contract, and this Contract shall thereupon be extended for the applicable Option Period. If the Contract provides for more than one Option Period, the same procedure shall apply with regard to extending the term of this Contract for succeeding Option Periods.

- c) The Port Authority shall have the absolute right to extend the Base Term for an additional period of up to one hundred and eighty (180) days subsequent to the Expiration Date of the Base Term, or the Expiration Date of the final exercised Option Period (hereinafter called the "Extension Period"), subject to the same terms and conditions as the previous contract period. The prices quoted by the Contractor for the previous contract period shall remain in effect during this Extension Period without adjustment. If it so elects to extend the term of Contract, the Port Authority will advise the Contractor, in writing, that the term is so extended, and will stipulate the length of the extended term, at least thirty (30) days prior to the expiration date of the previous contract period.

### 3. *Payment*

Subject to the provisions of this Contract, the Port Authority agrees to pay to the Contractor and the Contractor agrees to accept from the Port Authority as full and complete consideration for the performance of all its obligations under this Contract and as sole compensation for the Work performed by the Contractor hereunder, a compensation calculated from the actual quantities of services performed and the respective prices, as accepted by the Port Authority, inserted by the Contractor in the Cost Proposal Form (Attachment B, Part III), forming a part of this Contract, exclusive of compensation under the clause hereof entitled "Extra Work". "Work" means the services outlined in the "Specifications," Attachment B, Part II of this RFP.

The manner of submission of all invoices for payment to the Contractor by the Port Authority for Services rendered under this Contract shall be subject to the approval of the Port Authority Manager or his/her designee in all respects, including, but not limited to, format, breakdown of items presented and verifying records. All computations made by the Contractor and all billing and billing procedures shall be done in conformance with the following procedures:

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

from any obligation under or upon this Contract, or to (2) estop the Port Authority from showing at any time that such certificate, payment, acceptance, act or omission was incorrect or to (3) preclude the Port Authority from recovering any monies (a) paid in excess of those lawfully due or (b) to which the Port Authority may be entitled on account of and any damage sustained by the Port Authority.

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

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

#### **4. *Price Adjustment***

No price adjustments shall be allowable during the initial base term, extension periods or option periods of this Agreement.

#### **5. *Liquidated Damages***

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 no feasibility of otherwise obtaining an adequate remedy, as follows:

a) **Failure to Provide Required Category Resources**

In the event the Contractor fails to provide any of the required resources for the categories listed in this Contract then the amount payable by the Port Authority to the Contractor hereunder shall be reduced by an amount equal to the product obtained by multiplying two-hundred percent (200%) of the applicable hourly charge or charges set forth in the Contractor's Cost Proposal Form, accepted by the Port Authority, as the same may have been adjusted, by the number of hours, or fractions thereof, that the Contractor fails to provide the required category resources (it being understood that in no event shall any amount be payable by the Port Authority for work not actually provided by the Contractor).

b) **Failure to Provide Assignment Specific Requirements**

In the event the Contractor fails to meet any of the applicable assignment specific requirements listed in this Contract, then the amount payable by the Port Authority to the Contractor hereunder shall be reduced by an amount equal to the product obtained by multiplying two-hundred percent (200%) of the applicable hourly charge or charges set forth in the Contractor's Cost Proposal Form, accepted by the Port Authority, as the same may have been adjusted, by the number of hours, or fractions thereof, that the Contractor fails to perform the applicable assignment specific requirements (it being understood that in no event shall any amount be payable by the Port Authority for work not actually provided by the Contractor).

c) **Failure to Meet Personnel Qualifications**

In the event that, for any reason, the Contractor fails to have its employees meet or maintain the applicable personnel qualifications in this Contract, then, the amount payable by the Port Authority to the Contractor hereunder shall be reduced by an amount equal to One Hundred Dollars and No Cents (\$100.00) per day, multiplied by the number of days, or fractions thereof, the Contractor fails to have its employees meet or maintain the applicable personnel qualifications in this Contract.

d) **Failure to Develop, Update and Implement Project Management Systems**

In the event that, for any reason, the Contractor fails to develop, update, and implement project management systems by a mutually agreed upon date between the Contractor and the Port Authority, then the amount payable by the Port Authority to the Contractor hereunder shall be reduced by an amount equal to One Hundred Dollars and No Cents (\$100.00) per day, multiplied by the number of days, or fractions thereof, the Contractor fails to develop, update, and implement project management systems within the agreed upon time-frame.

e) **Failure to Provide Documentation, Reports, Records or Invoices**

In the event that, for any reason, the Contractor fails to maintain or provide or have available when required or requested by the Port Authority or fails to submit and/or provide accurate and correct documentation, reports, records or invoices as required, then the amount payable by the Port Authority to the Contractor hereunder shall be reduced by an amount equal to One Hundred Dollars (\$100.00) per day, per item of documentation, report or records that is not provided, multiplied by the number of days, or fractions thereof, that the Contractor fails to maintain or provide any documentation, reports or records.

The Manager shall determine whether the Contractor has performed in a satisfactory manner and their determination shall be final, binding and conclusive upon the Contractor.

Failure of the Manager or the Port Authority to impose liquidated damages shall not be deemed Port Authority acceptance of unsatisfactory performance or a failure to perform on the part of the Contractor or a waiver of its remedies hereunder.

Nothing contained in this section referenced above, nor the exercise of any right by the Port Authority hereunder, shall be deemed to be a waiver or relinquishment of any rights by the Port Authority or any other right it may have hereunder including any right to terminate this agreement based on the Contractor's breach or at law or in equity.

**6. Insurance**

Please see Section 16, Insurance Procured by the Contractor of Attachment B, Part IV – Standard Contract Terms and Conditions.

**7. Increase and Decrease in Areas, Frequencies and/or Resources**

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 resources of all or any part of the services required hereunder and/or to add areas not described herein in the Specifications or to remove areas or parts of areas which are hereunder so described. In the event the Manager decides to change any frequencies or areas such change shall be by written notice given to the Contractor not less than two weeks prior to the effective date of said changes, said changes to be effective upon the date specified in said notice.

In the event of an increase or decrease in areas, frequencies and/or resources, the Contractor's compensation will be adjusted to reflect such change in areas, frequencies and/or resources utilizing the applicable hourly rates for such services (for the applicable Contract year) as set forth on the Cost Proposal Form, as approved by the Port Authority. Where no specific hourly rate has been quoted for the type of services to be increased or decreased, the Manager shall have the right to negotiate the compensation to reflect such change, whether an increase or decrease in areas, frequencies and/or resources, which, in the opinion of the Manager, are 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 resources 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 resources shall not constitute Extra Work and, as such, shall not be limited by the Extra Work provisions of this Contract.

**8. Extra Work**

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

An increase in areas, frequencies and/or resources 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 and/or Resources" the Contractor is required to perform Extra Work pursuant to a written order of the Manager expressly recognizing such work as Extra Work. If Lump Sum or Unit Price compensation cannot be agreed upon by the parties in writing prior to the start of Work, the Contractor shall perform such Extra Work and the Contractor's compensation shall be increased by the sum of the following amounts and such amounts only: (1) the actual net cost, in money, of the labor required for such Extra Work; (2) ten percent (10%) of the amount under (1) above; (3) if the Extra Work is performed by a subcontractor, an additional five percent (5%) of the sum of the amounts under (1) through (3) above.

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

"Labor" means laborers, mechanics, and other employees below the rank of supervisor, directly employed at the Site of the Work subject to the Manager or 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 title to such materials, supplies, equipment, parts, and tools free of encumbrances.

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

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

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

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

If the Contractor deems work to be Extra Work, the Contractor shall give written notice to the Manager within twenty-four (24) hours of performing the work that it so considers as Extra Work, and failure of the Contractor to provide said notice shall constitute a waiver of any claim to an increase in compensation for such work and a conclusive and binding determination that it is not Extra Work. The Contractor shall supply the amount of personnel required by the Manager within seven (7) days following the receipt of written or verbal notice from the Manager, or in the case of an emergency as determined by the Manager, within twenty-four hours following the receipt by the Contractor of the Manager's written or oral notification. Where oral notification is provided hereunder, the Manager will thereafter confirm the same in writing. All Extra Work shall be billed to the Port Authority on a separate invoice on a monthly basis.

#### **9. MBE/WBE Subcontracting Provisions**

The Port Authority has a long-standing practice of making its business opportunities available to Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) and has taken affirmative steps to encourage such firms to seek business opportunities with the Port Authority.

The Proposer ("Contractor") shall use every good-faith effort to provide for participation by Port Authority certified Minority Business Enterprises (MBEs) and Port Authority certified Women-owned Business Enterprises (WBEs) in all purchasing and subcontracting opportunities associated with this Contract, including purchase of equipment, supplies and labor services, in accordance with the section of the Standard Terms and Conditions entitled "MBE/WBE Good Faith Participation."

The Contractor shall use good faith efforts to achieve participation equivalent to twenty percent (20%) of the total Contract price for Port Authority certified MBEs and ten percent (10%) of the total Contract price for Port Authority certified WBEs.

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

- a. Dividing the services and materials to be procured into smaller portions, where feasible.
- b. Giving reasonable advance notice of specific contracting, subcontracting and purchasing opportunities to such MBE/WBEs as may be appropriate.
- c. Soliciting services and materials from a Port Authority certified MBE/WBE. To access the Port Authority's Directory of MBE/WBE Port Authority certified firms go to <http://www.panynj.gov/business-opportunities/sd-mwsdbe-profile.html>.

- d. Ensuring that provision is made to provide progress payments to MBE/WBEs as defined in the prompt payment provision below.
- e. Observance of reasonable commercial standards of fair dealing in the respective trade or business.

Proposers are directed to use form PA3760C as the recording mechanism for the MBE/WBE participation plan, annexed hereto as may be downloaded at <http://www.panynj.gov/business-opportunities/become-vendor.html>.

Proposers shall include with their Proposals, a MBE/WBE Participation Plan for each MBE/WBE subcontractor, to be reviewed and approved by the Authority's Office of Business Diversity and Civil Rights (OBDCR).

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

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

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

Subsequent to Contract award, all changes to any of the MBE/WBE Participation Plans must be submitted via a Modified MBE/WBE Participation Plan to the Manager for review and approval by the Authority's Office of Business Diversity and Civil Rights. For submittal of modifications to the MBE/WBE Participation Plans, Contractors are directed to use form PA3760D, which may be downloaded at <http://www.panynj.gov/business-opportunities/become-vendor.html>. The Contractor shall not make changes to its approved MBE/WBE Participation Plan or substitute MBE/WBE subcontractors or suppliers for those named in their approved plan without the Manager's prior written approval. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the Contractor's own forces, shall be a violation of this section. Progress toward attainment of MBE/WBE participation goals set forth herein will be monitored throughout the duration of this Contract.

The Contractor shall also submit to the Manager, along with invoices, a Statement of Subcontractor Payments through the use of form PA3968, which may be downloaded at <http://www.panynj.gov/business-opportunities/become-vendor.html>. The Statement must include the name and business address of each MBE/WBE subcontractor and supplier actually involved in the Contract, a description of the work performed and/or product or service supplied by each such subcontractor or supplier, the date and amount of each expenditure, and such other information that may assist the Manager in determining the Contractor's compliance with the foregoing provisions.



**Prompt Payment/Retainage**

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

**MBE/WBE Conditions of Participation**

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

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

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

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

D. Equipment: MBE/WBE subcontractors may supplement their equipment by renting or leasing additional equipment in accordance with customary industry practice. If the MBE/WBE obtains equipment from the Contractor, their affiliates and other subcontractors performing Work on the Contract, the MBE/WBE shall provide documentation to the Authority demonstrating that similar equipment and terms could not be obtained at a lower cost from other customary sources of equipment. The required

documentation shall include copies of the rental or leasing agreements, and the names, addresses and terms quoted by other sources of equipment.

#### **Counting MBE/WBE Participation**

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

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

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

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

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

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

F. Trucking Operations. If using an MBE/WBE firm for trucking operations, the MBE/WBE trucking firm of record is the firm that is listed on the MBE/WBE Participation Plan. The MBE/WBE trucking firm shall own and operate at least one registered, insured, and fully operational truck used for the performance of the Work and shall be responsible for the management and supervision of the entire trucking operation for which it is

responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting the MBE/WBE goal. The MBE/WBE trucking firm of record shall control the day-to-day MBE/WBE trucking operations for performance of the Work, and shall be responsible for (1) negotiating and executing rental/leasing agreements; (2) hiring and terminating the work force; (3) coordinating the daily trucking needs with the Contractor; and (4) scheduling and dispatching trucks.

1. MBE/WBE Owned/Leased Trucks. One hundred percent (100%) of the value of the trucking operations the MBE/WBE provides for the performance of the Work using trucks it owns or leases on a long-term basis that are registered, insured, and operated by the MBE/WBE using drivers it employs, will be counted toward the MBE/WBE goal.
2. MBE/WBE Short-Term Leased Trucks. The MBE/WBE may lease trucks on a short-term basis from another MBE/WBE, including an owner/operator who is Port Authority certified as an MBE/WBE. One hundred percent (100%) of the value of the trucking operations that the lessee MBE/WBE provides will be counted toward the MBE/WBE goal.
3. Non-MBE/WBE Trucks. The MBE/WBE may lease trucks on a short-term basis from a non-MBE/WBE, including an owner-operator. One hundred percent (100%) of the fee or commission the MBE/WBE receives as a result of the lease arrangement will be counted toward the MBE/WBE goal. The value of the trucking operations provided by the lessee will not be counted toward the MBE/WBE goal.
4. Joint Venture. Joint ventures between MBE/WBEs and non-MBE/WBEs may be counted toward the MBE/WBE goal in proportion to the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE/WBE performs with its own forces. Please contact the Office of Business Diversity and Civil Rights at (201) 395-3958 for more information about requirements for such joint ventures.

#### **10. Safe Vehicle Operation**

Contractor shall perform services in compliance with all Federal Motor Carrier Safety Agency ("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 IV of Attachment B.

## **ATTACHMENT B PART II –SPECIFICATIONS**

### **I. BACKGROUND**

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

The Port Authority is seeking responses to this RFP (“Proposals”) from Port Authority certified SBE firms and/or firms that have submitted evidence that they have submitted an application for Port Authority SBE certification, as outlined under Section 3.C, Proposer Prerequisites, by the date set forth herein (see RFP Section 8.F.c. and Cover Page) (“Proposers”) for the provision of project management systems support services, including but not limited to: (1) operational support and maintenance services on existing systems, and (2) analytical and process improvement services for the Port Authority’s enterprise project management systems. which will include but not limited to, the support and maintenance of systems and assistance in the standardization of project performance utilizing the Port Authority’s project management systems, in accordance with best industry standards. Additionally, services will support the standardization of project performance metrics, processes, and procedures to monitor project progress and support delivery of capital and non-capital projects at various Port Authority facilities located in New York and New Jersey.

The Port Authority’s Project Management Office (“PMO”) is responsible for providing agency-wide leadership in the planning, development, and successful implementation of projects in accordance with industry best practices as well as the development of the agency’s capital plan and annual capital budget.

### **II. GENERAL**

The Port Authority’s Project Management Office (“PMO”) is responsible for providing agency-wide leadership in the planning, development, and successful implementation of projects in accordance with industry best practices, as well as the development of the agency’s capital plan and annual capital budget.

You can view the latest, approved Capital Plan on the Port Authority website at: [https://corpinfo.panynj.gov/pages/capital-plan/?\\_ga=1.216089297.6802152.1433436378](https://corpinfo.panynj.gov/pages/capital-plan/?_ga=1.216089297.6802152.1433436378).

The Contractor will provide (1) operational and maintenance services on existing systems, and (2) analytical and process improvement services for the Port Authority’s enterprise project management systems, including, but not limited to:

- a) The Capital Program Delivery Dashboard (The Dashboard)
- b) Integrated Capital Management Systems (ICMS)
- c) Project Scheduling applications, such as Primavera
- d) PMO internal applications and reports
- e) PMO SharePoint Site

Services to be provided under this RFP will include, but not be limited to, overall systems simplification and efficiency improvements, standardization of project performance metrics, processes and procedures to monitor project progress and support delivery of Capital and Operating projects, data analysis reporting, project control support, development of process improvements, as well as systems development, implementation and maintenance.

Contractors and Consultants are only allowed to develop PMO applications with Port Authority Technology Department approved database and software applications and programming language. The Contractor shall be responsible for updating and maintaining the PMO applications for business continuity, as described in this Attachment B, Part II, Specifications, and providing technical and any other documentation, as requested by the Port Authority.

Additional information regarding expected work locations and hours can be found in this Attachment B, Part II, Specifications, III.A.(6), General Requirements.

For each of the categories of work outlined in Section III of this Attachment B, Part II, Specifications, the Proposer must include the number of resources and an estimate of hours for both the junior and/or senior programmers required to complete the work on a full-time basis (40)-hour work week. See Attachment K.

### **III. DESCRIPTION OF SERVICES AND TECHNICAL SKILL**

#### **A. Operations and Maintenance**

##### **(1) Category 1: Dashboard - General Scope:**

The services of the Contractor shall generally consist of, but not be limited to, administration, support, maintenance and enhancements or refinements to the Dashboard. The Dashboard is an internal site open only to users designated by the Port Authority and is refreshed twice monthly. It also consists of a standalone application (Reason Code) that is used by specific users with permissions to provide reason codes to be used in the Dashboard. The tasks to be performed by the Contractor shall include, but are not limited to, the following:

- a) Perform continuous application improvements, enhance database and User Interface (UI) changes to incorporate change requests from the Port Authority to the Dashboard
- b) Load actuals twice per month or as otherwise may be required by the Port Authority (Preliminary and Final) into the Port Authority's Electronic Resource Planning System (SAP) to the development environment and move it to production after the Quality Assurance and Quality Control check conducted by the Port Authority's PMO Control Team.
- c) Perform testing, piloting, coordinating and implementing of new features.

**Current Application Environment:**

Both the Capital Program Delivery Dashboard and the Reason Code application are developed on .NET Framework 4.5, C# and ASP.NET with SQL Server as the backend database. Internal reports are created using SSRS. The primary data source for the Dashboard is coming from the ICMS. Currently, there are more than 500+ users that are regularly using the Dashboard and the Reason Code application regularly.

**Assignment Specific Requirements:**

Contractor resources assigned to support and maintain this system shall have the following qualifications and experience necessary to perform the services required in a competent and professional manner:

- 1) Demonstrated experience working with executive teams, with in-depth knowledge of the capital planning process, financial analysis, and capital project delivery with firms of similar size and scope to the Port Authority.
- 2) Proficiency in developing .NET Framework 4.5 application using Microsoft Visual Studio (2010 to 2013).
- 3) Extensive experience with object-oriented programming languages like C#, VB.NET.
- 4) Experience with using Source Control software like Team Foundation Server (TFS).
- 5) Demonstrated extensive experience in database development using SQL Server (2014) and SQL Server Reporting Services (SSRS).
- 6) Experience in the administration/design/deployment of web servers (Microsoft IIS Version 8.5).
- 7) Demonstrated extensive experience in data analysis and ad-hoc reports development using Cognos BI packages and Microsoft Excel (2016).
- 8) Demonstrated extensive experience in ETL development using SQL Server Integration Services (SSIS).

**(2) Category 2: Integrated Capital Management Systems (“ICMS”) - General Scope:**

The ICMS system is an enterprise system designed and developed jointly by PMO and the Technology Department (“TD”). It consists of three major technology components: (i) SharePoint, (ii) Cognos TM1 and Business Intelligence (BI), and (iii) Data Warehouse.

TD is responsible for the development, maintenance and training of the Cognos TM1 & BI and Data Warehouse.

With respect to SharePoint, PMO is responsible for coordinating the requirements with PMO business units and TD, User acceptance Testing (“UAT”), and enhancing the SharePoint component of the ICMS system. This includes workflow automation, electronic forms, and document management solutions, which will be developed on the SharePoint platform.

The services of the Contractor shall generally consist of, but not be limited to, application enhancement, support and maintenance activities for the ICMS system. The tasks to be performed shall include, but are not limited to, the following:

- a) Manage and coordinate the delivery of the ICMS solutions with TD business users. Prioritize various tasks and development of timeline/schedule. Facilitate requirements gathering sessions, consolidate and translate business requirements

into technical requirements. Provide recommendations and design solutions to improve operational efficiency.

- b) Design, develop, test and deploy solutions using SharePoint 2016, including, but not limited to system architecture, database and security design or enhancement, site collections and storage management, SharePoint user profile policies, groups, permission matrix configuration, custom-developed web parts, site pages, forms, common functions, and Application Programming Interface (“API”) or system integration.
- c) Develop and maintain system documentations for new ICMS features.

#### **Current Application Environment:**

The ICMS's SharePoint component consists of capital pre-onboarding, charge code generation, and post-onboarding modules. This solution also includes collaboration, portals, search, enterprise content management (“ECM”), workflow automation, electronic forms and notifications. Currently, ICMS has approximately 500+ end users utilizing two instances of SharePoint 2016 (on-premises). All instances are deployed on individual Windows Server 2012 Web front end servers. Additional tools, such as .NET framework 4.5, Microsoft Enterprise Visual Studio 2017 and Integrated SSRS are used for reports.

#### **Assignment Specific Requirements:**

Contractor resources assigned to support and maintain this system shall have the following qualifications and experience necessary to perform the services required in a competent and professional manner:

1. Demonstrated experience in three major technology components, SharePoint, Cognos TM1 and BI, and Data Warehouse.
2. Demonstrated experience in systematic approach to problem solving, solution development, and continuous process improvement.
3. Demonstrated experience in capital project planning process, capital project delivery, and financial performance analysis.
4. Demonstrated extensive experience in SharePoint solution architect design, development of standards, governance policies and deployment of best practices in accordance with Microsoft guidelines and development methodology. In addition, qualified candidates should have in-depth knowledge of developing custom workflows with SharePoint document management, system integration, custom web parts, PowerShell scripts, CSS and SSRS, etc.
5. Demonstrated experience in designing and implementing custom databases using existing features, views, functions, stored procedures and SSIS packages. SSIS means a platform for data integration and workflow applications. It features a data warehousing tool used for data extraction, transformation, and loading (ETL). The tool may also be used to automate maintenance of SQL Server databases and updates to multidimensional cube data.
6. Demonstrated experience in creating and customizing SharePoint pages using .NET, Bootstrap, jQuery, JSON, Angular JS 1.x/2.x, JavaScript, CSOM, SP Services and REST API.
7. Demonstrated experience in administration functions including SPO PowerShell scripts, configuring SharePoint services, managing external data sources, search services, Creating and Managing Secure Store Application and Business Connectivity Services.

8. Demonstrated experience in conducting agency-wide training sessions.

**(3) Category 3: Primavera P6 - General Scope:**

The services of the Contractor shall generally consist of, but not be limited to, administration, support, maintenance and enhancements to the Port Authority's integrated project controls software system (Oracle's Primavera Enterprise Project Portfolio Management P6) and various PMO internally developed applications. The tasks to be performed shall include, but are not limited to, the following:

- a) Manage and administer the Oracle Primavera P6 environment including setting up security profiles, user groups, and user accounts, creating and maintaining project and activity level codes and values. Ensure that the functionalities of all data interfaces and the accuracy and integrity of all resulting data and reports, setting up data backup and disaster recovery procedures.
- b) Maintain and support role-based intelligent dashboards to support rapid drill down to highlight performance exceptions based on key project measures.
- c) Develop and implement procedures to upgrade and maintain the Authority's Oracle Primavera P6 environment to the latest and most stable version.

**Current Application Environment:**

The Authority's current project controls environment consists primarily of 500+ end users utilizing four instances of Oracle's Primavera P6 - EPPM (Release 16.2) software. All instances are deployed on individual Microsoft SQL Server instances (Version 2014) and WebLogic (Version 12.1.3) application servers. Additional tools, such as .NET framework 4.5, Microsoft Visual Studio (2010 to 2017) or SSRS are used for developing reports and ETL processes.

**Assignment Specific Requirements:**

Contractor resources assigned to support and maintain this system shall have the following qualifications and experience necessary to perform the services required in a competent and professional manner:

- 1) Demonstrated extensive experience in administration of Oracle's Primavera P6 (release 16.2) software, including the deployment, backup and disaster recovery, system patches, and software upgrades. It is preferred that Qualified Contractor resources also have Primavera P6 certification.
- 2) Experience in installation and management of WebLogic (Version 12.1.3).
- 3) Experience in administration of Microsoft SQL Database Server (Version 2014), SQL Server Integration Services (Version 2014), SQL Server Reporting Services (SSRS).
- 4) Demonstrated extensive experience performing extract, transform and load (ETL) operations.
- 5) Demonstrated proficiency in database development using Microsoft SQL Server (Version 2014) and Microsoft Access (2007 & 2013).
- 6) Demonstrated proficiency in SQL Server Reporting Services (SSRS) development.
- 7) Demonstrated proficiency in developing .NET Framework 4.5 applications in Microsoft Visual Studio (2010 to 2013) using C #, ASP.NET, and JavaScript in conjunction with Team Foundation.
- 8) Experience in advanced Excel (2007 and 2013) features.



**(4) Category 4: PMO Applications and Reports - General Scope:**

The services of the Contractor shall generally consist of, but not be limited to, administration, support, maintenance and enhancements to PMO custom-developed .NET applications, such as Monthly Capital Performance Report (MCPR) and Project Status Reports (PSR), along with Cognos Reports, which are critical to monitor project performance and capital plan performance on a regular basis. Other PMO applications, such as Lessons Learned, Construction Book, Scope Management, MWSBE Optout Form etc., are also based on the .NET platform. In addition, PMO maintains and supports 35+ Cognos BI or SSRS reports. These custom-developed solutions are a set of project management tools designed and developed for line departments to improve and optimize each project's operational efficiencies and execution. The tasks to be performed shall include, but are not limited to, the following:

- a) Provide support and potential upgrades on the existing critical Cognos Reports such as CPOC, Capital Projects Data Comparison Report, Charge Code Request Status Report.
- b) Ensure the design and code standards are in accordance with Microsoft development guidelines.
- c) Provide maintenance and support for PMO applications, ICMS Agency planning packages on two different platforms (Data Manager and SSIS), user access and permissions, and various integration points.

**Current Application Environment:**

The PMO custom-developed application are developed on .Net framework in C#, ASP.NET, JavaScript, and SQL using Visual Studio (2010 to 2013), SQL Server (2008 R2 and 2014), SQL Server Reporting Services (SSRS), and Microsoft Access (2007 & 2013). The PSR reports are developed using Cognos Report Studio use Cognos data packages.

**Assignment Specific Requirements:**

Contractor resources assigned to support and maintain this system shall have the following qualifications and experience necessary to perform the services required in a competent and professional manner:

- 1) Demonstrated proficiency in Cognos Business Intelligence Report Studio (Ver. 10.1) and SQL Server Reporting Services (SSRS).
- 2) Demonstrated proficiency in administration and development of Microsoft SQL Database Server (2008 R2 & 2014), SQL Server Integration Services, SQL Server Reporting Services (SSRS), and Microsoft Access (2007 & 2013).
- 3) Experience in performing extract, transform and load (ETL) operations.
- 4) Demonstrated extensive experience in object-oriented programming languages, such as C#, VB.NET.
- 5) Demonstrated extensive experience in developing .NET Framework 4.5 applications in Microsoft Visual Studio (2010 and 2013) using C # and ASP.NET in conjunction with Team Foundation and Administrating/designing/deploying web servers (Microsoft IIS Ver. 8.5).
- 6) Demonstrated proficiency in Advanced Excel (2007 and 2016) features.

**(5) Category 5: PMO SharePoint Sites - General Scope:**

The services of the Contractor shall generally consist of, but not be limited to, administration, support, maintenance and enhancements to the various SharePoint sites maintained by the Project Management Office (PMO). These include PMO portals that handles Contract Management, team sites, and various status tracking sites (for the PMO Project Risk Management team) used by users within the PMO, along with Access Request forms to streamline the process of providing access to the various PMO applications. PMO also uses SharePoint Online solutions for collaboration and information sharing. The tasks to be performed shall include, but are not limited to, the following:

- a) Administer the SharePoint environment, provide access and create SharePoint groups and roles across all portals.
- b) Develop configuration management plan and conduct change management review. Design and implement disaster recovery plan, backup and restore process, security guidelines and audit, of which a documented audit trail will be required, configuration management, and work with TD to perform deployment on the Port Authority's SharePoint production environment(s), such as On-premises, Online, or Hybrid.
- c) Conduct end users training sessions for new system features and reports.

**Current Application Environments:**

The PMO SharePoint sites are running on the SharePoint 2016 with out-of-the-box features, custom developed WebParts and solutions using Enterprise Visual Studio 2017 and .NET Framework 4.5 with SQL Server (2014) and Integrated SQL Server Reporting Services. The PMO sites also use InfoPath and SharePoint workflow engine to automate the business processes. Both SharePoint on-premises and online environments (Production and UAT) are owned and managed by TD. PMO is responsible for developing and maintaining sites, solutions, workflows, digital repository, scripts, codes, and other contents. Any deployment in the UAT and production environment will be managed and coordinated with TD.

**Assignment Specific Requirements:**

Contractor resources assigned to support and maintain this system shall have the following qualifications and experience necessary to perform the services required in a competent and professional manner:

- 1) Demonstrated extensive experience in SharePoint 2016 architecture design and configuration, including On-premises, Online, or Hybrid implementations.
- 2) Demonstrated extensive experience with maintaining and managing SharePoint 2016 sites with functionalities like creating sites, list, libraries etc., and in-depth knowledge of developing custom templates, SharePoint workflows, versions, document management, metadata management, etc.
- 3) Demonstrated proficiency in developing customized forms using InfoPath 2013.
- 4) Experience with object-oriented programming language C# specially in terms of creating custom Webparts, forms and integration with SharePoint platform.
- 5) Experience with using SharePoint Designer 2013 to create SPD workflows, creating master pages and page layouts.
- 6) Experience working with CSS and styles to support compatibility across various browsers.

- 7) Creating reports from SharePoint lists using SQL Server Reporting Services (SSRS).
- 8) Demonstrated extensive experience in SharePoint administration, change management, disaster recovery, backup and restore, production deployment that adhere to Microsoft SharePoint best practices.

**(6) General Requirements:**

- 1) Professional project staff provided by the Contractor shall be required to work at any location in New York and or New Jersey but will generally work at the Port Authority offices located at Port Authority Technical Center (PATC), 241 Erie Street, Jersey City, NJ. In addition, each project staff member may be required to work on any of the other applications and/or systems covered under this contract as needed and as directed by the Port Authority.
- 2) Professional project staff shall work during the days and hours as requested by the PMO. The Port Authority works a 8-hour day. A typical workday schedule may be from 8:30 AM to 4:30 PM, Monday through Friday, excluding weekends and defined holidays under Section 2, Definitions, of Attachment B, Part IV, with a mandatory 45-minute lunch break. The Port Authority shall further define the workday schedule in advance with the Contractor prior to the commencement of the Contract.
- 3) The Contractor shall maintain daily attendance records for all employees performing work under this Contract.
- 4) The Contractor shall be responsible for any equipment issued by the Port Authority.
- 5) The Contractor shall support an orderly transition as defined in Attachment B, Part II, Specifications, Section III.C, Transition. The Contractor shall actively participate in discussions and ensure written plans which shall include but are not limited to, clearly written activities, timetable for the transition in period, roles and responsibilities, and documentation. The Authority anticipates that the transition in shall take approximately one (1) month from the contract start date with an anticipated two week overlap period with the current contractor.

**B. Initiatives and Improvements**

- (1) The services of the Contractor may generally consist of development of new initiatives and improvements to the existing PMO applications to continuously improve the system efficiency, customer experience, and operational excellence.
- (2) The staff performing the tasks set forth in this Attachment B, Part II, Specifications, Section III.A for Operations and Maintenance, shall also participate in the Initiatives and Improvements as requested by the Port Authority during the designated work hours. .
- (3) Business reviews may occur, as needed, to discuss any new initiatives and improvements identified through the life of the Contract. Additionally, any time spent on work related to creating documentation related to Initiatives and Improvements, including but not limited to; reports, presentations, process flows, system diagrams, etc., shall be performed during the designated work hours and shall be subject to the Port Authority's final approval.
- (4) The Contractor shall be paid for such work at the hourly rates stated on the Pricing Sheets, accepted by the Port Authority.
- (5) The future tasks to be requested by the Port Authority, and performed by the Contractor may include, but are not limited to, the following:

## **Overall System Simplification and Efficiency Improvements**

### **Category 1: The Dashboard**

1. Improvements to Dashboard as requested by PMO Management.

### **Category 2: Integrated Capital Management Systems (ICMS)**

1. Coordinate with TD for the future development and enhancements of Capital Planning model in TM1 to support Capital planning needs.
2. Coordinate with TD for the enhancements and improvement of Enterprise Data Warehouse performance.
3. Develop the Enterprise Data Dictionary for the ICMS system.
4. Coordinate with TD to enhance the SGR Prioritization model.

### **Category 3: Primavera P6**

1. Upgrade current Oracle's Primavera P6 - EPPM (Release 16.2) to Version 18 and test all schedule layouts and reports such as ensuring that contract awards, and construction books are interfaced properly and functional for the users.

### **Category 4: PMO Applications and Reports**

1. Enhancement of current Monthly Capital Performance Report application.
2. Development and enhancement of current Lessons Learned application.
3. Development of new Intranet website for PMO Department.

### **Category 5: PMO SharePoint Sites**

1. Development and enhancement of current Onboarding Share Point application, which may include new workflow for project Gate Reviews, supplemental forms and capture Capital Planning Oversight Committee authorizations amounts and dates etc.
2. Development of centralized Planning, Project, and Program Authorization database.

## **C. Transition**

### **(1) Transition In**

- a. The Contractor shall be required to transition services, resources, and responsibility from the Authority's current contractor and /or the in-house team to take ownership and minimize business disruption during the transition in period.
- b. The Contractor shall adhere to the agreed upon Transition In Plan, which shall include, but not be limited to, the following:
  1. Identify risks and issues. Establish a mitigation plan for any such risks and issues, to be approved by the Authority.
  2. Build and execute a knowledge transfer process to understand the operational level details. Perform training sessions for both the Contractor and the Port Authority.
  3. Construct a list of processes, standards, procedures, scripts, software, tools, manuals and all reference materials that are employed by the current contractor to identify services being transitioned.
  4. Construct a list of all ongoing projects and changes scheduled during the transition in period.

5. Plan and implement change management and communication controls with an escalation matrix.
6. Design and implement a measurement and reporting mechanism that includes entry and exit criteria for the complete transition to track progress and improvement.
7. Transition In Acceptance –Document, subject to Port Authority approval, that the transition in acceptance criteria have been met.

(2) Transition Out

- a. No later than six (6) months prior to the expiration of this Contract, or immediately upon notification of termination, the Contractor shall cooperate with the Authority and/or its successor contractor(s) on the Transition Out of Services to the Authority and/or its successor contractor(s).
- b. The Contractor shall complete all Transition Out services prior to the expiration of this Contract.
- c. Transition Out Plan
  1. In accordance with this Agreement, the Contractor shall provide to the Authority a Transition Out Plan, subject to the Authority's approval. The Transition Out Plan shall detail the activities, roles and responsibilities, documentation and data, as well as the timetable required to complete an orderly transition from the Contractor to the Authority, and/or its successor contractor(s) following expiration (or termination) of the Agreement.
  2. The Contractor's Transition Out Plan shall include, but not be limited to:
    - a. Activities:
      1. The Transition Out Plan shall describe the key activities that involved parties (the Contractor, its subcontractors, the Authority, and its successor contractors) will undertake during the transition out period, including, but not limited to:
        - a. List of Transition Out activities
        - b. Definition of each activity
        - c. Entry and exit criteria for each activity
        - d. Predecessor and dependent activities
        - e. Duration
        - f. Expected effort per party — separated in roles for the Contractor, the Authority and/or its successor contractor(s).
  3. Roles and Responsibilities:
    - a. The Contractor's Transition Out Plan shall include information related to the roles and responsibilities in the execution of the Transition Out of Services. This shall include, but not be limited to:
      1. Organizational Charts — Including all connections between the Contractor, the Authority, and/or its

successor contractor(s) necessary to carry out the Transition Out.

2. Defining overall management of the Transition Out Plan, such as any regularly scheduled, and ad hoc meetings, as well as other communications, to address issues that may affect how involved parties perform their responsibilities in relation to the Transition Out Plan.
3. Definitions and flowcharts of all escalation procedures and the responsible party, including contact information.
4. Continued provision of Service up to the expiration or termination date of the Contract.

4. Documentation:

- a. The Contractor shall include in its Transition Out Plan how the transfer of knowledge, documentation and data from the Contractor to the Authority and/or its successor contractor(s) shall take place, including the knowledge transfer process and training sessions for the Authority and its successor Contractor(s). All such documentation and knowledge shall be provided in editable, electronic form wherever available or applicable.
- b. The scope of the knowledge transfer shall include all existing data and documentation, as well as any procedures, policies, programs and resources required to support the services and successfully transfer them to the Authority and/or its successor contractor(s) including, but not limited to:
  1. Operational work instructions detailing the step by step tasks/activities
  2. A description of all hardware and software, and networks utilized in providing the services and the locations of such equipment
  3. A description of all processes and procedures utilized in the performance and monitoring of the Services, including a list of all events being monitored and the monitoring frequency
  4. Personnel data, including job descriptions and detailed skillsets with respect to all employees or agents of the Contractor or subcontractors who are engaged in the provision of the Services
  5. Listing of all third-party vendors that provide support to the Authority under this Contract, if any
  6. Procedures and operations of the change management process

7. Details of any work in progress, in accordance with contract schedules

5. Timetable

- a. As part of its Transition Out Plan, the Contractor shall include a timetable to complete the Transition Out of all Services. All dates in the timetable will relate to days or weeks prior to, and up to, the expiration or termination of the Contract. The timetable shall include, but not be limited to:
  1. Transition milestones (the transition from the Contractor to the Authority and/or its successor contractor(s)), identifying dates, events, and criteria to be met for completion of the Transition
  2. Any and all dependencies on the Authority, Contractor, the successor contractor(s) and any third parties to optimize the Transition of Services
  3. When the Authority has signed off on a Transition Out milestone, the successor contractor(s) will carry the full responsibility for the relevant services that are covered by the respective exit criteria
  4. Timeframe in which the Contractor must provide and make available the data and assets that will be handed over, for Authority inspection
  5. The Contractor's timetable shall account for the Authority's and / or its successor contractor(s) review of any deliverables associated with a Transition Out milestone
  6. Timing for transfer of any personnel activities
  7. Timing and obligations of any third parties that will need to be involved in the transfer of the services

### **ATTACHMENT B- PART III**

#### **COST PROPOSAL FORM**

Hourly billing rates shall be “all inclusive” and firm during the entire term of the Agreement. Billable hourly rates shall include, but not be limited to, all labor, equipment, training, communications, insurance, and administrative services that will be provided by the Contractor in order to deliver services that meet or exceed the requirements stated herein. Each Proposer shall provide the necessary resources required to complete the work, as specified in Attachment B, Part II - Specifications. If the Proposer requires additional rows in the Cost Proposal Form to address the total amount of resources required per Assignment area, the Proposer is directed to recreate the second page, Section II, “Additional Resources” of the Cost Proposal Form. No other marks or changes will be allowed. In the event of a discrepancy between the unit costs and the extended costs, the unit cost shall prevail. Proposers shall complete the Cost Proposal Form provided herein and submit it as part of the Proposal.



**3 YEAR BASE PERIOD**

**TYPE OF RESOURCE:**                      **ALL INCLUSIVE HOURLY BILLING RATE:**

Junior Programmer                      \$ \_\_\_\_\_

Senior Programmer                      \$ \_\_\_\_\_

ESTIMATED 3 YEAR # of HOURS    HOURLY RATE                      =    ESTIMATED TOTAL  
(JUNIOR PROGRAMMER)

\_\_\_\_\_ X                      \$ \_\_\_\_\_ = \$ \_\_\_\_\_

ESTIMATED 3 YEAR # of HOURS    HOURLY RATE                      =    ESTIMATED TOTAL  
(SENIOR PROGRAMMER)

\_\_\_\_\_ X                      \$ \_\_\_\_\_ = \$ \_\_\_\_\_

TRANSITION "IN" COST:    \$ \_\_\_\_\_

TRANSITION "OUT" COST\*: \$ \_\_\_\_\_

**ESTIMATED GRAND TOTAL FOR 3 YEAR BASE PERIOD**  
**(TOTAL JUNIOR PROGRAMER + SENIOR PROGRAMMER + TRANSITION IN +**  
**TRANSITION OUT): \$ \_\_\_\_\_**

\*Note 1: The accepted transition out cost as set forth in the 3 year base pricing shall be applicable regardless of when transition out actually occurs (Base, option or extension).

Note 2: For payment for the 6-month extension, if exercised at the sole discretion of the authority, see attachment B Part I, 2C

**1 YEAR OPTION PERIOD:**

**TYPE OF RESOURCE:**                      **ALL INCLUSIVE HOURLY BILLING RATE:**

Senior Programmer                      \$ \_\_\_\_\_

Junior Programmer                      \$ \_\_\_\_\_

<u>ESTIMATED 1 YEAR # of HOURS</u> (JUNIOR PROGRAMMER)	<u>HOURLY RATE</u>	=	<u>ESTIMATED TOTAL</u>
_____ X	\$ _____	=	\$ _____

<u>ESTIMATED 1 YEAR # of HOURS</u> (SENIOR PROGRAMMER)	<u>HOURLY RATE</u>	=	<u>ESTIMATED TOTAL</u>
_____ X	\$ _____	=	\$ _____

## ATTACHMENT A

### AGREEMENT ON TERMS OF DISCUSSION

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

Any information (including information contained in any proposal, vendor qualification(s), ideas, models, drawings, or other material communicated or exhibited by us or on our behalf) provided in connection with this procurement is subject to the provisions of the Port Authority Public Records Access Policy adopted by the Port Authority's Board of Commissioners, which may be found on the Port Authority website at: <http://corpinfo.panynj.gov/documents/Access-to-Port-Authority-Public-Records/>. The foregoing applies to any information, whether or not given at the invitation of the Authority.

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

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

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

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

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DO NOT RETYPE.

Rev. 01/27/17

**ATTACHMENT B**

**PART IV STANDARD CONTRACT TERMS AND CONDITIONS**

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## 1. GENERAL AGREEMENT

The undersigned (hereinafter referred to as the "Contractor" or "you") agrees to provide, and The Port Authority of New York and New Jersey (hereinafter referred to as the "Authority") agrees to accept to provide all the necessary supervision, personnel, equipment, materials and all other things necessary to perform the Services required by this Contract as more fully set forth in the Specifications attached hereto and made a part hereof. The Specifications require the doing of all things necessary or proper for or incidental to the requirements as set forth in the Specifications. All things not expressly mentioned in the Specifications but involved in carrying out their intent are required by the Specifications and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

## 2. 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 - mean the writings setting forth the scope, terms, conditions and Specifications for the procurement of Goods and/or Services, as defined hereunder and shall include, but not be limited to: Invitation for Bid (IFB), Request for Quotation (RFQ), Request for Proposal (RFP), Purchase Order (PO), Cover Sheet, executed Signature Sheet, Terms of Discussion, Cost Proposal Forms 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 - mean consecutive calendar days, Saturdays, Sundays, and holidays, included.

Director - means the Director of the Department for 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.

Facility- means the Port Authority Technical Center (PATC), 241 Erie Street, Jersey City, NJ and any other Port Authority facility located within the Port District, as described in Section 1; Information for Proposers on this Request for Proposals.

Project Manager (or Manager) - means the individual with day-to-day responsibility for managing the project on behalf of the Port Authority. The Project Manager will be Denise Kerr.

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 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.

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

Specifications- mean all requirements of this RFP, technical and otherwise, for the performance of the scope of Work and services hereunder.

Holidays: The following legal holidays will be observed at Port Authority offices and facilities:

New Year's Day  
Martin Luther King, Jr. Day  
Presidents Day  
Memorial Day  
Independence Day  
Labor Day

Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Day

Do not perform any Work unless authorized by the Authority on these days.

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

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

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

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

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

- The principal place of business must be located in New York or New Jersey;
- The firm must have operated the specific type of business for at least three years with activity
- Not exceed the average annualized gross revenue of \$27.5 Million for the last three fiscal years.

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

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

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

Work Day- unless otherwise specified, means a day between Monday and Friday with Monday and Friday included.

### **3. GENERAL PROVISIONS**

- A. Under no circumstances shall you or your subcontractors communicate in any way with any department, board, agency, commission, or other organization or any person whether governmental or private in connection with the services to be performed hereunder except upon prior written approval and instructions of the Director, provided, however, that data from manufacturers and suppliers of materials, devices and equipment shall be obtained by you when you find such data necessary unless otherwise instructed by the Authority.
- B. Any services performed for the benefit of the Authority at any time by you or on your behalf, even if expressly and duly authorized by the Authority, shall be deemed to be rendered under and subject to this Agreement (unless referable to another expressly written, duly executed agreement by the same parties), whether such additional services are performed prior to, during or subsequent to the services described herein, and no rights or obligations shall arise out of such additional services except as provided under this Agreement.
- C. The Contractor shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations of the Port Authority now in effect, and such further rules and regulations which may from time to time during the effective period of this Contract, be promulgated by the Port Authority for reasons of safety, health, preservation of property, or maintenance of a good and orderly appearance of the Facilities, or for the safe and efficient operation of the Facilities. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Contractor of every rule and regulation hereafter adopted by it.
- D. This Contract does not constitute the Contractor as an agent or representative of the Port Authority for any purpose whatsoever. The Contractor shall perform all services hereunder as an independent Contractor and the Contractor, its officers, and employees shall not be deemed to be agents, servants, employees or "special employees" of the Port Authority.

### **4. INTELLECTUAL PROPERTY**

- A. Except as provided below: as between the Port Authority and the Contractor all process flows, codes including, but not limited to scripts, programs, routines, processes, procedures, documentation, estimates, reports, records, data, charts, documents, models, designs, renderings, drawings, specifications, photographs, computations, computer tapes or discs, and other documentation of any type whatsoever, whether electronic or in the form of writing, figures or delineations, which are prepared or compiled in connection with this Agreement, shall become the exclusive property of the Authority, and the Authority shall have the exclusive 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 for herein. With regard to training manuals or any other knowledge transfer documentation, communication or presentation prepared under this Agreement the Authority shall expressly have the right to use, alter and reproduce including electronically, said manuals for its internal business purposes. The Contractor hereby warrants and represents that the Authority will have at all times the ownership and rights provided for in the immediately preceding sentence free and clear of all claims of third persons whether presently existing or arising in the future and whether presently known to either of the parties to this Agreement or not. Any information given to the Port Authority before, with or after submission of the Agreement on Terms of Discussion, either orally or in writing, is not given in confidence and may be used, or disclosed to others, for any purpose at any time without obligation or compensation and without liability of any kind whatsoever except as otherwise set forth in the Agreement On Terms Of Discussion.



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.

- B. All preexisting information or documentation including computer programs or code including source code, of the Contractor, utilized by the Contractor hereunder in the performance of his services hereunder shall be deemed licensed to the Authority for the duration and purposes of this agreement, but shall remain the property of the Contractor.
- C. 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.
- D. Third party software not specially prepared for the purpose of this agreement but utilized by the Contractor hereunder in the performance of his services hereunder shall be licensed to the Contractor and the Authority for the duration and purposes of this agreement but shall remain the property of said third party.
- E. The above-described software shall be furnished by the Contractor without additional compensation.

##### **5. PROPRIETARY RIGHTS IN SUBJECT MATTER NOT WITHIN THE INTELLECTUAL PROPERTY CLAUSE**

If in accordance with this Contract the Contractor furnishes research, development or consultative services in connection with the performance of the Work and if in the course of such research, development, or consultation patentable or copyrightable subject matter or trade secrets or other proprietary matter is produced by the Contractor, its officers, agents, employees, subcontractors, or suppliers, not custom software, and not covered under clause 6 entitled Intellectual Property, the Authority shall have, without cost or expense to it, an irrevocable, non-exclusive, royalty-free license to make, have made, and use, either itself or by anyone on its behalf, such subject matter in connection with any activity now or hereafter engaged in or permitted by the Authority. Promptly upon request by the Authority, the Contractor shall furnish or obtain from the appropriate person a form of license satisfactory to the Authority, but it is expressly understood and agreed that as between the Contractor and the Authority the license herein provided for shall nevertheless arise for the benefit of the Authority immediately upon the production of said subject matter and shall not await formal exemplification in a written license agreement as provided for above. Such license may be transferred by the Authority to its successors, immediate or otherwise, in the operations of or ownership of any facility now or hereafter operated by the Authority, but such license shall not be otherwise transferable.

The right of the Authority as well as the Contractor to use all patented material, compositions of matter, manufactures, apparatus, appliances, processes of manufacture or types of construction as well as any copyrightable matter, trade secrets or other proprietary matters, shall be obtained by the Contractor without separate or additional compensation whether the same is patented or copyrighted before, during or after the performance of the Work.

## **6. INDEMNITY IN REGARD TO INFRINGEMENT MATTER**

The Contractor shall indemnify the Authority against and save it harmless from all loss and expense incurred in the defense, settlement or satisfaction of any claims in the nature of patent, copyright, or other proprietary rights infringement arising out of or in connection with the Authority's use, in accordance with the preceding clause of such patentable subject matter or patented material, compositions of matter, manufactures, apparatus, appliances, processes of manufacture or types of construction, or copyrighted matter or other matter protected as intellectual property. If requested by the Authority and if notified promptly in writing of any such claims, the Contractor shall conduct all negotiations with respect to and defend such claim without expense to the Authority. If the Authority be enjoined from using any of the facilities which form the subject matter of this Contract, and as to which the Contractor is to indemnify the Authority against proprietary rights claims, the Authority may, at its option and without thereby limiting any other right it may have hereunder or at law or in equity, require the Contractor to supply, temporarily or permanently, facilities not subject to such injunction and not infringing any proprietary rights and if the Contractor shall fail to do so, the Contractor shall, at its expense, remove all such facilities and refund the cost thereof to the Authority and otherwise equitably adjust compensation and take such steps as may be necessary to ensure compliance by the Authority with such injunction, to the satisfaction of the Authority.

The Contractor shall promptly and fully inform the Director of any claims or disputes for infringement or otherwise, whether existing or potential, of which it has knowledge relating to any Intellectual Property used, developed or licensed in connection with the performance of the Work or otherwise in connection with this Contract.

## **7. 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.

## **8. COMPLIANCE WITH WEB SITE TERMS OF USE AND PRIVACY POLICIES**

Subject to all of the provisions of this Contract including, without limitation, the obligations of the Contractor under the section hereof entitled "Indemnification," the Contractor shall, and shall compel its employees, agents and subcontractors, to strictly abide by and comply with the policies established by the Authority governing the use of the Authority's web sites as set forth in the Authority web sites Terms of Use and Privacy Statement as the same may be supplemented or amended. The Contractor shall immediately implement all procedures in connection with such policies and in furtherance thereof as directed by the Authority.

## **9. CYBERSECURITY**

All Agency product, service, and maintenance acquisitions must obtain and maintain in compliance with all applicable legal, regulatory and contractual responsibilities based on the data processed and function of the system. The Contractor shall comply with all US cybersecurity

government regulations: Federal, NYS, and NJS laws (CJIS, NERC, Cyber, PII, PHI, Sarbanes-Oxley, Gramm-Leach-Bliley, etc.) and industry standards (PCI-DSS, NIST, CSA, etc.) as applicable. The Contractor shall be responsible for and provide evidence of continued compliance with, at all times while this Contract is in effect, all aforementioned and applicable legal, regulatory, contractual requirements and industry standards. In an event, when the Contractor, in the Port Authority's sole discretion, is determined to be out of compliance with applicable security measures, the Contractor shall correct such deficiencies in coordination with and pursuant to a remediation plan approved by the Port Authority or pursuant to the direction of the Port Authority. Any failure to correct such deficiencies promptly or the repeated occurrence of deficiencies, may be deemed a material breach of this Contract and be cause for the Port Authority to terminate this Contract.

#### **10. TIME IS OF THE ESSENCE**

The Contractor's obligations for the performance and completion of all work within the time or times provided for in this Contract are of the essence of this Contract.

#### **11. FINAL PAYMENT**

After satisfactory completion of all services required hereunder, and upon receipt from the Contractor of such information as may be required, the Director shall certify in writing to the Contractor the total compensation earned by the Contractor.

If so required, the Contractor shall thereupon furnish to the Authority a detailed sworn statement of all claims, just and unjust, of subcontractors, materialmen and other third persons then outstanding which he has reason to believe may thereafter be made on account of the services provided under this Agreement.

Within thirty days after issuance of such certificate of total compensation earned (or within thirty days after receipt of the documents provided for in the immediately preceding paragraph, if required and if such date is later), the Port Authority shall pay to the Contractor by check the amount stated in said certificate, less all other payments and advances whatsoever to or for the account of the Contractor. All prior estimates and payments shall be subject to correction in this payment, which is throughout this Agreement called the Final Payment.

The acceptance by the Contractor, or by anyone claiming by or through him, of the Final Payment shall be and shall operate as a release to the Authority of all claims 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 Authority and others relating to or arising out of the this contract, including claims arising out of breach of the contract and claims based on claims of third persons.

The Contractor's agreement as provided in the immediately preceding paragraph shall be deemed to be based upon the consideration forming part of this Contract as a whole and not to be gratuitous; but in any event even if deemed gratuitous and without consideration, such agreement as provided in the immediately preceding paragraph shall nevertheless be effective. Such release shall include all claims, whether or not in litigation and even though still under consideration by the Authority. Such release shall be effective notwithstanding any purported reservation of right by the Contractor to preserve such claim. The acceptance of any check designated as "Final Payment" or bearing any similar designation shall be conclusively presumed to demonstrate the intent of the Contractor that such payment was intended to be accepted as final, with the consequences provided in this numbered clause, notwithstanding any purported reservation of rights.

The Contractor agrees that he shall not be entitled to, and hereby waives any right he might otherwise have to, and shall not seek any judgment whether under this Contract or otherwise for

any such Final Payment or for an amount equivalent thereto or based thereon, or for any part thereof, if such judgment would have the effect of varying, setting aside, disregarding or making inapplicable the terms of this numbered clause or have the effect in any way of entitling the Contractor to accept such Final Payment or an amount equivalent thereto or based thereon or any part thereof other than in the same fashion as a voluntary acceptance of a Final Payment subject to all the terms of this Contract including this numbered clause, unless and until the Contractor should obtain a judgment on any claim arising out of or in connection with this Contract (including a claim based on breach of contract) for an amount not included in said Final Payment.

## **12. DEFAULT, REVOCATION OR SUSPENSION OF CONTRACT**

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

1. If fire or other event shall destroy all or a substantial part of the Facility, asset or infrastructure necessary to perform the Scope of Work.

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.

### **13. WITHHOLDING OF PAYMENT**

If (1) the Contractor fails to perform any of its obligations under this Contract or any other agreement between the Authority and the Contractor (including his obligation to the Authority to pay any claim lawfully made against him by any materialman, subcontractor or workman or other person which arises out of or in connection with the performance of this Contract or any other agreement with the Authority) or (2) any claim (just or unjust) which arises out of or in connection with this Contract or any other agreement between the Authority and the Contractor is made against the Authority or (3) any subcontractor under this Contract or any other agreement between the Authority and the Contractor fails to pay any claims lawfully made against him by any materialman, subcontractor, workman or other third person which arises out of or on in connection with this Contract or any other agreement between the Authority and the Contractor or if in the opinion of the Authority any of the aforesaid contingencies is likely to arise, then the Authority shall have the right, in its discretion, to withhold out of any payment (final or otherwise and even though such payment has already been certified as due) such sums as the 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 protect it against delay or loss or to satisfy such claims. All sums so applied shall be deducted from the Contractor's compensation. Omission by the 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 Authority does not intend to exercise its right with respect to such contingency. Neither the above provisions for rights of the Authority to withhold and apply monies nor any exercise or attempted exercise of, or omission to exercise, such rights by the Authority shall create any obligation of any kind to such materialman, subcontractors, workman or other third persons.

Until actual payment to the Contractor, its right to any amount to be paid under this Contract (even though such amount has already been certified as due) shall be subordinate to the rights of the Authority under this clause.

### **14. CONTRACTOR PERSONNEL STANDARDS OF PERFORMANCE**

The Contractor shall furnish sufficiently trained management, supervisory, technical and operating personnel to perform the services required of the Contractor under this Contract. If, in the opinion of the Director, any of the Contractor's personnel are not satisfactory in the performance of services to be furnished hereunder, the Contractor shall remove such personnel and replace them with personnel satisfactory to the Director.

At the time the Contractor is carrying out its operations there may be other persons working physically in the vicinity or in the same logical or technical infrastructure. The Contractor shall so conduct its operations as to work in harmony and not endanger, interfere with or delay the

operations of others, all to the best interests of The Authority and others and as may be directed by the Director.

#### **15. 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.

#### **16. 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 and Acknowledgments

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 and Acknowledgments.

- 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 (herein referred to as "Attachment J"), 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, unlaminated 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, 2008, revised as of April 2, 2018, and as may be further amended (herein referred to as "Attachment J"). 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.

## **17. INSURANCE PROCURED BY THE CONTRACTOR**

### **A. Commercial Liability Insurance:**

1) The Contractor, and all of its subcontractors shall take out, maintain, and pay the premiums on Commercial General Liability Insurance for the life of the Agreement and such Insurance and shall be written on an ISO occurrence form CG 00 01 0413 or its equivalent covering the obligations assumed by the Consultant(s) under this Agreement, including, but not limited to, Premises-Operations, Products and Completed Operations, and Independent Contractor's coverages, with contractual liability language covering the obligations assumed by the Contractor

with insurance covering against claims for injuries to persons or damages to property which may arise from or in connection with products and materials supplied to the Agency in limits of not less than **\$2,000,000** combined single limit per occurrence and in the annual aggregate. If vehicles are to be used to carry out the performance of this Agreement, then the Contractor shall also take out, maintain and pay the premiums on **Automobile Liability Insurance** covering all owned, non-owned and hired autos in not less than **\$2,000,000** combined single limit per accident for bodily injury and property damage.

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

- Contractual Liability to cover liability assumed under the Agreement;
- Independent Contractor's Coverage;
- Premises-Operations, Products and Completed Operations Liability Insurance;
- The insurance coverage (including primary, excess and/or umbrella) hereinafter afforded by the Consultant(s) and Sub-consultant(s) shall be primary insurance and non-contributory with respect to the additional insureds;
- Excess/umbrella policies shall "follow form" to the underlying policies;
- Excess/umbrella policies shall have a liberalization clause with drop down provision;
- To the extent any coverage the Contractor and subcontractors obtains and/or maintains under this Agreement contains "Other Insurance" language or provisions shall not be applicable to the additional insureds or to any insurance coverage maintained by the additional insureds;
- All insurance policies shall include a waiver of subrogation, as allowed by law, in favor of the additional insureds;
- Defense costs must be outside of policy limits. Eroding limits policies are not permitted;
- In the event the Contractor and/or its subcontractors obtains and/or maintains broader coverage and/or insurance in an amount greater than the minimum limits required under this Agreement, then the full limits of that insurance coverage will be available to respond to any claims asserted against the additional insureds that arises out of or is in any way connected with this Agreement;
- Additional insureds coverage shall not be restricted to vicarious liability unless required by controlling law;

In addition, the liability policy(ies) shall be written on a form at least as broad as ISO Form CG 20 10 10 01 (for ongoing operations work) together with ISO Form CG 20 37 10 01 (for completed operations work) or their equivalent and endorses to name "The Port Authority of New York and New Jersey, and its related entities, their Commissioners, Directors, Superintendents, officers, partners, employees, agents, their affiliates, successors or assigns", in addition to: The City of New York, for all operations at John F. Kennedy and LaGuardia Airports; Port Authority Trans-Hudson Corporation, for operations at PATH; AFCO AvPorts Management LLC, for operations at Teterboro Airport; AFCO AvPorts Management LLC and NY State Dept. of Transportation, for operations at Stewart Int'l Airport, Trends Urban Renewal for operations at PATC and Silverstein Properties Inc.; The Port Authority of New York and New Jersey; Silverstein 2/3/4 WTC Redevelopment LLC; WTC Redevelopment LLC; World Trade Center Properties LLC; 4 World Trade Center LLC; Net Lessees Association of the World Trade Center; WTC Management and Development LLC; Silverstein WTC Mgmt. Co. LLC. Silverstein WTC Mgmt. Co II LLC; Silverstein WTC Properties LLC; Silverstein WTC Management and Development LLC;

Silverstein WTC LLC.; WTC Investors LLC.; 4 WTC Holdings LLC; WTC Investors Management and Development LLC; World Trade Center Holdco LLC; 4 WTC Mezz LLC, for operations at the World Trade Center Site as "Insured" (as defined in the policy or in an additional insured endorsement amending the policy's "Who Is An Insured" language as the particular policy may provide) on its liabilities policies with respect to liability arising out of work or operations performed by or on behalf of the Consultant(s) including, but not limited to, materials, parts or equipment furnished in connection with such work or operations. The "Insured" shall be afforded coverage and defense as broad as if they are the first named insured and regardless of whether they are otherwise identified as additional insureds under the liability policies, including but not limited to premises-operations, products-completed operations of the Commercial General Liability Policy. Such additional insureds status shall be provided regardless of privity of contract between parties. The liability policy(ies) and certificate of insurance shall contain cross-liability language providing severability of interests so that coverage will respond as if separate policies were in force for each insured. An act or omission of one of the insureds shall not reduce or void coverage to the other insureds. The Consultant(s) is/are responsible for all deductibles or losses not covered by commercially procured insurance. Any portion of the coverage to be provided under a Self-Insured Retention (SIR) of the Consultant(s) is/are subject to the review and approval of the General Manager, Risk Finance. Furthermore, any insurance or self-insurance maintained by the above additional insureds shall not contribute to any loss or claim.

Any self-insured retention shall cover any liability imposed upon the Contractor and any and all subsidiaries with respect to all operations and obligations assumed by the Contractor and any and all subsidiaries. The undersigned represents that such program provides the Additional Insureds (as defined in the Agreement) with all rights, immunities and protections that would be provided by traditional independent insurance required under the Agreement, including, but not limited to, the defense obligations that insurers are required to undertake in liability policies pursuant to the terms of the Agreement.

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 "Insurance Procured by the Contractor" section.

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 requirement. All certificates of insurance shall be turned over to the Port Authority prior to the start of work, and upon completion of the Agreement.

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

## **2) Workers' Compensation Insurance:**

The Contractor's and its subcontractors shall take out, maintain and pay premiums on Workers' Compensation Insurance in accordance with the requirements of law in the state(s) where work will take place, and Employer's Liability Insurance with limits of not less than **\$1,000,000** each

accident. Such policy shall include a waiver of subrogation endorsement in the benefit of the additional insureds.

3) **Additional Coverages:** The Contractor shall have the policy endorsed when required by the Director of the PMO for specific services hereunder and include the additional premium cost thereof as an out-of-pocket expense:

- a) Any/all activities performed airside must, at all times, be performed while under security escort as approved in advance, and in writing by the Project Manager. If the services of the Contractor, as directed by the Authority, require the performance of services airside, the Commercial General Liability and Automobile Liability coverage limits stipulated in subparagraph 1, above, shall be increased to an amount not less than \$25,000,000 per occurrence as provided herein.
- b) Endorsement to eliminate any exclusions applying to the explosion, collapse, and underground property damage (XCU) hazards.
- c) Endorsement to eliminate any exclusions on account of ownership, maintenance, operation, use, loading or unloading of watercraft.
- d) Coverage for work within fifty (50) feet of railroad.

4) **Additional Coverages:** The Contractor shall have the policy endorsed when required by the Director of the PMO for specific services hereunder and include the additional premium cost thereof as an out-of-pocket expense:

- a) United States Longshoremen's and Harbor Workers' Compensation Act Endorsement.
- b) Coverage B Endorsement - Maritime (Masters or Members of the Crew of Vessels), in limits of not less than \$1,000,000 per occurrence.
- c) Amendments to Coverage B, Federal Employers' Liability Act in limits of not less than \$1,000,000 per occurrence.

5) **Cyber and Technology Errors and Omissions - \$5 million** per claim and in the annual aggregate and including cyber liability coverage for (i) liability arising from theft, dissemination and/or use of confidential information stored or transmitted in electronic form, and (ii) liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer-related property and the data, software and programs stored thereon. Technology Errors & Omissions insurance, including cover for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should cover liabilities, punitive damages, and claim expenses arising from acts, errors and omissions, in rendering or failing to render all services and in the provision of all products in the performance of the Agreement, including the failure of products to perform the intended function or serve the intended purpose. Services insured, at a minimum, include (1) systems analysis (2) systems programming (3) data processing (4) systems integration (5) outsourcing including outsourcing development and design (6) systems design, consulting, development and modification (7) training services relating to computer software or hardware (8) management, repair and maintenance of computer products, networks and systems (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor. This policy shall include coverage for loss, disclosure and theft

of data in any form: media and content rights infringement and liability, including but not limited to, software copyright infringement; network security failure, including but not limited to, denial of service attacks and transmission of malicious code. Coverage shall include data breach regulatory fines and penalties, the cost of notifying individuals of a security or data breach, the cost of credit monitoring services and any other causally-related crisis management expense for up to one (1) year. Coverage shall contain severability for the insured organization for any intentional act exclusions. If this coverage is provided on a claims-made basis, then it must be maintained for a period of five (5) years after acceptance of the deliverables and/or services provided in connection with this Agreement. Additionally, such policy shall cover consequential or vicarious liabilities (e.g., claims brought against the Authority or its Affiliated Companies and their respective directors, officers, and employees due to the wrongful acts and failures committed by you) and direct losses (e.g., claims made by the Authority and its Affiliated Companies and their respective directors, officers, and employees against you for financial loss due to your wrongful acts or failures). This policy shall have the "Insured v. Insured" exclusion amended to allow an "Additional Insured" to bring a claim against the Named Insured. restoration.

**6) Professional Liability Insurance:**

The Contractor shall take out, maintain and pay premiums on Professional Liability Insurance in limits of not less than \$ 5,000,000 each occurrence, covering acts, errors, mistakes, and omissions arising out of the work or services performed by the Contractor, or any person employed by Contractor. All endorsements and exclusions shall be evidenced on the certificate of insurance. The coverage shall be written on an occurrence basis or may be written on a claims-made basis with a minimum of a three-year reporting/discovery period.

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 Project Manager, 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 Agreement, change or modify the limits and coverages of insurance. Should the modification or change result in an additional premium, the General Manager, Risk Finance for the Port Authority may consider such cost as an out-of-pocket expense.

Within five (5) days after award of this Agreement and prior to the start of work at the site, the Contractor must submit an original certificate of insurance, to the Project Manager 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 title of this Agreement, the P. A. Agreement number, the notice of cancellation provisions, prior to the start of work. The Consultant(s) is/are also responsible for maintaining and conforming to all insurance requirements from the additional insureds and their successors and assigns. The General Manager, Risk Finance must approve the certificate(s) of insurance before any work can begin. Upon request of the General Manager, Risk Finance/Treasury, the Contractor shall furnish to the Authority a certified copy of each policy itself, including the provisions establishing premiums.

Renewal certificates of insurance or policies shall be delivered to the Authority's Project Manager, 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 Financing must

approve the renewal certificate(s) of insurance before work can resume on the facility. If at any time any of the certificates or policies shall become unsatisfactory to the Authority, the Contractor shall promptly obtain a new and satisfactory certificate and policy and provide same to the Port Authority.

If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as above required, then, the Contractor and all subcontractors shall suspend performance of the Agreement 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 Agreement. If the Agreement is so suspended, no extension of time shall be due on account thereof.

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

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

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 "Insurance Procured by Contractor" section shall be given to your insurance agent and subcontractors and shall form a part of the covered Agreement for insurance purposes in furtherance of the insurance requirements of this Agreement.

#### **18. ASSIGNMENTS AND SUBCONTRACTS**

Any assignment or other transfer by the Contractor of this Contract or any part hereof or of any of his rights hereunder or of any monies due or to become due hereunder and any delegation of any of his duties hereunder without the express written consent of the Director shall be void and of no effect as to the Authority, provided, however, that the Contractor may subcontract portions of the Work to such persons as the Director, may, from time to time, expressly approve in writing. For each individual, partnership or corporation proposed by the Contractor as a subcontractor, the Contractor shall submit to the Authority a certification or, if a certification cannot be made, a statement by such person, partnership or corporation to the same effect as the certification or statement required from the Contractor pursuant to the clauses of the "Contractor's Integrity Provisions" Section entitled "Certification of No Investigation 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 Fee". All further subcontracting by any subcontractor shall also be subject to such approval of the Director.

No consent to any assignment or other transfer, and no approval of any subcontractor, shall under any circumstances operate to relieve the Contractor of any of his obligations; no subcontract, no approval of any subcontractor and no act or omission of the Authority or the Director shall create any rights in favor of such subcontractor and against the Authority; and as between the Authority

and the Contractor, all assignees, subcontractors, and other transferees shall for all purposes be deemed to be agents of the Contractor. Moreover, all subcontractors and all approvals of subcontractors, regardless of their form, shall be deemed to be conditioned upon performance by the subcontractor in accordance with this Contract; and if any subcontractor shall fail to perform the Contract to the satisfaction of the Director, the Director shall have the absolute right to rescind his approval forthwith and to require the performance of the Contract by the Contractor personally or through other approved subcontractors.

#### **19. CERTAIN CONTRACTOR'S WARRANTIES**

The Contractor represents and warrants:

- A. That it is financially responsible and experienced in, and competent to perform this Contract; that no representation, promise or statement, oral or in writing, has induced it to submit its Proposal, saving only those contained in the papers expressly made part of this Contract; that the facts stated or shown in any papers submitted or referred to in connection with his Proposal 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, 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 investigations 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 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 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, existence or location of materials, structures, obstructions, utilities or conditions, which may be encountered at the installation sites; (3) the nature, quantity, quality or size of the materials, equipment, labor and other facilities needed for the performance of this Contract; (4) the general or local conditions which may in any way affect this Contract or its performance; (5) the price of the Contract; or (6) any other matters, whether similar to or different from those referred to in (1) through (5) 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.
- F. That, notwithstanding any requirements of this Contract, any inspection or approval of the Contractor's services by the Authority, or the existence of any patent or trade name, the Contractor nevertheless warrants and represents that the services and any intellectual property supplied to the Authority hereunder shall be of the best quality and shall be fully fit for the purpose for which they are to be used. The Contractor unconditionally guarantees against defects or failures of any kind, including defects or failures in design, workmanship and materials, excepting solely defects or failures which the Contractor demonstrates to the satisfaction of the Authority have arisen solely from accident, abuse or fault of the Authority occurring after issuance of Final Payment hereunder and not due to fault on the Contractor's part. In the event of defects or failures in said services, or any part thereof, then upon receipt of notice thereof from the Authority, the Contractor shall correct such defects or failures as



may be necessary or desirable, in the sole opinion of the Authority, to comply with the above guaranty.

Moreover, the Contractor accepts the conditions at the sites of 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 Scope of Work or any other part of the Contract is intended as or shall constitute a representation by the Authority as to the feasibility of performance of this Contract or any part thereof. Moreover, the Authority does not warrant or represent either by issuance of the Scope of Work or by any provision of this Contract as to time for performance or completion or otherwise that the Contract may be performed or completed by the times required herein or by any other times.

The Contractor further represents and warrants that it was given ample opportunity and time and by means of this paragraph was requested by the Authority to review thoroughly all documents forming this Contract prior to execution of 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 clause (though not only such provisions) are essential to the Authority's consent to enter into this Contract and that without such provisions; the Authority would not have entered into this Contract.

## **20. RIGHTS AND REMEDIES OF THE AUTHORITY**

The Authority shall have the following rights in the event the Director shall deem the Contractor 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 other Contractors;
- 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 other 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 Authority indicating that he cannot or will not perform any one or more of his obligations under this Contract; any act or omission of the Contractor or any other occurrence which makes it improbable at the time that he will be able to perform any one or more of his 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 he will be able to perform any one or more of his obligations under this Contract; any false certification at any time by the Contractor as to any material item certified pursuant to the clauses hereof entitled "Certification of No Investigation (Criminal or Civil Anti-Trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Required Information" and "Non-Collusive Bidding and Code of Ethics Certification; Certification of No Solicitation Based on Commission, Percentage, Brokerage, Contingent or Other Fee", or the

willful or fraudulent submission of any signed statement pursuant to such clauses which is false in any material respect; or the Contractor's incomplete or inaccurate representation of its status with respect to the circumstances provided for in such clauses.

The enumeration in this numbered clause or elsewhere in this Contract of specific rights and remedies of The 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 stop it from exercising such other rights or remedies.

Neither the acceptance of the work or any part thereof, nor any payment therefor, nor any order or certificate issued under this Agreement or otherwise issued by the Authority, or any officer, agent or employee of the Authority, nor any permission or direction to continue with the performance or work, nor any performance by the authority of any of the Contractor's duties or obligations, nor any aid provided to the Contractor by the Authority in his performance of such duties or obligations, nor any other thing done or omitted to be done by the Authority, its Commissioners, officers, agents or employees shall be deemed to be a waiver of any provision of this agreement or of any rights or remedies to which the Authority may be entitled because of any breach hereof, excepting only a resolution of its Commissioners, providing expressly for such waiver. No cancellation, rescission or annulment hereof, in whole or as to any part of the work, because of any breach hereof, shall be deemed a waiver of any money damages to which the Authority may be entitled because of such breach. Moreover, no waiver by the Authority of any breach of this Agreement shall be deemed to be a waiver of any other or any subsequent breach.

#### **21. 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 Authority, the Contractor expressly agrees that no default, act or omission of the Authority shall constitute a material breach of this Contract, entitling him to cancel or rescind it or (unless the Director of the PMO shall so direct) to suspend or abandon performance.

#### **22. TAX EXEMPTIONS**

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

#### **23. TITLE TO EQUIPMENT**

Title to all equipment to be furnished hereunder by the Contractor shall be transferred to the Authority upon its delivery to the installation site.  
The Contractor shall furnish such bills of sale and affidavits of title as the Authority shall reasonably request.

#### **24. NOTICE REQUIREMENTS**

No claim against the Authority shall be made or asserted in any action or proceeding at law or in equity, and the Contractor shall not be entitled to allowance of such claim, unless the Contractor shall have complied with all requirements relating to the giving of written notice and of information with respect to such claim as provided in this clause. The failure of the Contractor to give such written notice and information as to any claim shall be conclusively deemed to be a waiver by the Contractor of such claim, such written notice and information being conditions precedent to such claim. As used herein "claim" shall include any claim

arising out of this agreement (including claims in the nature of breach of contract or fraud or misrepresentation before or subsequent to execution of this Agreement and claims of a type which are barred by the provisions of this agreement) for damages, payment or compensation of any nature or for performance of any part of this Agreement.

The requirements as to the giving of written notice and information with respect to claims shall be as follows:

- A. In the case of any claims for which requirements are set forth elsewhere in this Agreement as to notice and information, such requirements shall apply.
- B. In the case of all other types of claims, notice shall have been given to the Director, as soon as practicable, and in any case within forty eight (48) hours after occurrence of the act, omission, or other circumstances upon which the claim is or will be based, stating as fully as practicable at the time all information relating thereto. Such information shall be supplemented with any further information as soon as practicable after it becomes or should become known to the Contractor, including daily records showing all costs which the Contractor may be incurring or all other circumstances which will affect any claim to be made which records shall be submitted to the Authority.

The above requirements for notices and information are for the purpose of enabling the Authority to avoid waste of public funds by affording it promptly the opportunity to cancel or revise any order, change its plans, mitigate or remedy the effects of circumstances giving rise to a claim or take such other action as may seem desirable and to verify any claimed expense or circumstance as they occur and the requirements herein for such notice and information are essential to this Agreement and are in addition to any notice required by statute with respect to suits against the Authority.

The above referred to notices and information are required whether or not the Authority is aware of the existence of any circumstances which might constitute a basis for a claim and whether or not the Authority has indicated it will consider a claim.

No, act, omission or statement of any kind shall be regarded as a waiver of any of the provisions of this clause or may be relied upon as such waiver except only either a written statement signed by the Executive Director of the Authority or a resolution of the Commissioners of the Authority expressly stating that a waiver is intended as to any particular provision of this clause, and more particularly, no discussion, negotiation, consideration, correspondence or requests for information with respect to a claim by any Commissioner, officer, employees or agent of the Authority shall be construed as a waiver of any provision of this clause or as authority or apparent authority to effect such a waiver.

Since merely oral notice or information may cause disputes as to the existence or substance thereof, and since notice, even if written, to other than the Authority representative above designated to receive it may not be sufficient to come to the attention of the representative of the Authority with the knowledge and responsibility of dealing with the situation, only notice and information complying with the express provisions of this clause shall be deemed to fulfill the Contractor's obligation under this Agreement.

## **25. SERVICE OF NOTICES ON THE CONTRACTOR**

Whenever provision is made in this Contract for the giving of any notice to the Contractor, its deposit in any post office box, enclosed in a postpaid wrapper addressed to the Contractor at his/her office, or its delivery to his/her office, shall be sufficient service thereof as of the date of such deposit or delivery, except to the extent, if any, otherwise provided in the clause entitled "Submission to Jurisdiction". Until further notice to the Authority the Contractor's office will be that stated in his/her Proposal. Notices may also be served personally upon the Contractor; or if a corporation, upon any officer, director or managing or general agent; or if a partnership upon any partner.

**26. NO THIRD-PARTY RIGHTS**

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

**27. INDEMNIFICATION AND RISKS ASSUMED BY THE CONTRACTOR**

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

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

- a. The risk of any and all loss or damage to Port Authority property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions, on or off the premises, the loss or damage of which shall arise out of the Contractor's operations hereunder. The Contractor shall if so directed by the Port Authority, repair, replace or rebuild to the satisfaction of the Port Authority, any and all parts of the premises or the Facility which may be damaged or destroyed by the acts or omissions (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 the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provision of any statutes respecting suits against the Port Authority.

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

#### **28. 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.

#### **29. PORT AUTHORITY TECHNOLOGY STANDARDS AND ADDITIONAL REQUIREMENTS**

The Contractor and any subcontractors shall follow the Port Authority Technology Standards and additional requirements attached hereto and made a part hereof (Attachments H, I, J, K and L) and shall comply with any updates to or changes in best practices related to such Standards.

#### **30. 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.

### **31. APPLICABLE LAW**

This Contract shall be construed in accordance with the laws of the State of New York. The Contractor hereby consents to the exercise by the courts of the States of New York and New Jersey of jurisdiction in personam over it with respect to any matter arising out of or in connection with this Contract and waives any objection to such jurisdiction which it might otherwise have; and the Contractor agrees that mailing of process by registered mail addressed to it at the address of the Contractor set forth in the Proposal, shall have the same effect as personal service within the States of New York or New Jersey upon a domestic corporation of said State.

### **32. AUTHORITY OF THE DIRECTOR**

Inasmuch as the public interest requires that the Project to which this Contract relates shall be performed in the manner which the Authority, acting through the Director deems best, the Director shall have absolute authority to determine what is or is not necessary or proper for or incidental thereto and the Specifications shall be deemed merely the Director's present determination on this point. In the exercise of this authority, the Director shall have power to alter the Specifications, to require the performance of Work not required by them in their present form, even though of a totally different character from that not required, and to vary, increase and diminish the character, quantity and quality of, or to countermand any Work now or hereafter required. If at any time it shall be, from the viewpoint of the Authority, impracticable or undesirable in the judgment of the Director to proceed with or continue the performance of the Contract or any part thereof, whether or not for reasons beyond the control of the Authority, the Director shall have authority to suspend performance of any part or all of the Contract until such time as the Director may deem it practicable or desirable to proceed. Moreover, if at any time it shall be, from the viewpoint of the Authority impracticable or undesirable in the judgment of the Director to proceed with or continue the performance of the Contract or any part thereof for reasons within or beyond the control of the Authority, the Director shall have authority to cancel this Contract as to any or all portions not yet performed and as to any materials not yet installed even though delivered. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions already satisfactorily performed, but no allowance shall be made for anticipated profits. To resolve all disputes and to prevent litigation, the parties to this Contract authorize the Director to decide all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Contract (including claims in the nature of breach of contract or fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal and claims of a type which are barred by the provisions of this Contract) and such decision shall be conclusive, final and binding on the parties. The Director's decision may be based on such assistance as she may find desirable. The effect of the decision shall not be impaired or waived by any negotiation or settlement offers in connection with the question decided, whether or not she participated therein, or by any prior decision of her or others, which prior decisions shall be deemed subject to review, or by any termination or cancellation of this Contract.

All such questions shall be submitted in writing by the Contractor to the Director for a decision together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. In any action against the Authority relating to any such question the Contractor must allege in the complaint and prove such submission, which shall be a condition precedent to any such action. No evidence or information shall be introduced or relied upon in such an action that has not been so presented to the Director.

In the performance of the Contract, the Contractor shall conform to all orders, directions and requirements of the Director and shall perform the Contract to her satisfaction at such times and places, by such methods and such manner and sequence as she may require, and the Contract shall at all stages be subject to her inspection. The Contractor shall employ no equipment, materials,

methods or men to which she objects, and shall remove no materials, equipment or other facilities from the Authority site without permission. Upon request, she shall confirm in writing any oral order, direction, requirements or determination.

The enumeration herein or elsewhere of particular instances in which the opinion, judgment, discretion or determination of the Director shall control or in which the Contract shall be performed to her satisfaction or subject to her inspection, shall not imply that only the matters of a nature similar to those enumerated shall be so governed and performed, but without exception the entire Contract shall be so governed and performed.

This provision shall be construed in accordance with the laws of the State of New York excluding its conflict of law provisions.

### **33. APPROVALS BY THE DIRECTOR**

The approval by the Director of any service required hereunder, shall be construed merely to mean that at that time the Director knows of no good reason for objecting thereto and no such approval shall release the Contractor from its full responsibility for the satisfactory performance of the services to be supplied. "Approved equal" shall mean approved by the Director.

### **34. CONTRACT REVIEW AND COMPLIANCE AUDITS**

The Contractor, and any subcontractors, shall provide system access and reasonable assistance to the Authority's External and Internal Audit staff or its consultants in their performance of work under the contract, including producing specific requested information, extraction of data and reports. The Contractor, and any subcontractors, shall support requests related to audits of the agreement and administration tasks and functions covered by this Contract.

The Authority reserves the right to use and load security and system software to evaluate the level of security and vulnerabilities in all systems which control, collect, dispense, contain, manage, administer, or monitor revenue "owned" by the Port Authority.

The Authority reserves the right to use as required and load security and system software to evaluate the level of security and vulnerabilities in any applicable environment-covered under this Contract. If such right is exercised, then both parties shall work in good faith to ensure there is no access or potential access to third party proprietary data within the applicable environment or access to other systems not covered under this Contract.

### **35. AUTHORITY ACCESS TO RECORDS**

The Authority shall have access during normal business hours to all records and documents of the Contractor relating to any service provided under this Agreement, amounts for which it has been compensated, or claims he should be compensated, by The Authority above those included in the lump sum compensation set forth elsewhere herein. All Contractor records shall be kept in the Port District. The Contractor shall obtain for The Authority similar access to similar records and documents of subcontractors. Such access shall be given or obtained both before and within a period of three (3) years after Final Payment to the Contractor, provided, however, that if within the aforesaid three-year period The Authority has notified the Contractor in writing of a pending claim by The Authority under or in connection with this Contract to which any of the aforesaid records and documents of the Contractor or of his subcontractors relate either directly or indirectly, then the period of such right of access shall be extended to the expiration of six (6) 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 shall provide, at no cost to the Authority, access for and reasonable assistance to such auditors from the Authority or the Authority's external auditors that may, from time to time, be designated to audit detail records which support Contractor charges to the Authority. The Authority shall have access to the detail records that support Contractor charges to the Authority for up to three (3) years following the termination of the Contract. No provision in this Contract giving The Authority a right of access to records and documents is intended to impair or affect any right of access to records and documents that The Authority would have in the absence of such provision.

### **36. 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.



### **37. CLAIMS OF THIRD PERSONS**

The Contractor undertakes to pay all claims lawfully made against him by subcontractors, materialmen and workmen, and all claims lawfully made against him 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.

### **38. NON-DISCRIMINATION REQUIREMENTS**

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

- A. Contractor hereby agrees that no person on the ground of race, color, national origin, creed/religion, sex, age or handicap/disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the furnishing of goods or services or in the selection and retention of subcontractors and/or vendors under this Contract. Contractor shall also ascertain and comply with all applicable federal, state and local laws, ordinances, rules, regulations, and orders that pertain to equal employment opportunity, affirmative action, and non-discrimination in employment.
- B. Contractor agrees that these "Non-Discrimination Requirements" are a binding part of this Contract. Without limiting the generality of any other term or provision of this Contract, in the event the Authority, or a state or federal agency finds that the Contractor or any of its subcontractors or vendors has not complied with these "Non-Discrimination Requirements", the Authority may cancel, terminate or suspend this Contract in accordance with Section 11 of these 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."

### **39. CONTRACTOR'S INTEGRITY PROVISIONS**

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

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

- a. been indicted or convicted in any jurisdiction;
- b. been suspended, debarred, found not responsible or otherwise disqualified from entering into any contract with any governmental agency or been denied a government contract for failure to meet standards related to the integrity of the Bidder;
- c. 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 anti-trust regardless of the dollar amount of the sanctions or the date of their imposition; and
- 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 anti-trust investigation by any federal, state or local prosecuting or investigative agency, including an inspector general of a governmental agency or public authority.

**B. 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 this Part III, Sections 1 and 2, shall be deemed to have been made by the Bidder as follows:

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

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

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

**C. 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.

**D. 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.

**E. 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, Gifts, Gratuities, Business Expenses, and Offers of Employment (Revised March 11, 2014), 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 herein, the term "Port Authority" shall be deemed to include all subsidiaries and component units of the Port Authority

**F. 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.

#### **G. 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.

#### **H. Integrity Monitor**

In the event that the Authority hires an Integrity Monitor in connection with the Work under this Contract, the Contractor and any subcontractors shall cooperate fully with the 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.

#### **I. 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).

#### **J. Definitions**

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

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

Agency or Governmental Agency - Any federal, state, city or other local agency, including departments, offices, public authorities and corporations, boards of education and higher education, public development corporations, local development corporations, the Port Authority of New York and New Jersey and its wholly owned subsidiaries and others.

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

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

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

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.

#### **40. 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.

**41. 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.

**42. 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.

**43. NO ESTOPPEL OR WAIVER**

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

**44. NON-LIABILITY OF THE AUTHORITY REPRESENTATIVES**

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

**45. MODIFICATION OF CONTRACT**

No change in or modification, termination or discharge of this Contract, in any form whatsoever, shall be valid or enforceable unless it is in writing and signed by the party to be charged therewith or his duly authorized representative, provided, however, that any change in or modification, termination or discharge of this Contract expressly provided for in this Contract shall be effective as so provided.

**46. M/WBE GOOD FAITH PARTICIPATION**

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

Good faith efforts to include participation by Port Authority certified MBE/WBEs shall include, but not be limited to the following:

- A. Dividing the services and materials to be procured into small portions, where feasible.
- B. Giving reasonable advance notice of specific contracting, subcontracting and purchasing opportunities to such MBE/WBEs as may be appropriate.
- C. Soliciting services and materials from a Port Authority certified MBE/WBE. To access the Port Authority's Directory of MBE/WBE Certified Firms go to [www.panynj.gov/supplierdiversty](http://www.panynj.gov/supplierdiversty)
- D. Ensuring that provision is made to provide progress payments to MBE/WBEs on a timely basis.
- E. Observance of reasonable commercial standards of fair dealing in the respective trade or business.

**47. 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 Manager of the Facility, 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.

**48. 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>.

**49. ENTIRE AGREEMENT**

This Contract shall be comprised of the documents as set forth in the award letter issued to the Contractor.

### ATTACHMENT C- PROPOSER REFERENCE FORM

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

Please provide a list of references on the firm's performance of similar work within the last five years, including all current contracts. **Use additional sheets as necessary.**

Include the following information for each reference:

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

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

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

# ATTACHMENT D- MBE/WBE PARTICIPATION PLAN

THE PORT AUTHORITY OF NY & NJ  
OFFICE OF BUSINESS DIVERSITY AND CIVIL RIGHTS

PA 3760A 2-16

## MBE/WBE PARTICIPATION PLAN AND AFFIRMATION STATEMENT

Instructions: Submit one MBE/WBE PARTICIPATION 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: \_\_\_\_\_ Telephone: \_\_\_\_\_

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

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

MBE/WBE: \_\_\_\_\_

Name of Firm: \_\_\_\_\_ Telephone: \_\_\_\_\_

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

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 \$ \_\_\_\_\_

or \_\_\_\_\_ % of the total contract amount of \$ \_\_\_\_\_ 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.

By: \_\_\_\_\_ Signature of Principal or Officer of MBE/WBE - Print Name and Title \_\_\_\_\_ Date: \_\_\_\_\_

I, \_\_\_\_\_ (print name), an officer of \_\_\_\_\_ (company name), certify that I have read the PA 3760A MBE/WBE Participation Plan and Affirmation Statement and the information contained in it is true. I fully understand that any false statement within this statement 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 statement 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 MBE/WBE 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.

Officer of Bidder must have ACKNOWLEDGEMENT BY NOTARY PUBLIC completed on the reverse side.

ACKNOWLEDGEMENT BY NOTARY PUBLIC

PA 3760A  
MBE/WBE PARTICIPATION PLAN AND AFFIRMATION STATEMENT (reverse)

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

S.S.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me, the above undersigned, personally appeared \_\_\_\_\_, the  
\_\_\_\_\_ of \_\_\_\_\_, personally known 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)

**ATTACHMENT E- STATEMENT OF SUBCONTRACTOR PAYMENTS**

**INSTRUCTIONS FOR STATEMENT OF SUBCONTRACTOR PAYMENT**

Attached is the Statement of [Subcontractor Payments form](#), which shall be submitted with every invoice to be used in conjunction with the MBE/WBE Participation Plan.



## PA3968 / 03-09

**Instructions for Statement of Subcontractor Payment:** To be submitted with every invoice to be used in conjunction with the MBE/WBE Participation Plan.

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

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

Contract/PO Amount:	Award Date:
---------------------	-------------

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

Completion Date: \_\_\_\_\_

MBE/WBE Participation to \_\_\_\_\_

Date: \_\_\_\_\_ M \_\_\_\_\_ W \_\_\_\_\_

99

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

Signature	Print Name	Title	Date
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## ATTACHMENT F - Certified Environmentally Preferable Products/Practices

Proposer 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, Proposers are encouraged to provide information regarding their environmentally preferable/sustainable business practices as they relate to this contract wherever possible. Proposers **must** complete this form and submit it with their response, if appropriate. Proposers **must** submit appropriate documentation to support the items for which the Proposer indicates a "Yes" and present this documentation in the proper sequence of this Attachment.

### 1. Packaging

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

- \_\_\_\_\_ Use of corrugated materials that exceed the 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 must be included with the submission.

### 2. Business Practices / Operations / Manufacturing

Does the Proposer 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 must be included with the submission.

### 3. Training and Education

Does the Proposer 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 Proposer conduct environmental training of its own staff?

- ☐ Yes      ☐ No      If yes, Proposer must attach a description of the training offered and the specific criteria targeted by the training.

### 4. Certifications

Has the Proposer 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, Proposers must attach copies of the certificates obtained.

### 5. Other Environmental Criteria

Proposers are encouraged to respond to criteria specifically indicated in this RFP as "Technical Work Approach" (and attach the appropriate documentation) to receive consideration in the evaluation.

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

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

## ATTACHMENT G – PROPOSER PREREQUISITES

**NOTE – Duplicate form as necessary**

<b>Reference – RFP – Section 3 - Proposer Prerequisites A-D</b>
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**Prerequisite(s) A and B:**

A. As outlined under Section 3.A, the Proposer may fulfill this prerequisite if it can demonstrate that the persons or entities owning and controlling the Proposer have had a cumulative total of at least three (3) years of continuous experience immediately prior to the submission of this proposal for similar services of similar scope, as is required of the Proposer, or has owned and controlled other entities which meet the requirement.

- 1) To demonstrate the required years of continuous experience as defined in Section 3.A, the Proposer must provide a minimum of one contract (1) and at least one (1) contract reference, but can provide any amount of contract references, that cumulatively equate to the time specified in 3.A to meet the experience requirement, by identifying the start and end dates of the contract(s) submitted that reflect, at a minimum, three (3) years of experience in providing similar services of similar scope to those requested services under this RFP, immediately prior to the date of submission of their proposal. (Example: If the Proposal submission is May 15, 2019, the Proposer must show that it was under contract (at least 1) from at least May 14, 2016 or prior.)

- i. For the purpose of defining similar services of similar scope, please refer to the definition provided under Section 3.A(1), Proposer Prerequisites of this RFP.

B. During the time period stated in Section 3.A and as outlined under Section 3.B, the Proposer must demonstrate satisfactory performance of at least one (1) contract by providing a minimum of one (1) contract reference, but can provide any amount of contract references, that (a) cumulatively equate to the time specified to meet the experience requirement in Section 3A, by identifying the start and end dates of the contract references submitted that reflect, at a minimum, three (3) years of experience; and (b) show that the Proposer has provided the management of resources in support of the operation and maintenance of a project management system(s) of similar services of similar scope to the requested services under this RFP. To meet the performance requirement, the Proposer shall provide a brief description of the Scope of Work associated with the contract reference(s) provided, which shall include, but not be limited to, the amount of resources supplied and identification of the Project Management Systems that were supported under the Contract.

Each Proposer shall complete the table on the following page, for Prerequisites A and B. Please see additional information located in Section 3 of the RFP.

(Remainder of Page Intentionally Left Blank)

**Reference**

Client Name	
Contract Start Date	
Contract End Date	
Client Contract Name/Title	
Client Email Address	
Client Phone Number	
Brief Description of Scope of Work, including but not limited to, the number of resources supplied and the Project Management System(s) that were supported under the Contract.	
<b>**NOTE: CLIENT CONTACT MUST BE AN EMPLOYEE OF THE CLIENT COMPANY</b>	

**Prerequisite C:**

As outlined under Sections 3.C, the Proposer shall submit a proof of the required certification or evidence of submission of an application for Port Authority SBE certification set forth herein (see RFP Section 8.F.c. and Cover Page) with its proposal submittal. Please submit the documentation along with the completed Attachment G.

**ATTACHMENT H- ADMINISTRATIVE INSTRUCTIONS FOR CYBERSECURITY AND  
COMPUTING RESOURCES**

**CYBERSECURITY AND COMPUTING RESOURCES**

**I. Introduction**

- A. Computing resources provide The Port Authority of New York and New Jersey and Port Authority Trans-Hudson Corporation (collectively, the “Port Authority”) with significant benefits in productivity and efficiency. Cybersecurity measures are intended and designed to securely facilitate the official business of the Port Authority. Port Authority policies, rules and regulations that govern the responsibilities of employees, volunteers, contractors, supplemental staff, consultants, vendors and other individuals (herein referred to as “users”) apply to the use of agency computing resources, consisting of information technology (IT), industrial control systems (ICS) or operational technologies (OT), information and data. This policy is intended to clarify and ensure that computing resources are used in a professionally responsible manner and appropriate steps are taken to safeguard the confidentiality, integrity and availability of all related computing resources, information, data and equipment.
- B. All departments are expected to adhere to this policy to enhance the agency’s cybersecurity posture and to yield a positive return on our IT investments. Computing resources includes, but is not limited to, servers, desktop computers, software, peripherals, data storage devices, desktop phones (including Voice over IP or VoIP), smart phones (including phone numbers), tablets, Toughbooks, local and wide-area network components, Port Authority-provided connections, email, Internet access, laptops, kiosks, terminals, remote access, applications, file servers, databases, collaboration tools, and any other means of automated information exchange or data access. This includes systems supplied, operated and supported by third parties for the Port Authority.
- C. Cybersecurity is the body of technologies, processes and practices designed to protect networks, computers, programs, information and data from attack, damage, unauthorized and improper access.
- D. Additional details for all cybersecurity policies can be found in the Port Authority Cybersecurity Standards held by the Office of the Chief Security Officer (CSO).

**II. Eligibility**

This policy applies to all Port Authority employees, contractors and third-parties. To the extent this policy affects terms and conditions of employment, represented employees should refer to their respective collective bargaining agreement.

### III. Guidelines

- A. The Port Authority's policy is to reduce or eliminate adverse security impacts to our computing resource environment. The agency has implemented a comprehensive Cybersecurity Program (CSP) that is responsible for all cybersecurity policies, standards, guidelines and processes. The CSP Group (CSPG) is responsible for the CSP, for assessing and addressing cyber threats/vulnerabilities, for risk management and for articulating information and system protection measures for computing resources. The CSPG is also responsible for the Cybersecurity Operations Center.
- B. Computing resources that are provided to users are Port Authority property and are intended solely for Port Authority business. Computing resources should not be used for personal gain or in support of any purposes not related to Port Authority business, except where permitted by law. Because the use of computing resources is both extensive, efficient and convenient as a method of communication and data processing, it is understood that there may be incidental personal and non-commercial use of these resources, including Port Authority Wi-Fi and use of authorized social media platforms or similar services. Such incidental use is subject to this policy, and authorized users are expected to use prudent judgment to ensure that all computing resources are used for the intended purpose of Port Authority business. The Port Authority reserves the right to inspect, monitor, and/or log all computing resource activity. The Port Authority may use data, logs, diaries and archives in accordance with its normal business practices and instructions (including compliance with requests from appropriate legal, regulatory authorities and agencies) and for adherence to this policy. Users have no expectation of privacy when using Port Authority computing resources.
  - 1. The Port Authority, through supervisors or other management employees authorized in writing by the Executive Director or the Office of Inspector General (OIG), may access or monitor a user's assigned computing resources with justifiable reason.
  - 2. The Port Authority will periodically inventory and inspect all data storage devices and other computing resources for the purpose of ensuring their continued proper maintenance and operation.
  - 3. For security purposes, the Port Authority has implemented event logging, audit trail collection and review procedures to protect computing resources from intrusion. These security logs will be used for those purposes on a continuing basis.
- C. This policy applies to all users and other individuals who are provided access to any or all Port Authority computing resources.
  - 1. Employees
    - a. Terminated or suspended employees have no right to access any Port Authority computing resources, including Internet access, email accounts and content. Retirees will continue to have access to PeopleSoft and other agency approved

on-line information concerning retiree benefits. Employee Resource Groups (ERGs) officially recognized by the Port Authority may use computing resources to conduct official business.

- b. The misuse of computing resources privileges may subject an employee to disciplinary action in accordance with Port Authority rules and/or other applicable rules or laws and may be grounds for loss of such privileges, dismissal from employment or other administrative action. In addition, violations of this policy or other misuse of computing resources may be referred for criminal prosecution.

## 2. Non-employees

- a. Non-employees (i.e. individuals who are not employees of the Port Authority) will be provided access to Port Authority computing resources only as necessary for the business purposes of the Port Authority and only if they comply with all applicable rules.
- b. Non-employees who are in violation of the provisions of this policy will have access to all Port Authority computing resources removed. In addition, other legal remedies, civil (including contract revocation) or criminal, may be pursued.

- 3. Current users of computing resources are required to complete a cybersecurity awareness training module on a regularly scheduled, recurring basis. New users are required to complete the training module prior to being granted access to Port Authority computing resources.

D. Depending upon content data stored within computing resources that may constitute records of the Port Authority, organizational data retention schedules are applicable. The Office of the Secretary (OSEC) sets policy standards consistent with New York and New Jersey regarding the retention and destruction of Port Authority records – including policy standards for legal, regulatory, and/or business requirements limiting data storage amount and retention time required for payment card data. Although email, text and other electronic communications/electronic data are generally transitory in nature, agency records can be contained within these different modes. Such records must be maintained, no matter the form, in accordance with the established Port Authority Records Program. In addition, departments should follow directions from the Law Department, OSEC, OIG, and others, as required to preserve records in connection with litigation, subpoenas, OIG investigations, Freedom of Information requests or where litigation is ongoing or anticipated to follow.

- 1. If the content of an email message and/or its attachments are deemed to be records of the Port Authority according to the established Port Authority records retention policy, the information must be retained in accordance with the Port Authority's records retention schedule and must be moved from the e-mail system and entered into the HP System which is the agency's records management system.

2. As stated above, depending on the content of an email message and/or its attachments, care and consideration should be given by users as to which documents should be retained, based on the appropriate records retention schedule.
3. Files stored on a local system drive (such as a desktop computer) are not routinely backed up. Users should take appropriate steps to ensure that Port Authority data other than email is backed up in case of a failure. This includes data stored on Port Authority computing resources in the office and, where authorized, at home. Data stored on shared devices which are part of the Port Authority's enterprise-wide network system are backed up and retained for a period of time in accordance with standards issued by the Port Authority.
4. Secure destruction and disposal of print and electronic media should only be performed in accordance with specific requirements applicable to the data classification.

#### E. Account Provisioning and Password Requirements

##### 1. Account Provisioning and Least Level of Privileges

- a. Access to Port Authority IT systems will be granted only to individuals performing authorized Port Authority business. Accounts (including administrator) should be granted the least amount of access and privileges necessary for an individual to perform his or her assigned tasks and documented role. Account access to user, process and administrator accounts will be centrally managed and provisioned via a single established administration process (i.e., work-flow) that includes a record of all activity. Account requests should be accompanied by a security rationale for the level of access requested, and why same constitutes the least level of privileges. Department Business Managers will review, and approve all such requests, based on the business need and role. Once terminated from the Port Authority, employee access to Port Authority IT systems should be automatically removed
- b. The CSPG provides guidelines to implement this requirement and provide account-provisioning training for users, sponsors, approvers and administrators.
- c. Access to confidential, proprietary or business sensitive information will be restricted to business roles with a documented, legitimate business need to access such data. This sensitive information includes but is not limited to:
  - i. Personally Identifiable Information (PII) is any information that can be used to distinguish one person from another including date of birth and names, social security numbers and address.
  - ii. Payment Card Industry Data Security Standard (PCI DSS) is mandated by the credit card brands and was created to increase controls around cardholder data. Any agency system handling credit card information must be PCI DSS compliant.



- iii. Health Insurance Portability and Accountability Act (HIPAA) requires the protection and confidential handling of protected health information. Any agency system handling health information is required to be HIPAA compliant.

## 2. Password Requirements

- a. Users should maintain the confidentiality of user account passwords, and may be held accountable for use of computing resources by others accessed with their user name and password. The existence of individual confidential passwords does not suggest that computing resources may be used for personal confidential purposes or that any data or information is the property of the individual user or is personally confidential. Account log-ins and passwords will be assigned to only one user, and password sharing is strictly prohibited.
  - b. All accounts should utilize passwords that minimize and deter attempts to gain unauthorized access. To that end, passwords should comply with the requirements as noted in the cybersecurity standard.
  - c. Systems/accounts will be configured, wherever capable, such that passwords should be required to be changed every ninety (90) days.
  - d. Systems/accounts will be configured, wherever capable, such that access will be locked out upon entry of three (3) consecutive incorrect password attempts.
  - e. Smart phones, where capable, should leverage the biometric access feature to provide the most security for the least inconvenience. If the device does not support biometrics, the password standards set forth above should be followed.
- F. The Port Authority will develop and implement cybersecurity protection measures utilizing a multilayer approach to safeguard the agency's data and IT assets. The layers of protection will generally include measures that:
- 1. Protect computing resources data;
  - 2. Ensure the integrity, and security of applications processing the data;
  - 3. Harden the operating systems running the applications (which specify how to both configure the system for optimal security, and still enable the system to fully perform all processing services as prescribed by the vendor); and
  - 4. Secure the networks that provide the communications infrastructure which tie together the end-users, operating systems, and applications.
- G. All information and data processed, stored or transmitted on Port Authority systems, applications and networks should only be accessed by authorized personnel and should be adequately protected from unauthorized access, modification and exfiltration through

the deployment of cybersecurity measures in accordance with Port Authority cybersecurity standards.

#### IV. Responsibilities

Directors are responsible for implementation of this policy within their respective departments.

#### V. Code of Conduct Governing Acceptable Use

A. Computing resources should be used for authorized business purposes in serving the interests of the Port Authority, the public and our partner organizations. Staff granted accounts which enable these computing resources (user accounts) should exercise prudent judgment when using the same resources and should not use same for illicit or illegal purposes.

B. Users should not use their privileges to obtain access to systems and data to which they are not authorized. Other than authorized individuals, users should not modify, alter or reconfigure Port Authority information technology systems and data nor add, delete, modify, alter or reconfigure software or firmware. Authorized individuals modifying, altering or reconfiguring Port Authority IT systems and data should adhere to documented policies, processes and procedures for same, as promulgated by the Technology Department and the CSPG. Port Authority computing resources may be monitored and subject to security logging of activity audit trails, which may be used to identify misuse and violations of this policy. The computing resources (including all mobile devices) content should not be wiped until content preservation is done by the Port Authority. Acceptable use policies for critical technologies will be defined and documented.

#### C. Usage

1. Authorized users of Port Authority computing resources, when communicating with others, are required to:
  - a. Identify themselves honestly, accurately and completely while being mindful of potential social engineering that manipulates or deceives people to obtain confidential information;
  - b. Maintain a professional demeanor; and
  - c. Protect Port Authority data from unauthorized use or disclosure.
2. Authorized users must respect the legal protection provided to programs and data by copyright and license.
3. Port Authority user accounts will be disabled (not deleted) after 60 consecutive days of non-use.

4. Business Manager approval is required and must be documented for new or modified Port Authority user access to agency computing resources.
5. Once terminated from the Port Authority, employee access to Port Authority IT systems shall be automatically removed.
6. Each department should certify annually that only authorized users have Port Authority user accounts.
7. Authorized users must apply the requirements described in the Information Security Handbook and data protection policies to secure sensitive information on Port Authority information technology systems.
8. Authorized users (including third-parties and contractors) supporting the storage, processing and transmission of payment cardholder data must apply the requirements described in the PCI Policy Guide and supporting procedural documentation.
9. Employees must surrender all Port Authority computer resources (including all mobile devices, cell and smartphone numbers) when departing from their department. In doing so the password of these devices should be changed to an agreed upon standard password known to both the user and their manager.

#### D. Prohibited Uses

1. Port Authority computing resources should not be utilized for any of the following:
  - a. To transmit, retrieve, create, view, display or store any pornographic, harassing, threatening, abusive, defamatory, obscene or sexually explicit materials or materials which may contain ethnic slurs or racial epithets or which generally disparage others based on race, national origin, sex, sexual orientation, gender identification, age, disability, religious beliefs or political affiliation, or which contain other unlawful material;
  - b. To transmit confidential, proprietary or business sensitive information (e.g., PII, PCI/DSS, or HIPAA information) without encryption and other security features - specifically transmission of such data via messaging technologies is prohibited;
  - c. To interfere with or disrupt network users, services or equipment within the Port Authority, on the Internet or within other organizations;
  - d. To access other computing resources without authorization or attempting to circumvent authorization procedures or controls;
  - e. To access or modify files, databases or any application for which they are not authorized;

- f. For private purposes such as marketing or business transactions;
- g. For religious, political or outside business purposes;
- h. For unauthorized not-for-profit business activities;
- i. For advertising of products or services;
- j. For personal gain;
- k. To obtain or utilize unauthorized entertainment software, music or games;
- l. To permit access by unauthorized users or connect to unauthorized devices;
- m. To download, store, and/or back up agency information onto any non-Port Authority-issued or personal storage device without agency written approval;
- n. To send material in violation of the copyright;
- o. For solicitation of funds; or
- p. For illicit electronic mail practices including, but not limited to, "spamming" (unauthorized mass mailings), "phishing" (the attempt to acquire sensitive information by masquerading as a trustworthy entity), "spoofing" (taking the identity of another person for the purpose of concealing one's own identity), hostile or threatening communications, "chain letters", or knowingly transmitting software containing harmful components, such as malware.

2. Port Authority data (electronic or hardcopy) i.e., audio, video, and other electronic means of information, should not be shared with others who do not have a need to know internally or externally without department approval.

- E. Port Authority business should only be conducted on Port Authority computing resources, except where otherwise permitted. Personal email accounts should not be used to conduct and/or discuss Port Authority business, except where otherwise permitted.
- F. Allegations of misuse of computing resources or knowledge of any infraction, violation or breach of this policy may be made to supervisors or managers, but should be made promptly to the OIG, consistent with existing Port Authority instructions applicable to misuse of property or improprieties or inappropriate or illegal behavior in the workplace.

## VI. Cybersecurity Program

- A. The Port Authority utilizes a comprehensive Cybersecurity Program (CSP) aligned with the National Institute of Standards & Technology (NIST) 800-series IT security standards, consisting of policies, standards, guidelines, and processes.

## B. Cybersecurity Program Group

1. The Cybersecurity Program Group (CSPG) is located within the Office of the CSO and reports directly to that office. The duties of the CSPG include, but are not limited to: cyber threat and vulnerability risk management; establishment of requirements for system protection measures to be deployed on Port Authority computing resources; operation of a Cybersecurity Operations Center (CSOC); application of the Port Authority's Information Security Handbook to systems and electronic data; and data governance through the application of a formal security process to protect all data at rest, in transit and during processing for decision making. The CSPG is led by a General Manager designated by the CSO.
2. The CSPG applies a NIST risk management framework to manage cybersecurity risks to Port Authority IT systems, inclusive of those performing sensitive device control or data acquisition functions. The CSPG updates the risk management framework annually and provide guidance and tools to perform the update process to the Cybersecurity Governance Working Group and system owners.
3. The CSPG, in collaboration with the Technology Department, publishes computing resources hardening standards based on industry best practices. These hardening standards will ensure a secure, and consistent configuration of all IT, which includes, but is not limited to, network devices, operating systems, client/servers, network equipment, databases, and cloud/virtualized environments. These system configuration standards should be updated as best practices change and new vulnerability issues are identified.
4. The CSPG establishes a cybersecurity awareness training, and testing program to ensure that all users of Port Authority IT systems understand both cybersecurity risks, and their responsibilities for protecting corporate data, and computer systems.
5. The CSPG, in collaboration with the Technology Department, publishes standards for cryptography and encryption key management to protect keys used for encryption against disclosure and misuse.

## C. Cybersecurity Governance Working Group

A Cybersecurity Governance Working Group (CSGWG) will be established which serves as a steering committee for the development and delivery of Port Authority cybersecurity initiatives, projects and policies. Members of staff and line departments impacted by cyber and information security decisions are assigned to the CSGWG by their respective Director. The CSPG General Manager chairs the CSGWG. Members of the CSGWG serve as liaisons and advocates for their respective departments.

## D. Systems Administrators' Certification

System Administrators (generally defined as those individuals responsible for the upkeep, configuration and reliable operation of a computer system) acquire, maintain and provide

evidence of industry-standard and/or manufacturer certifications pertinent to and commensurate with the nature and criticality of the system(s) being maintained and administered prior to being granted access.

#### E. Cybersecurity Operations Center & Forensics

1. The Port Authority maintains a CSOC under the auspices of the CSO, the duties of which include but are not limited to: real-time continuous monitoring of cybersecurity threats; assessing and responding to alarms and alerts by identifying and isolating malware infections, unauthorized activity, and other threats to Port Authority computer systems and/or networks; coordinating responses and resources; providing situational awareness; reporting confirmed incidents; and coordinating and disseminating threat intelligence and vulnerability alerts received with federal, state, and partner organizations.
2. The Port Authority maintains a cybersecurity forensics capability which resides in the Office of the CSO. Staff performing cyber forensic duties work under an approved charter and formally documented set of procedures approved by OIG and the Law Department.
3. An incident response plan will be developed, tested and updated periodically according to lessons learned and to incorporate industry developments.
4. Staff with responsibilities for immediate security breach response will be trained specifically relevant to incident response activities at a minimum annually.

#### F. IT Procurement

Security requirements for IT procurements include appropriate requirements to comply with the policies, standards and guidelines issued by the CSPG and/or the Technology Department. Prior to release, solicitations should be reviewed by both parties which will provide guidance on requirements and confirm that they are appropriately contained in the bid documents. Vendor responses should be similarly reviewed for compliance.

#### G. Enterprise Security Tools

The Port Authority has procured enterprise security tools, and services (e.g. anti-virus software tools, network security monitoring services, etc.) to ensure a secure IT enterprise. Such enterprise security tools will have software configurations and definitions kept up-to-date. All computing resource procurements and/or implementations occurring following the date of this policy should leverage and utilize these enterprise security tools and services to ensure a consistent enterprise approach that is highly secure and cost effective.

## H. System Owners

1. Port Authority departments and business units will identify a staff member as a designated System Owner (SO) for each IT system under its purview to provide data governance. The SO should be knowledgeable about the system and data that resides in the system as well as how the data is managed and secured.
2. The SO prepares a written plan for each IT system to address the appropriate security controls for maintenance of the system. The plan should address both preventive and remedial/emergency maintenance as defined in the requirements for maintenance provider's standard.

## I. Malware

Malware protection is required on all agency computing resources (including agency systems operated by third-party vendors) and should protect these resources from malicious modification from unauthorized software and firmware (i.e., malware).

## J. Network Interface

IT network-to-network interface security measures employ approved measures to protect Port Authority computer networks from cyber threats for interfaces between the agency networks, agency to a third-party, and agency to Internet or third party via the Internet.

## K. Personally Identifiable Information (PII), Payment Card Industry-Data Security Standard (PCI-DSS) and Health Insurance Portability & Accounting Act (HIPAA) Information

The CSPG will publish program operational and technical requirements to ensure the protection of regulated PII, PCI-DSS and HIPAA information. Access to such information shall be restricted to authorized users who have been specially trained and possess a business role with a documented, legitimate business need.

## VII. Related Policies and Procedures

[AI 15-2.02 Port Authority Records Program](#)  
[Port Authority Information Security Handbook](#)  
[Port Authority Payment Card Industry \(PCI\) Policy Guide](#)  
[Employee Code of Ethics](#)

Disclaimer: Although issued in revised format, the information contained in these Administrative Instructions (AIs) reflects the content of previously issued Administrative Policy Statements (APs) and, in certain limited instances, Port Authority Instructions (PAIs). This body of instructions is not intended to be exhaustive with respect to all the responsibilities of employees and it does not constitute a contract. These AIs will be updated from time to time to reflect changes or additions as appropriate.

**ATTACHMENT I– PORT AUTHORITY INFORMATION SECURITY HANDBOOK**

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



**ATTACHMENT J- PORT AUTHORITY TECHNOLOGY STANDARDS**

**Technology Department**

# **TECHNOLOGY STANDARDS OVERVIEW FOR THE PORT AUTHORITY**

**Revised May 2018**

**THE PORT AUTHORITY** OF NY & NJ

(Version: 8.1)

FOR REFERENCE

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## 1 Introduction

The purpose of this document is to provide an overview of standards established by the Technology Department (TEC) for Information Technology (IT) solutions deployed at The Port Authority of New York & New Jersey (PANYNJ), the Agency.

To that end, this standards overview is intended to help RFP Submitters do the following:

- a. Implement computing and networking solutions to ensure the utmost reliability, availability, and security.
- b. Procure<sup>1</sup> hardware and software that advances business needs in a manner compatible in an ever-changing IT environment that enables departments to work with each other more effectively.
- c. Create solutions that facilitates The Port Authority communication and information exchange in a cost effective and scalable manner.
- d. Achieve greater systems integration so that the application will be interoperable, resulting in cost effectiveness and quality control.
- e. Adherence to these standards ensures that IT investments achieve Enterprise connectivity, interoperability, consistency, and will enhance performance in a cost-effective way.

## 2 The Port Authority Wide Area Network (PAWANET)

### 2.1 PAWANET Overview

The Port Authority has a modern distributed computing network, called the Port Authority Wide Area Network (PAWANET), which is managed as an enterprise resource. It connects all the various Port Authority facilities and transportation systems using high-speed voice, data, and video lines or links.

This network is crucial to all Port Authority businesses because it provides connections for applications, such as e-Mail, Internet, Intranet, Enterprise Applications, and more.

PAWANET consists of a Managed Fiber Optic Dense Wave Division Multiplexed (DWDM) Network, provided by Verizon Select Services, as an Integrated Optical Service (IOS) network. This network consists of eleven separate and distinct (1) Gbps lightwave networks, each interconnecting with the Port Authority's data centers. Site-to-Site interconnectivity is achieved via the "hub and spoke" topology through the data centers. Additional high-speed Ethernet Private Lines (EPL) have been deployed to support key Port Authority off-ring facilities.

Remote locations are linked using redundant high-speed dedicated point-to-point leased communication lines. Wireless connectivity also supported when hardwired connections are not practical.

The network consists of state-of-the-art Cisco Systems equipment and services. The Port Authority uses a managed Network Monitoring Services to monitor PAWANET, and Cisco Systems SMARTnet hardware/software maintenance services, and Cisco's Technical Assistance Center (TAC) to support and maintain the network. The Authority has also deployed network performance monitoring products to provide performance data on end user workstations and systems.

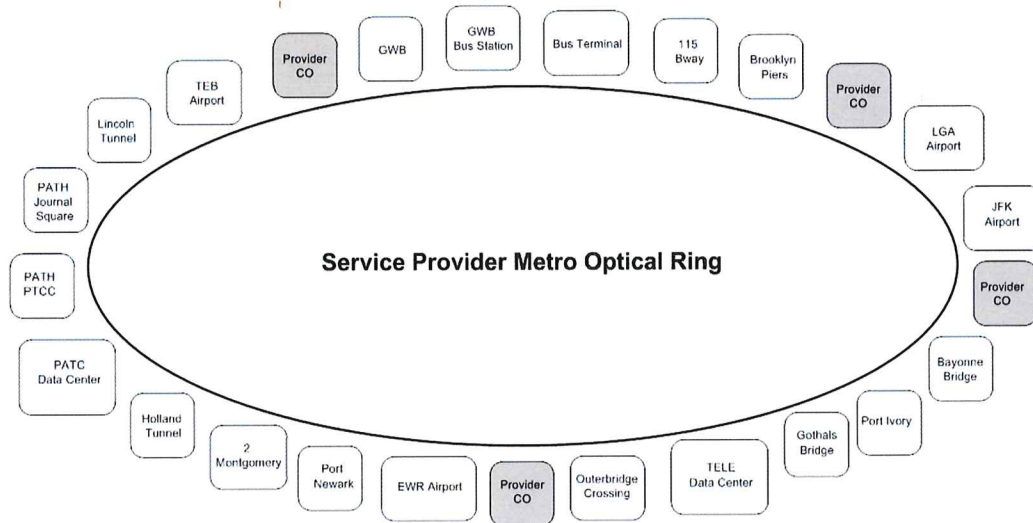
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<sup>1</sup> With the assistance of the Technology Department.

## 2.2 PAWANET Circuit Diagram

The current PAWANET network is being upgraded.

### Provider-Managed Metro Optical Network



## 2.3 Inter-site Services Providers

The Technology Department has contracted with a variety of companies to provide inter-site services. Companies providing communications services for the Wide Area Network are listed below.

AT&T Local Services

Verizon

## 2.4 PAWANET Functions

Currently, PAWANET is used to transport the following:

Data	Supports the low and high-volume transfer of data used for applications and for network communications, such as e-mail. Provides a data path for off-site, data backup of file, print and application servers. Enables the use of Storage Area Network (SAN) for network storage of user files and routing jobs to shared network printers.
Video	The transfer of Closed Circuit TV (CCTV) data is supported across the entire network to provide visibility to the Port Authority's key facilities.
Voice/VoIP	The network provides the hardware capabilities for voice and VoIP transmission. Voice over Internet Protocol (VoIP), which currently serves the majority of Port Authority users, is in the process of being implemented to replace the legacy Nortel system.



Videoconferencing	The network switches and transmission lines are used for videoconferencing to enable diversely located staff participate in meetings across large geographic area.
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## 2.5 Features of PAWANET

PAWANET provides a high performance, resilient, and reliable fail-safe communications network. These are its key features:

- a. Alternate paths of communication
- b. Internet access
- c. Support of high volume traffic
- d. Cisco switches at all the major sites
- e. Cisco high performance router family products with redundant power supplies

## 2.6 Supported Protocols

The network supports the following network protocols, allowing dissimilar platforms to communicate within PAWANET:

TCP/IP:	TCP/IP is the universal protocol that allows communications between all systems within the Port Authority's network, as well as other networks.
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## 2.7 PAWANET Switches and Routers

The current standard switches and routers used on PAWANET change from time to time. Contractors must consult with the Technology Department before project / solution implementation to obtain current standards.

## 2.8 Approved Servers

Only IBM servers may be connected to PAWANET.

This includes turnkey, distributed systems, where Application servers are being used. Any replacement servers must be IBM servers. Deviation from this policy will not be allowed without prior approval of the Chief Technology Officer (CTO) or their designee.

## 2.9 Enterprise Addressing Scheme (including IP addressing)

The Port Authority's enterprise network is a TCP/IP Class B network allowing for a maximum of 255 subnet assignments. Subnets are assigned on a geographical basis according to the number of resources required. Workstations are configured for dynamic assignment of IP addresses via Dynamic Host Configuration Protocol (DHCP).

The Technology Department will assign static IP addresses for servers, printers, faxes and/or IP enabled device (e.g. CCTV Cameras etc.) that are to be connected to PAWANET.

## 2.10 Enterprise Network Monitoring Software

The Port Authority has a managed Network Monitoring Services to continually provide real time monitoring of PAWANET, and its data and voice link availability.

## 3 Network Resources

### 3.1 Network Overview

The Port Authority has a modern distributed computing network, which is managed as an Enterprise resource. The network connects all individual PCs, servers, printers, and other devices in a unified computing infrastructure that makes it possible for the Port Authority to conduct its business.

The Enterprise Network consists of the PAWANET (see Section 1.1) and connected Local Area Networks (LAN's). The line of demarcation between the cable and wiring is the responsibility of the carrier and the Port Authority's area of responsibility is usually a wiring closet.

The Port Authority's Enterprise Network consists of, but not limited to, the following components on the Port Authority side of demarcation:

- a. Enterprise Devices
- b. Cabling
- c. Routers
- d. Switches
- e. Wiring Closets
- f. Communications Equipment Racks
- g. Server Racks
- h. File and Print Servers
- i. Application Servers
- j. Storage Area Networks (SAN)
- k. Network Printers

Security Devices (Video Encoders, IP Cameras, ACS Panels)

- l. LAN Devices
  - i. Desktop PCs
  - ii. Workstations
  - iii. Voice Over IP Phones
  - iv. Laptops
  - v. Video Conference Units
  - vi. Local Printers
  - vii. Scanners
  - viii. Copiers
  - ix. PC Peripherals

### 3.2 Enterprise Network Architecture

The Port Authority operates an extensive network of Enterprise file, print, and application servers. These devices are linked to an Enterprise Wide Area Network. The flexibility provided by multiple servers, server clusters and Storage Area Networks (SAN) offers users improved network response, greater reliability, increased data security and reduced operating cost. Adherence to the standards outlined in this section allows the Port Authority to manage their systems, applications and data in a way that best meets our business needs while maintaining interoperability and safeguarding Port Authority's information assets.

### 3.3 Server Operating System and Software

All Enterprise servers in the Port Authority are currently based on the Windows operating system. However, Linux<sup>2</sup> servers are also supported as application servers when required for functionality.

In addition to the base operating system, all Enterprise and application servers must include the following components:

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<sup>2</sup> Red Hat distribution

- a. Virus Protection
- b. Network Security
- c. Remote Monitoring and Management
- d. Intrusion Detection
- e. Systems Backup
- f. Uninterrupted Power Supply (If central UPS is not installed at the location)
- g. Current Service Packs and security patches<sup>3</sup>

These components are needed to ensure a consistent management framework for all operating system instances running the The Port Authority's business applications.

Note: All standard operating system and server software will be provided and configured, by the Technology Department.

### **3.3.1 Configuration**

All network devices—including servers, workstations, network printers, and network faxes—must use IP addresses which conform to the standards outlined in sections, 2.9 Enterprise Addressing Scheme, and 2.3.1, Server Names.

#### **3.3.1.1 Drive Mapping Conventions and Organization**

Mapping of workstation drive pointers to SAN or server disk volumes or folders is accomplished through a Windows Active Directory Login Scripts. There are drive letters which are reserved for the The Port Authority's use. Contractors must consult with the Technology Department before project / solution implementation to obtain an appropriate mapped drive.

This will ensure consistent naming conventions and security permissions are appropriately applied.

#### **3.3.1.2 Connecting LAN Devices to the Enterprise Network**

The Technology Department is responsible for connecting all LAN devices to the Enterprise Network (PAWANET) provided they meet the Port Authority's standards.

Contractors must consult with the Technology Department during the solution design phase to ensure device compatibility and security needs.

### **3.3.2 Network Resources Security**

#### **3.3.2.1 Server Physical Security**

All servers and communication equipment must be located in locked rooms secured with a cable and lock or secured with access control technology to prevent tampering and unauthorized usage.

#### **3.3.2.2 Server Logical Security**

To safeguard the Port Authority's Information Technology (IT) systems and data, Technology Department has implemented a number of processes and procedures, including the requirement that all users accessing the Port Authority's networks authenticate to the network using the Enterprise Directory Platform Service. This Directory Platform Service is the central repository for all computing accounts and provides a common authentication datastore for all identities.

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<sup>3</sup> Including the "governance" to manage monthly Operating System security patches by leveraging the Agency's centralize operations console.



The Technology Department is responsible for providing all enterprise servers with the following protection of their logical resources:

- a. Guard against unauthorized access.
- b. Perform daily incremental backups of servers and authorized workstations and full backups weekly.
- c. Store all monthly backups off site at a secure location and secure daily and weekly backups on-site in a locked area.
- d. Test recovery procedures annually.
- e. Use system and application passwords that conform to the Technology Department standards.
- f. Provide Dual-Factor Authentication Services to protect identities.
- g. Control all remote access using the Port Authority's Remote Access System.
- h. Maintain current patch levels and critical security updates.

### **3.3.3 Network Access and User Account Security**

#### **3.3.3.1 Account Creation**

User accounts are created and managed in the Enterprise Directory Platform Service. The creation of user accounts and authority for access is managed (on-boarding / off-boarding) by the Customer Service Unit within the TEC Department.

#### **3.3.3.2 Modems and Switches**

Staff and Contractors are prohibited from connecting dial-up modems and network switches including wireless access points (e.g. Linksys wireless switches) to workstations that are simultaneously connected to PAWANET or another internal communication networks unless approved by the Technology Department. This will ensure better network and information security management practices.

Where modems have been approved, users must not leave modems and/or switches connected to personal computers in auto answer mode, such that they are able to receive in-coming dial-up calls.

#### **3.3.4 Remote Access System**

The use of local modems to establish direct dial connections to devices on the Port Authority's network is prohibited. Exceptions to this policy require the approval of the Technology Department's Chief Technology Officer.

The approved mechanism for remote access to the Port Authority network is through the Remote Access System (RAS). The Remote Access System utilizes an Internet-based Virtual Private Network (VPN) tunnel established over the Internet linking remote users to the Port Authority Wide Area Network (PAWANET). It is designed to provide authorized Port Authority users with secure access to corporate applications and to files available on their departmental file servers. Once connected to the PAWANET, users with Port Authority-supplied laptops will have access to computing resources as if connected directly to the network. For users using non-Port Authority remote desktops/laptops, once connected to the network, access to applications and resources is delivered through an Application Virtualization Platform Service.

The Port Authority also supports corporate site-to-site VPN connections and utilizes Cisco equipment for these connections, as appropriate.

Remote access is authorized on a case-by-case basis by the Chief Technology Officer.

### **3.3.5 Hardware Standards Overview**

The Technology Department's Enterprise Architecture team is responsible for setting the The Port Authority hardware standards. Contractors must consult with the Technology Department before project / solution implementation to obtain the then current hardware standard.

## **3.4 Network Naming Conventions**

### **3.4.1 Server Names**

The Port Authority employs a naming convention for all servers within PAWANET. That convention will be discussed during a solution implementation phase with the Technology Department.

## **3.5 Directory Services and Structure**

The Port Authority uses an Enterprise Directory Platform Service to manage network resources and user access. Port Authority departments are designated as organizational units (OU). Workstations, servers and users are directory objects contained within a given OU.

## **3.6 System Backup and Recovery**

The Port Authority uses an Enterprise Backup Platform Service to perform scheduled server backups.

Backup data is stored on disk storage for prompt backup and restore. Encrypted tape backup is stored remotely at a secure facility, and is required to assure off-site disaster recovery data storage. All backup media and records must be treated with the same level of security and confidentiality as the original data.

The System Administrator is responsible for verifying that system backups, both local and remote backups, can be used to restore the data. Tests of the ability to successfully restore from both backup systems should be performed annually. It is recommended that:

- a. Tests of the ability to restore system and application files will be performed on a non-production server.
- b. When incremental or differential backups are routinely used, the test restore procedure should incorporate both.
- c. Immediately prior to performing the test restore procedure, do a special full back up on the directories being tested.

The use of system backup and periodic testing ensures The Port Authority has the ability to support a business continuity event.

### **3.6.1 Backup Logs**

The System Administrator will maintain the following logs for a period of three years:

- a. Back-up activity
- b. Rotation of back-ups
- c. Usage/rotation of back-up media
- d. Off-site data storage

### **3.6.2 Backup Scheduling**

The System Administrator is responsible for performing back-ups of data, application and system files. This must be as follows:

- a. Weekly full back up of each server. A full back-up is a backup of all files on the server.

- b. Daily differential, incremental or full back up of each server or server cluster. The type of back-up performed is dependent on time constraints and the amount of data to be backed up. Incremental backups are back-ups of all files changed since the last back up. Differential backups are back-ups of all files changed since the last full back-up.
- c. A Grandfather, Father, Son (GFS) scheme based on a 33-tape rotation should be used to ensure complete back-up, recovery and BCP protection.

### **3.7 Business Resumption Plan**

Contractors, providing IT services to the Port Authority, shall work with the Technology Department to develop a disaster recovery and contingency plan. The System Administrator will participate in the planning, design, implementation, testing, updating and documentation of the plan. [Appendix 1](#) shows a recommended outline for such a plan. The Business Resumption Plan shall be updated and tested at least annually and more frequently based on the critical nature of the business function supporting the business. This will ensure a timely recovery should the need arise.

### **3.8 Telecommunications Standards Overview for Enterprise Network Resources**

Please refer to attached appendices for the following telecommunications components

- [Appendix 2](#) - Communication Rooms/Closets Standards
- [Appendix 3](#) - Standard Cabling Schemes
- [Appendix 4](#) - Unified Wiring Specifications
- [Appendix 5](#) - Telephone Closet / IDF Termination Blocks
- [Appendix 6](#) - Workstation Jacks
- [Appendix 7](#) - Standard Switches
- [Appendix 8](#) - Workstation and Lateral Cable Identification Management
- [Appendix 9](#) - Fiber Optics Specifications for Network Services - PAWANET

#### **3.8.1 Closet and Telecommunications Room Access**

The following standards must be followed regarding access to closets and communication rooms:

- a. All telecommunications rooms must be physically secured. Remote locations, which are not secured, by a guard or within line of sight of personnel, must be secured by a card access system and/or video cameras.
- b. The Network Connections (NC) group is responsible for installing routers and station drops. They also patch connections and troubleshoot LAN cabling.
- c. System Administrators requiring routine maintenance of data communications equipment should call the Customer Support Desk when new devices or reconfigurations are required.

#### **3.8.2 Telecommunications Installation Contractor's Responsibilities**



- a. Adherence to all of the above specifications
- b. Assurance of labor harmony
- c. The contractor must supply all cable, blocks, brackets, connectors, jacks, housings, face plates, special tools, etc., as necessary to perform an installation which is satisfactory to the Port Authority.
- d. The contractor must label every workstation (jack faceplate) and the corresponding cross connect point (punch down block or patch panel) in accordance with the cable identification management plan, as previously described.
- e. Install all Category 5e/6 cabling in the proper manner, with the appropriate number of twists, to maintain Category 5e/6 integrity and capabilities, as outlined in the TIA/EIA 568-B.2 standard.
- f. The contractor must ensure that cable connections are in accordance with standard telecommunications practices and that all cabling maintains normal connectivity and continuity.
- g. All materials must be agreed upon by the Port Authority Network Services prior to the start of installation.
- h. All computer or network communication rooms and closets are to be isolated, locked, and secured. No other equipment, storage area, or smoking area are to be located in this room. This room must provide appropriate cooling and ventilation. Access to this room will be reserved to the Technology Department staff and an agreed upon Facility Manager or designee of the site where the PAWANET equipment is located. This procedure is to ensure the security and the integrity of the Port Authority's computer network and its users.

### 3.8.3 Electrical Requirements

The following power and receptacles should be installed to support different equipment requirements such as:

- a. Standard 110/120 volt power receptacles
- b. Standard and/or NEMA L6-30P 220/240 volt 30 amp power receptacles
- c. Dedicated circuit breaker per AC feed, with alternate power source.
- d. Server rack electrical requirements are specified in the appropriate design document.

Currently, services obtained through the Port Authority's contract are required to have the APC (American Power Conversion) UPS included in the delivered service.

### 3.8.4 Telephone Company Interface

The following items are needed for the telephone company interface, if needed for a specific Contractor solution:

- a. Install a dedicated wallboard for Telco demarcs (if none available for implementation)
- b. Standard Telco demarcs:
  - i. P66 Block
  - ii. Network Termination Unit (Rj48 interface) Smartjacks
  - iii. Network Termination Unit (DB15-pin female interface)
  - iv. Network Termination Unit (V.35/V.36 female interface)
  - v. Digital Signal X-connect (DSX)
  - vi. Basic T1 CSU/DSU
  - vii. Basic DS3 handoff coax/HSSI unit
  - viii. High-speed dialup modems for network trouble-shooting when needed

## 3.9 Documentation

It is the responsibility of the System Administrator to update and maintain a library of all documentation designated as standard by the Port Authority. These include archived system files and system backups. Contractors will be provided our "Guide to Systems Administration" during the implementation phase of a project. The "Guide to Systems Administration" covers the provisioning and setup of computing &

networking resources to successfully implement a project within the Port Authority. Contractors will work with the Technology Department during implementation to ensure proper setup, configuration and connectivity to PAWANET.

## **4 Virus Scanning & Management**

### **4.1 Overview**

This section describes the standards for the prevention, detection and removal of computer viruses, (malware). Its purpose is to minimize the risk and negative impact of computer virus infections in the work environment by establishing clearly defined roles, responsibilities and procedures for the effective management of computer viruses. All computing transactions are processed using the Port Authority approved desktops and servers connected to PAWANET. To protect them against viruses and Trojan horses and/or other malicious software, Antivirus and AntiSpyWare is installed. In addition, software restriction policies fully integrated with software policy is applied on all desktops to prevent unauthorized of installation of applications not approved by the Port Authority.

### **4.2 Standard Software**

Standard virus protection software must be installed on all network servers and personal computers, and updated on a regular basis. The Port Authority currently uses an industry-leading Enterprise Anti-Virus and End-Point Security Solution to manage, monitor and maintain end-points. The standard virus protection software protects the integrity and confidentiality of information technology assets and resources communicating over the Port Authority network.

### **4.3 Acquisition and Installation**

The Technology Department maintains current versions of standard virus protection software and virus detection files including configuration-specific instructions for downloading and installing software on network servers and desktops.

## **5 Electronic Mail**

### **5.1 E-Mail Overview**

The Port Authority's Electronic Mail System (E-Mail) is designed to facilitate business communication among employees, job shoppers, contractors, consultants, and outside business associates. This E-Mail system is comprised of an industry-leading Cloud-based E-mail Subscription Service. This solution also includes group calendaring and workgroup collaboration. The Port Authority Electronic Mail System include cyber security protect tools to protect against spams and web attack detection and blocking tools.

### **5.2 Port Authority Email System**

#### **5.2.1 Requesting SMTP Services**

Contractors will request SMTP services from and coordinate its work with the Technology Department.



## **6 Intranet**

### **6.1 Intranet Overview**

The Port Authority Employee Net (eNet) is intended to provide timely information and resources to employees via the web browser on their desktops. eNet is a decentralized collection of web pages, data lookup services and applications that are managed as if they were a centralized enterprise resource. It is accessible to all personal computer workstations on the Port Authority Wide-Area Network (PAWANET). eNet is housed on servers at our Data Centers.

Examples of business information hosted on eNet include, but not limited to:

- a. Departmental Websites
- b. Directories
- c. Corporate Announcements
- d. Reference Materials
- e. Document Collections
- f. Library Services
- g. News Displays
- h. Enterprise and Departmental Applications

#### **6.1.1 Accessibility Standards**

The Technology Department is committed to making all eNet content accessible to persons with disabilities. In order to ensure that all eNet web content is in compliance with accessibility standards and applicable legal requirements, contact the Technology Department before project / solution implementation to ensure solution is ADA (Americans With Disabilities Act) compliant.

## **7 Workstation Hardware and Operating System Software**

### **7.1 Overview**

The Port Authority makes extensive use of computers (workstations) networked into an Enterprise Wide Area Network to accomplish its business objectives. For the purpose of this section, the term computer and/or workstation will be used to reference desktop, laptop and Computer Aided Design (CAD) computing devices. To ensure compatibility with the Port Authority's enterprise network and to make optimal use of its resources, this section defines the standards governing workstations and their configuration and use.

### **7.2 Workstation Operating System Standard**

The Port Authority's standard operating system for workstations are supported versions of Microsoft's Windows Operating System.

### **7.3 Workstation Configuration**

#### **7.3.1 Workstation Naming Conventions**

All departmental workstations must contain a unique computer name.

Contractors must consult with the Technology Department before project / solution implementation to obtain the appropriate naming convention to ensure standardization within the environment.

### **7.3.2 Automated Software Distribution for Computers**

The Port Authority currently uses an industry-leading Enterprise Software Configuration and Operations Management Platform to, at a minimum, perform the following:

- a. Install new, or upgrade existing software on the Port Authority desktop, laptop, and CAD computers.
- b. Create packages to automate system tasks
- c. Patch End-Points

### **7.3.3 Drive Mappings**

Computer drive mappings are automatically accomplished using a login script(s). The script is executed upon successful login to the Port Authority's domain.

### **7.3.4 Standard Workstation Hardware Configurations**

The Technology Department is responsible for setting the computer hardware standards. Standards are typically set annually, or as exceptions to meet business requirements. The standards specify the approved hardware components required by the Port Authority for a specific computing platform (e.g. desktop, laptop, CAD).

Contractors must consult with the Technology Department before project / solution implementation to obtain the then current hardware configuration.

### **7.3.5 Standard Workstation Software**

The Technology Department is responsible for setting the software standards. Standards are typically set, as needed, to support business applications.

Contractors must consult with the Technology Department before project / solution implementation to obtain the then current software standard and/or software exception.

## **7.4 Workstation Security**

Workstation users and their managers are responsible for the security of computer equipment and safeguarding critical corporate data and access to Port Authority network resources. This includes both physically securing equipment as well as logical safeguarding equipment and data. There are other security software deploy to workstations, such as anti-virus, and workstation policies to ensure consistent computing experience.

### **7.4.1 Physical Security**

The method of control should be based on the value of the equipment, the sensitivity of the data, its portability and the degree of exposure to theft. The department's Business Manager should make the appropriate determination of physical security required based on their best business judgment. All servers, UPS, mainframes and network assets are secured with adequate ventilation and restricted access through access control readers, keypad, lock etc.

In all cases, laptops must be secured with a Lock/Cable product (e.g., Kensington).

### **7.4.2 Logical Security**

The Technology Department is responsible for providing for the security of computer resources and devices, such as:

- a. Workstations security mechanisms.
- b. Screen saver passwords are implemented.

- c. All critical data on a network drives are backed up nightly network-based storage.
- d. Hard Drive encryption
- e. File & Folder access permissions<sup>4</sup>

## 8 Distributed Systems Environment

### 8.1 Overview

A number of enterprise servers provide critical application and system services. Different operating systems and configurations may be required for specific applications. This section provides information on the standards for supported systems within the Port Authority.

### 8.2 Microsoft Windows Servers

The standard for general-purpose application servers and File and Print Services is IBM servers. Microsoft Windows<sup>5</sup> is the supported Operating Systems for these servers.

#### 8.2.1 Virtual Environment

The standard for Virtualization Computing is IBM host servers. The Port Authority will provide an industry-leading Hypervisor Platform Service to operate all Contractor-provided applications software.

All applications software must be capable of operating in a virtual environment, unless performance or other requirements mandate a dedicated system.

#### 8.2.2 Windows Data Encryption

For those applications that require additional data security measures, the Technology Department provides additional tools that provide encryption services to protect the data stored in the application's database and file and print devices. All data at rest must be encrypted.

#### 8.2.3 Backup

Critical system backup must be performed regularly (daily and/or weekly) utilizing the Port Authority's centralized backup service and associated tools. Extra copy of backup is kept offsite, at a secure location, for business continuity purposes.

### 8.3 Unix

Red Hat Linux is an optionally supported UNIX operating system for infrastructure and corporate servers.

#### 8.3.1 Unix Security

Red Hat Linux servers must be physically and logically secured from unauthorized access. Operating system logical security is defined by the Technology Department using industry best practices and "harden" operating system configuration<sup>6</sup>.

#### 8.3.2 Data Encryption

For those applications that require additional data security measures, Contractor shall provide encryption services to protect the data stored in the application's database and file and print devices. All data at rest

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<sup>4</sup> "Authenticated Users" and "Everyone" groups are minimized to support business functions.

<sup>5</sup> Currently supported Microsoft Server Operating System. End-of-life Microsoft Operating Systems are not supported.

<sup>6</sup> See current [Red Hat documentation](https://access.redhat.com/documentation/en-us/red_hat_enterprise_linux/7/pdf/security_guide/Red_Hat_Enterprise_Linux-7-Security_Guide-en-US.pdf) at: [https://access.redhat.com/documentation/en-us/red\\_hat\\_enterprise\\_linux/7/pdf/security\\_guide/Red\\_Hat\\_Enterprise\\_Linux-7-Security\\_Guide-en-US.pdf](https://access.redhat.com/documentation/en-us/red_hat_enterprise_linux/7/pdf/security_guide/Red_Hat_Enterprise_Linux-7-Security_Guide-en-US.pdf)



must be encrypted.

### **8.3.3 Backup**

Critical system backup must be performed regularly (daily and/or weekly) utilizing the Port Authority's centralized backup service and associated tools. Extra copy of backup is kept offsite, at a secure location, for business continuity purposes.

## **8.4 Databases**

Oracle and Microsoft SQL Server are the supported database platforms for Port Authority systems. Auditing trail must be enabled for all database accounts with administrator privileges.

## **8.5 Geographic Information System**

Geographic Information is built on the Port Authority's Enterprise Geographic Information System (GIS) Platform which is based on an industry-leading software solution.

## **8.6 Application Security**

The Technology Department recognizes the critical importance of application security and maintains a management approach of implementing manufacturers and/or National Institute of Standards and Technology (NIST) best practices to ensure security controls are in place to safeguard information based on application data classifications.

## **8.7 Server Physical Security**

All servers and communication equipment must be located in secured locked rooms with the keyboard secured to prevent tampering and unauthorized usage. The Business System Manager is responsible for determining the appropriate access control method (e.g., metal key lock, magnetic card door locks, etc.) This person must also maintain a list of persons authorized to enter secured areas. Technology Department staff is available to provide technical assistance in making this determination.

## **8.8 Load Balancing – Failover Architecture**

Depending on requirements of the application, load balancing and failover architectures are supported. Contractors must review failover architectures with the Technology Department for approval.

# **9 Cloud Distributed System Standards Overview**

The Port Authority has adopted the Microsoft Azure suite of offerings to support its cloud-based compute, storage, networking and services to support application requirements. The suite of Azure services available to the Port Authority include, but not limited to:

- a. Infrastructure as a Service (IaaS)
- b. Platform as a Service (PaaS)
- c. Software as a Service (SaaS)
- d. Web + Mobile Services
- e. Container Services
- f. Data & Analytics Services
- g. AI and Cognitive Services
- h. Internet of Things Services

- i. Enterprise Integration Services
- j. Security and Identity Services
- k. Developer Tools Services
- l. Monitoring and Management Services

The Port Authority's Cloud Framework consists of components and/or controls that must be implemented when deploying applications and/or services into Azure. The elements in this standard are dynamic and will evolve over time to ensure a secure and robust Cloud Computing environment for the Port Authority's business to ensure information assets are secure and that security and privacy are maintained using de-facto best practices aligned with Federal Information Processing Standards (FIPS) as well as NIST Publications. Those best practices include, but not limited to:

- a. [NIST 800-144](#): Guidelines on Security and Privacy in Public Cloud Computing
- b. [FIPS 199](#): Standards for Security Categorization of Federal Information and Information System
- c. [FIPS 200](#): Minimum Security Requirements for Federal Information and Information Systems
- d. [NIST 800-53](#): Recommended Security Controls for Federal Information Systems and Organizations
- e. [NIST 800-146](#): Cloud Computing Synopsis and Recommendations
- f. [Cloud Security Alliance](#): Cloud Controls Matrix Version 3.0 (CCMv3)

The use of cloud services should be considered for new/new deployments (subject to application data classification review) or as hybrid deployments (components running in both the Port Authority's datacenters and Azure).

## 10 Business Intelligence (BI) & Enterprise Reporting Standards Overview

The Port Authority Business Intelligence (BI) Platform provides enterprise data warehousing, data analytics, and enterprise reporting solutions to the Port Authority's Departments and end-users via a robust standardized multi-tiered suite of products. Many Departmental and Enterprise software packages include built-in reporting solutions that are optimized for Reporting upon data elements and information within the scope of the application. In such cases, the use of an application-based reporting tools are supported.

However, whenever reporting needs reach beyond the scope of a specific application's User community, span to data sets either residing in multiple disparate sources (such as other enterprise applications), or are highly complex the Enterprise Reporting Platform shall be utilized.

Core System Capabilities of the Business Intelligence Platform include but are not limited to:

- a. Delivery of standardized reports, dashboards and data to support consistent views of Port Authority-wide data sources.
- b. Data integration technologies and data warehousing solutions when appropriate.
- c. A semantic business layer for reliable end-user access to data via ad-hoc reporting and analysis tools.
- d. Distribution of reports efficiently to large groups of users inside or outside the organization.
- e. Enterprise-level security, management, and distribution features.

Departmental resources can develop hierarchical structured reporting architectures consisting of reports to support their business function. The Business Intelligence Service may also leverage Microsoft PowerBI services.

## **11 Contractor Provided Dedicated Systems**

### **11.1 Overview**

Contractor provided dedicated systems refers to application software, and possibly computer hardware, that may be furnished and/or installed by the contractor. These systems are usually procured through either a Request for Proposal (RFP), or a “Low Bid” contract and are specifically engineered to support a dedicated application.

On all technology related projects, a representative from the Technology Department will be assigned as a single point of contact for technology oversight, accountability, adhering to standards and systems integration. This alignment will ensure a successful project implementation.

The collaboration between Contractor and the Technology Department, provide the following benefits

- a. Leveraging large discounts negotiated in the various requirements contracts.
- b. Ensuring seamless integration of equipment with other existing systems.
- c. Ensuring long-term maintenance and systems administration contracts are focused on the same product lines.
- d. Ensuring relevant sections of the Technology Standards are included in either, the basic design of a low bid contract or as requirements in an RFP. Responses to RFP’s shall be reviewed for their compliance with the Technology Standards.
- e. Ensuring deployments, integration, and testing will not adversely affect existing systems, and to integrate new systems under existing maintenance contracts where applicable.

In cases where a specific system is so specialized that it normally cannot adhere to the hardware, software, infrastructure and operations standards of the Technology Standards, the Contractor shall be directed to work with the Technology Department in exploring all options. If an exception is required, the Contractor will work with the Technology Department to prepare the necessary business case scenarios to receive written concurrence from the Chief Technology Officer.

## **12 Physical Security Technology Standards Overview**

### **12.1 The Port Authority Standard for Digital Video Recording, Access Control and Alarm Monitoring**

The Port Authority has implemented and operates industry-standard commercial-off-the-shelf (COTS) software platforms to support the mission to manage access control and alarm monitoring and CCTV and Digital Video recording technologies.

The Port Authority has long recognized the need for a corporate architecture for its security systems that would allow us to integrate digital video and access control recording compatible technologies the Port Authority-wide. Using these standards will improve our security posture and will permit us to leverage additional operations and business benefits while keeping our operations resources, maintenance and support costs at a minimum.

The standard will also improve:

- a. Access to and the sharing of information from a centralized location
- b. Centralized monitoring of all facilities from an Emergency Operations Center
- c. The operational and cost-effectiveness of adding a variety of modular features to the core systems, such as paging, e-mail, fire systems, facility management, etc.
- d. Alarm notification, response, and acknowledgement
- e. Operational flexibility for facility and Public Safety staff



- f. Single learning curve
- g. Reduce the cost for maintenance and system administration

## 12.2 Situational Awareness Platform Software

A Situational Awareness Software platform has also been implemented using industry-based COTS applications. This platform is a software application that allows multiple, independently manufactured and installed security, life safety, and building systems to all interoperate under a single, common operating picture, giving a user access to information spreading across multiple systems as if they were all one single system. This “common view” is made even more valuable by the incorporation of powerful, rules-based tools within the system, which allows intelligent linking of seemingly unrelated events into “Situations” that represent patterns of activity that pose a threat to security or site-wide operations.

The objective is to monitor the identity and event data from the various systems, identify incidents and anomalies, and detect trends that could be a threat to our facilities. This platform turns data into actionable intelligence when an incident is detected. The platform has the capability to automatically alert the security operations staff and push the information to security control centers and first responders.

This solution:

- a. Provides a software platform to enable integrating the various electronic systems across all Port Authority sites.
- b. Provides a single software perform solution for situational awareness.
- c. Provides a single system database for reports
- d. Transparent notification of security related events for all Port Authority security systems.

## 13 Communications Infrastructure Standards Overview

The Port Authority Standard for Communications Infrastructure is Cisco. This applies to all future systems, as well as, upgrades to existing systems. This standard ensures the interoperability of all deployed systems and permits the full integration of systems into PAWANET. In addition, all Cisco equipment either designed in a low bid contract or specified in an RFP must be purchased through the Port Authority’s existing contract, which is administered by the Technology Department and permits the purchase equipment, maintenance and support services.

This standard applies but is not limited to:

- a. Layer 2 and 3 Ethernet switches,
- b. Routers,
- c. Wireless Access Points (WAP),
- d. Mobile Access Routers (MAR),
- e. GIG E (Gigabit Ethernet) switching and networking and
- f. SONET (Synchronous Optical NETWORK) equipment.

Deviation from this standard requires the written approval of the CTO.

## 14 Wireless Technologies Overview

### 14.1 Wireless Standards

#### 14.1.1 Purpose and Scope

This section references the standard policies and procedures for all wireless devices and technologies

including voice and data capabilities that store, process, transmit or access data. This includes but is not limited to commercial and unlicensed wireless networks and laptops, cellular devices, scanning devices, messaging devices (email devices) and PDAs.

### **14.1.2 General Policy**

Employees will only use Port Authority owned wireless devices to store, process, transmit or access Agency data. Mobile computing devices such as notebooks, iPhones and other handheld computing devices, laptops, special care must be taken to ensure that information is not compromised. Approval is contingent on satisfaction of the requirements for physical protection, access controls, cryptographic techniques, back-ups, virus protection and the rules associated with connecting to wireless networks.

### **14.1.3 Personal Area Networks - PAN**

PAN technologies are prohibited for transmitting information without encryption.

Bluetooth security alone is unacceptable because it is not encrypted and does not use Federal Information Processing Standardization (FIPS) 140-1/2.

### **14.1.4 Wireless Local Area Networks – WLANs**

#### **14.1.4.1 Overview**

Business requirements have arisen throughout various Port Authority locations for the improved use of Wireless LAN technology to facilitate local user mobility. Research performed on the different technologies support the use of Cisco as opposed to various wireless vendors in an attempt to produce a standard that will provide the Port Authority with a secure, robust and scalable solution as WLAN's continue to grow.

In summary, the current Port Authority Wireless LAN standards are based upon IEEE 802.11n draft 2.0 technologies (802.11n is backwards-compatible with existing 802.11a/b/g network adapters.).

The physical infrastructure is now based upon a centralized WLAN architecture that relies upon Cisco wireless bridges, access points, mesh routers, and newly implemented controllers.

Wireless LAN technology is continually developing with rapidly evolving industry standards, government regulations, and vendor products. As a result, the WLAN Standard presented in this document will likely be superseded in the future as the technology and products change.

Contractors must consult with the Technology Department before project / solution implementation to obtain the then current standards for wireless technologies.

#### **14.1.4.2 Best Practice**

The following information is industry best practices for wireless hardware implementation used for the Port Authority's deployments, not for wireless device configuration practices.

WLAN Best Practices Add-ons:

- a. Ensure that the Port Authority maintains an up-to-date wireless hardware inventory.
- b. Identify rogue wireless devices via wireless intrusion prevention systems ( IPS ).
- c. Enable automatic alerts on the wireless IPS.
- d. Perform stateful inspection of connections.
- e. Augment the firewall with a wireless IPS.



- f. Mount AP in location that do not permit easy physical access.
- g. Secure handheld devices with strong passwords.
- h. Enable WPA and WPA2 under ENTERPRISE mode.
- i. Synchronize the AP's clocks to match networking equipment.
- j. Manage remote physical locations of all access points which support an isolated network that needs access to PAWANET for server farms and internet access.
- k. Maintain cryptographic strength range from 128-bits to 256-bits with matching symmetric algorithms AES-128 to AES-256.

Contractors must consult with the Technology Department before project / solution implementation to obtain the then current best practices for wireless technologies.

#### ***14.1.4.3 Portable Electronic Devices (PEDs) – Cell Phones, PDAs, messaging devices, laptops and tablets***

If a device receives information via a wireless technology, and that device allows that information to be placed directly into the corporate network at the workstation level, then all perimeters and host-based security devices have been bypassed. Therefore, the following procedures apply:

- a. PEDs connected directly to a Port Authority wired network via a hot sync connection to a workstation is not permitted to operate wirelessly at the same time. Wireless solutions could create backgrounds into corporate networks.
- b. IR, Bluetooth and 802.11 peer to peer should be set to "off" as the default setting. Mobile code should be downloaded only from trusted sources over assured channels.
- c. Anti-virus software are required on devices and workstations that are used to synchronize/transmit data, if available. Where not available on a device, disable the synchronization capability or provide server or workstation based handheld anti-virus protection.
- d. PEDs are easily lost or stolen therefore approved file system/data store encryption software is required.
- e. PEDs need to be capable of being erased or overwritten to protect data. If the device is no longer needed and cannot be erased or overwritten, it must be physically destroyed.

#### ***14.1.4.4 Cellular and Wireless Email***

Cellular and wireless e-mail devices are subject to several vulnerabilities (e.g. interception, scanning, remote command to transmit mode, etc.). Therefore, the following procedures apply:

- a. Must have end-to-end encryption.
- b. PC based redirectors are not allowed as it requires the PC to be active at all times only server based redirectors will be used.
- c. The use of LANS and Wireless transmitters, i.e. Bluetooth etc. by Port Authority personnel using Port Authority equipment is strictly prohibited

#### ***14.1.4.5 Responsibilities of Technology Department***

- a. Monitor and provide oversight of all Port Authority wireless activities, insure interoperability of wireless capabilities across the Port Authority.
- b. Develop appropriate technical standards for secure wireless and handheld solutions.
- c. Establish a formal coordination process to ensure protection of Port Authority information systems employing wireless technologies.
- d. Review and evaluate wireless technologies, products, solutions that meet Port Authority requirements.
- e. Identify approved monitoring mechanisms for wireless devices to ensure compliance with policy.
- f. Periodically review approved wireless technology standards and procedures to ensure products and solutions remain compliant.
- g. Support risk management activities associated with evaluating wireless services

- h. Act as central coordination point and final approval authority for any exceptions to this policy.
- i. Define or approve acceptable wireless devices, products, services and usage.
- j. Provide immediate consultation to Port Authority units.
- k. Adhere to wireless procedures and standards, establish procedure for reviewing and approving requests for using wireless devices to store, process, or transmit information.
- l. Establish procedures for periodically reviewing approved wireless devices and services to ensure that the business requirement for device/service/system is still valid and meet current Port Authority guidance.
- m. Establish procedures for inventory and control of wireless devices and equipment.
- n. Establish procedures and implementation plans for auditing wireless connections to the network.
- o. Provide user training.

#### **14.1.4.6 Responsibilities of Wireless and Handheld Device Users**

- a. Coordinate all requests through Technology Department...
- b. Read and follow standards.
- c. Access information systems using only approved wireless hardware, software, solutions and connections.
- d. Take appropriate measures to protect information, network access, passwords and equipment.
- e. Use approved password policy and bypass automatic password saving features.
- f. Use extreme caution when accessing Port Authority information in open areas where non-authorized persons may see Port Authority information (airport lounge, hotel lobby).
- g. Protect Port Authority equipment and information from loss or theft at all times, especially when traveling.
- h. Keep current anti-virus software on devices.
- i. Use appropriate Internet behavior (e.g. approved downloads).
- j. Exercise good judgments in efficient cooperative uses of these resources and comply with current and future standards of acceptable use and conduct at all times.
- k. Report any misuse of wireless devices, services or systems to management.

### **14.2 Cellular Phone & Wireless Modem**

The Port Authority obtains cellular service under governmental contracts. All orders for cellular service or equipment must be placed under those contracts. If the contract service provider cannot meet the requirements, a memorandum requesting approval to obtain cellular service outside of the contracts must be sent to the CTO.

### **14.3 Technology Mobile Device Policy**

#### **14.3.1 Introduction**

Mobile devices are a class of handheld computers that currently offer limited functionality with compact size and portability.

To better serve the Port Authority, and to limit the expense of supporting a wide variety of Mobile device hardware and software, the Technology Department supports the use of Apple IOS devices and alternatively, Google Android devices when business functions cannot be satisfied with Apple's iOS platform. All portable computing resources and information media is secured to prevent compromise of confidentiality or integrity while off the Port Authority premises. No computer device may store or transmit non-public information without suitable protective measures being implemented and approved by the Chief Technology Officer.

### **14.3.2 Software**

The current version of Apple IOS and Google Android software are supported.

Any software found to interfere with normal operation must be uninstalled in order to receive support from the Technology Department.

### **14.3.3 Support**

Support for Mobile devices hardware and software is provided by the Technology Department through the Customer Support Desk. The Technology Department will support the physical hardware connection and software to support this connection. No software can be added to company owned mobile devices without Technology Department's assistance and Chief Technology Officer approval.

### **14.3.4 Acquisition**

The Port Authority will purchase Mobile devices for employees with a business need for the mobile device. Employees are responsible for obtaining management approval. The Technology Department also recommends that a protective case (preferably a zippered case) be purchased to reduce damage to the units.

When an employee leaves the Port Authority, the device is returned to the Director's office of their department.

### **14.3.5 Personal Acquisition**

Employees, who purchase their own mobile devices, will not be allowed to connect to the Port Authority corporate network or equipment, unless approved by the Technology Department.

Customer Support Desk personnel will support all Port Authority owned and authorized mobile devices.

### **14.3.6 Data Security Considerations**

Users should carefully consider what type of information they store on their mobile. Extreme caution should be taken when using company confidential data on the mobile units. The risk of unauthorized disclosure of highly sensitive data is very high when data are stored on individual-use electronic devices and media, since these items are easily stolen. The Port Authority policy strictly limits the use of mobile devices under which highly sensitive data may be stored. It further mandates that strict security requirements be met when highly sensitive data must unavoidably be stored on individual-use electronic devices or electronic media.

All mobile devices accessing corporate resources are to be password protected.

### **14.3.7 Backup**

Though it does not happen often, it is possible to lose or damage data that resides on mobile devices. The Technology Department will provide assistance in attempting to recover lost or damage files.



## 15 Appendices

### 15.1 Appendix 1 -- Business Resumption Plan (BRP) Document Format

#### I. PURPOSE

- a. Goals and objectives of plan
- b. Benefits obtained if plan properly implemented

#### II. SCOPE OF PLAN

- a. Planning assumptions
- b. Facilities and resources included in plan

#### III. NOMENCLATURE

- a. Recovery terms
- b. Definitions and acronyms

#### IV. DISASTER SEVERITY DEFINITION

Define level of potential disaster based on impact to critical functions. Explain what degree of operational disruption would constitute each level of disaster:

- a. catastrophic
- b. serious
- c. major
- d. limited

#### V. OPERATIONS RECOVERY PROCEDURES (Procedures for recovering services)

1. Indicate time frames in which essential operational/business functions must be resumed.
2. Specify sequence of operations recovery events and individuals responsible for activity. Note any specific activities required for particular levels of disaster severity. For example:
  - a. Notifications
  - b. Preliminary evaluation
  - c. Activate operations recovery personnel
  - d. Coordinate with emergency personnel
  - e. Evaluate recovery options and issue directive which details:
    - i. Assigned tasks
    - ii. Project schedule/time frame
    - iii. Coordination required
    - iv. Identify relocation activities, if required
    - v. External/internal status updates

3. Identify items required for backup of critical functions. For example:

- a. Alternate work site
- b. Hardware/software
- c. Personal computers
- d. Necessary software packages
- e. Documentation
- f. Peripherals (printers, modems, etc.)
- g. Databases
- h. Emergency equipment
- i. Communications
- j. Transportation
- k. Supplies
- l. Security
- m. Operations and procedures manuals

VI. OFFICE/FACILITY BUSINESS SITE RESTORATION PROCEDURES  
(Procedures for restoring physical facilities)

- a. Identify restoration responsibilities
- b. Assess damage
- c. Develop restoration plan/time frames

VII. BRP UPDATE PROCEDURES

- a. Specify responsibility for updating and communicating BRP changes
- b. Indicate frequency of review/update

## 15.2 Appendix 2 -- Communication Rooms/Closets Standards

All data communication rooms must be designed with required and estimated space to meet immediate requirements, as well as, future growth.

### ENVIRONMENTAL

The following conditions must be met:

- a. Doorways/Entrances must be designed to support at least the minimum space requirements of 90"H x72" Wx60" D.
- b. The room's cooling capabilities must be sufficient to support the heat dissipation requirements for the equipment. This requirement will be measured in minimum and maximum BTUs powered by AC-powered systems. Equipment specs will be supplied by the Technology Department upon request.
- c. Backup UPS systems are necessary to avoid equipment damage in case of site power failure.
- d. Telco demarcs must be located in a central location with sufficient space to house Telco termination equipment.
- e. The room should be designed with the appropriate fire safety regulations.
- f. Cables trays must also be installed in the communications room ceiling where appropriate, to support the routing of data communications and Telco cables.
- g. Basic 24"W/30"D/84"H cabinets with 19" racks must be installed to house communications equipment such as: routers, switches, hubs, DSUs/CSUs and monitors.
- h. To create more wall space the use of wall mount racks can be installed, however, all wall cabinets must support rear access to the equipment. Appropriate sized plywood must be installed prior to mounting racks.
- i. Category 5e/6 cable must be terminated in wall/rack mounted patch panel.
- j. Fiber patch panel must be installed in fiber IDF panel with SC female interface.
- k. The fiber must be neatly tie wrapped and enclosed in flexible inner-duct.
- l. Telephone access must be installed in the appropriate location to provide for basic troubleshooting and vendor support.
- m. All communications equipment and cabinets must have ample room for easy access and proper ventilation.

### **15.3 Appendix 3 – Standard Cabling Schemes**

- a. Teflon-coated cables will be installed per fire code regulations.
- b. Overhead cable trays and drop post must be installed for cable routing.
- c. Cabling scheme must be used to label and identify all cables. All cables must be neatly tie-wrapped.

## 15.4 Appendix 4 -- Unified Wiring Plan

To satisfy existing and future voice and data communications requirements, while minimizing the need for wiring changes and additions, the Port Authority has adopted the following lateral wiring specifications for all workstations being constructed. This plan is applicable to all Port Authority locations, except when specifically noted.

### LATERAL CABLE:

Voice and data telecommunications requirements for each workstation will be provided by a combination of three individual cables, installed between the workstation and the serving telephone closet / intermediate distribution frame (IDF), in a "home run" configuration. All cabling installed will be of plenum type, fire retardant (FEP) rated.

Cable specifications:

Three (3) Cables capable of supporting Category 5e/6 capabilities as outlined in the TIA/EIA-568-B.2 standard. Specifically:

- a. Gauge: 24 AWG Pair
- b. Size: 4
- c. Insulation: Plenum, fire code rating (FEP)

Cable allocations will be as following:

Cable #1: Voice<sup>7</sup>

Cable #2: Data<sup>8</sup>

Cable #3: Data<sup>9</sup>

Technical specs for the Cat 5e/6 cable is as follows.

Frequency	Attenuation dB/100 m max.	Next dB	Attenuation dB/100 m max.	Next dB
1	2	62.3	2.4	62.3
4	4.1	53.2	4.9	53.2
10	6.5	47.3	7.8	47.3
16	8.2	44.2	9.8	44.2
20	9.3	42.7	11.1	42.7
31.25	11.7	39.8	14.1	39.8

<sup>7</sup> Cable #1 is to be split in the workstation to support 2 telephones.

<sup>8</sup> 100.0MHz is the speed the PA wants to deliver to the desktop

<sup>9</sup> 100.0MHz is the speed the PA wants to deliver to the desktop



62.5	17	34.3	20.4	34.3
100	22	32.3	26.4	32.3

	CMR	CMP	CM (Patch)*
Conductor diameter-in. (mm)	.020 (0.52)	020 (0.52)	024 (0.61)
Cable diameter-in. (mm)	.195 (5.0)	165 (4.2)	215 (5.5)
Nominal cable weight-lb./kft. (kg/km)	21 (31)	21 (31)	23 (34.2)
Max. installation tension-lb. (N)	25 (110)	25 (110)	25 (110)
Min. bend radius-in. (mm)	1.0 (25.4)	1.0 (25.4)	1.0 (25.4)
* Patch cables utilize stranded tinned copper conductors			

Mutual Capacitance	4.6 nF/100 m nom.	5.6 nF/100 m nom.
DC resistance	9.38 Ohms/100 m Max.	9.09 Ohms/100 m max.
Skew	45 ns/100 m max.	45 ns/100 m max.
	72% nom. Non Plenum	72% nom.
Propagation	72% nom. Plenum	
Input Impedance	100 + 15% 0.7772-100 MHz	100 + 15% 0.772-100MHz
	ISO/IEC 11801	

Pair 1	White/Blue	Blue	Installation	0 degrees C to +50 degrees C
Pair 2	White/Orange	Orange	Operation	-10 degrees C to +60 degrees C
Pair 3	White/Green	Green		
Pair 4	White/Brown	Brown		

## **15.5 Appendix 5 -- Telephone Closet / IDF Termination Blocks**

Lateral Data cabling serving each workstation will be terminated on a CAT5e/6 patch panel (RJ45 face, 110 punch rear) in the telephone closet. For analog phone service, termination is to be on 110 blocks in telephone closet, allowing access to the telephone riser. For data, a patch cord is installed between patch panel and IT device. The patch panel can be mounted on the wall with a wall mount kit or in a rack if one is needed and should be appropriately numbered with the workstation number. The patch panel must be capable of supporting Category 5e/6 the TIA/EIA-568-B.2 standard. The patch panel shall have a swing away faceplate or rack mountable.

NOTE: The Category 5e/6 patch panel should be equivalent to the AMP SL series 110Connect Category 5e/6 patch panel or approved Category 6 patch panel. The number of ports may vary.

Each workstation shall be assigned a unique station identification number.

## **15.6 Appendix 6 -- Workstation Jacks**

Workstations will be equipped with various components of the AMP Communications Outlet system (AMP equivalent can be used with Technology Department's approval). Each workstation will be installed with (1) double-gang jack housing box and matching face plate, capable of securely mounting three Category 5e cables or Category 6 and four modular data connectors, maintaining the integrity of category 5e/ Category 6 capabilities as outlined in the TIA/EIA-568-B.2 standard. All workstation jacks will be wired in accordance with the TIA/EIA-568-B.2 standard. All modular jacks are to be labeled in accordance with the Technology Department number schema.

## **15.7 Appendix 7 -- Standard Switches Inside the Department**

Any switches in the following Cisco series are acceptable (Contractors will consult with the Technology Department to determine the appropriate switch configuration at the time of proposal submission):

- a. Cisco 3000 series – low capacity
- b. Cisco 4000 series – medium capacity
- c. Cisco 5000 series – medium capacity
- d. Cisco 6000 series – high capacity
- e. Cisco Nexus 7000 series – high capacity
- f. Cisco Nexus 9000 series – medium and/or high capacity

## **15.8 Appendix 8 -- Workstation and Lateral Cable Identification Management**

### **WORKSTATION AND LATERAL CABLE IDENTIFICATION/MANAGEMENT (Facility)**

All lateral cabling installed to workstations at the Port Authority Facilities must be designated in accordance with the Port Authority's workstation and lateral cable identification code: This code consists of two elements, as follows:

- a. Room number or department name (acronyms are acceptable).
- b. Workstations (3 numeric digits)

The cable identification code for Workstation 10 in room 3801 at LGA CTB is 3801-010. The cable identification code for Workstation 15 in the Port Authority Automotive shop is Auto-015

## 15.9 Appendix 9 – Fiber Optic Specification for Network Services – PAWANET

### General Scope of Work:

- a. Conduct a walk thru based on the specific Scope of Work for the job in question.
- b. Note that all diagrams and or sketches that may be provided are approximates and not to scale.
- c. All fiber optic cable is to be installed in rigid conduit or, where applicable, in plenum rated flexible inner duct.
- d. Contractor shall furnish and install fiber optic cable as designated in the specific Scope of Work.
- e. Fiber optic cable type for interoffice use shall be loose tube, with aramid yarn water block:
- f. Single mode Fiber – 8.3/125/250-micron diameter (core/cladding/coating) manufactured by General Cable or approved equal.
- g. Fiber optic cable attenuation from the factory, before installation, shall not exceed:
- h. Single mode – 4db per km @ 1310nm/.3 db per km @ 1550nm
- i. All fiber optic cable is to be labeled on each end and at any junction or patch panel with, 28 gauge, 2" wide embossed with ¼" high letters. The labels are to be fastened to the fiber optic cable using sealed wrap around labels or pliable Velcro ties.
- j. Fiber optic cable shall be installed in accordance with the manufacturer's specifications. Any portion of the cable damaged during installation will be repaired or replaced by the contractor without any additional cost to the Port Authority of New York New Jersey.

### Fiber Optic Terminations:

- a. Fiber optic terminations will use **SC** connectors unless otherwise specified in the Scope of Work.
- b. Fiber optic terminations shall not yield more than 1db per mated (at the bulkhead) connector.

### Fiber Optic Testing:

- a. Fiber optic testing shall be performed by the contractor and certified fiber optic technicians.

Fiber optic technicians will be prepared to complete test procedures with the following equipment:

- i. Source and power meter testing to provide optical loss measurements.
  - ii. Reference test cables and mating adapters that match the cables to be tested.
  - iii. Cleaning materials – lint free cleaning wipes and pure alcohol.
  - iv. OTDR test set with the proper launch cables and adapter types.
  - v. Power loss testing from both ends.
- b. Fiber optic technicians will perform OTDR test on all terminated fibers unless otherwise noted in the Scope of Work.
  - c. Fiber optic test results shall be recorded, and reports provided to the Port Authority in hardcopy and via a readable txt file (PDF or RTF is acceptable).

## **15.10 Appendix 10 -- Public Telephone Ordering Standards**

Technology Department staff is responsible for the management of the permit for public telephone service are available to answer any questions and provide direction for any matter relating to public telephones.

### **General Standards:**

All public telephone requests – that is both coin and non-coin in any Port Authority space or any area of the tenant space – both “public” and “club” locations will be coordinated by the Port Authority to cover both New York and New Jersey.

### **Process:**

When the Facility, Property Manager, tenant or their representative (e.g. designer, architect, general contractor) has a public telephone requirement, they will contact the Technology Department whom will review the request and provide coordination with the appropriate service provider.

**ATTACHMENT K – RESOURCE PLAN WORKSHEET**

Operation and Maintenance						
Category	Resource	Number of Resources	Estimated Number of Hours			
			Base Contract Period 3 years	One Year Extension Option	6 Month Extension Period	Total
<b>1. Dashboard</b>						
	Sr. Programmer					
	Jr. Programmer					
<b>Subtotal</b>						
<b>2. ICMS</b>						
	Sr. Programmer					
	Jr. Programmer					
<b>Subtotal</b>						
<b>3. Primavera P6</b>						
	Sr. Programmer					
	Jr. Programmer					
<b>Subtotal</b>						
<b>4. PMO Applications and Reports</b>						
	Sr. Programmer					
	Jr. Programmer					
<b>Subtotal</b>						
<b>5. PMO Share point Site</b>						
	Sr. Programmer					
	Jr. Programmer					
<b>Subtotal</b>						
<b>6. Initiatives and Improvements</b>						
	Sr. Programmer					
	Jr. Programmer					
<b>Subtotal</b>						
<b>Total</b>						