

Via Mail and Email (Julie.Huntley@iqor.com)

February 25, 2014

Ms. Julie Huntley
Iqor/Allied Interstate, Inc.
Vice President, Business Development
335 Madison Avenue, 27th Floor
New York, NY 10017

**RE GENERAL COLLECTION SERVICES ELECTRONIC TOLL COLLECTION
PROGRAM (E-Z PASS) – BID NO. 34978, CONTRACT NO. 4600009832,
PURCHASE ORDER NO. 4500064809**

Dear Ms. Huntley:

Your bid for the subject Contract including your pricing sheet revised October 21, 2013, has been accepted. The term of this Contract shall be for the period effective February 28, 2014 through February 27, 2015, subject to earlier termination or extension as provided for in the Contract. This Contract utilizes the New York City Department of Finance contract, Contract No. CT1 836 20121440698.

Also included as part of this Contract is the email exchange dated 12/4/13 and 12/5/13 between yourself and Margaret D'Emic in which you agree to accept the 120-day extension option.

Please submit to the Port Authority your insurance certificates as required for the Contract in Part III, Paragraph 6, entitled "Insurance Procured by the Contractor." Please send your certificates to: Mr. Stephen Knapp, Port Authority Bus Terminal, 2 Montgomery Street, 4th Floor, Jersey City, NJ 07302. Please reference Contract No. 4600009832 and CITS No. 4337N on your certificates.

For invoicing and correspondence purposes, please use Purchase Order No. 4500064809.

Your Contract Manager is Mr. Stephen Knapp, who can be reached at (201) 395-3955 or via email at sknapp@panynj.gov. If you have any questions concerning the award of this Contract, please contact Margaret D'Emic at (201) 395-3410 or demic@panynj.gov.

Sincerely,



Selene Ortega
Operations Manager
Commodities and Services Division
Procurement Department

*Procurement Department
2 Montgomery Street, 3rd Floor
Jersey City, NJ 07302
T: 201 395 3405*

Torres Rojas, Genara

From: john.burtchaell@allianceoneinc.com
Sent: Friday, July 25, 2014 4:33 PM
To: Duffy, Daniel; American, Heavyn-Leigh
Cc: Torres Rojas, Genara; Van Duyne, Sheree
Subject: Freedom of Information Online Request Form

Information:

First Name: John
Last Name: Burtchaell
Company: AllianceOne Receivables
Mailing Address 1: 6160 Mission Gorge Rd, suite 300
Mailing Address 2:
City: San Diego
State: CA
Zip Code: 92120
Email Address: john.burtchaell@allianceoneinc.com
Phone: 858-712-6597
Required copies of the records: Yes

List of specific record(s):

I am requesting the current contract for General Collection Services for the Electronic Toll Collection Program E-ZPass™ to be emailed to John.Burtchaell@allianceoneinc.com. The current incumbent is iQorAllied Interstate, Inc. The start date was 2282014 with an expiration date of 2272015. According to your contract awards page, the reference is 4600009832. I can be reached at 858-712-6597 for any questions. Thank You.

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

September 5, 2014

Mr. John Burtchaell
AllianceOne Receivables
6160 Mission Gorge Rd, Suite 300
San Diego, CA 92120

Re: Freedom of Information Reference No. 15109

Dear Mr. Burtchaell:

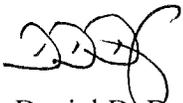
This is in response to your July 25, 2014 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code"), for a copy of the current contract for General Collection Services for the Electronic Toll Collection Program E-Zpass. The current incumbent is iQorAllied Interstate, Inc. The start date was 2/28/2014 with an expiration date of 2/27/2015. According to the contract awards page, the reference is 4600009832.

Material responsive to your request and available under the Code can be found on the Port Authority's website at <http://www.panynj.gov/corporate-information/foi/15109-C.pdf>. Paper copies of the available records are available upon request.

Certain material responsive to your request is exempt from disclosure pursuant to exemptions (1) and (4) of the Code.

Please refer to the above FOI reference number in any future correspondence relating to your request.

Very truly yours,



Daniel D. Duffy
FOI Administrator



Request for Proposal

General Collection Services
Electronic Toll Collection Program (E-Toll) Phase 1
Bid No. 54778
Allied Interstate LLC

Presented by:

Julie Huntley
VP - Business Development
335 Madison Ave., 27th Floor
New York, NY 10017
218-929-1115
julie.huntley@iqor.com



Table of Contents

Title: General Collection Services for the Electronic Toll Collection Program (E-Z Pass)
Bid No: 34978

Cover Sheet	Page 3
Signature Sheet	Page 4
Names and Residence of Principals Sheet	Page 5
Pricing Sheet	Page 6
Wage Worksheet	Page 7
Part V Specifications	Page 8
Addendum #1	Page 9

Attachment 1 – Silver Health Care Plan



**THE PORT AUTHORITY OF NY & NJ
 PROCUREMENT DEPARTMENT
 2 MONTGOMERY STREET, 3RD FLOOR
 JERSEY CITY, NJ 07302**

**INVITATION FOR BID/PUBLIC BID OPENING
BID INFORMATION
ISSUED DATE: 10/1/13**

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

BID NO.: 34978

SUBMIT SEALED BIDS BEFORE THE DUE DATE AND TIME TO THE ABOVE ADDRESS
 WHERE THEY WILL BE PUBLICLY OPENED AND READ

BID DUE DATE: 10/16/2013	TIME: 11:00 A.M.
BUYER NAME: Margaret D'Emic	PHONE NO.: (201) 395-3410
	FAX#: (201) 395-3470
	EMAIL: <u>mdemic@panynj.gov</u>

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

Allied Interstate LLC
 (NAME OF BIDDING ENTITY)

335 Madison Ave, 27th Floor
 (ADDRESS)

New York, NY 10017
 (CITY, STATE AND ZIP CODE)

<u>Julie Huntley, VP Business Development</u>	<u>218-929-1115</u>
(REPRESENTATIVE TO CONTACT-NAME & TITLE)	(TELEPHONE)

<u>Exemption (1/4)</u>	<u>646-375-6105</u>
(FEDERAL TAX I.D. NO.)	(FAX NO.)

BUSINESS CORPORATION **PARTNERSHIP** **INDIVIDUAL**
 OTHER (SPECIFY): _____



THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT
2 MONTGOMERY STREET, 3RD FL.
JERSEY CITY, NJ 07302

10/15/2013

ADDENDUM #1

Bid No. 34978 - General Collection Services For The Electronic Toll Collection Program (E-Z Pass)

x Due back on 10/18/2013, no later than 11:00 A.M.

Originally due back on 10/16/2013, no later than 11:00 A.M.

I. CHANGES TO BID DOCUMENTS

The following changes are hereby made to the bid documents:

- The bid due date has been extended to 10/18/2013, no later than 11:00 A.M.
- In Part V, "Specifications," Paragraph No. 6, "Succession Plan," following the last sentence, add the sentence: "This succession plan shall be made available to the Manager within thirty (30) days of contract commencement."

This communication should be initialed by you and annexed to your Bid upon submission.

In case any Bidder fails to conform to these instructions, its Bid will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ
KATHY LESLIE WHELAN
ASSISTANT DIRECTOR
COMMODITIES AND SERVICES DIVISION

BIDDER'S FIRM NAME: _____ Allied Interstate LLC _____

INITIALED: JL _____

DATE: 10-16-13 _____

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO MARGARET D'EMIC, WHO CAN BE REACHED AT (201) 395-3410 or at mdemic@panynj.gov.

D'Emic, Margaret

From: Huntley, Julie [Julie.Huntley@iqor.com]
Sent: Monday, October 21, 2013 1:59 PM
To: D'Emic, Margaret
Subject: Revised
Attachments: ALLIED INTERSTATE - PORT- 2013-10-15 - Pricing.doc

Hello Margaret,

Thank you,
Julie

PRICING SHEET

Description	Estimated 1 - Year Collections	Cost Per Unit	Total Estimated Contract Price- One (1) Year
Violations, Revoked Accounts, Low Volume Transactions, Airport Parking	\$8.8M	13.90%	\$1,223,200.00
	1 Year Salary	Cost Per Unit	Total Price Salary One (1) Year
On-Site Employee	2,080 hrs x Hourly Rate	\$22.96	47,756.80

The Estimated collection numbers are not guaranteed by the Port Authority.

The percentage cost per unit provided above shall remain firm for the duration of the one (1) year Contract.



Request for Proposal

General Collection Services
Electronic Toll Collection Program (E-Z Pass)
Bid No: 34976
Allied Interstate LLC

Presented by:
Julie Huntley
VP - Business Development
335 Madison Ave., 27th Floor
New York, NY 10017
218-929-1115
julie.huntley@iqor.com



SIGNATURE SHEET

OFFER: The undersigned offers and agrees to furnish to the Port Authority of New York and New Jersey the services and/or materials in compliance with all terms, conditions, specifications and addenda of the Contract. Signature also certifies understanding and compliance with the certification requirements of the standard terms and conditions as contained in the Standard Contract Terms and Conditions. This offer shall be irrevocable for one hundred twenty (120) days after the date on which the Port Authority opens this bid.

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

Bidding Entity Allied Interstate LLC
Bidder's Address 335 Madison Ave. 27th Floor
City, State, Zip New York, NY 10017
Telephone No. 218-929-1115 FAX 646-375-6105
Email julie.huntley@iqor.com EIN# Exemption (1/4)

SIGNATURE Julie Huntley Date
Print Name and Title JULIE HUNTLEY - VP BUSINESS DEVELOPMENT

ACKNOWLEDGEMENT:
STATE OF: New York
COUNTY OF: Bronx

RIQUELMI FLETE
Notary Public, State of New York
Registration #01FL6213860
Qualified In Bronx County
Commission Expires Nov. 23, 2013

On this 16 day of October, 2013 personally came before me, Julie Huntley, who duly sworn by me, did depose that (s)he has knowledge of the matters herein stated and they are in all respects true and that (s)he has been authorized to execute the foregoing offer and statement of irrevocability on behalf of said corporation, partnership or firm.

R. Flete
Notary Public

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

Bidder attention is called to the certification requirements contained in the Standard Contract Terms and Conditions, Part I. Indicate below if a signed, explanatory statement in connection with this section is attached hereto.

If certified by the Port Authority as an SBE or MWBE: (indicate which one and date).



NAMES AND RESIDENCE OF PRINCIPALS SHEET

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

NAME	TITLE	ADDRESS OF RESIDENCE (Do not give business address)
Daniel Montenaro Individual	SVP, Chief Compliance Officer Allied Interstate LLC	Exemption (1)
John Chesser Individual	VP, Comptroller Allied Interstate LLC	



PRICING SHEET

Description	Estimated 1 - Year Collections	Cost Per Unit	Total Estimated Contract Price- One (1) Year
Violations, Revoked Accounts, Low Volume Transactions, Airport Parking	\$8.8M	15%	\$1,320,000.00
	1 Year Salary	Cost Per Unit	Total Price Salary One (1) Year
On-Site Employee	2,080 hrs x Hourly Rate	\$22.96	47,756.80

The Estimated collection numbers are not guaranteed by the Port Authority.

The percentage cost per unit provided above shall remain firm for the duration of the one (1) year Contract.



BIDDER NAME: Allied Interstate, LLC BID NUMBER 34978

General Collection Services for the Electronic Toll Collection Program (E-Z PASS)

Sr. Collections Representative
MINIMUM WAGE: \$22.96/hour

ITEM# 1

AVERAGE HOURLY DIRECT WAGES \$ 22.96
NUMBER OF EMPLOYEES 1

ITEM #2 AVERAGE HEALTH BENEFITS HEALTH \$2.60

ITEM #3 AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) NUMBER OF DAYS

HOLIDAY ALLOWANCE	\$ 0.53	<u>6</u>
VACATION ALLOWANCE	\$ 0.88	<u>10</u>
SICK TIME ALLOWANCE	\$ 0.36	<u>4</u>
PENSION	\$ _____	
WELFARE	\$ _____	
OTHER SUPPLEMENTAL BENEFITS	\$ _____	
SPECIFY _____		

SUB TOTAL (ITEMS # 1, 2 & 3) \$ 27.33 sub total 1, 2 & 3

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A	\$ 1.76
N.Y.S.U./N.J.S.U.I	\$ 1.02
F.U.I	\$ 1.98
WORKERS' COMPENSATION	\$ 0.31
GENERAL LIABILITY INSURANCE	\$ 0.25
DISABILITY INSURANCE	\$ 0.12
OTHER TAXES AND INSURANCE	\$ _____
SPECIFY _____	

ITEM #5

AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

VECHICAL/MTCE/FUEL	\$ _____
UNIFORMS	\$ _____
EQUIPMENT	\$ _____
MATERIALS	\$ _____
SUPPLIES	\$ _____
RELEIF	\$ _____
ROLL CALL	\$ _____
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$ _____
SPECIFY _____	

AVERAGE GENERAL ADMINSTRATIVE COSTS, OVERHEAD AND PROFIT \$ _____

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 32.77

**THE PORT AUTHORITY OF NY & NJ
PROCUREMENT DEPARTMENT
2 MONTGOMERY STREET, 3RD FLOOR
JERSEY CITY, NJ 07302**

INVITATION FOR BID/PUBLIC BID OPENING

BID INFORMATION

ISSUED DATE: 10/1/13

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

BID NO.: 34978

**SUBMIT SEALED BIDS BEFORE THE DUE DATE AND TIME TO THE ABOVE ADDRESS
WHERE THEY WILL BE PUBLICLY OPENED AND READ**

BID DUE DATE: 10/16/2013

TIME: 11:00 A.M.

BUYER NAME: Margaret D'Emic

PHONE NO.: (201) 395-3410

FAX#: (201) 395-3470

EMAIL: mdemic@panynj.gov

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

(NAME OF BIDDING ENTITY)

(ADDRESS)

(CITY, STATE AND ZIP CODE)

(REPRESENTATIVE TO CONTACT-NAME & TITLE (TELEPHONE)

(FEDERAL TAX I.D. NO.) (FAX NO.)

BUSINESS CORPORATION PARTNERSHIP INDIVIDUAL

OTHER (SPECIFY): _____

INVITATION FOR BID

- COVER PAGE: BID AND BIDDER INFORMATION
- PART I – STANDARD INFORMATION FOR BIDDERS
- PART II – CONTRACT SPECIFIC INFORMATION FOR BIDDERS
- PART III – CONTRACT SPECIFIC TERMS AND CONDITIONS
- PART IV – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS AND PRICING SHEET(S)
- PART V – SPECIFICATIONS
- STANDARD CONTRACT TERMS AND CONDITIONS

PART I - STANDARD INFORMATION FOR BIDDERS, TABLE OF CONTENTS

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

PART I - STANDARD INFORMATION FOR BIDDERS

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

The Port Authority of New York and New Jersey (the "Port Authority" or the "Authority") is an agency of the States of New York and New Jersey, created and existing by virtue of the Compact of April 30, 1921, made by and between the two States, and thereafter consented to by the Congress of the United States. It is charged with providing transportation, terminal and other facilities of trade and commerce within the Port District. The Port District comprises an area of about 1,500 square miles in both States, centering about New York Harbor. The Port District includes the Cities of New York and Yonkers in New York State, and the cities of Newark, Jersey City, Bayonne, Hoboken and Elizabeth in the State of New Jersey, and over 200 other municipalities, including all or part of seventeen counties, in the two States. The Port Authority manages and/or operates all of the region's major commercial airports (Newark Liberty International, John F. Kennedy International, Teterboro, LaGuardia and Stewart International Airports), marine terminals in both New Jersey and New York (Port Newark and Elizabeth, Howland Hook and Brooklyn Piers); and its interstate tunnels and bridges (the Lincoln and Holland Tunnels; the George Washington, Bayonne, and Goethals Bridges; and the Outerbridge Crossing), which are vital "Gateways to the Nation."

In addition, the Port Authority operates the Port Authority Bus Terminal in Manhattan, the largest facility of its kind in the world, and the George Washington Bridge and Journal Square Transportation Center bus stations. A key link in interstate commuter travel, the Port Authority also operates the Port Authority Trans-Hudson Corporation (PATH), a rapid rail transit system linking Newark, and the Jersey City and Hoboken waterfronts, with midtown and downtown Manhattan. A number of other key properties are managed by the agency including but not limited to a large satellite communications facility (the Teleport) in Staten Island, and a resource recovery co-generation plant in Newark. Prior to September 11, 2001, the Port Authority's headquarters were located in the World Trade Center, and that complex is still owned and being partially redeveloped by the Authority.

2. Form and Submission of Bid

The Bidder shall review carefully every provision of this document, provide all the information required, and sign and return one entire copy to the Port Authority in accordance with the instructions on the Cover Sheet and Part II – Contract Specific Information for Bidders. The Bidder should retain one complete duplicate copy for its own use. The "Signature Sheet" contained herein must be completed and signed by the Bidder. The Pricing Sheet(s) contained herein must also be completed. The bid shall be sealed in the enclosed self-addressed envelope conspicuously marked with the Bidder's name, address, and Vendor Number, if available. In addition, the outside of the package must clearly state the Bid title, the Bid Collective Number and the Bid Due Date. Failure to properly label submissions may cause a delay in identification, misdirection or disqualification of the submissions. In submitting this bid, the Bidder offers to assume the obligations and liabilities imposed upon it herein and expressly makes the representations and warranties required in this document.

All Bids must be received by the bid custodian on or before the due date and time specified on the cover page, at which time they will be publicly opened and read. Bids are only accepted Monday through Friday, excluding Port Authority holidays, between the hours of 8:00 a.m. and 5:00 p.m., via (1) regular mail, (2) express delivery service (e.g. UPS), or (3) hand delivery. If your bid is to be hand-delivered by messenger or you are planning to attend the formal bid opening, please note that only individuals with valid photo identification will be permitted access to the Port Authority's offices. Individuals without valid identification shall be turned away and their packages not accepted. Bids that are not received by the bid custodian by the scheduled bid opening date will be considered late.

3. Vendor Profile

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

4. Acknowledgment of Addenda

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

If the Bidder downloaded this solicitation document, it is the responsibility of the Bidder to periodically check the Port Authority website at <http://www.panynj.gov/business-opportunities/bid-proposal-advertisements.html> and download any addenda that might have been issued in connection with this solicitation.

5. Firm Offer

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

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

6. Acceptance or Rejection of Bids

The acceptance of a bid will be by a written notice signed by an authorized representative on behalf of the Authority. No other act of the Port Authority, its Commissioners, officers, agents or employees shall constitute acceptance of a bid. The Port Authority reserves the unqualified right, in its sole and absolute discretion, to reject any or all bids or to accept any bid, which in its judgment will best serve the

public interest and to waive defects in any bid. No rights accrue to any Bidder unless and until its bid is accepted.

7. Bidder's Questions

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

8. Additional Information To and From Bidders

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

If the Bidder is a corporation, a statement of the names and residences of its officers should be submitted on the Name and Residence of Principals Sheet, directly following the Signature Sheet.

9. Union Jurisdiction

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

10. Assessment of Bid Requirements

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

11. Bidder's Prerequisites

Only Bidders who can comply with the prerequisites specified in Part II hereof at the time of the submission of its bid should submit bids, as only bids submitted by such Bidders will be considered. By furnishing this document to the Bidder, the Port Authority has not made a determination that the Bidder has met the prerequisites or has otherwise been deemed qualified to perform the services. A determination that a

Bidder has met the prerequisites is no assurance that it will be deemed qualified in connection with other bid requirements included herein.

12. Qualification Information

The Port Authority may give oral or written notice to the Bidder to furnish the Port Authority with information and to meet with designated representatives of the Port Authority relating to the Bidder's qualifications and ability to fulfill the Contractor's obligations hereunder. The requested information shall be submitted no later than three (3) days after said notice unless otherwise indicated. Matters upon which the Port Authority may inquire may include, but may not be limited to, the following:

- a. The Bidder may be required to demonstrate that it is financially capable of performing this Contract, and the determination of the Bidder's financial qualifications will be made by the Port Authority in its sole discretion. The Bidder shall submit such financial and other relevant information as may be required by the Port Authority from time to time including, but not limited to, the following:
 1. (i) Certified financial statements, including applicable notes, reflecting the Bidder's assets, liabilities, net worth, revenues, expenses, profit or loss and cash flow for the most recent calendar year or the Bidder's most recent fiscal year.
 - (ii) Where the certified financial statements set forth in (i) above are not available, then either reviewed or compiled statements from an independent accountant setting forth the aforementioned information shall be provided.
 - (iii) Where neither certified financial statements nor financial statements from an independent accountant are available, as set forth in (i) and (ii) above, then financial statements containing such information prepared directly by the Bidder may be submitted; such financial statements, however, must be accompanied by a signed copy of the Bidder's most recent Federal income tax return and a statement in writing from the Bidder, signed by an executive officer or their authorized designee, that such statements accurately reflect the present financial condition of the Bidder.

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

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

3. The name and address of the Bidder's banking institution, chief banking representative handling the Bidder's account, the Bidder's Federal Employer Identification Number (i.e., the number assigned to firms by the Federal Government for tax purposes), the Bidder's Dun and Bradstreet number, if any, the name of any other credit service to which the Bidder has furnished information, and the number, if any, assigned by such service to the Bidder's account.
- b. Information relating to the Bidder's Prerequisites, if any, as set forth in this document.
- c. If the Bidder is a corporation: (1) a copy of its Certificate of Incorporation and, if applicable, all Amendments thereto with a written declaration signed by the Secretary of the Corporation with the corporate seal affixed thereto, stating that the copy furnished is a true copy of the Certificate of Incorporation and any such Amendments as of the date of the opening of the bid and (2) if the Bidder is not incorporated under the laws of the state in which the service is to be performed, a certificate from the Secretary of State of said state evidencing the Bidder's legal qualification to do business in that state.
- d. A statement setting forth the names of those personnel to be in overall charge of the service and those who would be exclusively assigned to supervise the service and their specific roles therein, setting forth as to each the number of years of experience and in which functions and capacities each would serve.
- e. Information to supplement any statement submitted in accordance with the Standard Contract Terms and Conditions entitled "Contractor's Integrity Provisions."
- f. In the event that the Bidder's performance on a current or past Port Authority or Port Authority Trans-Hudson Corporation (PATH) contract or contracts has been rated less than satisfactory, the Manager, Purchasing Services Division, may give oral or written notice to the Bidder to furnish information demonstrating to the satisfaction of such Manager that, notwithstanding such rating, such performance was in fact satisfactory or that the circumstances which gave rise to such unsatisfactory rating have changed or will not apply to performance of this Contract, and that such performance will be satisfactory.
- g. The Bidder recognizes that it may be required to demonstrate to the satisfaction of the Port Authority that it in fact can perform the services as called for in this Contract and that it may be required to substantiate the warranties and representations set forth herein and the statements and assurances it may be required to give.

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

13. Facility Inspection

Details regarding the Facility inspection for all parties interested in submitting a bid are stipulated in Part II hereof. All Bidders must present company identification and photo identification for access to the Facility.

14. Available Documents - General

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

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

15. Pre-award Meeting

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

16. Price Preference

A price preference may be available for Minority/Women Business Enterprises (M/WBEs) or Small Business Enterprises (SBEs) as set forth in the Standard Contract Terms and Conditions.

17. M/WBE Subcontracting Provisions

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

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

operations are controlled by one or more such individuals who are citizens or permanent resident aliens.

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

- (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.

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

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

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

Bidders are directed to use form PA3749B as the recording mechanism for the M/WBE participation Plan, which may be downloaded at <http://www.panynj.gov/business-opportunities/become-vendor.html>

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

- Identification of M/WBE's: Provide the names and addresses of all M/WBEs included in the Plan. If none are identified, describe the process for selecting participant firms in order to achieve the good faith goals under this Contract.
- Level of Participation: Indicate the percentage of M/WBE participation expected to be achieved with the arrangement described in the Plan.
- Scope of Work: Describe the specific scope of work the M/WBE's will perform.
- Previous M/WBE Participation: Describe any previous or current M/WBE participation, which the Bidder has utilized in the performance of its contracts.

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

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

If the Contractor wishes to subcontract a portion of the Work through a firm not listed in the Directory, but which the Contractor believes should be eligible because it is (1) an M/WBE, as defined above and (2) competent to perform portions of the Work, the Contractor shall submit an M/WBE Uniform Certification Application to the Port Authority of New York and New Jersey, Office of Business Diversity and Civil Rights (OBDCR), 233 Park Avenue South, 4th Floor, New York, NY 10003. The application is available online at www.panynj.gov/supplierdiversity. In addition, to update your certification file and to advise OBDCR of changes to any information, please email these changes to certhelp@panynj.gov. Credit toward applicable goals will be granted only to Port Authority certified vendors. For more information about M/WBE Programs, call (212) 435-7819.

18. Certification of Recycled Materials

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

Recycling Definitions:

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

- a. "Recovered Material" shall be defined as any waste material or by-product that has been recovered or diverted from solid waste, excluding those materials and by-products generated from, and commonly reused within, an original manufacturing process.
- b. "Post-consumer Material" shall be defined as any material or finished product that has served its intended use and has been discarded for disposal or recovery having completed its life as a consumer item. "Post-consumer material" is included in the broader category of "Recovered Material".
- c. "Pre-consumer Material" shall be defined as any material or by-product generated after the manufacture of a product but before the product reaches the consumer, such as damaged or obsolete products. Pre-consumer Material does not include mill and manufacturing trim, scrap, or broken material that is generated at a manufacturing site and commonly reused on-site in the same or another manufacturing process.
- d. "Recycled Product" shall be defined as a product that contains the highest amount of post-consumer material practicable, or when post-consumer material is impracticable for a specific type of product, contains substantial amounts of Pre-consumer Material.
- e. "Recyclable Product" shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.
- f. "Waste Reducing Product" shall be defined as any product that will result in less waste generated due to its use rather than another product designed to serve the same function with an greater waste generation rate. This shall include, but not be limited to, those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

19. City Payroll Tax

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

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

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

20. Additional Bidder Information

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

ATTACHMENT I A - Certified Environmentally Preferable Products/Practices

Bidder Name: _____ Date: _____

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

1. Packaging

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

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

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

2. Business Practices / Operations / Manufacturing

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

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

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

3. Training and Education

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

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

4. Certifications

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

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

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

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

_____ Name _____ Date

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

1. Service(s) Required..... 2
2. Location(s) Services Required..... 2
3. Expected Date of Commencement of Contract 2
4. Contract Type..... 2
5. Duration of Contract 2

PART II - CONTRACT SPECIFIC INFORMATION FOR BIDDERS

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

1. Service(s) Required

General collection services for the Electronic Toll Collection Program (E-Z Pass)

2. Location(s) Services Required

Contractor's Offices and 2 Montgomery Street, Jersey City, NJ 07302

3. Expected Date of Commencement of Contract

On or about February 1, 2014

4. Contract Type

Requirements Contract

5. Duration of Contract

One (1) year, commencing on or about February 1, 2014 with an expiration date on or about January 31, 2015.

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

1.	General Agreement	2
2.	Duration	2
3.	Payment.....	3
4.	Liquidated Damages	4
5.	Actual Damages	4
6.	Manager’s Authority	5
7.	Insurance Procured by the Contractor.....	5
8.	Increase and Decrease in Areas or Frequencies.....	7
9.	Extra Work.....	7

PART III – CONTRACT SPECIFIC TERMS AND CONDITIONS

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 Part II, and fully set forth in the Specifications, at the location(s) listed in Part II and fully set forth in the Specifications, and do all other things necessary or proper therefor or incidental thereto, all in strict accordance with the provisions of the Contract Documents and any future changes therein; and the Contractor further agrees to assume and perform all other duties and obligations imposed upon it by this Contract.

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

2. Duration

- a) The initial term of this Contract (hereinafter called the “Base Term”) shall commence on or about the date specified in Part II hereof, on the specific date set forth in the Port Authority’s written notice of bid acceptance (hereinafter called the “Commencement Date”), and unless otherwise terminated, revoked or extended in accordance with the provisions hereof, shall expire as specified in Part II hereof (hereinafter called the “Expiration Date”).
- b) If specified as applicable to this Contract and set forth in Part II hereof, the Port Authority shall have the right to extend this Contract for additional period(s) (hereinafter referred to as the “Option Period(s)”) following the Expiration Date, upon the same terms and conditions subject only to adjustments of charges, if applicable to this Contract, as may be hereinafter provided in the paragraph entitled “Price Adjustments”. If the Port Authority shall elect to exercise the Option(s) to extend this Contract, then, no later than thirty (30) days prior to the Expiration Date, the Port Authority shall send a notice that it is extending the Base Term of this Contract, and this Contract shall thereupon be extended for the applicable Option Period. If the Contract provides for more than one Option Period, the same procedure shall apply with regard to extending the term of this Contract for succeeding Option Periods.
- c) Unless specified as not applicable to this Contract in Part II hereof, the Port Authority shall have the absolute right to extend the Base Term for an additional period of up to one hundred and twenty (120) days subsequent to the Expiration Date of the Base Term, or the Expiration Date of the final exercised Option Period (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 this Contract, the Port Authority will advise the Contractor, in writing, that the term is so extended, and 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 inserted by the Contractor in the Pricing Sheet(s), forming a part of this Contract, exclusive of compensation under the clause entitled "Extra Work" in Part III, §9 hereof. The manner of submission of all bills for payment to the Contractor by the Port Authority for Services rendered under this Contract shall be subject to the approval of the Manager in all respects, including, but not limited to, format, breakdown of items presented and verifying records. All computations made by the Contractor and all billing and billing procedures shall be done in conformance with the following procedures:

- a. Payment shall be made in accordance with the prices for the applicable Service (during the applicable Contract year) as they appear on the Pricing Sheet(s), as the same may be adjusted from time to time as specified herein, minus any deductions for Services not performed and/or any liquidated damages to which the invoice may be subject and/or any adjustments as may be required pursuant to increases and decreases in areas or frequencies, if applicable. All Work must be completed within the time frames specified or as designated by the Manager.
- b. The Contractor shall submit to the Manager by the fifteenth (15th) 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 as stipulated in Part V. 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 release the Contractor from any obligation under or upon this Contract, or to estop the Port Authority from showing at any time that such certificate, payment, acceptance, act or omission was incorrect or to preclude the Port Authority from recovering any monies paid in excess of those lawfully due and any damage sustained by the Port Authority.
- 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, shall mean the final payment made for Services rendered in the last month of the Base Term or any extended term. However should this Contract be terminated for any reason prior to the last month of the Base Term or any extended term, then Final Payment shall be the payment made for services rendered in the month during which such termination becomes effective. The Contractor's acceptance of Final Payment shall act as a full and complete release to the Port Authority of all claims of and of all

liability to the Contractor for all Services provided 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. Liquidated Damages

- a) The Contractor's obligations for the performance and completion of the Work within the time or times provided for in this Contract are of the essence of this Contract. In the event that the Contractor fails to satisfactorily perform all or any part of the Work required hereunder in accordance with the requirements set forth in the Specifications (as the same may be modified in accordance with provisions set forth elsewhere herein) then, inasmuch as the damage and loss to the Port Authority for such failure to perform includes items of loss whose amount will be incapable or very difficult of accurate estimation, the damages for such failure to perform shall be liquidated as follows.
 - i. In the event the Contractor fails to provide weekly, monthly and other reports, the Contractor's monthly reimbursement shall be reduced by \$125 per day, per occurrence, per report.
 - ii. In the event the Contractor fails to successfully process and acknowledge any file within the required time frame of two (2) hours, the Port Authority shall have the right to assess \$100 for each incident that exceeds two (2) hours, but is less than four (4) hours and \$500 for each incident that is equal to or exceeds four (4) hours.
 - iii. In the event the Contractor fails to send the required updated files to the New York Customer Service Center (NYCSC) in the required timeframe, the Contractor's monthly reimbursement shall be reduced by \$500 per day until the required files are received.
 - iv. In the event the Contractor fails to respond to customer complaints in the required timeframe of seventy-two (72) hours, the Port Authority shall be the right to assess \$125 for each incident that exceeds 72 hours, plus \$50 for every additional 24 hours.

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

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

5. Actual Damages

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

The Contractor shall reimburse the Port Authority for any revenue losses arising as a direct result of Contractor's failure to perform its obligations under the Contract. The Port Authority may choose, in its sole discretion, to recover such lost revenue from the Contractor by deducting such amounts from payments otherwise due and owing from the

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

6. Manager's Authority

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

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

7. Insurance Procured by the Contractor

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

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

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

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

be primary insurance as respects to the above additional insureds. Any insurance or self-insurance maintained by the above additional insureds shall not contribute to any loss or claim

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

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

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

Each policy above shall contain a provision that the policy may not be canceled, terminated, or modified without thirty (30) days' prior written notice to the Port Authority of New York and New Jersey.

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

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

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

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

The requirements for insurance procured by the Contractor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Contractor under this contract. The insurance requirements are not a representation by the Port Authority as to the adequacy of the insurance to protect the Contractor against the obligations imposed on them by law or by this or any other Contract. [CITS#4337N]

8. Increase and Decrease in Areas or Frequencies

The Manager shall have the right, at any time and from time to time in his/her sole discretion, to increase or decrease the frequencies of all or any part of the Services required hereunder and/or to add areas not described herein in the Specifications or remove areas or parts of areas which are hereunder so described. In the event the Manager decides to change any frequencies or areas such change shall be by not less than five (5) days, written notice with said changes to be effective upon the date specified in said notice.

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

Where no specific Unit Price has been quoted for the type of services to be increased or decreased, the Manager shall have the right to negotiate the compensation to reflect such change, whether an increase or decrease in areas or frequencies, which, in the opinion of the Manager, 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 or frequencies will be implemented which results in a total increase or decrease in compensation that is greater than 50% of the Total Estimated Contract Price for the Base Term or, if changes are to be implemented during an Option Period, 50% for that Option Period.

Any increases in frequencies or areas shall not constitute Extra Work and, as such, shall not be limited by the Extra Work provisions in Part III, §9 hereof.

9. Extra Work

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

An increase in area or frequency does not constitute Extra Work, but shall be compensable based on the prices in the Pricing Sheet(s) and the paragraph herein titled "Increase or Decrease in Areas or Frequencies".

The Contractor is required to perform Extra Work pursuant to a written order of the Manager expressly recognizing such work as Extra Work. If Lump Sum or Unit Price compensation cannot be agreed upon by the parties in writing prior to the start of Work, the Contractor shall

perform such Extra Work and the Contractor's compensation shall be increased by the sum of the following amounts and such amounts only: (1) the actual net cost, in money, of the labor, and material, required for such Extra Work; (2) ten percent (10%) of the amount under (1) above; (3) such rental as the Manager deems reasonable for plant and equipment (other than small tools) required for such Extra Work; (4) if the Extra Work is performed by a subcontractor, an additional five percent (5%) of the sum of the amounts under (1) through (3) above.

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

"Labor" means laborers, mechanics, and other employees below the rank of supervisor, directly employed at the Site of the Work subject to the Manager or 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" shall be the Contractor's actual cost after deducting all permitted cash and trade discounts, rebates, allowances, credits, sales taxes, commissions, and refunds (whether or not any or all of the same shall have been taken by the Contractor) of all parts and materials purchased by the Contractor solely for the use in performing its obligation hereunder provided, where such purchase has received the prior written approval of the Manager as required herein. The Contractor shall promptly furnish to the Manager such bills of sale and other instruments as the Manger may require, executed, acknowledged and delivered, assuring to the Manager title to such materials, supplies, equipment, parts, and tools free of encumbrances.

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

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

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

The provisions of this Contract relating generally to Work and its performance shall apply without exception to any Extra Work required and to the performance thereof. Moreover, the provisions of the Specifications relating generally to the Work and its performance shall also

apply to any Extra Work required and to the performance thereof, except to the extent that a written order in connection with any particular item of Extra Work may expressly provide otherwise.

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

The Contractor shall supply the amount of materials, supplies, equipment and personnel required by the Manager within two (2) 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 (24) hours following the receipt by the Contractor of the Manager's written or oral notification. Where oral notification is provided hereunder, the Manager shall thereafter confirm the same in writing.

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

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

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

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

1. SIGNATURE SHEET

OFFER: The undersigned offers and agrees to furnish to the Port Authority of New York and New Jersey the services and/or materials in compliance with all terms, conditions, specifications and addenda of the Contract. Signature also certifies understanding and compliance with the certification requirements of the standard terms and conditions as contained in the Standard Contract Terms and Conditions. This offer shall be irrevocable for one hundred twenty (120) days after the date on which the Port Authority opens this bid.

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

Bidding Entity _____

Bidder's Address _____

City, State, Zip _____

Telephone No. _____ FAX _____

Email _____ EIN# _____

SIGNATURE _____ Date _____

Print Name and Title _____

ACKNOWLEDGEMENT:

STATE OF: _____

COUNTY OF: _____

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

Notary Public

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

Bidder attention is called to the certification requirements contained in the Standard Contract Terms and Conditions, Part I. Indicate below if a signed, explanatory statement in connection with this section is attached hereto.

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

2. NAMES AND RESIDENCE OF PRINCIPALS SHEET

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

NAME	TITLE	ADDRESS OF RESIDENCE (Do not give business address)
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3. PRICING SHEET(S)

Entry of Prices

- a. The prices quoted shall be written in figures, in ink, preferably in black ink where required in the spaces provided on the Pricing Sheet(s) attached hereto and made a part hereof.
- b. The Bidder is asked to ensure that all charges quoted for similar operations in the Contract are consistent.
- c. Prices must be submitted for each Item required on the Pricing Sheet(s). The Bidder is advised that the Items on the Pricing Sheet(s) correspond to the required services set forth in the Specifications hereunder.
- d. The Bidder is asked to ensure that all figures are inserted as required, and that all computations made have been verified for accuracy. In the event that errors in computation are made by the Bidder, the Port Authority reserves the right to correct any error and to recompute the Total Estimated Contract Price, as required, based upon the applicable Unit Price inserted by the Bidder, which amount shall govern in all cases.
- e. The Bidder shall provide one all-inclusive fee incorporating costs for providing all Collection Services required under this Contract. The Bidder shall provide one fee for collection of Violations, Revoked Accounts, Low Volume Transactions and Airport Parking calculated as a fixed percentage. The Bidder shall provide one fee for the On-site Employee.
- f. In the event that Bidder quotes an amount in the Total Estimated column but omits to quote a Unit Price for that amount in the space provided, the Port Authority reserves the right to compute and insert the appropriate Unit Price.
- g. Compensation shall be in accordance with the section of this Contract entitled "Payment".

PRICING SHEET

Description	Estimated 1 Year Collections	Cost per Unit	Total Estimated Contract Price – One (1) Year
Violations, Revoked Accounts, Low Volume Transactions, Airport Parking	\$8.8M	%	
	1 Year Salary	Cost per Unit	Total Price Salary One (1) Year
On-site Employee	2,080 hrs x Hourly Rate	\$	

The Estimated collection numbers are not guaranteed by the Port Authority.

The percentage cost per unit provided above shall remain firm for the duration of the one (1) year Contract.

PART V – SPECIFICATIONS, TABLE OF CONTENTS

PART V – SPECIFICATIONS, TABLE OF CONTENTS..... 1

1. Specific Definitions 2
2. E-ZPass® Overview 2
3. Categories for Collection Services 2
4. Specifications- Unpaid Toll Violations (3a.) and Revoked Accounts (3b.) 4
 - I. General..... 4
 - II. Staffing 5
 - III. Reporting 5
 - IV. NYCSC Interface 7
 - V. Debtor Establishment..... 8
 - VI. Communications with Debtors..... 8
 - VII. Debtor Disputes 8
 - VIII. Debtor Settlement Discussions 9
 - IX. Lockbox Services 9
 - X. Invoicing 9
5. Specifications – Airport Parking (3c.) and Low-Volume Transactions (3d.)..... 10
 - a. General..... 10
 - b. Staffing 10
 - c. NYCSC Interface..... 10
 - d. Debtor Establishment..... 10
 - e. Communications with Debtor 11
 - f. Debtor Disputes 11
 - g. Debtor Settlement Discussions..... 11
 - h. Lockbox Services..... 11
 - i. Reporting 11
6. Succession Plan 11
7. Disaster Recovery and Continuation Plan 12
8. Inspection and Record Keeping..... 12
9. Auditing 13
10. Wages, Health and Supplemental Benefits 14
 - Exhibit I..... 19
 - Attachment A
 - Attachment B
 - Attachment C

PART V – SPECIFICATIONS

1. Specific Definitions

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

- a. “Manager” means the General Manager of the Port Authority’s E-ZPass Program, acting personally or through his/her duly authorized representative acting within the scope of the authority vested in them.

2. E-ZPass® Overview

The Port Authority is responsible for the operation of the E-ZPass electronic toll collection system on its Toll Facilities at the George Washington Bridge, Bayonne Bridge, Outerbridge Crossing, Goethals Bridge, and the Lincoln and Holland Tunnels. E-ZPass customers establish and fund accounts from which tolls are deducted. As part of the E-ZPass program, the New York Customer Service Center (NYCSC) has been established to maintain customer accounts and initiate the pursuit of E-ZPass violators (individuals who do not pay cash and do not have a valid E-ZPass account). The Port Authority has contracted with Xerox State & Local Solutions, Inc. to provide these services at the NYCSC. Xerox provides E-ZPass back office support including customer support services. These services include managing accounts and collecting tolls; opening and closing accounts; collecting pre-paid toll deposits; processing toll violations; processing non-toll (parking) transactions; operating the telephone call center; and reporting functions.

The operation of E-ZPass at a typical toll lane is as follows: A vehicle using E-ZPass is equipped with an electronic transponder, commonly referred to as a “tag”. When the vehicle passes through a toll lane, an antenna in the lane “reads” the information on the tag. Data collected in the toll lanes are stored as transactions in the host computer(s) at the Port Authority Facility where the transaction occurred. The NYCSC periodically retrieves transactions from the host computer(s) and processes them according to a set of business rules (cash toll transactions are not processed by the NYCSC). These transactions are generally grouped as either E-ZPass transactions or Toll Evasion Transactions (Violations). The NYCSC uses information retrieved from the tag to deduct money from the E-ZPass customer’s prepaid account balance. Violations are pursued through a series of letters sent by the NYCSC. Violations which remain unpaid after the notice process will be escalated to the Contractor.

The Contractor is required to adhere to all applicable federal, state and local laws and regulations, demonstrate a commitment to integrity and professionalism of the services being provided, and ensure confidentiality regarding personal information, while maximizing the recovery of amounts owed in connection with Violations.

3. Categories for Collection Services

There are four general categories of E-ZPass activities described below that give rise to the need for collection services. The first two categories constitute the vast majority of transactions. The NYCSC shall transfer unpaid violation and revoked account placement files to the Contractor daily. Transactions in the remaining two categories, airport parking charges

and other low-volume transactions, shall be transferred to the Contractor by spreadsheet on an as-needed basis.

a. Unpaid Toll Violations and Related Administrative Fees

A toll violation occurs at Port Authority Facilities when a vehicle goes through a tolling point and neither a valid E-ZPass transponder (tag) is detected nor a cash payment is made. When a violation is detected in the lane, a license plate image and a toll transaction data record indicating non-payment is generated. This data is forwarded to the NYCSC for review to determine if the vehicle license plate is associated with a valid E-ZPass customer account. If so, the account is debited for the toll amount and the process ends. If a match to a valid account is not found, the license plate number is sent to the appropriate state Division of Motor Vehicles (DMV) in order to identify the registered vehicle owner. The NYCSC then sends a notice to the patron requesting the toll and a related administrative fee (currently fifty dollars). If payment is not received within thirty days, a second notice is sent. If payment is still not received thirty days after the second notice, the NYCSC forwards the violation transaction to the Contractor.

b. Revoked Accounts (Negative Balance)

The NYCSC periodically (currently monthly or bi-monthly) issues account statements to E-Z Pass customers showing their account activity including their pre-paid toll balance. Account information is also available to customers at any time through the E-ZPass New York website or by calling the E-ZPass NYCSC. Customers can replenish their prepaid account balance via cash, check or recurring or one-time credit card payments. If a customer fails to maintain an appropriate prepaid balance on their E-ZPass account, the account may fall into a negative status due to toll transactions and various account fees being debited from the account. If an account is in a negative status for thirty consecutive days, the NYCSC sends the customer an account revocation-warning letter. If the customer still does not make payment for an additional thirty consecutive days, the customer is issued a letter advising them that their account has been revoked. As part of the revocation process, a revocation fee (currently twenty-five dollars) and a tag fee (currently sixteen dollars per tag) are assessed to the account. The NYCSC forwards Revoked Account information to the Contractor. Once an account is revoked, tolls and fees will no longer be debited from the account and the amount owed for this specific account will not increase. Revoked accounts are treated as noncustomers and violation notices are issued for any future tolls and related fees incurred (unpaid toll violations and related administrative fees).

c. Airport Parking

The Port Authority is responsible for the operation of the parking lots at John F. Kennedy International, Newark Liberty International, LaGuardia, and Stewart International Airports. Furthermore, the Port Authority is expected to take over Atlantic City International Airport with its associated parking lot operation in 2013. Customers exit the parking lot through a staffed lane where cash, credit card and/or E-ZPass, known as E-ZPass*Plus*, are accepted as a method of payment. When customers use their E-ZPass to pay for parking, transaction fees totaling less than twenty dollars are deducted from E-ZPass customers' pre-paid account balances, while fees of twenty dollars or more are charged directly to the credit card on file with E-ZPass. The E-ZPass credit card charge is not validated at the time of the transaction but rather at the NYCSC as a daily batch to the

credit card provider associated with the E-ZPass account. Transactions are batched daily by the parking management company, which is contracted by the Port Authority to operate the parking lots.

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

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

d. Low-Volume Transactions

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

4. Specifications- Unpaid Toll Violations (3a.) and Revoked Accounts (3b.)

The Specifications in this section apply to Paragraphs 3a. and 3 b. above.

I. General

- a. For all placements referred by the NYCSC and/or the Port Authority, the Contractor will contact the individuals and business entities and work to recover the unpaid amounts owed to the Port Authority. The work will include all tasks necessary to collect all outstanding amounts as identified by the NYCSC and/or the Port Authority. The Contractor will take all direction from and address all questions to the Manager, unless otherwise specified by the Manager.
- b. Upon notification by the Manager, the Contractor shall immediately stop all or any collection activity. The Port Authority reserves the right to reevaluate, adjust, cancel or recall any placements (violations, revoked accounts, or other) assigned for collections. Contractor shall return accounts to the Port Authority upon recall for any reason at no cost to the Port Authority. Any recalled accounts shall be closed at the Contractor and no fee shall be charged on any collections subsequent to the recall.
- c. The Contractor shall comply with current Payment Card Industry (PCI) standards, update as required due to changes in PCI standards, and provide the firm's last assessment from its Qualified Security Assessor (QSA) and Approved Scanning Vendor (ASV).
- d. The Contractor shall have the capability to perform collection services in all 50 States and Canada.

- e. The Contractor shall maintain a professional demeanor at all times. Any harassment or alleged harassment on the part of the Contractor in carrying out the Services herein against any debtors or other individuals or entities may result in the immediate termination of the Contract.
- f. The Port Authority (or its authorized assignee) will notify the Contractor of any debtors who "Direct Pay" after receiving collection letter from the Contractor. Direct Pay shall mean debtors who pay the Port Authority or NYCSC directly, after receiving collection notices from the Contractor.
- g. The Port Authority reserves the right to authorize the Contractor to perform debtor credit reporting at no additional cost.
- h. The Port Authority reserves the right to add a collection fee to the debtor amount owed. This collection fee addition shall be at no cost to the Authority.

II. Staffing

- a. The Contractor shall have sufficient collection staffing and procedures to perform all collection tasks and functions detailed herein. All staff shall be hired and fully trained prior to commencing operations.
- b. The Contractor shall provide a full-time staff member (Collections Representative) to assist the Port Authority in the resolution of customer disputes related to collection and to act as a liaison between the Contractor and the NYCSC. The Collections Representative will be stationed at the Port Authority offices currently located at 2 Montgomery Street, Jersey City, NJ 07302 and report to the Manager. During the course of the Contract, the Port Authority office could be moved to another location in New York City or Northern New Jersey. The Contractor shall provide on-line access to its database so that the Contractor's staff members can obtain real-time information about the status of any given account.
- c. The Collections Representative assigned to the Port Authority should have a minimum of three (3) years of experience in debt collection. The Collections Representative assigned to the Port Authority may, at the sole discretion of the Port Authority, be required to sign a Non-Disclosure Agreements with other Contractors or Consultants hired by the Port Authority.
- d. The Contractor shall have at least one Spanish-speaking collector, dedicated to the Port Authority project, on staff at all times.
- e. The Port Authority reserves the right to remove any personnel assigned to the collection process.

III. Reporting

- a. Separate reporting shall be done for each of the four categories of collections: E-ZPass Violations, Revoked Accounts, Low-Volume Transactions and Airport Parking.
- b. All reports should clearly identify and include separate items related to E-ZPass Toll Violations, Revoked Accounts, Airport Parking and Low-Volume Transactions (as specified by the Port Authority).
- c. The Contractor shall submit all reports to the Manager within fifteen (15) calendar days of the preceding period.

- d. Should the Port Authority request modifications to any reports, said modifications shall be made within five (5) business days of the date of request. At any time during the term of the Contract, the Port Authority may modify the content and form of any report at no additional cost to the Port Authority.
- e. The Contractor shall provide financial and performance reports to the Port Authority in Microsoft Excel format, as described below.
 - i. File Exchange Reporting (Daily)
 - Placement: A report listing total placements broken down by Violations and Revoked Accounts, made by the NYCSC, by file name and category, to the Contractor. The report shall include dollars and transactions.
 - Update: A report listing total updates broken down by Violations and Revoked Accounts, made by the NYCSC, by file name and category, to the Contractor. The report shall include dollars and transactions.
 - Return: A report listing total return files broken down by Violations and Revoked Accounts, made by the Contractor sent to the NYCSC, by file name and category. The report shall include dollars and transactions.

The Contractor shall work with the Port Authority and the NYCSC to resolve any discrepancies in the file exchange process in a timely manner.

ii. Performance Reports

- Placement Collection Report (Monthly) – this report shall include every individual placement made (broken down by toll and fee and total), update made (broken down by toll and fee and total) and corresponding collections (broken down by toll and fee and total), contract-to-date, totaled by month. Amounts collected shall be updated to reflect current collections for each previous month. There shall be separate reports for Violations, Revoked Accounts, Airport Parking and Low Volume. For sample reports including all required fields, see Attachment A to this document. Note: Placements should not be impacted by any method established by the Contractor to organize or track placements by debtor.
- Collection Activity By Month - Waterfall Report (Monthly) - this report shall include the total monthly collection broken down by the month of the original placement. The report shall include the total adjusted placement for each month and the recovery rate. There shall be separate reports for Violations and Revoked Accounts. For sample reports including all required fields, see Attachment A.

iii. Non-Sufficient Funds (NSF)/Credit Card Chargeback Report (Weekly)

- This report shall include the Contractor's tracking number, Port Authority Transaction number (or other as defined), name of debtor, and a listing of all NSF checks and credit card chargebacks.

The Contractor shall provide other reports, as requested by the Manager, in order to measure the success of the program. The Contractor shall also submit to the Port Authority any recommendations regarding possible program improvements

IV. NYCSC Interface

The Port Authority will refer accounts for collection to the Contractor each day – one for unpaid Toll Violations and related administrative fees and the other for Revoked Accounts. The Contractor will be required to send and accept these data files as described herein.

Attachments B and C to this document describe the file names and structure for the header, detailed and trailer records of each file that will be sent to the Contractor from the NYCSC and sent from the Contractor to the NYCSC.

a. Placement File:

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

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

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

c. Return File:

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

d. Collections Acknowledgement File – From Contractor to NYCSC:

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

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

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

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

There shall be regular and accurate file transfers between the Contractor and the NYCSC on a schedule to be developed by the Contractor, with the Port Authority's approval.

V. Debtor Establishment

1. The Contractor shall establish a method to organize and track individual placements by debtors to more efficiently perform collection activities, as well as prevent multiple contacts to a single debtor.

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

2. The Contractor shall utilize methods to locate delinquent debtors and collect payment (e.g. skip tracing, etc.).
3. The Contractor shall keep detailed electronic records of every contact made with a debtor. This includes letters, automated phone calls, live phone calls, deals made, etc. The Contractor shall retain copies of checks, remittance and deposit slips sent from the lockbox (bank) as evidence of payments deposited.

VI. Communications with Debtors

The Contractor shall perform the following services.

- a. Send a hard copy letter as its first communication with the debtor.
- b. Provide a toll-free number, which shall be available with a live service representative during normal business hours (Monday through Friday, 8am to 5pm, EST) on all written correspondence to debtors to enable debtors to make inquiries, assert discrepancies and log complaints. The Contractor shall respond to customer complaints within 72 hours of receipt. The toll-free number shall be available with an Interactive Voice Response (IVR) twenty four (24) hour a day seven (7) days a week service, which shall provide detailed information to the debtor and accept credit card payments.
- c. Provide remote access to the Port Authority to monitor live and recorded debtor/collector telephone calls.
- d. Provide information on outstanding balances, general payment instructions and other relevant debtor information over the phone to debtors (with approved caller identification). The Contractor shall maintain an automated system to log each debtor inquiry and the actions taken in response to such inquiry. This information shall be made available in a report at the request of the Port Authority.
- e. Maintain an automated system to record calls with debtors for training purposes and caller dispute resolution.

VII. Debtor Disputes

- a. The Contractor shall establish procedures for handling debtor complaints and debtor-related disputes and discrepancies. Procedures shall include provisions for escalation to higher supervisory levels. The Contractor shall use reasonable efforts to implement requested modifications by the Port Authority.
- b. The Contractor shall instruct debtors who wish to dispute their liability to do so in writing to the Contractor's address.

- c. The Contractor shall immediately place a hold on disputed accounts. Debtors disputing their liability shall not receive additional collection notices until the dispute is resolved. A dispute requiring action by the debtor, which is not resolved within thirty business days, shall be moved from Hold status back to Collections. Exceptions to "Hold" status shall be made at the discretion of the Port Authority.
- d. The Contractor shall respond to debtors regarding the outcome of the dispute within thirty business days. The Contractor will also maintain records of disputed resolutions. All information related to disputes shall be available to the Port Authority upon request.
- e. The Contractor shall not commence litigation against any debtor unless explicitly requested by the Port Authority.

VIII. Debtor Settlement Discussions

- a. The Contractor shall institute account settlement options and parameters as approved by the Port Authority. At Contract commencement, the Port Authority will provide the Contractor with a matrix detailing specific settlement authorization levels.
- b. Contractor shall include provisions for various forms of payment, such as:
 - Credit/Debit card – via web, phone, Automated Clearing House (ACH) or mail
 - Check – via web, phone or mail

IX. Lockbox Services

- a. Lockboxes shall be established, maintained and reported on for all collections performed under this Contract. Airport Parking (Paragraph 3c herein) shall have a separate lockbox from all other EZ-Pass Collections (Paragraphs 3a, 3b and 3d herein).
- b. The Contractor shall establish and maintain secure lockboxes specifically for this Contract. All debtor payments will be deposited directly to this lockbox on a daily basis. All monies going into the lockbox will be collections payments only and all money coming out of lockbox will be wired directly to the Port Authority's bank account.
- c. The Contractor shall ensure that reports and updates from the lockbox provider are integrated into the Contractor system.
- d. The Contractor shall perform a monthly reconciliation to verify that all lockbox payments have been deposited.
- e. The Port Authority shall have read-only access rights to the lockbox provided directly from the bank.
- f. All notices sent from the Contractor must contain scan lines compliant with the lockbox specifications.

X. Invoicing

The Contractor shall submit a monthly invoice for all collections (Contractor and NYCSC) received during the current month. The fee must not be deducted from collections deposited/wired to the Port Authority. The invoice and supporting documentation may be transmitted to the Port Authority via email; however, the invoice cover sheet, including the original signature of the

responsible Contractor staff, must also be sent in hardcopy to the Contract Manager. Invoices shall be accompanied by:

- A system generated report by day showing collections (by the Contractor and NYCSC) with a breakdown by Violations (toll and fees separated), Revoked Accounts (account total) and Low-Volume transactions (separated by category as specified by the Port Authority).
- A report showing the bank wire transfer to the Port Authority by day and by category, net of checks returned for Non-Sufficient Funds (NSF) and credit card chargebacks.
- A report reconciling collections (net of NSF checks/ credit card chargebacks), by category to bank deposits and bank wire transfers to the Port Authority.
- Calculation of the fee by category. The total invoice amount shall be the total fees summed by category.

A separate invoice shall be required for Airport Parking collection services.

Payment shall be in accordance with the Section of this Contract entitled "Payment" in Part III of this Contract.

5. Specifications – Airport Parking (3c.) and Low-Volume Transactions (3d.)

The Specifications in this section apply to Paragraphs 3c. and 3d. above.

a. General

The requirements for this subsection shall be the same as outlined above in Section 4 I. herein.

b. Staffing

The requirements for this subsection shall be the same as outlined above in Section 4 II. herein.

c. NYCSC Interface

For Airport Parking and Low-Volume Transaction collection services, the Contractor shall not be required to meet the same interface requirements as described in Section 4 III herein at this time. The Contractor shall develop such an interface if requested to do so by the Port Authority.

d. Debtor Establishment

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

- Customer Name
- Customer Address
- Contact Telephone Numbers (If Available)
- Violation or Balance Due Reference Number
- Date and Time of Violation
- Facility and Lane Violated

- Dates of Airport Parking Collection Letters Mailed (If Applicable)
- Amount of Balance Due
- Vehicle License Plate Number (If Applicable)
- E-ZPass Transponder Number (If Applicable)

e. Communications with Debtor

The requirements for this subsection shall be the same as outlined above in Section 4 V. herein.

f. Debtor Disputes

The requirements for this subsection shall be the same as outlined above in Section 4 VI. herein.

g. Debtor Settlement Discussions

The requirements for this subsection shall be the same as outlined above in Section 4 VII. herein.

h. Lockbox Services

The requirements for this subsection shall be the same as outlined above in Section 4 VIII. herein.

i. Reporting

The Contractor shall submit all reports to the Port Authority within fifteen (15) business days of the preceding period. The Port Authority will require the Contractor to submit a performance report in the same Microsoft Excel format as described in the Reporting subsection in Part 4 IX. herein, which shall include all the information provided to the Contractor by the Port Authority, along with the date of all additional correspondence from the Contractor to the debtor, as well as the amounts collected, if any.

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

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

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

6. Succession Plan

The Contractor shall prepare a Succession Plan detailing the means for continued uninterrupted operations in the event the resulting Contract, if any, is terminated or not renewed at the end of the Contract term. It shall minimally include the means for uninterrupted continuance of collection-data processing operations, collection-service telephone lines and procedures for

transferring all collection records from the Contractor to any Contractor designated by the Port Authority.

7. Disaster Recovery and Continuation Plan

The Disaster Recovery and Continuation Plan will detail the operational alternatives in the event of failures of key components of the Collections System. The Disaster Recovery and Continuation Plan shall be maintained throughout the term of the Contract and any options and/or extensions if exercised. The Disaster Recovery and Continuation Plan will include a list of all system failures for which contingencies have been developed including, but not limited to: design, implementation, testing, documentation, and training required to recover from the list of all system failures; contingencies for on-premises continuance of services; periodic tests for the contingency arrangements; lists of resources required to on/off site recovery; escalation process with contact lists and alternates to provide for emergency coverage of operations in the event of emergencies; formal arrangements for emergency replacement of parts, repair services, technical services, and alternate sites; and any other items deemed necessary by the Port Authority, including continuation plans for minor emergencies and full-scale disaster or failure.

The Contractor warrants that they will be able to resume normal operations no later than seventy-two (72) hours following any failure of the hardware, software, network, working environment and other operating conditions of the collections process. The Contractor further warrants that following an emergency or failure, all critical collection activities and functions will be restored immediately following any disruption as if no disruption had

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

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

8. Inspection and Record Keeping

- a. The Contractor shall keep a history (hard copy) of notices sent, calls made/received, written correspondence sent and received, disputes processed, credit authorizations and any other pertinent information regarding debtors for the term of the Contract, including any options and/or extensions if exercised, and one year thereafter.
- b. The Contractor shall maintain files, books, records, documents and any other data as required to verify that the provisions of the Contract are being fulfilled. Any and all files shall be made available to the Port Authority on demand at any time during the Contract term and any options and/or extensions if exercised.
- c. The Port Authority, its auditors and designated representatives shall have the right to perform, without advanced notification, inspection of all collection Facilities, and relevant collection records and accounts during normal business hours. The Port Authority and its agents shall use reasonable efforts to not adversely affect business operations. If any corrections or changes are required as a result of on-site audits, the Contractor shall implement those corrections or changes within the time limits reasonably specified by the Port Authority.
- d. The Contractor shall maintain records that fully support accounting and reconciliation processes and are in an auditable condition.

- e. Debtor records shall be available online on the Contractor's system for at least one-year and shall be retained for not less than one year following the expiration or earlier termination of the Contract, including any options and/or extensions if exercised.

9. Auditing

From time to time, and at any time throughout the Contract and for up to three years following the expiration or termination thereof, the Port Authority reserves the right to audit the Contractor's records relating to the Contractor's charges to the Port Authority and proceeds arising out of the collection process.

During the term of this Contract and up to six years after the termination of this Contract, the Port Authority, or their officers, employees or agents (independent auditors) designated for that purpose, shall be afforded access to all necessary Facilities during normal business hours on normal business days in order to allow for inspection of the work, services, and records of the Contractor and any subcontractors. This shall include interviewing of the employees, access to any premises where any work or service may be carried on and performed, and access to any records, correspondence, drawings, memoranda, or other records and documents of the Contractor and any subcontractors pertaining to the work under signed Contract, with full facilities for inspecting and copying all such materials.

The Contractor shall agree to include in the terms and conditions of all its subcontracts a provision to the effect that the subcontractor agrees that the Port Authority or their duly authorized representatives shall have access to all records defined herein and related to this Contract.

The Contractor shall keep records and books of accounts showing the actual cost to and payment by it of all items for which reimbursement of costs is authorized.

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

The Port Authority reserves the right for themselves or their approved designees to use and load mutually agreed upon automated audit software to evaluate the level of security and potential vulnerabilities in all systems which control, collect, dispense, contain, manage, administer or monitor systems that support the Port Authority's business processes. The Port Authority agrees to test the product(s) in an appropriate test environment prior to running the software in the production environment. In addition, the Port Authority, in coordination with the Contractor, agree to perform this review periodically or as deemed necessary, at an agreed upon time, normally during off-peak periods. The Contractor will not be restricted from monitoring system activity during the test.

The Contractor shall have Statement on Standards for Attestation Engagements (SSAE) 16 SOC 2 audits conducted annually and provide such report to the Port Authority. The costs for such audits will be borne by the Contractor. The SSAE 16 SOC 2 audit shall be performed by a major independent certified public accounting firm subject to approval by the Port Authority.

The audit shall be performed in accordance with Generally Accepted Auditing Standards (GAAS).

10. Wages, Health and Supplemental Benefits

A. Definitions:

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

- 11) The "Cost of Supplemental Benefits" shall mean the cost to the Contractor (and its subcontractors) of all remuneration for employment provided to Employees in any medium other than cash, but including payments which are not Wages within the meaning of this numbered clause.
- 12) "Average Supplemental Benefits" shall be calculated by dividing the sum of the Supplemental Benefits, which shall exclude Health Benefits, paid or provided for Straight-time hours worked by all Employees in each Employee category by the number of Straight-time hours worked by the Employees in such category.
- 13) "Contract Year", as used in this Agreement shall mean the twelve (12) month period commencing on the Commencement Date of the Contract and each successive twelve (12) month period thereafter or such portion of a twelve (12) month period that the Contract is in effect if the Contract should expire or be terminated on other than the last day of such twelve (12) month period.

- B. Supplemental Benefits including but not limited to holiday, sick time and vacation time that are accrued in one year but not paid until the following year are not allowed to be included in the computation of benefits until they are paid.

For example: Assume an employee begins working for the Contractor on January 1, 2012. Although the employee accrues 10 vacation days, he/she cannot take them until he/she has worked for the Contractor for one year. The employee finally takes his/her vacation in February 2013. The employee's vacation benefits accrued in 2012 but were never paid. Therefore, the Contractor may not include the employee's vacation benefits in the computation of Supplemental Benefits until it is actually paid. At that time, the vacation time will be credited retroactively and applied in the computation of benefits for the year 2012.

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

Minimum Hourly Wages

Sr. Collections Representative- \$22.96 (per hour)

- D. Contractor in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than Health Benefits established in the Authority's letter of Proposal Acceptance for each Employee in each category, and the Health Benefits shall be subject to the requirements as set forth below.

- 1) Health Benefits shall be provided to Employees and their families.
- 2) Health Benefits shall include a health insurance program addressing the following list of recommended acceptable components:
 - i. up to and including family coverage, as applicable
 - ii. inpatient hospital services
 - iii. outpatient surgical facility
 - iv. emergency room services
 - v. prenatal services
 - vi. well visits/immunizations/routine visits for illness

vii. prescription drug benefit

- 3) The Cost of Health Benefits shall be as set forth in the Authority's letter of Proposal acceptance at the inception of the Contract, with an exact numerical (dollar) requirement for Health Benefits.
- 4) The Contractor shall demonstrate to the satisfaction of the Port Authority that Health Benefits are furnished by the Contractor and all subcontractors through one of the following, with no employee contribution to health coverage premiums:
 - i. The Contractor's and subcontractor's Employees and their families are covered under a Health Benefit plan paid for and provided by the Contractor;
 - ii. The Contractor's and subcontractor's Employees and their families are covered by a union benefit plan authorized under the Taft Hartley Act 29 USCA Section 186(c);
 - iii. The Contractor's and subcontractor's Employees and their families are covered by a government health benefits program, including, but not limited to Healthy New York, Child Health Plus and NJ FamilyCare.
- 5) Health Benefits shall be provided to Full Time Employees (F.T.E.'s) and their families no later than thirty (30) days from the first date of Employee performance under the Contract.
- 6) The Contractor shall provide each F.T.E. with written information, i.e. documents relating to each Employee's health care coverage.
- 7) The Contractor shall provide continued Health Benefits to F.T.E.s and their families of the same quality, or better as those approved by the Authority and initially provided under this Contract, throughout the duration of the Contract term.

E. Contractor in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than Supplemental Benefits established in the Calculation of Average Hourly Rate Form and accepted by the Port Authority for each Employee category; and such Supplemental Benefits shall be subject to the requirements as set forth below.

- 1) Without limiting the foregoing, under no circumstances shall the cost of providing uniforms or footwear, cleaning of uniforms, training and transportation to and from post, or any other items incidental to rendering the Services covered under this Contract, be allowed or included in the Cost of Supplemental Benefits.
- 2) Any reimbursements to employees for expenses, and payroll taxes, employee incentive plans and any other benefits required by law are not includable in the Cost of Supplemental Benefits.
- 3) The established numerical value for the Supplemental Benefits, other than Health Benefits, shall be as set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority.

F. In the event that the compensation payable under this Contract is subject to adjustment from time to time as provided in the paragraph entitled "Price Adjustment" in the Contract Specific Terms and Conditions, then the Average Direct Hourly Wages and Supplemental Benefits set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority, shall be adjusted by multiplying said amounts by the same percentage amount which was used to adjust the compensation payable under this Contract, as the same may have been further adjusted.

G. Nothing contained herein shall be construed to prevent the Contractor or any subcontractor from paying or providing any individual Employee Hourly Direct Wages, Health and Supplemental Benefits higher than the Minimum Hourly Wages, Health and Supplemental Benefits described in this numbered clause. It is understood that the Contractor's obligation to pay or provide the Minimum Hourly Wages as set forth above, the Health Benefits as set forth in the Authority's letter of Proposal Acceptance and the Supplemental Benefits as set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority, allows the Contractor to pay or provide some of its Employees hourly Direct Wages, Health Benefits and other Supplemental Benefits that are higher than the minimum and nothing herein shall be construed to constitute a representation or guarantee by the Port Authority that the Contractor or its subcontractors can obtain employees for the amounts herein before described.

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

I. The Contractor and its subcontractors shall maintain records in accordance with the requirements set forth in the paragraph entitled "Records and Reports" in the Standard Contract Terms and Conditions.

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

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

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

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

information as the Port Authority may request from time to time regarding Wages, Health and Supplemental Benefits paid or provided by the Contractor or its subcontractor to Employees engaged in providing the Contractor's Services under the Contract. Each certified statement shall, at a minimum, contain the level of detail specified in Exhibit I herein.

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

Exhibit I

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

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

PART V – SPECIFICATIONS

HEALTH / WELFARE

June

x

x

May

Total

JURY DUTY/BEREAVEMENT

June

x

x

May

Total

Total Supplemental Benefits

**Total Average Wage /
Supplemental Benefits**

Per Contract

Difference

ATTACHMENT A - Sample Reports

Monthly Placements – Revoked Accounts

	A	B	C	D	E	F	G	H
1	PLACEMENTS - EZPASS as of February 2013							
2	Placement Date	Placements	CSC Adjustments	Adjusted Placements (B - C)	Collections Received by CSC	Collections Received by CSP	Total Collected by CSC & CSP (E + F)	Recovery Rate (Total Collected / Adjusted Placements) (G / D)
3								
4	Jan-10	0000.00	1.11	0000.00	000.00	000.00	1000.00	20.00%
5	Feb-10	0000.00	2.22	0000.00	000.00	000.00	1000.00	20.00%
6	Mar-10	0000.00	3.33	0000.00	000.00	000.00	1000.00	20.01%
7	Apr-10	0000.00	4.44	0000.00	000.00	000.00	1000.00	20.01%
8	May-10	0000.00	5.55	0000.00	000.00	000.00	1000.00	20.01%
9	Jun-10	0000.00	6.66	0000.00	000.00	000.00	1000.00	20.01%
10	Jul-10	0000.00	7.77	0000.00	000.00	000.00	1000.00	20.02%
11	Aug-10	0000.00	8.88	0000.00	000.00	000.00	1000.00	20.02%
12	Sep-10	0000.00	9.99	0000.00	000.00	000.00	1000.00	20.02%
13	Oct-10	0000.00	10.10	0000.00	000.00	000.00	1000.00	20.02%
14	Nov-10	0000.00	11.11	0000.00	000.00	000.00	1000.00	20.02%
15	Dec-10	0000.00	12.12	0000.00	000.00	000.00	1000.00	20.02%
16	2010	110000.00	83.28	110016.80	11000.00	11000.00	23000.00	20.01%
17								
18	Jan-11	0000.00	1.11	0000.00	000.00	000.00	1000.00	20.00%
19	Feb-11	0000.00	2.22	0000.00	000.00	000.00	1000.00	20.00%
20	Mar-11	0000.00	3.33	0000.00	000.00	000.00	1000.00	20.01%
21	Apr-11	0000.00	4.44	0000.00	000.00	000.00	1000.00	20.01%
22	May-11	0000.00	5.55	0000.00	000.00	000.00	1000.00	20.01%
23	Jun-11	0000.00	6.66	0000.00	000.00	000.00	1000.00	20.01%
24	Jul-11	0000.00	7.77	0000.00	000.00	000.00	1000.00	20.02%
25	Aug-11	0000.00	8.88	0000.00	000.00	000.00	1000.00	20.02%
26	Sep-11	0000.00	9.99	0000.00	000.00	000.00	1000.00	20.02%
27	Oct-11	0000.00	10.10	0000.00	000.00	000.00	1000.00	20.02%
28	Nov-11	0000.00	11.11	0000.00	000.00	000.00	1000.00	20.02%
29	Dec-11	0000.00	12.12	0000.00	000.00	000.00	1000.00	20.02%
30	2011	110000.00	83.28	110016.80	11000.00	11000.00	23000.00	20.01%
31								
32								
33	Jan-12	0000.00	1.11	0000.00	000.00	000.00	1000.00	20.00%
34	Feb-12	0000.00	2.22	0000.00	000.00	000.00	1000.00	20.00%
35	Mar-12	0000.00	3.33	0000.00	000.00	000.00	1000.00	20.01%
36	Apr-12	0000.00	4.44	0000.00	000.00	000.00	1000.00	20.01%
37	May-12	0000.00	5.55	0000.00	000.00	000.00	1000.00	20.01%
38	Jun-12	0000.00	6.66	0000.00	000.00	000.00	1000.00	20.01%
39	Jul-12	0000.00	7.77	0000.00	000.00	000.00	1000.00	20.02%
40	Aug-12	0000.00	8.88	0000.00	000.00	000.00	1000.00	20.02%
41	Sep-12	0000.00	9.99	0000.00	000.00	000.00	1000.00	20.02%
42	Oct-12	0000.00	10.10	0000.00	000.00	000.00	1000.00	20.02%
43	Nov-12	0000.00	11.11	0000.00	000.00	000.00	1000.00	20.02%
44	Dec-12	0000.00	12.12	0000.00	000.00	000.00	1000.00	20.02%
45	2012	110000.00	83.28	110016.80	11000.00	11000.00	23000.00	20.01%
46								
47								
48	Jan-13	0000.00	1.11	0000.00	000.00	000.00	1000.00	20.00%
49	Feb-13	0000.00	2.22	0000.00	000.00	000.00	1000.00	20.00%
50	Mar-13			0.00			0.00	#DIV/0!
51	Apr-13			0.00			0.00	#DIV/0!
52	May-13			0.00			0.00	#DIV/0!
53	Jun-13			0.00			0.00	#DIV/0!
54	Jul-13			0.00			0.00	#DIV/0!
55	Aug-13			0.00			0.00	#DIV/0!

Monthly Placements – Violations Part 1

Attachment A

1	A	B	C	D	E	F	G	H	I	J	K	L	M
2	Placement Date	Placement Toll Amount	Placement Fee Amount	Placement NSF Amount	Placement Total Amount (B + C + D)	CSC Adjustment Toll Amount	CSC Adjustment Fee Amount	CSC Adjustment NSF Amount	CSC Adjustment Total Amount (F + G + H)	Adjusted Placement Toll Amount (B - F)	Adjusted Placement Fee Amount (C - G)	Adjusted Placement NSF Amount (D - H)	Adjusted Placement Total Amount (I + K + L)
3	Jan-10	9999.99	99999.99	999.99	110999.97	99.99	999.99	99.99	1199.97	9900.00	99000.00	900.00	109900.00
4	Feb-10	9999.99	99999.99	999.99	110999.97	99.99	999.99	99.99	1199.97	9900.00	99000.00	900.00	109900.00
5	Mar-10	9999.99	99999.99	999.99	110999.97	99.99	999.99	99.99	1199.97	9900.00	99000.00	900.00	109900.00
6	Apr-10	9999.99	99999.99	999.99	110999.97	99.99	999.99	99.99	1199.97	9900.00	99000.00	900.00	109900.00
7	May-10	9999.99	99999.99	999.99	110999.97	99.99	999.99	99.99	1199.97	9900.00	99000.00	900.00	109900.00
8	Jun-10	9999.99	99999.99	999.99	110999.97	99.99	999.99	99.99	1199.97	9900.00	99000.00	900.00	109900.00
9	Jul-10	9999.99	99999.99	999.99	110999.97	99.99	999.99	99.99	1199.97	9900.00	99000.00	900.00	109900.00
10	Aug-10	9999.99	99999.99	999.99	110999.97	99.99	999.99	99.99	1199.97	9900.00	99000.00	900.00	109900.00
11	Sep-10	9999.99	99999.99	999.99	110999.97	99.99	999.99	99.99	1199.97	9900.00	99000.00	900.00	109900.00
12	Oct-10	9999.99	99999.99	999.99	110999.97	99.99	999.99	99.99	1199.97	9900.00	99000.00	900.00	109900.00
13	Nov-10	9999.99	99999.99	999.99	110999.97	99.99	999.99	99.99	1199.97	9900.00	99000.00	900.00	109900.00
14	Dec-10	9999.99	99999.99	999.99	110999.97	99.99	999.99	99.99	1199.97	9900.00	99000.00	900.00	109900.00
15	2010	119999.99	1199999.99	11999.99	1331999.97	1199.99	11999.99	1199.99	14399.97	118000.00	1180000.00	10900.00	1317900.00
16													
17													
18	Jan-11	9999.99	99999.99	999.99	110999.97	99.99	999.99	99.99	1199.97	9900.00	99000.00	900.00	109900.00
19	Feb-11	9999.99	99999.99	999.99	110999.97	99.99	999.99	99.99	1199.97	9900.00	99000.00	900.00	109900.00
20	Mar-11	9999.99	99999.99	999.99	110999.97	99.99	999.99	99.99	1199.97	9900.00	99000.00	900.00	109900.00
21	Apr-11	9999.99	99999.99	999.99	110999.97	99.99	999.99	99.99	1199.97	9900.00	99000.00	900.00	109900.00
22	May-11	9999.99	99999.99	999.99	110999.97	99.99	999.99	99.99	1199.97	9900.00	99000.00	900.00	109900.00
23	Jun-11	9999.99	99999.99	999.99	110999.97	99.99	999.99	99.99	1199.97	9900.00	99000.00	900.00	109900.00
24	Jul-11	9999.99	99999.99	999.99	110999.97	99.99	999.99	99.99	1199.97	9900.00	99000.00	900.00	109900.00
25	Aug-11	9999.99	99999.99	999.99	110999.97	99.99	999.99	99.99	1199.97	9900.00	99000.00	900.00	109900.00
26	Sep-11	9999.99	99999.99	999.99	110999.97	99.99	999.99	99.99	1199.97	9900.00	99000.00	900.00	109900.00
27	Oct-11	9999.99	99999.99	999.99	110999.97	99.99	999.99	99.99	1199.97	9900.00	99000.00	900.00	109900.00
28	Nov-11	9999.99	99999.99	999.99	110999.97	99.99	999.99	99.99	1199.97	9900.00	99000.00	900.00	109900.00
29	Dec-11	9999.99	99999.99	999.99	110999.97	99.99	999.99	99.99	1199.97	9900.00	99000.00	900.00	109900.00
30	2011	119999.99	1199999.99	11999.99	1331999.97	1199.99	11999.99	1199.99	14399.97	118000.00	1180000.00	10900.00	1317900.00
31													
32													
33	Jan-12	9999.99	99999.99	999.99	110999.97	99.99	999.99	99.99	1199.97	9900.00	99000.00	900.00	109900.00
34	Feb-12	9999.99	99999.99	999.99	110999.97	99.99	999.99	99.99	1199.97	9900.00	99000.00	900.00	109900.00
35	Mar-12	9999.99	99999.99	999.99	110999.97	99.99	999.99	99.99	1199.97	9900.00	99000.00	900.00	109900.00
36	Apr-12	9999.99	99999.99	999.99	110999.97	99.99	999.99	99.99	1199.97	9900.00	99000.00	900.00	109900.00
37	May-12	9999.99	99999.99	999.99	110999.97	99.99	999.99	99.99	1199.97	9900.00	99000.00	900.00	109900.00
38	Jun-12	9999.99	99999.99	999.99	110999.97	99.99	999.99	99.99	1199.97	9900.00	99000.00	900.00	109900.00
39	Jul-12	9999.99	99999.99	999.99	110999.97	99.99	999.99	99.99	1199.97	9900.00	99000.00	900.00	109900.00
40	Aug-12	9999.99	99999.99	999.99	110999.97	99.99	999.99	99.99	1199.97	9900.00	99000.00	900.00	109900.00
41	Sep-12	9999.99	99999.99	999.99	110999.97	99.99	999.99	99.99	1199.97	9900.00	99000.00	900.00	109900.00
42	Oct-12	9999.99	99999.99	999.99	110999.97	99.99	999.99	99.99	1199.97	9900.00	99000.00	900.00	109900.00
43	Nov-12	9999.99	99999.99	999.99	110999.97	99.99	999.99	99.99	1199.97	9900.00	99000.00	900.00	109900.00
44	Dec-12	9999.99	99999.99	999.99	110999.97	99.99	999.99	99.99	1199.97	9900.00	99000.00	900.00	109900.00
45	2012	119999.99	1199999.99	11999.99	1331999.97	1199.99	11999.99	1199.99	14399.97	118000.00	1180000.00	10900.00	1317900.00
46													
47													
48	Jan-13	9999.99	99999.99	999.99	110999.97	99.99	999.99	99.99	1199.97	9900.00	99000.00	900.00	109900.00
49	Feb-13	9999.99	99999.99	999.99	110999.97	99.99	999.99	99.99	1199.97	9900.00	99000.00	900.00	109900.00
50	Mar-13				0.00				0.00	0.00	0.00	0.00	0.00
51	Apr-13				0.00				0.00	0.00	0.00	0.00	0.00
52	May-13				0.00				0.00	0.00	0.00	0.00	0.00
53	Jun-13				0.00				0.00	0.00	0.00	0.00	0.00
54	Jul-13				0.00				0.00	0.00	0.00	0.00	0.00
55	Aug-13				0.00				0.00	0.00	0.00	0.00	0.00
56	Sep-13				0.00				0.00	0.00	0.00	0.00	0.00
57	Oct-13				0.00				0.00	0.00	0.00	0.00	0.00
58	Nov-13				0.00				0.00	0.00	0.00	0.00	0.00
59	Dec-13				0.00				0.00	0.00	0.00	0.00	0.00
60	2013	19999.99	199999.99	1999.99	221999.97	199.99	1999.99	199.99	2399.97	19900.00	199000.00	1990.00	219900.00

Monthly Placements – Violations
Part 2

	N	O	P	Q	R	S	T	U	V	W	X	Y
1	CEMENTS - TOLLVLT as of February 2013											
2												
	Toll Amount Collected by CSC	Fee Amount Collected by CSC	NSF Amount Collected by CSC	Total Amount Collected by CSC (N + O + P)	Toll Amount Collected by CSP	Fee Amount Collected by CSP	NSF Amount Collected by CSP	Total Amount Collected by CSP (R + S + T)	Toll Amount Collected by CSC & CSP (N + R)	Fee Amount Collected by CSC & CSP (O + S)	NSF Amount Collected by CSC & CSP (P + T)	Total Amount Collected by CSC & CSP (V + W + X)
3	99.99	999.99	99.99	1199.97	999.99	999.99	99.99	2099.97	1099.98	1999.98	199.99	3299.94
4	99.99	999.99	99.99	1199.97	999.99	999.99	99.99	2099.97	1099.98	1999.98	199.99	3299.94
5	99.99	999.99	99.99	1199.97	999.99	999.99	99.99	2099.97	1099.98	1999.98	199.99	3299.94
6	99.99	999.99	99.99	1199.97	999.99	999.99	99.99	2099.97	1099.98	1999.98	199.99	3299.94
7	99.99	999.99	99.99	1199.97	999.99	999.99	99.99	2099.97	1099.98	1999.98	199.99	3299.94
8	99.99	999.99	99.99	1199.97	999.99	999.99	99.99	2099.97	1099.98	1999.98	199.99	3299.94
9	99.99	999.99	99.99	1199.97	999.99	999.99	99.99	2099.97	1099.98	1999.98	199.99	3299.94
10	99.99	999.99	99.99	1199.97	999.99	999.99	99.99	2099.97	1099.98	1999.98	199.99	3299.94
11	99.99	999.99	99.99	1199.97	999.99	999.99	99.99	2099.97	1099.98	1999.98	199.99	3299.94
12	99.99	999.99	99.99	1199.97	999.99	999.99	99.99	2099.97	1099.98	1999.98	199.99	3299.94
13	99.99	999.99	99.99	1199.97	999.99	999.99	99.99	2099.97	1099.98	1999.98	199.99	3299.94
14	99.99	999.99	99.99	1199.97	999.99	999.99	99.99	2099.97	1099.98	1999.98	199.99	3299.94
15	1199.98	11999.88	1199.88	14399.64	11999.88	11999.88	1199.88	25199.64	13199.76	23999.76	2399.76	39599.28
16												
17												
18	99.99	999.99	99.99	1199.97	999.99	999.99	99.99	2099.97	1099.98	1999.98	199.99	3299.94
19	99.99	999.99	99.99	1199.97	999.99	999.99	99.99	2099.97	1099.98	1999.98	199.99	3299.94
20	99.99	999.99	99.99	1199.97	999.99	999.99	99.99	2099.97	1099.98	1999.98	199.99	3299.94
21	99.99	999.99	99.99	1199.97	999.99	999.99	99.99	2099.97	1099.98	1999.98	199.99	3299.94
22	99.99	999.99	99.99	1199.97	999.99	999.99	99.99	2099.97	1099.98	1999.98	199.99	3299.94
23	99.99	999.99	99.99	1199.97	999.99	999.99	99.99	2099.97	1099.98	1999.98	199.99	3299.94
24	99.99	999.99	99.99	1199.97	999.99	999.99	99.99	2099.97	1099.98	1999.98	199.99	3299.94
25	99.99	999.99	99.99	1199.97	999.99	999.99	99.99	2099.97	1099.98	1999.98	199.99	3299.94
26	99.99	999.99	99.99	1199.97	999.99	999.99	99.99	2099.97	1099.98	1999.98	199.99	3299.94
27	99.99	999.99	99.99	1199.97	999.99	999.99	99.99	2099.97	1099.98	1999.98	199.99	3299.94
28	99.99	999.99	99.99	1199.97	999.99	999.99	99.99	2099.97	1099.98	1999.98	199.99	3299.94
29	99.99	999.99	99.99	1199.97	999.99	999.99	99.99	2099.97	1099.98	1999.98	199.99	3299.94
30	1199.98	11999.88	1199.88	14399.64	11999.88	11999.88	1199.88	25199.64	13199.76	23999.76	2399.76	39599.28
31												
32												
33	99.99	999.99	99.99	1199.97	999.99	999.99	99.99	2099.97	1099.98	1999.98	199.99	3299.94
34	99.99	999.99	99.99	1199.97	999.99	999.99	99.99	2099.97	1099.98	1999.98	199.99	3299.94
35	99.99	999.99	99.99	1199.97	999.99	999.99	99.99	2099.97	1099.98	1999.98	199.99	3299.94
36	99.99	999.99	99.99	1199.97	999.99	999.99	99.99	2099.97	1099.98	1999.98	199.99	3299.94
37	99.99	999.99	99.99	1199.97	999.99	999.99	99.99	2099.97	1099.98	1999.98	199.99	3299.94
38	99.99	999.99	99.99	1199.97	999.99	999.99	99.99	2099.97	1099.98	1999.98	199.99	3299.94
39	99.99	999.99	99.99	1199.97	999.99	999.99	99.99	2099.97	1099.98	1999.98	199.99	3299.94
40	99.99	999.99	99.99	1199.97	999.99	999.99	99.99	2099.97	1099.98	1999.98	199.99	3299.94
41	99.99	999.99	99.99	1199.97	999.99	999.99	99.99	2099.97	1099.98	1999.98	199.99	3299.94
42	99.99	999.99	99.99	1199.97	999.99	999.99	99.99	2099.97	1099.98	1999.98	199.99	3299.94
43	99.99	999.99	99.99	1199.97	999.99	999.99	99.99	2099.97	1099.98	1999.98	199.99	3299.94
44	99.99	999.99	99.99	1199.97	999.99	999.99	99.99	2099.97	1099.98	1999.98	199.99	3299.94
45	1199.98	11999.88	1199.88	14399.64	11999.88	11999.88	1199.88	25199.64	13199.76	23999.76	2399.76	39599.28
46												
47												
48	99.99	999.99	99.99	1199.97	999.99	999.99	99.99	2099.97	1099.98	1999.98	199.99	3299.94
49	99.99	999.99	99.99	1199.97	999.99	999.99	99.99	2099.97	1099.98	1999.98	199.99	3299.94
50				0.00				0.00	0.00	0.00	0.00	0.00
51				0.00				0.00	0.00	0.00	0.00	0.00
52				0.00				0.00	0.00	0.00	0.00	0.00
53				0.00				0.00	0.00	0.00	0.00	0.00
54				0.00				0.00	0.00	0.00	0.00	0.00
55				0.00				0.00	0.00	0.00	0.00	0.00
56				0.00				0.00	0.00	0.00	0.00	0.00
57				0.00				0.00	0.00	0.00	0.00	0.00
58				0.00				0.00	0.00	0.00	0.00	0.00
59				0.00				0.00	0.00	0.00	0.00	0.00
60	199.98	1999.88	199.88	2399.64	1999.88	1999.88	199.88	4199.64	2199.76	3999.76	399.76	6599.28

Monthly Placements – Violations
Part 3

	Z	AA	AB	AC
1				
	Recovery Rate Toll (Total Toll Collected/ Adjusted Toll Placed) (V / J)	Recovery Rate Fee (Total Fee Collected/ Adjusted Fee Placed) (W / K)	Recovery Rate NSF (Total NSF Collected/ Adjusted NSF Placed) (X / L)	Recovery Rate Total (Total Collected/ Adjusted Total Placed) (Y / M)
2				
3	11.11%	2.02%	22.22%	3.01%
4	11.11%	2.02%	22.22%	3.01%
5	11.11%	2.02%	22.22%	3.01%
6	11.11%	2.02%	22.22%	3.01%
7	11.11%	2.02%	22.22%	3.01%
8	11.11%	2.02%	22.22%	3.01%
9	11.11%	2.02%	22.22%	3.01%
10	11.11%	2.02%	22.22%	3.01%
11	11.11%	2.02%	22.22%	3.01%
12	11.11%	2.02%	22.22%	3.01%
13	11.11%	2.02%	22.22%	3.01%
14	11.11%	2.02%	22.22%	3.01%
15	11.11%	2.02%	22.22%	3.01%
16				
17				
18	11.11%	2.02%	22.22%	3.01%
19	11.11%	2.02%	22.22%	3.01%
20	11.11%	2.02%	22.22%	3.01%
21	11.11%	2.02%	22.22%	3.01%
22	11.11%	2.02%	22.22%	3.01%
23	11.11%	2.02%	22.22%	3.01%
24	11.11%	2.02%	22.22%	3.01%
25	11.11%	2.02%	22.22%	3.01%
26	11.11%	2.02%	22.22%	3.01%
27	11.11%	2.02%	22.22%	3.01%
28	11.11%	2.02%	22.22%	3.01%
29	11.11%	2.02%	22.22%	3.01%
30	11.11%	2.02%	22.22%	3.01%
31				
32				
33	11.11%	2.02%	22.22%	3.01%
34	11.11%	2.02%	22.22%	3.01%
35	11.11%	2.02%	22.22%	3.01%
36	11.11%	2.02%	22.22%	3.01%
37	11.11%	2.02%	22.22%	3.01%
38	11.11%	2.02%	22.22%	3.01%
39	11.11%	2.02%	22.22%	3.01%
40	11.11%	2.02%	22.22%	3.01%
41	11.11%	2.02%	22.22%	3.01%
42	11.11%	2.02%	22.22%	3.01%
43	11.11%	2.02%	22.22%	3.01%
44	11.11%	2.02%	22.22%	3.01%
45	11.11%	2.02%	22.22%	3.01%
46				
47				
48	11.11%	2.02%	22.22%	3.01%
49	11.11%	2.02%	22.22%	3.01%
50	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
51	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
52	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
53	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
54	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
55	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
56	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
57	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
58	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
59	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
60	11.11%	2.02%	22.22%	3.01%

Collection Activity by Month – Revoked Accounts
Part 1

Attachment B



New York

**Violation Collection File
Interface Control Document
Version 2.1**

April 2010

Contents

Contents	30
1. Violation Collection File Interface Control Document.....	32
1.1 Overview.....	32
1.2 File Generation Frequency.....	32
1.3 New File Specifications: From NYCSC VENDOR - Collections.....	32
1.3.1 Description.....	32
1.3.2 File Name.....	32
1.3.3 File Layout.....	32
1.3.3.1 File Header Record	32
1.3.3.2 Demographic Information: File Detail Record	33
1.3.3.3 Transaction Information: File Detail Record	33
1.3.3.4 Transaction Information: Account Summary Record.....	35
1.3.3.5 File Trailer Record.....	35
1.4 Update File Specification: From NYCSC VENDOR to Collection	36
1.4.1 Description.....	36
1.4.2 File Name.....	36
1.4.3 File Layout.....	36
1.4.3.1 File Header Record	36
1.4.3.2 Demographic Information: File Detail Record	36
1.4.3.3 Transaction Information: File Detail Record	36
1.4.3.4 Transaction Information: Account Summary Record.....	38
1.4.3.5 File Trailer Record.....	38
1.5 Response File Specification: From Collection to NYCSC VENDOR	39
1.5.1 Description.....	39
1.5.2 File Name.....	39
1.5.3 File Layout.....	39
1.5.3.1 File Header Record	39
1.5.3.2 Demographic Information: File Detail Record	39
1.5.3.3 Transaction Information: File Detail Record.....	40
1.5.3.4 Transaction Information: Account Summary Record.....	41
1.5.3.5 File Trailer Record.....	42
1.6 Acknowledgement File – From Collection Agency to NYCSC VENDOR	43
1.6.1 Description.....	43
1.6.2 File Name.....	43
1.6.3 File Layout.....	43
1.7 Acknowledgement File – From NYCSC VENDOR to Collection Agency	44
1.7.1 Description.....	44
1.7.2 File Name.....	44
1.7.3 File Layout.....	44
1.8 File Transmission.....	45
1.9 Tables.....	46
1.9.1 Agency ID Mapping Table	46
1.9.2 COLLECTION AGENCY DISPOSITION CODE / NYCSC STATUS	47
1.9.3 Plaza description.....	48
1.9.3.1 NYSTA Plaza Description	48
1.9.3.2 MTA B&T Plaza Description	49
1.9.3.3 Port Authority of NY & NJ Plaza Description	50

1.9.3.4 NYSBA Plaza Description.....	50
1.10 Revision Details	51

Violation Collection File Interface Control Document

Overview

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

File Generation Frequency

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

New File Specifications: From NYCSC VENDOR - Collections

c) Description

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

d) File Name

AAAA_COLL_YYYYMMDDHHMMSS.NEW

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

e) File Layout

File Header Record

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

Demographic Information: File Detail Record

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

Transaction Information: File Detail Record

Field #	Field	Length	Data Type	Description
1.	RECORDTYPE	1	Char	Always 'V'
2.	ACCOUNTNO	20	Char	NY E-ZPass account number
3.	CITATIONNUMBER	20	AlphaNum	Notice Number begins with 'T'
4.	CITATIONDETAILSEQ	5	Char	Violation sequence # in the notice
5.	CITATIONDATE	8	Char	First notice issuance date
6.	AGENCYID	2	Char	Agency where the violation occurred (See Table r))
7.	TXDATE	8	Char	Violation Occurrence Date
8.	TXTIME	8	Char	Violation Occurrence Time
9.	PLAZA	5	Char	External Plaza where the violation occurred
10.	LANE	5	Char	External Lane where the violation occurred
11.	PLATE_STATE	2	Char	License plate State
12.	PLATE_NUMBER	10	AlphaNum	License plate number
13.	PLATE_TYPE	4	CHAR	License plate Type
14.	PLATE_COUNTRY	4	Char	License plate country
15.	DEVICE_NO	13	CHAR	Device Number. Blank if not available.
16.	SIGN INDICATOR	1	Sign	(-) for Receivable Amount/ (+) for Paid Amount

Field #	Field	Length	Data Type	Description
17.	TOLL_BALANCE	8	Number	Toll Balance on the violation. LPAD zeros for remaining NUMERIC fields. E.g., a positive amount of \$30.00 is represented as 00003000
18.	SIGN_INDICATOR	1	Sign	(-) for Receivable Amount/ (+) for Paid Amount
19.	FEE_BALANCE	8	Number	Fee balance on the Violation. LPAD zeros for remaining NUMERIC fields. E.g., a positive amount of \$30.00 is represented as 00003000
20.	SIGN_INDICATOR	1	Sign	(-) for Receivable Amount/ (+) for Paid Amount
21.	NSF_BALANCE	8	Number	NSF balance on the Violation. LPAD zeros for remaining NUMERIC fields. E.g., a positive amount of \$30.00 is represented as 00003000
22.	SIGN_INDICATOR	1	Sign	(-) for Receivable Amount/ (+) for Paid Amount
23.	TOLL_PAID	8	Number	Toll Paid on the violation. LPAD zeros for remaining NUMERIC fields. E.g., a positive amount of \$30.00 is represented as 00003000
24.	SIGN_INDICATOR	1	Sign	(-) for Receivable Amount/ (+) for Paid Amount
25.	FEE_PAID	8	Number	Fee Paid on the Violation. LPAD zeros for remaining NUMERIC fields. E.g., a positive amount of \$30.00 is represented as 00003000
26.	SIGN_INDICATOR	1	Sign	(-) for Receivable Amount/ (+) for Paid Amount
27.	NSF_PAID	8	Number	NSF Paid on the Violation. LPAD zeros for remaining NUMERIC fields. E.g., a positive amount of \$30.00 is represented as 00003000
28.	SIGN_INDICATOR	1	Sign	(-) for Receivable Amount/ (+) for Paid Amount
29.	TOLL_DISMISSED	8	Number	Sum of Toll Write-Off on the violation LPAD zeros for remaining NUMERIC fields. E.g., a positive amount of \$30.00 is represented as 00003000
30.	SIGN_INDICATOR	1	Sign	(-) for Receivable Amount/ (+) for Paid Amount
31.	FEE_DISMISSED	8	Number	Sum of Fee Write-Off on the violation LPAD zeros for remaining NUMERIC fields. E.g., a positive amount of \$30.00 is represented as 00003000
32.	SIGN_INDICATOR	1	Sign	(-) for Receivable Amount/ (+) for Paid Amount
33.	NSF_DISMISSED	8	Number	Sum of NSF Write-Off on the violation LPAD zeros for remaining NUMERIC fields. E.g., a positive amount of \$30.00 is represented as 00003000
34.	IMAGE_NAME	35	AlphaNum	Violation Image Name
35.	COLLECTION AGENCY DISPOSITION CODE / NY CSC STATUS	4	Numeric	Collection Agency Disposition Code/ NY CSC Status (See 1.9.2)
36.	LANE_TX_ID	22	Numeric	Numeric with leading zeros

Field #	Field	Length	Data Type	Description

Transaction Information: Account Summary Record

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

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

File Trailer Record

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

Update File Specification: From NYCSC VENDOR to Collection

f) Description

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

g) File Name

AAAA_COLL_YYYYMMDDHHMMSS.UPD

h) File Layout

File Header Record

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

Demographic Information: File Detail Record

Field #	Field	Length	Data Type	Description
12.	RECORDTYPE	1	Char	Always 'A'
13.	ACCOUNTNO	16	Char	NY E-ZPass Account Number. RPAD spaces
14.	FIRSTNAME	40	Char	First Name
15.	LASTNAME	40	Char	Last Name
16.	COMPANYNAME	50	Char	Company Name - For Account_type COML or Business
17.	STREET_1	40	Char	Address Line1
18.	STREET_2	40	Char	Address Line1
19.	CITY	30	Char	City
20.	ZIPCODE	6	Char	Zip Code
21.	STATE	2	Char	State
22.	ACCOUNT_TYPE	2	Char	01 PRIVATE 02 COMMERCIAL 03 BUSINESS 08 PVIOLATOR 09 NONREVENUE 10 CVIOLATOR

Transaction Information: File Detail Record

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

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

Transaction Information: Account Summary Record

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

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

File Trailer Record

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

Response File Specification: From Collection to NYCSC VENDOR

i) Description

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

j) File Name

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

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

k) File Layout

File Header Record

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

Demographic Information: File Detail Record

Field #	Field	Length	Data Type	Description
23.	RECORDTYPE	1	Char	Always 'A'
24.	ACCOUNTNO	16	Char	NY E-ZPass Account Number. RPAD spaces

Field #	Field	Length	Data Type	Description
25.	FIRSTNAME	40	Char	First Name
26.	LASTNAME	40	Char	Last Name
27.	COMPANYNAME	50	Char	Company Name - For Account_type COML or Business
28.	STREET_1	40	Char	Address Line1
29.	STREET_2	40	Char	Address Line1
30.	CITY	30	Char	City
31.	ZIPCODE	6	Char	Zip Code
32.	STATE	2	Char	State
33.	ACCOUNT_TYPE	2	Char	01 PRIVATE 02 COMMERCIAL 03 BUSINESS 08 PVIOLATOR 09 NONREVENUE 10 CVIOLATOR

Transaction Information: File Detail Record

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

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

Transaction Information: Account Summary Record

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

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

File Trailer Record

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

Acknowledgement File – From Collection Agency to NYCSC VENDOR

l) Description

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

m) File Name

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

n) File Layout

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

Field #	Field Name	Length	Data Type	Description
1.	ORIGINAL FILE NAME BEING ACKNOWLEDGED	28	STRING	
2.	FILE PROCESSING STATUS	2	NUMBER	00 = Success, 01 = Failure to read.
3.	ACKNOWLEDGEMENT FILE CREATION TIMESTAMP	14	DATE	YYYYMMDDHHMMSS in 24-hour format
4.	TOTAL NO. OF TRANSACTIONS FROM SEND FILE	9	NUMBER	LPAD zeros
5.	SIGN INDICATOR	1	Sign	(-) for Receivable Amount/ (+) for Paid Amount
6.	TOTAL DOLLAR AMOUNT FROM SEND FILE	11	NUMBER	First field is sign indicator (-), then LPAD zeros for remaining NUMERIC fields. E.g., a negative balance of \$150,000.25 is represented as 0001500025

Acknowledgement File – From NYCSC VENDOR to Collection Agency

o) Description

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

p) File Name

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

q) File Layout

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

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

File Transmission

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

Tables

r) Agency ID Mapping Table

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

s) **COLLECTION AGENCY DISPOSITION CODE / NYCSC STATUS**

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

t) Plaza description

NYSTA Plaza Description

PLAZA ID	EXTERN PLAZA ID	PLAZA ABBREVIATION	PLAZA NAME
1	6	YK	YONKERS TOLL
2	8	HA	HARRIMAN
3	9	TZ	TAPPAN ZEE BRIDGE
4	14	SV	SPRING VALLEY
5	15	15	WOODBURY
6	16	16	HARRIMAN ENTRY
7	16H	16H	HARRIMAN EXIT
8	16W	16W	HARRIMAN ENTRY
9	16X	16X	HARRIMAN EXIT
10	17	17	NEWBURGH
11	18	18	NEW PALTZ
12	19	19	KINGSTON
13	20	20	SAUGERTIES
14	20E	20E	SAUGERTIES
15	20W	20W	SAUGERTIES
16	21	21	CATSKILL
17	21B	21B	COXSACKIE
18	22	22	SELKIRK
19	23	23	ALBANY I-787
20	24	24	ALBANY I-87
21	25	25	SCHENECTADY I-890
22	25A	25A	SCHENECTADY I-88
23	26	26	SCHENECTADY I890/Rt5
24	27	27	AMSTERDAM
25	28	28	FULTONVILLE
26	29	29	CANAJOHARIE
27	29A	29A	LITTLE FALLS
28	30	30	HERKIMER
29	31	31	UTICA
30	32	32	WESTMORELAND
31	33	33	VERONA
32	34	34	CANASTOTA
33	34A	34A	SYRACUSE I-490
34	35	35	SYRACUSE Rt 298
35	36	36	SYRACUSE I-81
36	37	37	SYRACUSE Liverpool
37	38	38	SYRACUSE Electron PK
38	39	39	SYRACUSE I-690
39	40	40	WEEDSPORT
40	41	41	WATERLOO
41	42	42	GENEVA
42	43	43	MANCHESTER
43	44	44	CANANDAIGUA

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

MTA B&T Plaza Description

PLAZA ID	EXTERN PLAZA ID	PLAZA ABBREVIATION	PLAZA NAME
201	1	TBB	TRIBOROUGH BRONX
202	2	TBM	TRIBOROUGH MNHTN
203	3	BWB	BRONX WHITESTONE BR
204	4	HHB	HENRY HUDSON BR
205	5	MPB	MARINE PARKWAY
206	6	CBB	CROSS BAY BR
207	7	QMT	QUEENS MIDTOWN
208	8	BBT	BROOKLYN BATTERY
209	9	TNB	THROGS NECK BR.
210	10	TNB	THROGS NECK BR
211	11	VNB	VERRAZANO NARROWS BR
212	12	VNB	VERRAZANO NARROWS BR
213	13	CBB	CROSS BAY BR
214	14	MP	MARINE PARKWAY
215	15	TB	TRIBOROUGH BRONX
216	16	TM	TRIBOROUGH MNHTN
217	17	BWB	BRONX WHITESTONE
218	18	HH	HENRY HUDSON BR
219	19	QMT	QUEENS MIDTOWN
220	20	BBT	BROOKLYN BATTERY
1155	908	908	MTA-Overcharge

Port Authority of NY & NJ Plaza Description

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

NYSBA Plaza Description

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

Revision Details

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



New York

**Negative Account Balance
Collection - Interface Control
Document (ICD)**

Rev. 2.1

April 2010

Attachment C

Table of Contents

Table of Contents	2
1.1 Term Definitions	3
1.2 Collection Send File – New Accounts	4
1.2.1 Description.....	4
1.2.2 File Name.....	4
1.2.3 File Layout.....	4
1.3 Collection Send File – Update Accounts	8
1.3.1 Description.....	8
1.3.2 File Name.....	8
1.3.3 File Layout.....	8
1.4 Collection Posting (RCVD) File.....	12
1.4.1 Description.....	12
1.4.2 File Name.....	12
1.4.3 File Layout.....	14
1.5 Acknowledgement File – From Collection Agency to NYCSC VENDOR.....	18
1.5.1 Description.....	18
1.5.2 File Name.....	18
1.5.3 File Layout.....	18
1.6 Acknowledgement File – From NYCSC VENDOR to Collection Agency.....	18
1.6.1 Description.....	19
1.6.2 File Name.....	19
1.6.3 File Layout.....	19
1.7 File Transmission	20
1.8 Revision History	21

Attachment C

1.1 Term Definitions

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

1.2 Collection Send File – New Accounts

1.2.1 Description

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

1.2.2 File Name

1. *{AGENCY SHORT NAME, max 4 chars}_COLLNEW_{8-digit sequence no.}_MMDDYYYY.DAT*
2. *AGENCY SHORT NAME* – E.g., **NY** for accounts belonging to *New York State Thruway*, **TB** for accounts belonging to *MTA B&T*, and **PA** for accounts belonging to *Port Authority of NY & NJ*.
3. *8-digit sequence no.* – This will be a unique no. which will be determine the chronological order in which files should be processed by the recipient. This will be unique across all files (both NEW and UPD files) sent for collection.
4. *MMDDYYYY* – 2-digit month (MM), 2-digit day (DD), 4-digit year (YYYY) of the date the file was created. E.g., File name created on May 15, 2003 for *New York State Thruway* will have the format
NY_COLLNEW_0000001_05152003.DAT

1.2.3 File Layout

1.2.3.1 Header Record

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

Attachment C

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

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

1.2.3.2 Detail Record

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

Field #	Field Name	Length	Data Type	Optional	Format	Description
1	Transaction Type	1	CHAR			Value = N (New record)
2	Account Number	16	STRING			RPAD spaces
3	Account Type	2	NUMBER			LPAD zeros; Values = 01 for Private Accounts, 02 for Commercial Accounts, 03 for Business Accounts.
4	Agency Code	4	STRING			Values = NY, TB, PA; RPAD spaces
5	First Name	25	STRING			RPAD spaces; Contact First Name for Business Accounts
6	Middle Name	25	STRING	Y		RPAD spaces; Contact Middle Name for Business Accounts
7	Last Name	25	STRING			RPAD spaces; Contact Last Name for Business Accounts
8	Company Name	50	STRING	Y		RPAD spaces. Business accounts only.
9	Address Line 1	40	STRING			RPAD spaces
10	Address Line 2	40	STRING	Y		RPAD spaces
11	City	28	STRING			RPAD spaces

Attachment C

12	State	2	STRING			
13	Zip Code	6	STRING			RPAD spaces
14	ZipPlus4	4	NUMBER	Y		Spaces if not available.
15	Country	4	STRING			RPAD spaces
16	Day Phone	10	NUMBER	Y		No special characters. E.g., 2403141553 or spaces
17	Evening Phone	10	NUMBER	Y		No special characters. E.g., 2403141553 or spaces
18	Original Balance When Revocation Process Started	9	SIGNED NUMBER		1,6,2	First field is sign indicator (-), then LPAD zeros for remaining 8 NUMERIC fields. E.g., a negative balance of \$75.25 is represented as -00007525
19	Date Revocation Process Started	8	DATE			YYYYMMDD
20	Tag Deposit Forfeited	9	SIGNED NUMBER		1,6,2	This field will reflect the existing tag deposit for the account when it was revoked. First field is sign indicator (+), then LPAD zeros for remaining 8 NUMERIC fields. E.g., a positive amount of \$30.00 is represented as +00003000
21	Lost Tag Fees	9	SIGNED NUMBER		1,6,2	This field will reflect the lost tag fees charged to the account when it was revoked. First field is sign indicator (-), then LPAD zeros for remaining 8 NUMERIC fields. E.g., a negative amount of \$50.00 is represented as -00005000
22	Account Revocation Fee	9	SIGNED NUMBER		1,6,2	This field will reflect the account revocation fee that was charged to the account when it was revoked. First field is sign indicator (-), then LPAD zeros for remaining 8 NUMERIC fields. E.g., a negative amount of \$25.00 is represented as -00002500
23	Account Balance After RVKF	9	SIGNED NUMBER		1,6,2	Current balance before account goes to RVKF status without any fees being applied. First field is sign indicator (-), then LPAD zeros for remaining 8 NUMERIC fields. E.g., a negative balance of \$90.25 is represented as -00009025
24	Date Went RVKF	8	DATE			YYYYMMDD
25	Current Balance For Collection	9	SIGNED NUMBER		1,6,2	This reflects the most recent collection amount before account goes to collection agency. This amount is inclusive of all fees and credits applied. A -ve balance is amount customer owes, a +ve value is the balance refundable to the customer. First field is sign indicator (-), then LPAD zeros for remaining 8 NUMERIC fields. E.g., a negative balance of \$188.25 is represented as -00018825
26	Violation Balance When Sent For Collection	9	SIGNED NUMBER		1,6,2	Current violation balance before account goes to collection agency. First field is sign indicator (+ / -), then LPAD zeros for remaining 8 NUMERIC fields. E.g., a negative balance of \$15.25 is represented as -00001525

Attachment C

1.2.3.3 Trailer Record

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

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

1.3 Collection Send File – Update Accounts

1.3.1 Description

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

1.3.2 File Name

1. *{AGENCY SHORT NAME, max 4 chars}_COLLUPD_{8-digit sequence no.}_MMDDYYYY.DAT*
2. *AGENCY SHORT NAME* – E.g., **NY** for accounts belonging to *New York State Thruway*, **TB** for accounts belonging to *MTA B&T*, and **PA** for accounts belonging to *Port Authority of NY & NJ*.
3. *8-digit sequence no.* – This will be a unique no. which will determine the chronological order in which files should be processed. This will be unique across all files (both NEW and UPD files) sent for collection.
4. *MMDDYYYY* – 2-digit month (MM), 2-digit day (DD), 4-digit year (YYYY) of the date the file was created. E.g., File name created on May 15, 2003 for *New York State Thruway* will have the format **NY_COLLUPD_00000002_05152003.DAT**

1.3.3 File Layout

1.3.3.1 Header Record

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

Attachment C

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

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

1.3.3.2 Detail Record

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

Attachment C

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

Attachment C

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

1.3.3.3 Trailer Record

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

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

Attachment C

1.4 Collection Posting (RCVD) File

1.4.1 Description

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

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

1.4.2 File Name

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

Attachment C

2. *AGENCY SHORT NAME* – E.g., **NY** for accounts belonging to *New York State Thruway*, **TB** for accounts belonging to *MTA B&T*, and **PA** for accounts belonging to *Port Authority of NY & NJ*.
3. *8-digit sequence no.* – This will be a unique no. which will determine the chronological order in which files should be processed. This will be unique across all files received from collection.
4. *MMDDYYYY* – 2-digit month (MM), 2-digit day (DD), 4-digit year (YYYY) of the date the file was created. E.g., File name created on May 15, 2003 for **NY_COLLRCVD_0000003_05152003.DAT**

Attachment C

1.4.3 File Layout

1.4.3.1 Header Record

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

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

1.4.3.2 Detail Record

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

Attachment C

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

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

Attachment C

					The code may be followed by additional remarks from the collection agency that will be displayed for the CSC to review.
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1.4.3.2.1 COLLECTION AGENCY DISPOSITION CODE / NYCSC STATUS

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

Attachment C

1.4.3.3 Trailer Record

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

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

Attachment C

1.5 Acknowledgement File – From Collection Agency to NYCSC VENDOR

1.5.1 Description

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

1.5.2 File Name

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

1.5.3 File Layout

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

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

1.6 Acknowledgement File – From NYCSC VENDOR to Collection Agency

Attachment C

1.6.1 Description

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

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

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

1.6.2 File Name

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

1.6.3 File Layout

1.6.3.1 Header Record

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

Field #	Field Name	Length	Data Type	Format	Description
1	Transaction Type	1	STRING		VALUE=H
2	Original File Name being Acknowledged	35	STRING	See Section 1.4.2	
3	Original File Sequence Number	8	NUMBER		
4	File Processing Status	2	NUMBER		00 = File is successfully processed. Any rejected payments will in detail record. 01 = Failure to read. The file is not processed. No detail records will be sent
5	Acknowledgement File Creation Timestamp	14	DATE		YYYYMMDDHHMNSS in 24-hour format
6	Total no. of transactions from trailer in RCVD file	9	NUMBER		LPAD zeros
7	Total \$\$ amount for payments from trailer in RCVD file	12	SIGNED NUMBER	1,9,2	First field is sign indicator (+), then LPAD zeros for remaining 9 NUMERIC fields. E.g., a positive balance of \$150,000.25 is represented as

Attachment C

					+00015000025
8	Total \$\$ amount for dismissals from trailer in RCVD file	12	SIGNED NUMBER	1,9,2	First field is sign indicator (+), then LPAD zeros for remaining 9 NUMERIC fields. E.g., a positive balance of \$150,000.25 is represented as +00015000025
9	Total \$\$ amount for uncollectibles from trailer in RCVD file	12	SIGNED NUMBER	1,9,2	First field is sign indicator (+), then LPAD zeros for remaining 9 NUMERIC fields. E.g., a positive balance of \$150,000.25 is represented as +00015000025

1.6.3.2 Detail Record

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

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

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

1.7 File Transmission

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

Attachment C

1.8 Revision History

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

STANDARD CONTRACT TERMS AND CONDITIONS

PART I GENERAL DEFINITIONS..... 3

PART II GENERAL PROVISIONS..... 4

1. Facility Rules and Regulations of The Port Authority 4

2. Contractor Not An Agent..... 5

3. Contractor's Warranties 5

4. Personal Non-Liability..... 6

5. Equal Employment Opportunity, Affirmative Action, Non-Discrimination..... 6

6. Rights and Remedies of the Port Authority 6

7. Rights and Remedies of the Contractor 6

8. Submission To Jurisdiction..... 7

9. Harmony 7

10. Claims of Third Persons 8

11. No Third Party Rights..... 8

12. Provisions of Law Deemed Inserted..... 8

13. Costs Assumed By The Contractor..... 8

14. Default, Revocation or Suspension of Contract 8

15. Sales or Compensating Use Taxes..... 11

16. No Estoppel or Waiver 11

17. Records and Reports 12

18. General Obligations 13

19. Assignments and Subcontracting..... 14

20. Indemnification and Risks Assumed By The Contractor 14

21. Approval of Methods..... 15

22. Safety and Cleanliness..... 15

23. Accident Reports 16

24. Trash Removal..... 16

25. Lost and Found Property 16

26. Property of the Contractor 16

27. Modification of Contract 16

28. Invalid Clauses..... 17

29. Approval of Materials, Supplies and Equipment..... 17

30. Intellectual Property..... 17

31. Contract Records and Documents – Passwords and Codes..... 18

32. Designated Secure Areas 18

33. Notification of Security Requirements 18

34. Construction In Progress..... 20

35. Permit-Required Confined Space Work 21

36. Signs 21

37. Vending Machines, Food Preparation 21

38. Confidential Information/Non-Publication..... 21

39. Time is of the Essence 22

40. Holidays..... 22

41. Personnel Standards..... 22

42. General Uniform Requirements for Contractor’s Personnel 23

43. Labor, Equipment and Materials Supplied by the Contractor 23

44.	Contractor's Vehicles – Parking - Licenses.....	23
45.	Manager's Authority.....	24
46.	Price Preference.....	24
47.	M/WBE Good Faith Participation.....	24

PART III CONTRACTOR'S INTEGRITY PROVISIONS..... 25

1.	Certification of No Investigation (criminal or civil anti-trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Information.....	25
2.	Non-Collusive Bidding, and Code of Ethics Certification, Certification of No Solicitation Based On Commission, Percentage, Brokerage, Contingent or Other Fees.....	26
3.	Bidder Eligibility for Award of Contracts - Determination by an Agency of the State of New York or New Jersey Concerning Eligibility to Receive Public Contracts.....	27
4.	Contractor Responsibility, Suspension of Work and Termination.....	28
5.	No Gifts, Gratuities, Offers of Employment, Etc.	28
6.	Conflict of Interest.....	29
7.	Definitions.....	30

STANDARD CONTRACT TERMS AND CONDITIONS

PART I GENERAL DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

- (a) Black persons having origins in any of the Black African racial groups not of Hispanic origin;
- (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race;
- (c) Asian and Pacific Islander persons having origins in any of the original peoples of the Far East,

Southeast Asia, The Indian Subcontinent, or the Pacific Islands;

- (d) Native American or Alaskan native persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

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

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

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

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

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

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

PART II GENERAL PROVISIONS

1. Facility Rules and Regulations of The Port Authority

- a. The Contractor shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the facility Rules and Regulations of the Port Authority now in effect, and such further reasonable Rules and Regulations which may from time to time during the term of this Agreement be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance and efficient operation of the Facility. The Port Authority agrees that, except in case of emergency, it shall give notice to the Contractor of every Rule and Regulation hereafter adopted by it at least five days before the Contractor shall be required to comply therewith.
- b. A copy of the facility Rules and Regulations of the Port Authority shall be available for review by the Contractor at the Office of the Secretary of the Port Authority.

2. Contractor Not An Agent

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

3. Contractor's Warranties

The Contractor represents and warrants:

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

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

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

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

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

4. Personal Non-Liability

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

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

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

6. Rights and Remedies of the Port Authority

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

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

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

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

7. Rights and Remedies of the Contractor

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

8. Submission To Jurisdiction

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

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

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

9. Harmony

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

The Contractor shall immediately give notice to the Port Authority (to be followed by written notices and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof. The Contractor shall use its best efforts to resolve any such complaint, trouble, dispute or controversy. If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Contractor at the Facility or against any operations of the Contractor under this Contract, whether or not caused by the employees of the Contractor, and if any of the foregoing, in the opinion of the Port Authority, results or is likely to result in any curtailment or diminution of the services to be performed hereunder or to interfere with or affect the operations of the Port Authority, or to interfere with or affect the operations of lessees, licensees, or other users of the Facility or in the event of any other cessation or stoppage of operations by the Contractor hereunder for any reason whatsoever, the Port Authority shall have the right at any time during the continuance thereof to suspend the operations of the Contractor under this Contract, and during the period of the suspension the Contractor shall not perform its services hereunder and the Port Authority shall have the right during said period to itself or by any third person or persons selected by it to perform said services of the Contractor using the equipment which is used by the Contractor in its operations hereunder as the Port Authority deems necessary and without cost to the Port Authority. During such time of suspension, the Contractor shall not be entitled to any compensation. Any flat fees, including management fees, shall be prorated. Prior to the exercise of such right by the Port Authority, it shall give the Contractor notice thereof, which notice may be oral. No exercise by the Port Authority of the rights granted to it in the above subparagraph shall be or be deemed to be a waiver of any rights of termination or revocation contained in this Contract or a waiver of any rights or remedies which may be available to the Port Authority under this Contract or otherwise.

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

The Contractor shall so plan and conduct its operations as to work in harmony with others engaged at

the site and not to delay, endanger or interfere with the operation of others (whether or not specifically mentioned above), all to the best interests of the Port Authority and the public as may be directed by the Port Authority.

10. Claims of Third Persons

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

11. No Third Party Rights

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

12. Provisions of Law Deemed Inserted

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

13. Costs Assumed By The Contractor

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

14. Default, Revocation or Suspension of Contract

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

1. If fire or other cause shall destroy all or a substantial part of the Facility.
2. If any governmental agency shall condemn or take a temporary or permanent interest in all or a substantial part of the Facility, or all of a part of the Port Authority's interest herein;

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

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

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

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

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

c. If any of the following shall occur:

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

then upon the occurrence of any such event or during the continuance thereof, the Port Authority shall have the right on twenty four (24) hours notice to the Contractor to terminate this Contract and

the rights of the Contractor hereunder, termination to be effective upon the date and time specified in such notice. Termination shall not relieve the Contractor of any liabilities which shall have accrued on or prior to the effective date of termination.

- d. If any of the events enumerated in this Section shall occur prior to commencement date of this Contract the Port Authority upon the occurrence of any such event or any time thereafter during the continuance thereof by twenty-four (24) hours notice may terminate or suspend this Contract and the rights of the Contractor hereunder, such termination or suspension to be effective upon the date specified in such notice.
- e. No payment by the Port Authority of any monies to the Contractor for any period or periods after default of any of the terms, covenants or conditions hereof to be performed, kept and observed by the Contractor and no act or thing done or omitted to be done by the Port Authority shall be deemed to be a waiver of the right of the Port Authority to terminate this Contract or of any other right or remedies to which the Port Authority may be entitled because of any breach thereof. No waiver by the Port Authority of any default on the part of the Contractor in the performance of any of the terms, covenants and conditions hereof to be performed, kept or observed by the Contractor shall be or be construed to be a waiver by the Port Authority of any other subsequent default in the performance of any of the said terms, covenants and conditions.
- f. In addition to all other rights of revocation or termination hereunder and notwithstanding any other provision of this Contract the Port Authority may terminate this Contract and the rights of the Contractor hereunder without cause at any time upon five (5) days written notice to the Contractor and in such event this Contract shall cease and expire on the date set forth in the notice of termination as fully and completely as though such dates were the original expiration date hereof and if such effective date of termination is other than the last day of the month, the amount of the compensation due to the Contractor from the Port Authority shall be prorated when applicable on a daily basis. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions already performed but no allowance shall be made for anticipated profits.
- g. Any right of termination contained in this paragraph, shall be in addition to and not in lieu of any and all rights and remedies that the Port Authority shall have at law or in equity consequent upon the Contractor's breach of this Contract and shall be without prejudice to any and all such other rights and remedies. It is hereby specifically agreed and understood that the exercise by the Port Authority of any right of termination set forth in this paragraph shall not be or be deemed to be an exercise by the Port Authority of an election of remedies so as to preclude the Port Authority from any right to money damages it may have for the period prior to the effective date of termination to the original expiration date of the Contract, and this provision shall be deemed to survive the termination of this Contract as aforesaid.
- h. If (1) the Contractor fails to perform any of its obligations under this Contract or any other agreement between the Port Authority and the Contractor (including its obligation to the Port Authority to pay any claim lawfully made against it by any supplier, subcontractor or worker or other person which arises out of or in connection with the performance of this Contract or any other agreement with the Port Authority) or (2) any claim (just or unjust) which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor is made against the Port Authority or (3) any subcontractor under this Contract or any other agreement between the Port Authority and the Contractor fails to pay any claims lawfully made against it by any supplier, subcontractor, worker or other third person which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor or if in the opinion of the Port Authority any of the aforesaid contingencies is likely to arise, then the Port Authority shall have the right, in its discretion, to withhold out of any payment (final or

otherwise) such sums as the Port Authority may deem ample to protect it against delay or loss or to assure the payment of just claims of third persons, and to apply such sums in such manner as the Port Authority may deem proper to secure such protection or satisfy such claims. All sums so applied shall be deducted from the Contractor's compensation. Omission by the Port Authority to withhold out of any payment, final or otherwise, a sum for any of the above contingencies, even though such contingency has occurred at the time of such payment, shall not be deemed to indicate that the Port Authority does not intend to exercise its right with respect to such contingency. Neither the above provisions for rights of the Port Authority to withhold and apply monies nor any exercise or attempted exercise of, or omission to exercise, such rights by the Port Authority shall create any obligation of any kind to such supplier, subcontractors, worker or other third persons. If, however, the payment of any amount due the Contractor shall be improperly delayed, the Port Authority shall pay the Contractor interest thereon at the rate of 6% per annum for the period of the delay, it being agreed that such interest shall be in lieu of and in liquidation of any damages to the Contractor because of such delay.

- i. If the Port Authority has paid any sum or has incurred any obligation or expense which the Contractor has agreed to pay or reimburse the Port Authority, or if the Port Authority is required or elects to pay any sum or sums or incurs any obligations or expense by reason of the failure, neglect or refusal of the Contractor to perform or fulfill any one or more of the conditions, covenants, or agreements contained in this Contract, or as a result of an act of omission of the Contractor contrary to the said conditions, covenants and agreements, the Contractor shall pay to the Port Authority the sum or sums so paid or expense so incurred, including all interests, costs and damages, promptly upon the receipt of the Port Authority's statement therefore. The Port Authority may, however, in its discretion, elect to deduct said sum or sums from any payment payable by it to the Contractor.
- j. If the Port Authority pays any installment to the Contractor without reducing said installment as provided in this Contract, it may reduce any succeeding installment by the proper amount, or it may bill the Contractor for the amount by which the installment paid should have been reduced and the Contractor shall pay to the Port Authority any such amount promptly upon receipt of the Port Authority's statement therefore.
- k. The Port Authority shall also have the rights set forth above in the event the Contractor shall become insolvent or bankrupt or if his affairs are placed in the hands of a receiver, trustee or assignee for the benefit of creditors.

15. Sales or Compensating Use Taxes

Purchases of services and tangible personal property by the Port Authority in the States of New York and New Jersey are generally exempt from state and local sales and compensating use taxes, and from most federal excises (Taxes). Therefore, the Port Authority's purchase of the Contractor's services under this Contract is exempt from Taxes. Accordingly, the Contractor must not include Taxes in the price charged to the Port Authority for the Contractor's services under this Contract. The Contractor certifies that there are no such taxes included in the prices for this Contract. The Contractor shall retain a copy of this Contract to substantiate the exempt sale.

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

16. No Estoppel or Waiver

The Port Authority shall not be precluded or estopped by any payment, final or otherwise, issued or made under this Contract, from showing at any time the true amount and character of the services performed, or

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

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

17. Records and Reports

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

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

The Contractor (and its subcontractors) shall, at its own expense, install, maintain and use such equipment and devices for recording the labor hours of the service as shall be appropriate to its business and necessary or desirable to keep accurate records of the same and as the general manager or the Facility Manager may from time to time require, and the Contractor (and its subcontractors) shall at all reasonable times allow inspection by the agents and employees of the Port Authority of all such equipment or devices.

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

Page 12 of 30

Contract.

18. General Obligations

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

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

1. will invalidate or be in conflict with any fire insurance policies covering the Facility or any part thereof or upon the contents of any building thereon; or
2. will increase the rate of any fire insurance, extended coverage or rental insurance on the Facility or any part thereof or upon the contents of any building thereon; or
3. in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risk normally attendant upon the operations contemplated by this Contract; or
4. may cause or produce in the premises, or upon the Facility any unusual, noxious or objectionable smoke, gases, vapors, odors; or
5. may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Facility; or
6. shall constitute a nuisance in or on the Facility or which may result in the creation,

Page 13 of 30

commission or maintenance of a nuisance in or on the Facility.

- f. If by reason of the Contractor's failure to comply with the provisions of this Section and provided the Port Authority has given the Contractor five (5) days written notice of its failure and the Contractor shall not have cured said failure within said five (5) days, any fire insurance, extended coverage or rental insurance rate on the Facility or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Contractor shall on demand pay the Port Authority that part of all fire insurance, extended coverage or rental insurance premiums paid or payable by the Port Authority which shall have been charged because of such violations by the Contractor.
- g. The Contractor shall conduct its operations hereunder so as not to endanger, unreasonably interfere with, or delay the operations or activities of any tenants or occupants on the premises or the Facility and, moreover, shall use the same degree of care in performance on the premises as would be required by law of the Port Authority and shall conduct operations hereunder in a courteous, efficient and safe manner.
- h. The Contractor shall provide such equipment and medical facilities as may be necessary to supply first aid service in case of accidents to its personnel who may be injured in the furnishing of service hereunder. The Contractor shall maintain standing arrangements for the removal and hospital treatment of any of its personnel who may be injured.

19. Assignments and Subcontracting

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

20. Indemnification and Risks Assumed By The Contractor

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

The Contractor assumes the following risks, whether such risks arise from acts or omissions (negligent or not) of the Contractor, the Port Authority or third persons (including Contractor's employees, employees, officers, and agents of the Port Authority) or from any other cause, excepting only risks occasioned solely by affirmative willful acts of the Port Authority done subsequent to the opening of proposals on this Contract,

and shall to the extent permitted by law indemnify the Port Authority for all loss or damage incurred in connection with such risks:

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

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

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

21. Approval of Methods

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

22. Safety and Cleanliness

- a. The Contractor shall, in the furnishing of services hereunder, exercise every precaution to prevent injury to person or damage to property or environmental impairment and avoid inconvenience to the occupants of or any visitors to the Facility. The Contractor shall, without limiting the generality hereof, place such personnel, erect such barricades and railings, give such warnings, display such lights, signals or signs, place such cones and exercise precautions as may be necessary, proper or desirable.

- b. The Contractor shall in case of unsafe floor conditions due to construction, wetness, spillage, sickness and all other types of hazardous conditions proceed to rope off the unsafe area and place appropriate warnings signs to prevent accidents from occurring. The Contractor shall clean said area to the satisfaction of the Manager.
- c. The Contractor shall at all times maintain in a clean and orderly condition and appearance any and all facilities provided by the Port Authority for the Contractor's operations, and all fixtures, sink closets, equipment, and other personal property of the Port Authority which are located in said facilities.

23. Accident Reports

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

24. Trash Removal

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

25. Lost and Found Property

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

26. Property of the Contractor

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

27. Modification of Contract

This Contract may not be changed except in writing signed by the Port Authority and the Contractor. The

Contractor agrees that no representation or warranties shall be binding upon the Port Authority unless expressed in writing in this Contract.

28. Invalid Clauses

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

29. Approval of Materials, Supplies and Equipment

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

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

30. Intellectual Property

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

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

In addition, the Contractor shall promptly and fully inform the Director in writing of any intellectual property rights disputes, whether existing or potential, of which it has knowledge,

relating to any idea, design, method, material, equipment or any other matter related to the subject matter of this Agreement or coming to its attention in connection with this Agreement.

31. Contract Records and Documents – Passwords and Codes

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

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

32. Designated Secure Areas

Services under the Contract may be required in designated secure areas, as the same may be designated by the Manager from time to time (“Secure Areas”). The Port Authority shall require the observance of certain security procedures with respect to Secure Areas, which may include the escort to, at, and/or from said high security areas by security personnel designated by the Contractor or any subcontractor's personnel required to work therein. All personnel that require access to designated secure areas who are not under positive escort by an authorized individual will be required to undergo background screening and personal identity verification.

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

33. Notification of Security Requirements

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

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

- Contractor/ Subcontractor identity checks and background screening

The Port Authority's designated background screening provider may require inspection of not less than two forms of valid/current government issued identification (at least one having an official photograph) to

verify staff's name and residence; screening federal, state, and/or local criminal justice agency information databases and files; screening of any terrorist identification files; access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning, or the like.

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

As of January 29, 2007, the Secure Worker Access Consortium (S.W.A.C.) is the only Port Authority approved provider to be used to conduct background screening and personal identity verification, except as otherwise required by federal law and/or regulation (such as the Transportation Worker Identification Credential for personnel performing in secure areas at Maritime facilities). Information about S.W.A.C., instructions, corporate enrollment, online applications, and location of processing centers can be found at <http://www.secureworker.com>, or S.W.A.C. may be contacted directly at (877) 522-7922 for more information and the latest pricing. The cost for said background checks for staff that pass and are granted a credential shall be reimbursable to the Contractor (and its subcontractors) as an out-of-pocket expense as provided herein. Staff that are rejected for a credential for any reason are not reimbursable.

- Issuance of Photo Identification Credential

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

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

- Access control, inspection, and monitoring by security guards

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

to the Authority to determine compliance with this paragraph, which submission shall be conclusive and binding on the submitting entity.

- Compliance with the Port Authority Information Security Handbook

The Contract may require access to Port Authority information considered Confidential Information (“CI”) as defined in the Port Authority Information Security Handbook (“Handbook”), dated October, 2008, corrected as of February, 2009, and as may be further amended. The Handbook and its requirements are hereby incorporated into this agreement and will govern the possession, distribution and use of CI if at any point during the lifecycle of the project or solicitation it becomes necessary for the Contractor to have access to CI. Protecting sensitive information requires the application of uniform safeguarding measures to prevent unauthorized disclosure and to control any authorized disclosure of this information within the Port Authority or when released by the Port Authority to outside entities. The following is an outline of some of the procedures, obligations and directives contained in the Handbook:

- (1) require that the Contractor and subcontractors, when appropriate, sign Non-Disclosure Agreements (NDAs), or an Acknowledgment of an existing NDA, provided by the Authority as a condition of being granted access to Confidential Information categorized and protected as per the Handbook;
- (2) require that individuals needing access to CI be required to undergo a background check, pursuant to the process and requirements noted in § 3.2 of the Information Security Handbook.
- (3) require Contractors and commercial enterprises to attend training to ensure security awareness regarding Port Authority information;
- (4) specific guidelines and requirements for the handling of CI to ensure that the storage and protection of CI;
- (5) restrictions on the transfer, shipping, and mailing of CI information;
- (6) prohibitions on the publication, posting, modifying, copying, reproducing, republishing, uploading, transmitting, or distributing CI on websites or web pages. This may also include restricting persons, who either have not passed a pre-screening background check, or who have not been granted access to CI, from viewing such information;
- (7) require that CI be destroyed using certain methods, measures or technology pursuant to the requirements set forth in the Handbook;
- (8) require the Contractor to mandate that each of its subcontractors maintain the same levels of security required of the Contractor under any Port Authority awarded contract.
- (9) prohibit the publication, exchange or dissemination of CI developed from the project or contained in reports, except between Contractors and subcontractors, without prior approval of the Port Authority;
- (10) require that CI only be reproduced or copied pursuant to the requirements set forth in the Handbook.

- Audits for Compliance with Security Requirements

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

34. Construction In Progress

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

35. Permit-Required Confined Space Work

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

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

36. Signs

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

37. Vending Machines, Food Preparation

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

38. Confidential Information/Non-Publication

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

b. Confidential information shall also mean and include collectively, as per *The Port Authority of New York & New Jersey Information Security Handbook (October 15, 2008, corrected as of February, 9 2009)*, Confidential Proprietary Information, Confidential Privileged Information and information that is labeled, marked or otherwise identified by or on behalf of the Authority so as to reasonably connote that such information is confidential, privileged, sensitive or proprietary in nature. Confidential Information shall also include all work product that contains or is derived from any of the foregoing, whether in whole or in part, regardless of whether prepared by the Authority or a third-party or when the Authority receives such information from others and agrees to treat such information as Confidential.

c. The Contractor shall hold all such confidential information in trust and confidence for the Authority, and agrees that the Contractor and the personnel provided by the Contractor hereunder

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

d. The Contractor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or to the fact that goods have been, are being or will be provided to it and/or that services have been, are being or will be performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

39. Time is of the Essence

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

40. Holidays

The following holidays will be observed at the Site:

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

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

41. Personnel Standards

In addition to any specific personnel requirements that may be required under the clause entitled "Personnel Requirements" in the Specifications, the Contractor (and any Subcontractor) shall furnish competent and adequately trained personnel to perform the Work hereunder. If, in the opinion of the Manager, any

employee so assigned is performing their functions unsatisfactorily, they shall be replaced by the Contractor within twenty-four (24) hours following the Contractor's receipt of the Manager's request for such replacement.

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

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

42. General Uniform Requirements for Contractor's Personnel

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

43. Labor, Equipment and Materials Supplied by the Contractor

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

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

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

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

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

44. Contractor's Vehicles – Parking - Licenses

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

marked or placarded, identifying it as the Contractor's vehicle.

45. Manager's Authority

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

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

46. Price Preference

If this solicitation has not been set aside for the purposes of making an award based on bids solicited from Port Authority certified Minority Business, Women Business or Small Business Enterprises as indicated by the bidder pre-requisites in Part II hereof, for awards of contracts, not exceeding \$1,000,000, for:

- (a) Services, a price preference of 5% is available for New York or New Jersey Small Business Enterprises (SBE); or
- (b) Services (excluding Janitorial/Cleaning Services), a price preference of 10% is available for New York or New Jersey Minority or Women Business Enterprises (M/WBE),

certified by the Port Authority by the day before the bid opening.

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

47. M/WBE Good Faith Participation

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

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

- a. Dividing the services and materials to be procured into small portions, where feasible.
- b. Giving reasonable advance notice of specific contracting, subcontracting and purchasing opportunities to such MBEs/WBEs as may be appropriate.
- c. Soliciting services and materials from a Port Authority certified MBE/WBE or seeking MBEs/WBEs from other sources. To access the Port Authority's Directory of MBE/WBE Certified Firms go to www.panynj.gov/supplierdiversty
- d. Ensuring that provision is made to provide progress payments to MBEs/WBEs on a timely basis.
- e. Observance of reasonable commercial standards of fair dealing in the respective trade or business.

Subsequent to Contract award, all changes to the M/WBE Participation Plan must be submitted via a modified M/WBE Participation Plan to the Manager for review and approval by the Authority's Office of Business Diversity and Civil Rights. For submittal of modifications to the M/WBE Plan, Contractors are directed to use form PA3749C, which may be downloaded at <http://www.panynj.gov/business-opportunities/become-vendor.html>. The Contractor shall not make changes to its approved M/WBE Participation Plan or substitute M/WBE subcontractors or suppliers for those named in their approved plan without the Manager's prior written approval. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the Contractor's own forces, shall be a violation of this section. Progress toward attainment of M/WBE participation goals set forth herein will be monitored throughout the duration of this Contract.

The Contractor shall also submit to the Manager, along with invoices, the Statement of Subcontractor Payments as the M/WBE Participation Report, 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 M/WBE subcontractor and supplier actually involved in the Contract, a description of the work performed and/or product or service supplied by each such subcontractor or supplier, the date and amount of each expenditure, and such other information that may assist the Manager in determining the Contractor's compliance with the foregoing provisions.

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

PART III CONTRACTOR'S INTEGRITY PROVISIONS

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

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

- a. been indicted or convicted in any jurisdiction;
- b. been suspended, debarred, found not responsible or otherwise disqualified from entering into any contract with any governmental agency or been denied a government contract for failure to meet standards related to the integrity of the Bidder;
- c. had a contract terminated by any governmental agency for breach of contract or for any cause based in whole or in part on an indictment or conviction;
- d. ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those inserted in the Bid;
- e. had any business or professional license suspended or revoked or, within the five years prior to bid opening, had any sanction imposed in excess of fifty thousand dollars (\$50,000) as a result of any judicial or administrative proceeding with respect to any license held or with respect to any violation of a federal, state or local environmental law, rule or regulation;
- f. had any sanction imposed as a result of a judicial or administrative proceeding related to fraud,

- extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust regardless of the dollar amount of the sanctions or the date of their imposition; and
- g. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

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

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

- a. the prices in its bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- b. the prices quoted in its bid have not been and will not be knowingly disclosed directly or indirectly by the Bidder prior to the official opening of such bid to any other bidder or to any competitor;
- c. no attempt has been made and none will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
- d. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996, (a copy of which is available upon request) nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;
- e. no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Bidder for the purpose of securing business, has been employed or retained by the Bidder to solicit or secure this Contract on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency; and
- f. the Bidder has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Contract.
- g. no person or organization has been retained, employed or designated on behalf of the Bidder to impact any Port Authority determination, where the solicitation is a Request for Proposals, with respect to (i) the solicitation, evaluation or award of this Contract, or (ii) the preparation of specifications or request for submissions in connection with this Contract.

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

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

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

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

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

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

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

Bidders are advised that the Authority has adopted a policy to the effect that in awarding its contracts it will honor any determination by an agency of the State of New York or New Jersey that a Bidder is not eligible to

Page 27 of 30

Standard Contract Terms and Conditions

Rev. 6/25/13

(PA BID)

bid on or be awarded public contracts because the Bidder has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing rate of wage legislation.

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

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

4. Contractor Responsibility, Suspension of Work and Termination

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

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

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

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

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

As used herein "anything of value" shall include but not be limited to any (a) favors, such as meals, entertainment, transportation (other than that contemplated by the Contract or any other Port Authority contract), etc. which might tend to obligate the Port Authority employee to the Contractor, and (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment or business opportunity. Such term shall not include compensation contemplated by this Contract or any other Port Authority contract. Where used herein, the term "Port Authority" shall be deemed to include all subsidiaries of the Port Authority.

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

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

In addition, during the term of this Contract, the Contractor shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated April 11, 1996, (a copy of which is available upon request to the Office of the Secretary of the Port Authority).

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

6. Conflict of Interest

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

7. Definitions

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

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

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

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

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

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

If the solicitation is a Request for Proposal:

Bid - shall mean Proposal;

Bidder - shall mean Proposer;

Bidding - shall mean submitting a Proposal.

In a Contract resulting from the taking of bids:

Bid - shall mean bid;

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

Contractor

Bidding - shall mean executing this Contract.

In a Contract resulting from the taking of Proposals:

Bid - shall mean Proposal;

Bidder - shall mean Proposer;

Bidding - shall mean executing this Contract.