**FOI #15676**

## Torres Rojas, Genara

**From:** les@malagierelaw.com
**Sent:** Monday, January 12, 2015 6:49 AM
**To:** Duffy, Daniel
**Cc:** Torres Rojas, Genara; Van Duyne, Sheree; Ng, Danny
**Subject:** Freedom of Information Online Request Form

Information:

First Name: Leonard
Last Name: Seaman
Company: The Law Offices of Richard Malagiere
Mailing Address 1: 250 Moonachie Road
Mailing Address 2: Suite 102
City: Moonachie
State: NJ
Zip Code: 07074
Email Address: les@malagierelaw.com
Phone: 201-440-0675
Required copies of the records: Yes

List of specific record(s):
1 All Contracts with any and all amendments or change orders with any and all persons or entities for snow removal services at Teterboro Airport from 112012 to date, 2 Any and all written communications letters, emails, text messages to or from any such contractors or its representative from 112012 to date, 3 All memorandums or notes regarding snow removal services at Teterboro Airport from 112012 to present, 4 All invoices received or other requests for payment for snow removal services at Teterboro Airport from 112012 to present along with all documents that demonstrate payment for said services

**THE PORT AUTHORITY** OF NY & NJ

FOI Administrator

March 13, 2015

Mr. Leonard Seaman
The Law Offices of Richard Malagiere
250 Moonachie Road, Suite 102
Moonachie, NJ 07074

Re: Freedom of Information Reference No. 15676

Dear Mr. Seaman:

This is in response to your January 12, 2015 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code", copy enclosed) for copies of the following records: "1 All Contracts with any and all amendments or change orders with any and all persons or entities for snow removal services at Teterboro Airport from 112012 to date, 2 Any and all written communications letters, emails, text messages to or from any such contractors or its representative from 112012 to date, 3 All memorandums or notes regarding snow removal services at Teterboro Airport from 112012 to present, 4 All invoices received or other requests for payment for snow removal services at Teterboro Airport from 112012 to present along with all documents that demonstrate payment for said services."

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/15676-C.pdf. Paper copies of the available records are available upon request.

Pursuant to the Code, certain portions of the material responsive to your request are exempt from disclosure as, among other classifications, personal privacy.

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

Very truly yours,

Daniel D. Duffy
FOI Administrator

Enclosure

4 World Trade Center, 18th Floor
150 Greenwich Street
New York, NY 10006
T: 212 435 3642 F: 212 435 7555

( ** ) Indicates withholding tax and/or cash discount taken.
Note that Invoice amount column is the gross amount excluding witholding tax or cash discount.

| Document Date | Check No | Payment Dt | Invoice Doc | Ref Doc | Invoice Amt (** ) | PO Number | CoCd | BA | Account No | Cost Ctr | Internal Ord | WBS Element |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Vendor : 170399 | AFCO | AVPORTS MANAGEMENT LLC | | | | | | | | | | |
| 02/01/2013 | WIRE | 03/11/2013 | 5201015507 | MC TEB 01-20 | 63,003.88 | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |
| 03/01/2013 | WIRE | 05/07/2013 | 5201022878 | MC TEB 02-20 | 64,278.25 | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |
| 03/01/2013 | WIRE | 04/02/2013 | 5201022378 | MC TEB 02-20 | 28,396.90 | 4500061937 | 1000 | X | 599320 | 342A05 | A05103012 | |
| 03/01/2013 | WIRE | 04/02/2013 | 5201022377 | MC TEB 02-20 | 27,354.37 | 4500061937 | 1000 | X | 599320 | 342A05 | A05020813 | |
| 03/01/2013 | WIRE | 04/02/2013 | 5201022377 | MC TEB 02-20 | 308,492.18 | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |
| 04/01/2013 | WIRE | 05/07/2013 | 5201028669 | MC TEB 03-20 | 371,719.24 | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |
| 04/01/2013 | WIRE | 05/07/2013 | 5201028670 | MC TEB 03-20 | 32,442.94 | 4500061937 | 1000 | X | 599320 | 342A05 | A05103012 | |
| 04/01/2013 | WIRE | 05/07/2013 | 5201030269 | MC TEB 03-20 | 71,322.74 | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |
| 05/01/2013 | WIRE | 06/13/2013 | 5201038707 | MC TEB 04 20 | 111,414.36 | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |
| 05/01/2013 | WIRE | 06/05/2013 | 5201036804 | MC TEB 04-20 | 149,583.03 | 4500061937 | 1000 | X | 599320 | 342A05 | A05103012 | |
| 06/01/2013 | WIRE | 07/05/2013 | 5201043996 | MC TEB 05-20 | 110,651.03 | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |
| 06/01/2013 | WIRE | 06/27/2013 | 5201042436 | MC TEB 05-20 | 244,705.82 | 4500061937 | 1000 | X | 512022 | 342A05 | A05103012 | |
| 06/01/2013 | WIRE | 06/27/2013 | 5201042432 | MC TEB 05-20 | 382,316.67 | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |
| 07/01/2013 | WIRE | 08/07/2013 | 5201052733 | MC TEB 06-20 | 81,596.45 | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |
| 07/01/2013 | WIRE | 07/31/2013 | 5201048324 | MC TEB 06-20 | 456,864.01 | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |
| 07/01/2013 | WIRE | 07/31/2013 | 5201048323 | MC TEB 06-20 | 5,515.85 | 4500061937 | 1000 | X | 512022 | 342A05 | A05103012 | |
| 07/01/2013 | WIRE | 07/31/2013 | 5201048324 | MC TEB 06-20 | 0.03 | 4500061937 | 1000 | X | 599461 | 090G01 | | |
| 08/01/2013 | WIRE | 09/20/2013 | 5201060489 | MC TEB 07-20 | 92,329.59 | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |
| 08/01/2013 | WIRE | 08/30/2013 | 5201058582 | MC TEB 07-20 | 54,605.02 | 4500061937 | 1000 | X | 512022 | 342A05 | A05103012 | |
| 08/01/2013 | WIRE | 08/30/2013 | 5201058581 | MC TEB 07-20 | 468,595.97 | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |
| 09/01/2013 | WIRE | 10/01/2013 | 5201063871 | MC TEB 08-20 | 420,731.46 | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |
| 09/01/2013 | WIRE | 10/01/2013 | 5201063870 | MC TEB 08-20 | 2,505.65 | 4500061937 | 1000 | X | 512022 | 342A05 | A05103012 | |
| 09/01/2013 | WIRE | 10/09/2013 | 5201067716 | MC TEB 08-20 | 74,688.90 | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |
| 10/01/2012 | WIRE | 11/15/2012 | 5200987234 | MC TEB 09-20 | 76,934.86 | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |
| 10/01/2013 | WIRE | 11/01/2013 | 5201073843 | MC TEB 09-20 | 121,883.15 | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |
| 10/01/2013 | WIRE | 10/24/2013 | 5201071410 | MC TEB 09-20 | 31,005.02 | 4500061937 | 1000 | X | 512022 | 342A05 | A05103012 | |
| 10/01/2013 | WIRE | 10/24/2013 | 5201071409 | MC TEB 09-20 | 659,666.17 | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |
| 02/01/2014 | WIRE | 03/05/2014 | 5201102449 | MC TEB 1-201 | 84,551.92 | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |
| 11/01/2012 | WIRE | 11/30/2012 | 5200991583 | MC TEB 10-20 | 424,597.00 | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |
| 11/01/2012 | WIRE | 12/13/2012 | 5200995007 | MC TEB 10-20 | 74,928.40 | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |
| 11/01/2013 | WIRE | 12/05/2013 | 5201082444 | MC TEB 10-20 | 2,551.95 | 4500061937 | 1000 | X | 512022 | 342A05 | A05103012 | |
| 11/01/2013 | WIRE | 12/05/2013 | 5201082445 | MC TEB 10-20 | 407,141.33 | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |
| 11/01/2013 | WIRE | 12/05/2013 | 5201082445 | MC TEB 10-20 | 11,817.09 | 4500061937 | 1000 | X | 599320 | 342A05 | A05101005 | |
| 11/01/2013 | WIRE | 12/18/2013 | 5201085529 | MC TEB 10-20 | 74,274.18 | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |

( ** ) Indicates withholding tax and/or cash discount taken.
Note that Invoice amount column is the gross amount excluding withholding tax or cash discount.

| Document Date | Check No | Payment Dt | Invoice DOC | Ref Doc | Invoice Amt | (**) | PO Number | CoCd | BA | Account No | Cost Ctr | Internal Ord | WBS Element |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 11/01/2014 | WIRE | 12/08/2014 | 5201171747 | MC TEB 10-20 | 96,038.63 | | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |
| 11/01/2014 | WIRE | 12/02/2014 | 5201170635 | MC TEB 10-20 | 544,218.90 | | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |
| 12/01/2012 | WIRE | 01/08/2013 | 5201000491 | MC TEB 11-20 | 88,196.72 | | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |
| 12/01/2012 | WIRE | 01/02/2013 | 5200999277 | MC TEB 11-20 | 10,294.14 | | 4500061937 | 1000 | X | 599320 | 342A05 | A05103012 | |
| 12/01/2012 | WIRE | 01/02/2013 | 5200999277 | MC TEB 11-20 | 489,487.25 | | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |
| 12/01/2013 | WIRE | 01/02/2014 | 5201089308 | MC TEB 11-20 | 2,551.95 | | 4500061937 | 1000 | X | 512022 | 342A05 | A05103012 | |
| 12/01/2013 | WIRE | 01/08/2014 | 5201089916 | MC TEB 11-20 | 583,411.78 | | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |
| 12/01/2013 | WIRE | 01/08/2014 | 5201089916 | MC TEB 11-20 | 2,000.00 | | 4500061937 | 1000 | X | 512022 | 342A05 | A05101005 | |
| 12/01/2014 | WIRE | 12/31/2014 | 5201177788 | MC TEB 11-20 | 400,961.39 | | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |
| 12/01/2014 | WIRE | 01/12/2015 | 5201180298 | MC TEB 11-20 | 70,757.89 | | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |
| 01/01/2013 | WIRE | 02/08/2013 | 5201008413 | MC TEB 12-20 | 83,218.28 | | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |
| 01/01/2013 | WIRE | 01/29/2013 | 5201005999 | MC TEB 12-20 | 65,560.40 | | 4500061937 | 1000 | X | 599320 | 342A05 | A05103012 | |
| 01/01/2013 | WIRE | 01/29/2013 | 5201005999 | MC TEB 12-20 | 406,009.86 | | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |
| 01/01/2014 | WIRE | 03/21/2014 | 5201108105 | MC TEB 12-20 | 14,455.50 | | 4500061937 | 1000 | X | 512022 | 342A05 | A05101005 | |
| 01/01/2014 | WIRE | 03/21/2014 | 5201108105 | MC TEB 12-20 | 607,299.02 | | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |
| 01/01/2014 | WIRE | 03/21/2014 | 5201108104 | MC TEB 12-20 | 2,551.95 | | 4500061937 | 1000 | X | 512022 | 342A05 | A05103012 | |
| 01/01/2014 | WIRE | 02/06/2014 | 5201096101 | MC TEB 12-20 | 110,171.73 | | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |
| 01/01/2015 | WIRE | 02/05/2015 | 5201186758 | MC TEB 12-20 | 82,465.19 | | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |
| 01/01/2015 | WIRE | 02/02/2015 | 5201185960 | MC TEB 12-20 | 467,302.73 | | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |
| 03/01/2014 | WIRE | 03/31/2014 | 5201109229 | MC TEB 2-201 | 442,288.61 | | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |
| 03/01/2014 | WIRE | 03/31/2014 | 5201109229 | MC TEB 2-201 | 29,902.11 | | 4500061937 | 1000 | X | 512022 | 342A05 | A05101005 | |
| 03/01/2014 | WIRE | 04/09/2014 | 5201112580 | MC TEB 2-201 | 83,327.77 | | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |
| 04/01/2014 | WIRE | 05/05/2014 | 5201118544 | MC TEB 3-201 | 634,415.53 | | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |
| 04/01/2014 | WIRE | 05/05/2014 | 5201118544 | MC TEB 3-201 | 42,648.30 | | 4500061937 | 1000 | X | 512022 | 342A05 | A05101005 | |
| 04/01/2014 | WIRE | 05/13/2014 | 5201120689 | MC TEB 3-201 | 119,481.85 | | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |
| 05/01/2014 | WIRE | 05/30/2014 | 5201122815 | MC TEB 4-201 | 427,082.79 | | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |
| 05/01/2014 | WIRE | 06/06/2014 | 5201126445 | MC TEB 4-201 | 75,367.55 | | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |
| 06/01/2014 | WIRE | 07/01/2014 | 5201131583 | MC TEB 5-201 | 550,589.12 | | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |
| 06/01/2014 | WIRE | 07/08/2014 | 5201134342 | MC TEB 5-201 | 97,162.78 | | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |
| 07/01/2014 | WIRE | 08/08/2014 | 5201141244 | MC TEB 6-201 | 68,452.08 | | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |
| 07/01/2014 | WIRE | 07/31/2014 | 5201139744 | MC TEB 6-201 | 387,895.15 | | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |
| 08/01/2014 | WIRE | 08/29/2014 | 5201146259 | MC TEB 7-201 | 436,591.46 | | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |
| 08/01/2014 | WIRE | 09/09/2014 | 5201148915 | MC TEB 7-201 | 77,045.55 | | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |
| 09/01/2014 | WIRE | 10/07/2014 | 5201155356 | MC TEB 8-201 | 394,039.01 | | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |
| 09/01/2014 | WIRE | 10/07/2014 | 5201155357 | MC TEB 8-201 | 69,536.29 | | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |

( ** ) Indicates withholding tax and/or cash discount taken.
Note that Invoice amount column is the gross amount excluding witholding tax or cash discount.

| Document Date | Check No | Payment Dt | Invoice Doc | Ref Doc | Invoice Amt | (**) | PO Number | CoCd | BA | Account No | Cost Ctr | Internal Ord | WBS Element |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 10/01/2014 | WIRE | 11/03/2014 | 5201163574 | MC TEB 9-201 | 455,394.64 | | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |
| 10/01/2014 | WIRE | 11/14/2014 | 5201165777 | MC TEB 9-201 | 80,363.76 | | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |
| 02/01/2013 | WIRE | 03/01/2013 | 5201011958 | MC-TEB 01-20 | 349,640.10 | | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |
| 02/01/2013 | WIRE | 03/01/2013 | 5201011958 | MC-TEB 01-20 | 7,381.87 | | 4500061937 | 1000 | X | 599320 | 342A05 | A05103012 | |
| 02/01/2014 | WIRE | 03/03/2014 | 5201100371 | MC-TEB 1-201 | 444,311.94 | | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |
| 02/01/2014 | WIRE | 03/03/2014 | 5201100371 | MC-TEB 1-201 | 34,815.59 | | 4500061937 | 1000 | X | 512022 | 342A05 | A05101005 | |
| 05/01/2013 | WIRE | 06/05/2013 | 5201035852 | MCTEB0420131 | 481,765.04 | | 4500061937 | 1000 | X | 512022 | 342A05 | A05101000 | |
| | | | Sub Total : | | 15,508,917.61 | | | | | | | | |
| | | | Grand Total: | | 15,508,917.61 | | | | | | | | |

Report: ZFIRVPY2
User : [redacted]

The Port Authority of New York and New Jersey
Payments by Vendor


Date: 02/26/2015

( ** ) Indicates withholding tax and/or cash discount taken.
Note that Invoice amount column is the gross amount excluding witholding tax or cash discount.

| Document Date | Check No | Payment Dt | Invoice Doc | Ref Doc | Invoice Amt (** ) | PO Number | CoCd | BA | Account No | Cost Ctr | Internal Ord | WBS Element |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Vendor 100795 AERO SNOW REMOVAL CORP | | | | | | | | | | | | |
| 03/13/2014 | WIRE | 05/13/2014 | 5201120717 | 7922 | 148,400.00 | 4500064987 | 1000 | X | 512013 | 342A05 | A05101005 | |
| | | | Sub Total : | | 148,400.00 | | | | | | | |
| | | | Grand Total: | | 148,400.00 | | | | | | | |

**THE PORT AUTHORITY** OF NY & NJ

November 23, 2010

*Lillian D. Valenti*
*Director, Procurement*

**VIA OVERNIGHT MAIL** (TELEPHONE 201-288-5218)

Mr. John I. Harden
Vice President
AFCO – AvPORTS Management LLC
90 Moonachie Avenue
Teterboro, NJ 07608

Subject: **AGREEMENT FOR OPERATION & MAINTENANCE SERVICES FOR TETERBORO AIRPORT; CONTRACT NUMBER 4600008422; PURCHASE ORDER NUMBER 4500061937**

Dear Mr. Harden:

The Port Authority of New York and New Jersey ("the Authority") hereby accepts the offer of AFCO – AvPORTS Management LLC ("AvPORTS") to perform services under the above referenced Contract ("Contract"). The term of the Contract shall commence on December 1, 2010 and shall expire, unless sooner terminated, revoked or extended in accordance with the provisions thereof, on November 30, 2015. The Authority shall have the right to extend this Contract for one, five (5) year period following the expiration date, upon the same terms and conditions. If the Authority shall elect to exercise this five (5) year period to extend this Contract, then, not less than thirty (30) days prior to the expiration date, the Authority shall send a notice that it is extending the term of this Contract.

The Contract between the parties shall consist of the following items. In case of conflict or inconsistency between any of the items, the order of precedence shall be as follows:

1. This Letter of Acceptance;

2. The attached AGREEMENT FOR OPERATION & MAINTENANCE SERVICES FOR TETERBORO AIRPORT, pages 1 through 22;

3. In the Port Authority Standard Contract Terms and Conditions, the following modifications apply to Part II GENERAL PROVISIONS:

   a. Article 3, Contractor's Warranties, page 5, delete the second paragraph in its entirety beginning with "Moreover, the Contractor" and ending with "to the contrary notwithstanding."

   b. after Article 20, page 15, add a new article "Article 20A. Indemnification by the Port Authority" which states "The Port Authority will indemnify and hold harmless the Contractor, its officers, agents and employees from and against all claims, damages, losses in and expenses with respect to claims brought against the Contractor by any third party that arise out of aircraft noise.";

*One Madison Avenue, 7th Floor*
*New York, NY 10010*
*T: 212 435 8427*

c. Article 40, Holidays, page 20 and 21, the eleven (11) listed holidays are hereby replaced in its entirety with the following nine (9) holidays:

"New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day"; and

4. The attached Port Authority Standard Contract Terms and Conditions.

Within ten (10) days after the acceptance of this Contract, you shall submit to the Port Authority your insurance certificate as required for this contract, under Article 5, entitled Insurance Requirements. Send your certificate to the Port Authority of NY & NJ, General Manager, Risk Management, 225 Park Avenue South, 12th Floor, New York, NY 10003 (Attention: Contract Certificate Review). Please reference CITS # 3368N on the certificate.

Please note that Purchase Order number 4500061937 has been assigned for invoicing, payment and administrative purposes.

Your facility contact is Mr. Rick Vander Wende, who can be reached at 201-807-4017. If you have any questions concerning the award of this Contract, please contact Mr. Richard Grehl at 212-435-3941.

If you are in agreement with the above, please so indicate by signing both copies of this letter and returning both signed copies to the attention of Mr. Richard Grehl, Procurement Department, One Madison Avenue, 7th Floor, New York, New York 10010.

One fully executed original of this letter will be returned to you following execution by the Authority.

Sincerely,

| APPROVED: | |
|---|---|
| FORM | TERMS |
| see copy | see copy |

**THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY**

By: _____
Lillian D. Valenti
Director
Procurement Department

**AGREED:**

**AFCO – AVPORTS MANAGEMENT LLC**

By: John I. Harden

Title: Vice President/COO

Signature: _____

c. Article 40, Holidays, page 20 and 21, the eleven (11) listed holidays are hereby replaced in its entirety with the following nine (9) holidays:

"New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day"; and

4. The attached Port Authority Standard Contract Terms and Conditions.

Within ten (10) days after the acceptance of this Contract, you shall submit to the Port Authority your insurance certificate as required for this contract, under Article 5, entitled Insurance Requirements. Send your certificate to the Port Authority of NY & NJ, General Manager, Risk Management, 225 Park Avenue South, 12th Floor, New York, NY 10003 (Attention: Contract Certificate Review). Please reference CITS # 3368N on the certificate.

Please note that Purchase Order number 4500061937 has been assigned for invoicing, payment and administrative purposes.

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One fully executed original of this letter will be returned to you following execution by the Authority.

Sincerely,

**THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY**

| APPROVED: | |
|---|---|
| FORM | TERMS |
| | |

By: _____

Lillian D. Valenti
Director
Procurement Department

**AGREED:**

**AFCO – AVPORTS MANAGEMENT LLC**

By: John I. Harden

Title: Vice President/COO

Signature: _____

c. Article 40, Holidays, page 20 and 21, the eleven (11) listed holidays are hereby replaced in its entirety with the following nine (9) holidays:

"New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day"; and

4. The attached Port Authority Standard Contract Terms and Conditions.

Within ten (10) days after the acceptance of this Contract, you shall submit to the Port Authority your insurance certificate as required for this contract, under Article 5, entitled Insurance Requirements. Send your certificate to the Port Authority of NY & NJ, General Manager, Risk Management, 225 Park Avenue South, 12th Floor, New York, NY 10003 (Attention: Contract Certificate Review). Please reference CITS # 3368N on the certificate.

Please note that Purchase Order number 4500061937 has been assigned for invoicing, payment and administrative purposes.

Your facility contact is Mr. Rick Vander Wende, who can be reached at 201-807-4017. If you have any questions concerning the award of this Contract, please contact Mr. Richard Grehl at 212-435-3941.

If you are in agreement with the above, please so indicate by signing both copies of this letter and returning both signed copies to the attention of Mr. Richard Grehl, Procurement Department, One Madison Avenue, 7th Floor, New York, New York 10010.

One fully executed original of this letter will be returned to you following execution by the Authority.

Sincerely,

**THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY**

| APPROVED: | |
|---|---|
| FORM | TERMS |
| | KVW |

By: _____

Lillian D. Valenti
Director
Procurement Department

**AGREED:**

**AFCO – AVPORTS MANAGEMENT LLC**

By: John I. Harden

Title: Vice President/COO

Signature: _____

AGREEMENT FOR OPERATION & MAINTENANCE SERVICES FOR TETERBORO AIRPORT

ARTICLE 1. DURATION

The initial term of this Contract (hereinafter called the "Base Term") shall commence on or about December 1, 2010, on the specific date set forth in the Port Authority's written notice of award (hereinafter called the "Commencement Date"), and unless otherwise terminated, revoked or extended in accordance with the provisions hereof, shall expire on November 30, 2015 (hereinafter called the "Expiration Date").

The Port Authority shall have the right to extend this Contract for an additional five (5) year period (hereinafter referred to as the "Option Period") following the Expiration Date, upon the same terms and conditions subject only to adjustments of charges as may be hereinafter provided in the paragraph entitled "Price Adjustments". If the Port Authority shall elect to exercise the Option 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.

ARTICLE 2. SCOPE OF WORK – AIRPORT MANAGEMENT SERVICES

AFCO-AvPORTS Management LLC (hereinafter called "Contractor") shall perform all operations and maintenance services, both land side and airside, at Teterboro Airport ("Airport"). The Contractor shall provide an on-site manager and furnish all appropriate staff labor, supervision, uniforms, equipment, including materials, supplies and do all other things necessary or proper therefor or incidental thereto to provide Airport Management Services ("Services") on a seven-day-a-week, 24 hours per day, basis throughout the term of this Contract, all in strict conformance with the provisions of the Contract as the same may be amended or supplemented in accordance with the terms hereof, under the direction of the Facility Manager or his designee. The Contractor shall assume and perform all other duties and obligations imposed upon it by this Contract.

The Contractor shall perform all the duties normally associated with compliance of FAR 139 and sound, safe, innovative, prudent and efficient Airport Management Services and shall provide all services as are customary and normal to such an operation, following the Port Authority of NY & NJ's (hereinafter called "Port Authority" or the "Authority" or the "Airport Operator") policy direction, including, but not limited to the following:

**1. Maintenance and Repair Services**

Maintain and repair (structurally and otherwise) or cause to be maintained in first class operating condition and repaired in a first class, workperson like manner the following:

a. Runways, non-leased ramps, taxiways, run up areas, and airside roads and related lights, markings, stripes and signage;

b. Navigational aids not maintained by the Federal Aviation Administration ("FAA");

c. Airport vehicles, equipment, machinery and tools provided by the Port Authority or the Contractor;

d. Airport grounds (including, without limitation, perimeter fences, roadways, airside and landside landscaping service, policing of grounds, rubbish removal, removing or topping trees and shrubs where and when necessary, and all roadways, sidewalks and signage);

e. Airport communications equipment including but not limited to radios, telephones and all alarm systems that are the responsibility of the Airport Operator;

f. Airport buildings, facilities and structures or portions thereof which are the responsibility of the Airport Operator including, without limitation, (1) utilities including plumbing, electrical, sprinkler, heating and air conditioning systems, apparatus and equipment, and (2) all structural and nonstructural repairs and maintenance including roofs, walls, floors and foundations, painting and cleaning services, including windows, extermination services, refuse collection; and

g. Any glycol or other deicing containment system operated by the Airport operator.

**2. Airport Support Functions**

In a manner consistent with first class Airport operating and safety practices:

a. Operate or cause to be operated all Airport non-leased ramp areas safely and efficiently for the benefit of users;

b. Remove or cause to be removed snow and ice from all Airport runways, and taxiways, and non-leased ramps, access roads, sidewalks, walkways, parking areas, and such areas which the Port Authority has undertaken such obligation pursuant to a lease or permit, and apply such melting and/or friction agents as may be required and/or appropriate in connection therewith.

c. On a daily basis, visually check for and clean and remove all foreign objects from all Airport runways, taxiways, non-leased ramps and other aircraft operating areas; and inspect for pavement or other hazards to aircraft and persons in accordance with FAR 139, FAA Advisory Circulars, and other FAA regulations and take corrective action.

d. Develop, maintain, and execute in accordance with FAR 139, a wildlife hazard control program including daily visual checks of runways, taxiways, and other appropriate areas, and disbursement and mitigation activities.

e. Provide for in areas of Airport operator responsibility and oversee in user occupied areas the provision of appropriate Airport security and security systems for both the air side and the land side parts of the Airport, including perimeter security, parking area security, and disaster security on the Airport, not including law enforcement responsibilities;

f. At the direction of the Teterboro Airport Manager's Office, develop and maintain an Airport Security Plan, consistent with all applicable FAA & Department of Homeland Security requirements;

g. Provide or cause to be provided a properly staffed, trained and equipped staff for the marshalling of aircraft to be cleared by Customs and Border Protection (CBP) staff at a clearing facility yet to be determined subsequent to CBP's vacating its Hangar 3 operation, and to provide international waste handling services in accordance with CBP rules and federal regulation;

h. Maintain a complete property control system for the Port Authority's equipment, materials,
tools, and supplies at the Airport including annual physical inventory of all items;

i. Update and Maintain the Airport's Part 139 Certification Manual and all related records and documents to the standards in effect at the time for FAA Airport Certification and Certification inspection;

j. Conduct or cause to be conducted by a certificated weather observer, airport weather observations and issue the information to airport users and other appropriate parties;

k. Prepare, maintain, update and issue all appropriate Airport NOTAMS in accordance with FAA requirements and as directed by the Manager of Teterboro Airport or his designee;

l. Prepare, maintain, update and conduct an Airport operations safety program including AOA driver training and general safe operating practices;

m. Develop, maintain, and operate an Airport noise mitigation and environmental management program. Collect noise data and report same to local communities and operate a 24 hours noise complaint hotline. Collect and properly maintain for testing any samples required in accordance with existing and future environmental permits;

n. Conduct daily inspections for navigational hazards on the Airport and its aerial approaches and take appropriate action;

o. Operate the Airport in accordance with Federal Aviation Regulations, Port Authority Airport Rules and Regulations, policies and procedures, and all other applicable laws, rules and regulations;

p. Perform information-providing functions commonly performed by an airport operator for Airport users and the general public;

q. Identify all aircraft landing at the Airport and on a monthly basis, issue bills for all such fees as described in section 5. Accounting and Financial Services;

r. Coordinate any construction, maintenance, or other activities at the Airport to minimize interference with Airport operations;

s. Coordinate as directed by the Port Authority with FAA and "New Jersey State Aeronautics Department" personnel regarding grant-in-aid programs and associated operational and administrative matters;

t. Develop and conduct an Airport user and community relations program, as directed by the Port Authority;

u. The Port Authority will provide automotive equipment for snow removal, aeronautical operation, and maintenance which will be insured, operated and maintained by the contractor.

v. The Port Authority and not the Contractor will be responsible for capital maintenance, including but not limited to those defined as that which substantially alters or upgrades the existing building, underground utilities, drainage, pavement and facility.

w. Provide all recurrent training required by the FAA and State Law for operations and maintenance staff.

3. **Contracts with Third Parties**

a. Perform, at the direction of the Port Authority, all obligations of the Port Authority relating to the Airport operations and maintenance under existing agreements with users, tenants, concessionaires, licensees, permittees and others at the Airport including but not limited to the FAA, EPA, and other federal and state agencies;

b. Oversee, inspect and report compliance by all Airport tenants, concessionaires, licensees, permittees, guests and others, with the provisions of all applicable Airport agreements, including but not limited to maintenance and

repair obligations, laws, rules and regulations, including the Port Authority's Airport rules and regulations and other Port Authority's policies and rules. The Contractor will cooperate with the Authority, to the extent requested, in legal proceedings or actions to enforce the foregoing;

c. As it relates to the Scope of Work of this Contract, the Contractor shall procure by direct agreement between the Contractor and such third party sub-contractors any services as may be approved by the Port Authority and manage those sub-contractors to ensure complete performance. As it relates to capital improvements, capital equipment, and any functions the Port Authority will assume directly, the Contractor will provide technical requirements/specifications and recommendations to the Port Authority as requested for the procurement of such Airport operations and related services, equipment, materials and supplies as may be necessary or desirable for the proper operation of the Airport and assist the Port Authority in developing and preparing written documents to effect such procurement in accordance with applicable policies and procedures of the Port Authority.

i. Miscellaneous personnel

At the request of the Manager or his designee, the Contractor shall provide staff hired for seasonal or project demand to perform various tasks such as snow removal, and such other seasonal/project demand tasks as required by the Authority.

ii. Janitorial

Provide or cause to be provided janitorial services for all buildings and areas occupied by: the public, including but not limited to United States Customs and Border Protection (Customs) passenger screening areas in a location yet to be determined after Customs vacates its Hangar 3 premises; the Port Authority; and the Contractor, including restrooms as required by normal use including without limitation maintaining the cleanliness of the exterior and interior.

The performance of all services under this Contract shall use best efforts to utilize products and services that do not harm human health, are less polluting, minimize waste, maximize use of bio-based or recycled materials, conserve energy and water, generate little or no carbon dioxide ($CO_2$ )and reduce the consumption of resources. By this Contract, the Contractor shall use best efforts to maximize the use of green products and services as set forth in Federal and state guidelines and by such third party agencies as US Green Building Council, Green Seal and Energy Star.

iii. Trash Removal / Recycling

All trash (whether solid or liquid) arising out of or in connection with the Contractor's operations hereunder shall be placed in dumpster(s) to be provided by the Contractor, at a location at the site of the work to be designated by the Port Authority, for collection and removal by others. No such trash shall be thrown, discharged or disposed of into or upon any land area or waterway surrounding or bounding the Airport

Large debris such as wood pallets or furniture shall be carted away. Carting of such large debris shall be the sole responsibility of the Contractor.

For hazardous material and universal waste, the Contractor shall in all cases, provide for the temporary storage, transportation and disposal of any material classified by Federal, state or local law as a hazardous or universal waste. Further, the Contractor shall provide the Manager on a routine basis with copies of all manifests and bills of lading, as well as any analytical reports.

iv. Pest Control / Exterminating Services

The Contractor will ensure compliance with all Federal, state and local, and Port Authority Rules and Regulations while engaged in the provision of this service. The Contractor shall employ only the most environmentally friendly and approved products.

## 4. Plans, Reports and Documents

Prepare and compile or oversee the preparation and compilation of, and submit to the Port Authority the following reports, plans and data, and update amend and supplement the same as required from time to time.

**a.** An Airport noise abatement plan;

**b.** At the direction of the Teterboro Airport Managers Office, an Airport Emergency Plan compliant with FAR Part 139;

**c.** An Airport Certification Manual compliant with FAR Part 139;

**d.** Develop and maintain an Airport Security Plan;

**e.** An annual expense budget of all personnel, operational, and maintenance expenses to be incurred as required under Section C of the Form of Contract;

f. An annual performance report on performance against established standards and objectives;

g. An annual maintenance plan for all building grounds equipment and vehicles;

h. An annual Capital Improvement Program addressing the needs of the Airport;

i. Monthly performance standards reports;

j. Monthly reports of Airport activity such as landings, fuel sales, noise complaints, and other items as directed by the Port Authority;

k. Such other reports, plans and statistical data as may from time to time be requested by the Authority.

5. **Accounting and Financial Services**

In accordance with generally accepted accounting principles,

a. As established by the Port Authority under then current procedures, submit invoices to all aircraft owners or operators for aircraft fees. All flight fee payments must be paid by check or money order made payable to The Port Authority of New York and New Jersey and remitted to: The Port Authority of New York and New Jersey, POB 95000-1523, Philadelphia, PA 19195-1523;
b. Balance and reconcile Airport-operating and receivable accounts;
c. Prepare Airport billings and accounts receivable reports in connection with flight fee responsibilities.
d. Disburse payments as required to meet expenses incurred pursuant to the approved operating budget, including but not limited to, for all telephone and other utilities and other contractual services and materials provided to operate the Airport;
e. Assist the Port Authority in processing delinquent accounts receivable.

6. **Attend Conferences and Meetings and Provide Incidental Assistance**

The Contractor shall:

a. Confer with the Authority and attend meetings of the Authority and with officials and other persons as reasonably requested by the Authority to discuss matters relating to the Airport;

b. Confer and cooperate with groups interested in the operation of the Airport;

c. Cooperate with and assist the Port Authority in dealing with the FAA and all federal, state and local agencies in all matters relating to the operation of the Airport;

d. Use its best effort to ensure that those utilizing the Airport as pilots or aircraft operators do so in the most noise conscious manner possible so as to minimize any adverse impact to the extent possible, consistent with safety and prudent aviation practices and procedures;

e. Provide technical advice to the Port Authority on Airport operations, maintenance and development programs and projects;

f. As appropriate, actively encourage the investment of private capital at the Airport and the economic development of the area; and

g. Use its best efforts to attract such prospective tenants, concessionaires and users as may be desirable for the Airport.

h. During the term of the Contract, the Contractor may be asked to provide additional services to assist the Port Authority in construction coordination, lease negotiations, and other related tasks. The Contractor will render other incidental assistance to Port Authority staff as requested from time to time.

## ARTICLE 3. PAYMENT AND BILLING

1. Definitions

a. Monthly Management Fee. Monthly Management Fee shall be that fee as set forth in paragraph 3, entitled "Compensation", page 9.

b. Approved Cost. Approved Cost shall mean:

i. Only actual expenditures incurred on a cash basis within the budget approved by the Port Authority or if not included in the budget,

ii. Then separately approved in advance in writing by the Port Authority.

2. Annual Budget

All expenses will be subject to Port Authority approval through an annual budget approval process. The budget year shall cover each twelve-month period commencing on January 1 and ending on December 31 and shall be prepared and submitted by the Contractor and approved by the Port Authority on or before April 1 preceding the budget year throughout the term of the Contract including the Option Period if exercised. Any budget submitted shall be in the format as directed by the Port Authority.

Upon notification to the Contractor that the budget has been approved it shall become the budget for the applicable year. Upon notice to the Contractor that the proposed budget is unacceptable, the Contractor shall meet as directed with Port Authority staff to discuss and formulate an acceptable budget for the applicable year. The Port Authority shall have the right after submission by the Contractor of its proposed budget or upon the failure of the Contractor to submit a proposed budget within the prescribed time to submit to the Contractor in its sole discretion an approved budget for the applicable year provided the total budget does not increase by more than fifty percent (50%) over the immediately preceding year.

In the event the Contractor shall fail to submit a budget or the Port Authority shall fail to approve a budget, the budget for the previous year shall continue in full force until superseded by a new approved budget for the then applicable year.

If from time to time during any budget year the Contractor shall desire an amendment (increase, decrease, or reallocation among line items) to the budget the Contractor shall submit the same to the Port Authority for its approval. Upon approval by the Port Authority at its sole discretion, in writing to the Contractor, the budget shall be deemed amended accordingly. The Port Authority shall have the right in its sole discretion from time to time to amend (increase, decrease, or reallocate among line items) the budget by notice to the Contractor in writing provided that in no event shall any total increase exceed the previous year's budget by fifty percent (50%).

3. Compensation

Subject to the provisions of this Contract, the Port Authority shall pay to the Contractor the following fees:

a. Monthly Management Fee:
The Monthly Management Fee payable in the first year of the Base Term shall be $29,000.00.

For the Base Term years two (2) through five (5), the Port Authority shall adjust the compensation due to the Contractor utilizing the Consumer Price Index for all Urban Consumers; Series Id: CUURA101SA0L2; Not Seasonally Adjusted; New York-Northern New Jersey-Long Island, NY-NJ_CT-PA area; all items less shelter; 1982-1984=100, published by the Bureau of Labor Statistics of the United States Department of Labor (hereinafter called the "Price Index").

For the second year of the Base Term of the Contract, the Price Index shall be determined for the months of June 2010 and June 2011. The amounts payable to the Contractor in the second year of the Base Term shall be multiplied by a fraction the numerator of which is the Price Index for June 2011 and the denominator of which is the Price Index for June 2010. The resulting product shall be the amounts payable to the Contractor in the second year of the Base Term. Notwithstanding the provisions of this section, in no event shall any adjustment for the second year of the Base Term be greater than one and a half percent (1.5%) nor less than zero percent (0%) per annum.

For the third year of the Base Term of the Contract, the Price Index shall be determined for the months of June 2011 and June 2012. The amounts payable to the Contractor in the third year of the Base Term shall be multiplied by a fraction the numerator of which is the Price Index for June 2012 and the denominator of which is the Price Index for June 2011. The resulting product shall be the amounts payable to the Contractor in the third year of the Base Term. Notwithstanding the provisions of this section, in no event shall any adjustment for the third year of the Base Term be greater than one and a half percent (1.5%) nor less than zero percent (0%) per annum.

For the fourth year of the Base Term of the Contract, the Price Index shall be determined for the months of June 2012 and June 2013. The amounts payable to the Contractor in the fourth year of the Base Term shall be multiplied by a fraction the numerator of which is the Price Index for June 2013 and the denominator of which is the Price Index for June 2012. The resulting product shall be the amounts payable to the Contractor in the fourth year of the Base Term. Notwithstanding the provisions of this section, in no event shall any adjustment for the third year of the Base Term be greater than three percent (3%) nor less than zero percent (0%) per annum.

For the fifth year of the Base Term of the Contract, the Price Index shall be determined for the months of June 2013 and June 2014. The amounts payable to the Contractor in the fifth year of the Base Term shall be multiplied by a fraction the numerator of which is the Price

Index for June 2014 and the denominator of which is the Price Index for June 2013. The resulting product shall be the amounts payable to the Contractor in the fifth year of the Base Term. Notwithstanding the provisions of this section, in no event shall any adjustment for the fifth year of the Base Term be greater than three percent (3%) nor less than zero percent (0%) per annum.

Should the Port Authority exercise its Option to extend the agreement for an additional five (5) year term, the Monthly Management Fee shall be adjusted in accordance with the paragraph 3-b "Management Fee Adjustment".

b. Management Fee Adjustment:
For the Option Period if exercised hereunder, The Port Authority shall adjust the compensation due to the Contractor utilizing the Consumer Price Index for all Urban Consumers; Series Id: CUURA101SA0L2; Not Seasonally Adjusted; New York-Northern New Jersey-Long Island, NY-NJ_CT-PA area; all items less shelter; 1982-1984=100, published by the Bureau of Labor Statistics of the United States Department of Labor (hereinafter called the "Price Index"). Notwithstanding the provisions of this section for the Option Period, in no event shall any adjustment hereunder be greater than three percent (3%) per annum nor less than zero percent (0%) per annum.

For the first year of the Option Period of the Contract, the Price Index shall be determined for the months of June 2014 and June 2015. The amounts payable to the Contractor in the final year of the Base Term shall be multiplied by a fraction the numerator of which is the Price Index for June 2015 and the denominator of which is the Price Index for June 2014. The resulting product shall be the amounts payable to the Contractor in the first year of the Option Period.

For the second year of the Option Period of the Contract, the Price Index shall be determined for the months of June 2015 and June 2016. The amounts payable to the Contractor in the second year of the Option Period shall be multiplied by a fraction the numerator of which is the Price Index for June 2016 and the denominator of which is the Price Index for June 2015. The resulting product shall be the amounts payable to the Contractor in the second year of the Option Period.

For the third year of the Option Period of the Contract, the Price Index shall be determined for the months of June 2016 and June 2017. The amounts payable to the Contractor in the third year of the Option Period shall be multiplied by a fraction the numerator of which is the Price Index for June 2017 and the denominator of which is the Price Index for June

2016. The resulting product shall be the amounts payable to the Contractor in the third year of the Option Period.

For the fourth year of the Option Period of the Contract, the Price Index shall be determined for the months of June 2017 and June 2018. The amounts payable to the Contractor in the fourth year of the Option Period shall be multiplied by a fraction the numerator of which is the Price Index for June 2018 and the denominator of which is the Price Index for June 2017. The resulting product shall be the amounts payable to the Contractor in the fourth year of the Option Period.

For the fifth year of the Option Period of the Contract, the Price Index shall be determined for the months of June 2018 and June 2019. The amounts payable to the Contractor in the fifth year of the Option Period shall be multiplied by a fraction the numerator of which is the Price Index for June 2019 and the denominator of which is the Price Index for June 2018. The resulting product shall be the amounts payable to the Contractor in the fifth year of the Option Period.

In the event of a change in the basis for the computation of the said Index or the discontinuance of its publication, such other appropriate index shall be substituted as may be agreed upon by the Authority and the Contractor as properly reflecting changes in the value of the current United States money in a manner similar to that established in the said Price Index. In the event of the failure of the parties to so agree, the Port Authority may select and use such index, as it seems appropriate.

c. Approved Costs

In addition to expenses and costs included in the budget, the Port Authority may from time to time upon written notice to the Contractor approve certain expenditures as specified in such notice and upon approval the same shall become Approved Costs.

The Port Authority and not the Contractor will be responsible for capital improvements, including but not limited to those which substantially alter or upgrade the existing Airport building, underground utilities, drainage, pavement and facilities.

## 4. Monthly Payments

Payment of the foregoing fees by the Port Authority to the Contractor shall be made in monthly installments in accordance with the following:

a. On or before the 5th day of each and every calendar month (except the calendar month in which the commencement date of the Contract shall fall) during the effective period of the Contract, and on or before the 5th day of the calendar month following the calendar month in which the expiration or earlier termination of this Contract shall fall, the Contractor shall submit to the Port Authority an itemized invoice for the previous calendar month setting forth the total Monthly Management Fee, and Approved Costs, ( the sum of the foregoing hereinafter referred to as "the Total Monthly Amount") The Contractor shall, in addition, furnish any and all pertinent information in connection with the invoiced amounts as may be required from time to time by the Port Authority. In addition to the foregoing each monthly invoice shall include monthly reports of wages and benefits for each employee by the specific job function as directed by the Port Authority.

b. Within twenty (20) calendar days of its receipt of the invoice, the Port Authority will pay to the Contractor an interim payment equal to eighty-five percent (85%) of the total approved amount of such invoice. Payment to the Contractor of any amounts due under an invoice in excess of the aforesaid interim payment, if any, will be made by the Port Authority within thirty (30) calendar days following its receipt of the invoice. If a payment is not received by the Contractor within the aforementioned period, the Contractor will give written notice of such default to the Port Authority and the Port Authority will have thirty (30) days from the date of its receipt of said notice to cure same. In the event the Port Authority fails to cure the default by making payment to the Contractor for the period in question after said thirty (30) days notice, the Contractor will have the right to terminate this Agreement upon giving 180 days advance written notice to the Port Authority.

c. Payments made hereunder are subject to such adjustments as may be necessitated following Port Authority verification of the accuracy of amounts invoiced, and are further subject to deductions as provided elsewhere herein.

## ARTICLE 4. RIGHTS OF SELF-HELP

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 the Contract or as a result of an act or omission of the Contractor contrary to the said conditions, covenants and agreements, the Contractor agrees to pay the sum or sums so paid or the expense so incurred, including all interest, costs, damages and penalties,(herein called "the Cost of the Port Authority"), and the same may be invoiced to the Contractor with payment due on demand or deducted from any payment due from the Port Authority to the Contractor hereunder.

The term "Cost of the Port Authority" as used in this Contract shall mean and include: (1) Payroll costs, including contributions to the Retirement System, or the cost of participation in other pension plans or systems, insurance costs, sick leave pay, holiday, vacation and authorized absence pay; (2) Cost of materials and supplies used; (3) Payments to contractors; (4) Any other direct cost; and (5) Twenty-five percent (25%) of the sum of the foregoing.

Notwithstanding the foregoing, the Port Authority will give the Contractor at least fifteen (15) day's written notice if it elects to enforce its rights of self-help under this Article except in cases of emergency and subject to any applicable cure periods.

## ARTICLE 5. INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain Public Liability Insurance covering third party claims for bodily injury, including death and property damage, broadened to include, or an equivalent separate policy covering, airport operators liability, in a combined single limit of not less than $400 million per occurrence for bodily injury and property damage liability. In addition the Contractor shall purchase and maintain Commercial Automobile Liability Insurance in a combined single limit of not less than $25 million per accident for bodily injury and property damage liability.

The above mentioned liability insurance coverages shall include the Port Authority as an additional insured and each policy shall contain an endorsement providing that the insurance company shall not, without obtaining 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 provisions of any statutes respecting suits against the Port Authority.

The Contractor shall also purchase and maintain, or cause to be maintained, Workers' Compensation and Employer's Liability Insurance in accordance with and as required by law.

Within ten days after the acceptance of this Contract, the Contractor shall deliver to the General Manager, Risk Management, of the Authority, 225 Park Avenue South, New York, New York 10003 , a certificate evidencing the above required insurance coverages, stating the number of this Contract, and containing a separate expressed statement of compliance with each of the requirements set forth in this clause. Upon request of the General Manager, Risk Management, the Contractor shall furnish the Authority with a certified copy of each policy, including the provisions establishing premiums and noting **CITS # 3368N** on the certificate.

## ARTICLE 6. FEDERAL AIRPORT AID

The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Contractor of the covenants and obligations contained in this Agreement is therefore a special consideration and inducement to the making of this Contract by the Port Authority, and the Contractor further covenants and agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid shall make any orders, recommendations or suggestions respecting the performance by the Contractor of its covenants and obligations under this Contract, the Contractor will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct in writing.

## ARTICLE 7. AIRPORT MANAGER'S AUTHORITY

The terms "Airport Manager" or "Manager" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the General Manager of New Jersey Airports at the time of this Agreement, or his duly authorized representative.

In the performance of the Contract, the Contractor shall conform to all orders, directions and requirements of the Airport Manager and shall perform the Contract to the satisfaction of the Airport Manager at such times and places, by such methods and in such manner and sequence as he may require, and the Contractor's performance shall at all stages be subject to his inspection. The Airport Manager shall determine the amount, quality, acceptability and fitness of all parts of the Service and shall interpret the specifications. Upon request, the Airport Manager shall confirm in writing any oral order, direction, requirements or determination.

## ARTICLE 8. AREAS AVAILABLE FOR CONTRACTOR USE

**a.** The Port Authority will furnish the Contractor, subject to space availability, without charge, non-exclusive space for office purposes, locker room, lavatory and washroom facilities for the employees of the Contractor in connection with its performance of the Services under this Contract. Space will also be provided by the Port Authority, subject to space availability, to the Contractor for storage of the Contractor's equipment, materials and supplies used on the Airport. Said facilities and/or space shall be as designated by the Manager and may be

changed at any time, and from time to time at her/his discretion. The Contractor shall keep said facilities and space clean and shall repair any damage thereto caused by the Contractor or its employees.

**b.** The Port Authority, its officers, employees and representatives shall have the right, at all times, to enter upon the facilities and/or space provided the Contractor for the purpose of inspecting the same, for observing the performance of the Contractor of its obligations under this Contract, and for the doing of any act or duty which the Port Authority may be obligated or have the right to do under this Contract or otherwise.

**c.** The Contractor acknowledges that it has examined the space carefully and hereby accepts the same in its present condition. The Contractor shall repair all damage to the space and all damage to fixtures, improvements, and personal property of the Port Authority which may now or may hereafter be located thereon, which may be caused by the operations of the Contractor under this Agreement or by any acts or omissions of the Contractor, its officers, employees or representatives whether the damage occurs during the course of their employment by the Contractor.

**d.** The Contractor acknowledges and agrees that no relationship of landlord and tenant or licensor and licensee is created or intended to be created hereunder and that the use of any space or other facilities by the Contractor is merely incident to and dependent upon its operations hereunder as a Port Authority Contractor. Upon the expiration or earlier termination or revocation of this Contract, or upon a change of space, the Contractor shall remove its equipment, materials, supplies and other personal property from the space. If the Contractor shall fail to remove its property on or before the expiration, termination or revocation of this Contract, or upon a change of space, the Port Authority in its sole discretion may dispose of the same as waste material or may remove such property to a public warehouse for deposit or retain the same in its own possession, and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, second to any sums owed to the Port Authority by the Contractor; if the expenses of such removal, storage and sale exceed the proceeds of sale, the Contractor shall pay such excess to the Port Authority upon demand.

**e.** The Contractor shall not perform any maintenance or repairs, nor erect any structures, make any improvements or do any other construction work on the space provided to the Contractor hereunder or elsewhere at the facility or alter, modify or make additions or repairs to or replacements of any existing structures or improvements, or install any fixtures (other than trade fixtures, removable without injury to the space) without the prior written approval of the Port Authority and in the event any construction, improvements, alterations, modifications, additions, repairs or replacements are made without such approval, then upon notice so to do, the Contractor will remove the same, or at

the option of the Port Authority, cause the same to be changed to the satisfaction of the Port Authority. In case of any failure on the part of the Contractor to comply with such notice, the Port Authority may effect the removal or change and the Contractor shall pay the cost thereof to the Port Authority on demand.

ARTICLE 9. GRATUITIES

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 Airport and shall so instruct its personnel.

ARTICLE 10. RIGHT OF ACCESS AND INSPECTION

The Port Authority reserves the right to observe, monitor, review and inspect any aspect of the Airport or its operations or the Contractor's operations at any time.

ARTICLE 11. AUDIT OF RECORDS

All statements required hereunder shall be prepared in accordance with sound accounting practice acceptable to the Port Authority and sworn to by a fiscal officer of the Contractor. Submission of a statement shall be deemed to constitute a representation by the Contractor that all matters set forth therein are true and accurate and that the Contractor performed the services for which payment is described in the statement in accordance with this Agreement. Each statement shall be subject to verification and audit by the Port Authority and no payments made by the Port Authority or credits given by the Port Authority as herein provided shall be deemed to be final until the statement upon which the payment is based has been approved by the Port Authority. No payment or credit, however, final or otherwise, shall operate to release the Contractor from any of its obligations under this Agreement. In the event that after verification and audit by the Port Authority and approval of the statement of the Contractor, it is determined that payments previously made by the Port Authority are in excess of those required under this Agreement then the Contractor shall pay to the Port Authority on demand the amount of said excess, or the Port Authority shall deduct said excess from any subsequent payments due to the Contractor.

ARTICLE 12. THE CONTRACTOR'S ONGOING AFFIRMATIVE ACTION – EQUAL OPPORTUNITY AND MINORITY BUSINESS ENTERPRISES – WOMAN-OWNED BUSINESS ENTERPRISES COMMITMENT

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and shall undertake or continue existing programs of affirmative action to ensure that minority group persons and women are afforded equal employment opportunity without discrimination. Such programs shall include,

but not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selections for training or retraining, including apprenticeship and on-the-job training.

(b) In addition to and without limiting the foregoing, and without limiting any other provisions hereof, and the following Schedule A, it is hereby agreed that the Contractor in connection with its continuing management, maintenance and repair of the Airport, or any portion thereof, as provided in this Agreement, shall throughout the term of this Agreement commit itself to and use good faith efforts to implement an extensive program of Affirmative Action, including specific affirmative action steps to be taken by the Contractor, to ensure maximum opportunities for employment and contracting by minorities and women, and by Minority Business Enterprises and Women-owned Business Enterprises. In meeting the said commitment the Contractor agrees to submit its said extensive Affirmative Action program, including the specific affirmative action steps to be taken by the Contractor to meet its aforesaid commitment, within sixty (60) days after the execution of this Agreement by the Contractor and the delivery thereof to the Port Authority for its review and approval. The Contractor shall incorporate in its said program such revisions and changes which the Port Authority initially or from time to time may reasonably require. The Contractor throughout the term hereof shall document its efforts in implementing the said program, shall keep the Port Authority fully advised of the Contractor's progress in implementing the said program and shall supply to the Port Authority such information, data and documentation with respect thereto as the Port Authority may from time to time and at any time request, including but not limited to, annual reports.

(c) Good faith efforts to include meaningful participation by MBEs and WBEs shall include at least the following:

(i) Dividing the work to be subcontracted into smaller portions where feasible.

(ii) Actively and affirmatively soliciting bids for subcontracts from MBEs and WBEs, including circulation of solicitations to minority and female contractor associations. The Contractor shall maintain records detailing the efforts made to provide for meaningful MBE and WBE participation as called for in paragraph (b) above, including the names and addresses of all MBEs and WBEs contacted and, if any such MBE or WBE is not selected as a joint venturer or subcontractor, the reason for such decision.

(iii) Making plans and specifications for prospective work available to MBEs and WBEs in sufficient time for review.

(iv) Utilizing the list of eligible MBEs and WBEs maintained by the Port Authority or seeking minorities and women from other sources for the purpose of soliciting bids for subcontractors.

(v) Encouraging the formation of joint ventures, partnerships or other similar arrangements among subcontractors, where appropriate, to insure that the Contractor will meet its obligations hereunder.

(vi) Insuring that provision is made to provide progress payments to MBEs and WBEs on a timely basis.

(vii) Submitting quarterly reports to the Port Authority (Aviation Department and Office of Business and Job Opportunity) detailing its compliance with the provisions hereof.

(d) The Contractor's non-compliance with the provisions of this Article shall constitute a material breach of this Agreement. In the event of the breach by the Contractor of any of the above provisions the Port Authority may take any appropriate action to enforce compliance; or in the event such non-compliance shall continue for a period of twenty (20) days after receipt of written notice from the Port Authority, the Port Authority shall have the right to terminate this Agreement and the letting hereunder with the same force and effect as a termination under the Article of this Agreement providing for termination for default by the Contractor in the performance or observance of any other term or provision of this Agreement, or may pursue such other remedies as may be provided by law.

(e) In the implementation of this Article, the Port Authority may consider compliance by the Contractor with the provisions of any federal, state or local law concerning affirmative action-equal employment opportunity which are at least equal to the requirements of this Article, as effectuating the provisions of this Article. If the Port Authority determines that by virtue of such compliance with the provisions of any such federal, state or local law that the provisions hereof duplicate or conflict with such law the Port Authority may waive the applicability of the provisions of this Article to the extent that such duplication or conflict exists.

(f) Nothing herein provided shall be construed as a limitation upon the application of any laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

ARTICLE 13. EXTRA WORK

The Contractor is required to provide separate materials, supplies, equipment and personnel for Extra Work when such is deemed necessary by the Manager. "Extra Work" as used herein shall be defined as work which differs from that expressly or impliedly required by the Specifications in their present form. Total Extra Work performed by the Contractor shall not exceed six percent (6%) of the total authorized amount of this Contract for the entire Term of this Contract including extensions thereof. The Contractor is required to perform Extra Work pursuant to a written order of the Manager expressly recognizing such work as Extra Work. If 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 of five percent (5%) 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, draftsman, architects, designers, and other employees below the rank of supervisor, directly employed by the contractor 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, 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, 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.
All Extra Work shall be billed to the Port Authority on a separate invoice on a monthly basis.

## ARTICLE 14. BROKERAGE

The Contractor and the Port Authority each represent and warrant to the other that no broker or finder has been concerned or involved on its respective behalf in the negotiation of this Contract and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Contractor and the Port Authority shall indemnify and save each other harmless of and from any claim for commission or brokerage made by any and all persons, firms or corporations whatsoever for services rendered to the Contractor or the Port Authority, as the case may be, in connection with the negotiation and execution of this Contract.

## ARTICLE 15. PREVAILING WAGE

As applicable, the Contractor shall provide (and shall cause all sub-contractors to pay or provide) to his or her workers, laborers, carpenters, mechanics (who are employed by him/her to work on an hourly or daily basis at any trade or occupation at or about the Facility) at least the prevailing rate of wage and supplements for others engaged in the same trade or occupation in the locality in which the Services are being performed.

For the purposes of this Contract, the prevailing rates of wage and supplements are those established by the STATE OF NEW JERSEY, Department of Labor and Workforce

Development, Bergen County, for the period of time in which the work is performed as applicable.

The provisions of this clause are inserted in this Contract for the benefit of such workers, laborers, carpenters and mechanics as well as for the benefit of the Port Authority; and if the Contractor or any subcontractor shall pay or provide any such workers, laborers, carpenters and mechanics less than the rates of wages and supplements above described, such workers, laborers or mechanics shall have a direct right of action against the Contractor or such subcontractor for the difference between the wages and supplements actually paid or provided and those to which he/she is entitled under this clause. If such worker, laborer, carpenter and, mechanic is employed by any subcontractor whose subcontract does not contain a provision substantially similar to the provisions of this clause (requiring the payment or provision of a least the above minimum, and providing for a cause of action in the event of the subcontractor's failure to pay or provide such wages and supplements) such worker, laborer, carpenter or mechanic shall have a direct right of action against the Contractor. The Port Authority shall not be a necessary party to any action brought by any worker, laborer, carpenter, or mechanic to obtain a money judgment against the Contractor or any subcontractor pursuant to this clause.

Nothing herein contained shall be construed to prevent the Contractor or any subcontractor from paying higher rates or providing higher supplements than the minimum hereinbefore described; and nothing herein contained shall be construed to constitute a representation or guarantee by the Port Authority that the Contractor or any subcontractor can obtain workers, laborers, carpenters and mechanics for the minimum hereinbefore described.

ARTICLE 16. MISCELLANEOUS

1. The captions, if any, in this Contract are for reference purposes only and shall not in any way affect the meaning or interpretation of the provisions and terms hereof.

2. Wherever, under this Contract, written direction or prior written approval or consent of the Port Authority is required, such direction, approval or consent may at any time and from time to time be prospectively withdrawn or modified by written notice, in the sole discretion of the Port Authority.

ARTICLE 17. Other Conditions

1. The Authority's Standard Contract Terms and Conditions, attached, shall apply to this Contract.
2. Contractor shall be subject to the terms of an Award Letter issued by the Authority.

SCHEDULE A

AFFIRMATIVE ACTION-EQUAL OPPORTUNITY---MINORITY BUSINESS ENTERPRISES ---WOMEN-OWNED BUSINESS ENTERPRISES REQUIREMENTS

PART I. Affirmative Action Guidelines - Equal Employment Opportunity

I. As a matter of policy the Port Authority hereby requires the Contractor and the Contractor shall require any other Contractor to comply with the provisions set forth hereinafter in this Schedule A. The provisions set forth in this Part I are similar to the conditions for bidding on federal government contract adopted by the Office of Federal Contract Compliance and effective May 8, 1978.

The Contractor as well as each bidder, contractor and subcontractor of the Contractor and each subcontractor of a contractor at any tier of construction (herein collectively referred to as the "Contractor") must fully comply with the following conditions set forth herein as to each construction trade to be used on the construction work or any portion thereof (said conditions being herein called "Bid Conditions"). The Contractor hereby commits itself to the goals for minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions. The Contractor shall commit itself to the said goals for minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions by submitting a properly signed bid.

II. The Contractor shall appoint an executive of its company to assume the responsibility for the implementation of the requirements, terms and conditions of the following Bid Conditions:

(a) The goals for minority and female participation expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work are as follows:

| | | |
|---|---|---|
| (1) | Minority participation | |
| | Minority, except laborers | 30% |
| | Minority, laborers | 40% |
| (2) | Female participation | |
| | Female, except laborers | 6.9% |
| | Female, laborers | 6.9% |

These goals are applicable to all the Contractor's construction work performed in and for the Premises.

The Contractor's specific affirmative action obligations required herein of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make good faith efforts to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract. Compliance with the goals will be measured against the total work hours performed.

(b) The Contractor shall provide written notification to the to the Port Authority's Aviation Department and Office of Business and Job Opportunity within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

(c) As used in these specifications:

(1) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941:

(2) "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

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

(d) Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the construction work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 those provisions which include the applicable goals for minority and female participation.

(e) The Contractor shall implement the specific affirmative action standards provided in subparagraphs (1) through (16) of Paragraph (h) hereof. The goals set forth above are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each

construction trade in which it has employees in the Premises. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

(f) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations hereunder.

(g) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(h) The Contractor shall take specific affirmative actions to ensure equal employment opportunity ("EEO").

The evaluation of the Contractor's compliance with these provisions shall be based upon its good faith efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each phase of the construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other supervisory personnel at the Premises are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at the Premises.

(2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

(4) Provide immediate written notification to the Lessee when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other

information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and training programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (2) above.

(6) Disseminate the Contractor's EEO Policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the Contractor's newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the Contractor's EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least every six months the Contractor's EEO policy and affirmative action obligations hereunder with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decision including specific review of these items with on-terminal supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at the Premises. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations and to State-certified minority referral agencies serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the Premises and in areas of a Contractor's workforce.

(11) Tests and other selecting requirements shall comply with 41 CFR Part 60-3.

(12) Conduct, at least every six months, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations hereunder are being carried out.

(14) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least every six months, of all supervisors' adherence to and performance under the Contractors' EEO policies and affirmative action obligations.

(i) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (subparagraphs (1)-(16) of Paragraph (h) above). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraph (h) hereof provided that: the Contractor actively participates in the group, makes good faith efforts to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes good faith efforts to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.

(j) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation hereof if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation hereof if a specific minority group of women is underutilized).

(k) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

(l) The Contractor shall not enter into any subcontract with any Person or firm debarred from Government contracts pursuant to Executive Order 11246.

(m) The Contractor shall carry out such sanctions and penalties for violation of this clause including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered by the Lessee. Any Contractor who fails to carry out such sanctions and penalties shall be in violation hereof.

(n) The Contractor, in fulfilling its obligations hereunder shall implement specific affirmative actions steps, at least as extensive as those standards prescribed in paragraph (h) hereof so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of these provisions, the Lessee shall proceed accordingly.

(o) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanical apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work is performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

(p) Nothing herein provided shall be construed as a limitation upon the application of any laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(q) Without limiting any other obligation, term or provision under the Lease, the Contractor shall cooperate with all federal, state or local agencies established for the purpose of implementing affirmative action compliance programs and shall comply with all procedures and guidelines established or which may be established by the Port Authority.

PART II. MINORITY BUSINESS ENTERPRISES AND WOMEN-OWNED BUSINESS ENTERPRISES

As a matter of policy the Port Authority requires the Contractor and the Contractor shall itself and shall require that any other Contractor utilized by the Contractor to perform contract work ("the work") on the premises including without limitation construction work to use every good faith effort to provide for meaningful participation by Minority Business

Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in the work pursuant to the provisions of this Schedule A. For purposes hereof, "Minority Business Enterprise" "(MBE)" shall mean any business enterprise which is at least fifty-one percentum owned by, or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, "Women-owned Business Enterprise" "(WBE)" shall mean any business enterprise which is at least fifty-one percentum owned by, or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by women and such ownership is real, substantial and continuing. A minority shall be as defined in paragraph II(c) of Part I of this Schedule A. "Meaningful participation" shall mean that at least seventeen percent (17%) of the total dollar value of the construction contracts (including subcontracts) covering the construction work are for the participation of Minority Business Enterprises and Women-owned Business Enterprises, of which at least twelve percent (12%) are for the participation of Minority Business Enterprises. Good faith efforts to include meaningful participation by MBEs and WBEs shall include at least the following:

(a) Dividing the work to be subcontracted into smaller portions where feasible.

(b) Actively and affirmatively soliciting bids for subcontracts from MBEs and WBEs, including circulation of solicitations to minority and female contractor associations. The Contractor shall maintain records detailing the efforts made to provide for meaningful MBE and WBE participation in the work, including the names and addresses of all MBEs and WBEs contacted and, if any such MBE or WBE is not selected as a joint venturer or subcontractor, the reason for such decision.

(c) Making plans and specifications for prospective construction work available to MBEs and WBEs in sufficient time for review.

(d) Utilizing the list of eligible MBEs and WBEs maintained by the Port Authority or seeking minorities and women from other sources for the purpose of soliciting bids for subcontractors.

(e) Encouraging the formation of joint ventures, partnerships or other similar arrangements among subcontractors, where appropriate, to insure that the Lessee and Contractor will meet their obligations hereunder.

(f) Insuring that provision is made to provide progress payments to MBEs and WBEs on a timely basis, preferably bi-weekly, and that retainage is paid to MBEs and WBEs when they have completed their work.

(g) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

(h) Requiring each contractor to submit to the Lessee with each payment request evidence that all MBE and WBE Contractors have been paid in accordance with their contract.

Certification of MBEs and WBEs hereunder shall be made by the Office of Business and Job Opportunity of the Port Authority. If the Contractor wishes to utilize a firm not already certified by the Port Authority, it shall submit to the Port Authority a written request for a determination that the proposed firm is eligible for certification. This shall be done by completing and forwarding such form as may be then required by the Port Authority. All such requests shall be in writing addressed to the Office of Business and Job Opportunity, the Port Authority of New York and New Jersey, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may specify by notice to the Lessee. Certification shall be effective only if made in writing by the Director in charge of the Office of Business and Job Opportunity of the Port Authority. The determination of the Port Authority shall be final and binding.

The Port Authority has compiled a list of the firms that the Port Authority has determined satisfy the criteria for MBE and WBE certification. This list may be supplemented and revised from time to time by the Port Authority. Such list shall be made available to the Contractor upon request. The Port Authority makes no representation as the financial responsibility of such firms, their technical competence to perform, or any other performance-related qualifications.

Only MBE's and WBE's certified by the Port Authority will count toward the MBE and WBE goals.

Please note that only sixty percent (60%) of expenditures to MBE or WBE suppliers will count towards meeting the MBE and WBE goals. However, expenditures to MBE or WBE manufacturer's (i.e. suppliers that produce goods from raw materials or substantially alter them before resale) are counted dollar for dollar.

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# STANDARD CONTRACT TERMS AND CONDITIONS

## PART I GENERAL DEFINITIONS

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

Authority or Port Authority - 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.

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

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

## 18. General Obligations

a. Except where expressly required or permitted herein to be oral, all notices, requests, consents and approvals required to be given to or by either party shall be in writing and all such notices, requests, consents and approvals shall be personally delivered to the other party during regular business hours or forwarded to such party by United States certified mail, return receipt requested, addressed to the other party at its address hereinbefore or hereafter provided. Until further notice the Contractor hereby designates the address shown on the bottom of the Contractors Signature Sheet as their address to which such notices, requests, consents, or approvals may be forwarded. All notices, requests, consents, or approvals of the Contractor shall be forwarded to the Manager at the Facility.
b. The Contractor shall comply with the provisions of all present and future federal, state and municipal laws, rules, regulations, requirements, ordinances, orders and directions which pertain to its operations under this Contract and which affect the Contract or the performance thereof and those engaged therein as if the said Contract were being performed for a private corporation, except where stricter

requirements are contained in the Contract in which case the Contract shall control. The Contractor shall procure for itself all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Contractor's operations hereunder which may be necessary for the Contractor's operations. The Contractor's obligation to comply with governmental requirements 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, 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 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, of the Port Authority, of third persons, or from the acts of God or the public enemy, or otherwise, including claims and demands of any local jurisdiction against the Port Authority in connection with this Contract.

The Contractor assumes the following risks, whether such risks arise from acts or omissions (negligent or not) of the Contractor, the Port Authority or third persons 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. High Security Areas

a. Services under the Contract may be required in high security areas, as the same may be designated by the Manager from time to time. The Port Authority shall require the observance of certain security procedures with respect to the high security 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.

b. Twenty-four hours prior to the proposed performance of any work in a high security 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 high security areas and the escorting of personnel hereunder. Prior to the start of work, the Contractor shall request a description from the Manager of the high security areas which will be in effect on the commencement date. The description of high security 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 Port Authority operates facilities and systems, at which terrorism or other criminal acts may have a significant impact on life safety and key infrastructures. The Authority reserves the right to impose multiple layers of security requirements on the performance of the Contract work, including on the Contractor, its staff and subcontractors and their staffs depending upon the level of security required, as determined by the Authority. The Contractor shall and shall instruct its subcontractors to cooperate with Authority staff in adopting security requirements. These security requirements may include but may not be limited to the following:

i. Identity Checks and Background Screening

Contractor/subcontractor identity checks and background screening shall include but shall not be limited to: (1) inspection of not less than two forms of valid/current government issued identification (at least one having an official photograph) to verify staff's name and residence; (2) screening of federal, state, and/or local criminal justice agency information databases and files; (3) screening of any terrorist identification files; (4) multi-year check of personal, employment and /or credit history; (5) access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning.

The Contractor may be required to have its staff, and any subcontractor's staff, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority. If the Authority directs the Contractor to have identity checks and background screening performed by a particular firm designated by the Authority, the Authority will compensate the Contractor for the cost of such screening pursuant to the Extra Work provisions of the Contract.

ii. Issuance of Photo Identification cards:

If the Authority requires facility-specific identification cards for the Contractor's and subcontractors' staff, the Authority will supply such identification cards at no cost to the Contractor.

iii. Access control, inspection, and monitoring by security guards:

The Authority will provide for facility access control, inspection and monitoring by Authority retained security guards. Should the Authority require the Contractor to hire security guards for the purpose of facility access control and inspection in lieu of or in addition to the Authority retained facility security guards, the Contractor will be reimbursed for the cost of such security guards pursuant to the Extra Work provisions of the Contract. However, this provision shall not relieve the Contractor of its responsibility to secure its equipment and work at the facility at its own expense.

The Authority may impose, increase, and/or upgrade security requirements for the Contractor, subcontractors and their staffs during the term of this Contract to address changing security conditions and/or new governmental regulations.

iv. The Contractor and subcontractors, when appropriate, shall 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 Port Authority of New York & New Jersey Information Security Handbook (October 15, 2008, corrected as of February 9, 2009).*

**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.

**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. Good Faith Participation**

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

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

a. Dividing the services and materials to be procured into small portions, where feasible.

b. Giving reasonable advance notice of specific contracting, subcontracting and purchasing opportunities to such MBEs/WBEs as may be appropriate.

c. Soliciting services and materials, to be procured, from the Directory of MBEs/WBEs, a copy of which can be obtained by contacting the Port Authority's Office of Business and Job Opportunity at (212) 435-7819 or seeking MBEs/WBEs from other sources.

d. Insuring that provision is made to provide progress payments to MBEs/WBEs on a timely basis.

e. Observance of reasonable commercial standards of fair dealing in the respective trade or business.

## 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 $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 to the individual named in the clause hereof entitled "Bidder's Questions"), 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.

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. 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-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 on this Contract of any change of circumstances which might under this clause make it unable to make the foregoing certifications 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 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 or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certifications required to be disclosed, the Authority may determine that the Bidder is not a responsible Bidder with respect to its bid on the Contract or with respect to future bids on Authority contracts and may exercise such other remedies as are provided to it by the Contract with respect to these matters. In addition, Bidders are advised that knowingly providing a

false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see e.g. New York Penal Law, Section 175.30 et seq.). Bidders are also advised that the inability to make such certification will not in and of itself disqualify a Bidder, and that in each instance the Authority will evaluate the reasons therefor provided by the Bidder. Under certain circumstances the Bidder may be required as a condition of Contract award to enter into a Monitoring Agreement under which it will be required to take certain specified actions, including compensating an independent Monitor to be selected by the Port Authority, said Monitor to be charged with, among other things, auditing the actions of the Bidder to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Port Authority.

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

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

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

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

**4. No Gifts, Gratuities, Offers of Employment, Etc.**

During the term of this Contract, 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 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.

**5. 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. 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.

**6. 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 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;
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.

**THE PORT AUTHORITY** OF NY & NJ

October 17, 2013

**FAX: 516-767-9200**

Aero Snow Removal Corp.
30 Sagamore Hill Drive
Port Washington, NY 11050
ATTN: William F. Wynperle, Jr.

**RE: EMERGENCY SNOW REMOVAL EQUIPMENT AT VARIOUS PORT AUTHORITY FACILITIES – SNOW SEASON 2013-2014 BID #34652**

Dear Mr. Wynperle:

Your rates for snow removal addressed to the referenced requirement have been received and transmitted to all Facility Managers for areas you wish to service. You will be contacted directly by Facility Manager if your services are requested. The Port Authority will reimburse for tolls incurred by the Contractor during snow removal operations at our Facilities under this Contract. The Port Authority will not reimburse for tolls incurred during traveling to and from these Facilities. The Contractor is required to submit a copy of their EZ Pass statement along with the invoice in order to be compensated.

Very truly yours,

Kathy Leslie Whelan
Assistant Director
Commodities and Services Division
Procurement Department

*Procurement Department*
*2 Montgomery Street, 3rd Floor*
*Jersey City, NJ 07302*
*T: 212 435 7000*

# THE PORT AUTHORITY OF NY & NJ

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

**INVITATION FOR BID/PUBLIC BID OPENING**

**BID INFORMATION**

ISSUED DATE: AUGUST 30, 2013

TITLE: EMERGENCY SNOW REMOVAL AND EQUIPMENT AT VARIOUS PORT AUTHORITY FACILITIES – SNOW SEASON 2013-2014

BID NO.: 34652

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

BID DUE DATE: September 13, 2013 TIME: 11:00 AM

BUYER NAME: SELENE ORTEGA PHONE NO.: (201) 395-3407
FAX NO.: (201) 395-3425
EMAIL: sortega@panynj.gov

09-13-13A11:05 RCVD

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

Aero Snow Removal Corp.
(NAME OF BIDDING ENTITY)

30 Sagamore Hill Drive
(ADDRESS)

Port Washington, NY 11050
(CITY, STATE AND ZIP CODE)

William F. Wynperle, Jr., Executive Vice President 516-944-3100
(REPRESENTATIVE TO CONTACT-NAME & TITLE (TELEPHONE)

516-767-9200
(FEDERAL TAX I.D. NO.) (FAX NO.)

x BUSINESS CORPORATION _____ PARTNERSHIP _____ INDIVIDUAL

_____ OTHER (SPECIFY): _____

09-13-13A11:15 RCVD

# THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
## 2013-2014 SCHEDULE OF EQUIPMENT AND PRICES

**BID #34652**


| | |
|---|---|
| VENDOR'S NAME: | Aero Snow Removal Corp. |
| ADDRESS: | 30 Sagamore Hill Drive, Port Washington, NY 11050 |
| CONTACT NAME: | Fred Gonzalez |
| TELEPHONE #: | 516-944-3100 |
| FAX #: | 516-767-9200 |
| EMAIL ADDRESS: | wwynperle@aerosnow.com |
| | fgonzalez@aerosnow.com |




Rates quoted are for all time frames. No additional charges or overtime.

| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | | | (10) | | | (11) | | | (12) | (13) | | (14) | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| FACILITY TO SERVICE | NO. OF UNITS | TYPE & MAKE | MODEL & YEAR | TYPE OF BODY | BODY SIZE (YARDS) | BLADE & BUCKET SIZE | REVERSIBLE (YES OR NO) | HAULAGE RATE PER UNIT/PER MOVE | | | STANDBY RATE PER UNIT | | | OPERATING RATE PER UNIT | | | MIN. HOURS PER CALL/ PER UNIT | OVER TIME HOURS IN EFFECT | | LOC. OF EQUIP. | SPECIAL RATES (if any) |
| | | | | | | | | Flat Rate or Hourly | O/T Hours (TH) | O/T Hours (DT) | Hourly | O/T Hours (TH) | O/T Hours (DT) | Hourly | O/T Hours (TH) | O/T Hours (DT) | | (TH) | (DT) | | |
| All Facilities | 10 | Dump Trucks | Various | Dump | 17 cy | - | No | 330.00 | — | — | 110.00 | — | — | 170.00 | — | — | 8 | — | — | JFK-EWR | |
| | 10 | Truck Plows | Various | Dump | 12-17 cy | 10' - 11' | Yes | 390.00 | — | — | 100.00 | — | — | 180.00 | — | — | 8 | — | — | | |
| | 6 | 4x4 w/ Plows | Various | Pick Up | 6' - 8' | 7' | Yes | 230.00 | — | — | 80.00 | — | — | 115.00 | — | — | 8 | — | — | | |
| | 4 | 4x4w/Plow/Spreader | Various | Hopper | 2 cy | 7' - 8' | Yes | 230.00 | — | — | 110.00 | — | — | 185.00 | — | — | 8 | — | — | | |
| | 10 | Payloader Cat | 930 or Equal | - | - | 3 cy | No | 465.00 | — | — | 145.00 | — | — | 175.00 | — | — | 8 | — | — | | |
| | 10 | Payloader Cat | 950 or Equal | - | - | 4 cy | No | 540.00 | — | — | 145.00 | — | — | 210.00 | — | — | 8 | — | — | | |
| | 10 | Payloader Cat | 966 or Equal | - | - | 5 cy | No | 540.00 | — | — | 145.00 | — | — | 240.00 | — | — | 8 | — | — | | |
| | 5 | Payloader Cat | 980 or Equal | - | - | 6 cy | No | 640.00 | — | — | 170.00 | — | — | 295.00 | — | — | 8 | — | — | | |
| | 3 | Payloader Cat | 988 or Equa | - | - | 7 cy | No | 640.00 | — | — | 170.00 | — | — | 310.00 | — | — | 8 | — | — | | |
| | 3 | RubberTire Dozer | Mich 280 | - | - | 20' - 30' | No | 730.00 | — | — | 195.00 | — | — | 340.00 | — | — | 8 | — | — | | |
| | 2 | Rubber Tire Dozer | Trojan | - | - | 20' | Yes | 650.00 | — | — | 225.00 | — | — | 375.00 | — | — | 8 | — | — | | |
| | 5 | Rubber Tire Dozer | Cat 834 | - | - | 12' - 15' | No | 950.00 | — | — | 225.00 | — | — | 415.00 | — | — | 8 | — | — | | |
| | 4 | Skid Steer Load | w/Bucket 1996 | - | - | 66" | No | 240.00 | — | — | 100.00 | — | — | 140.00 | — | — | 8 | — | — | | |
| | 4 | Skid Steer Load | w/Broom 1996 | - | - | 6' | Yes | 250.00 | — | — | 100.00 | — | — | 150.00 | — | — | 8 | — | — | | |
| | 2 | Sand/Salt Spreaders | Various | Hopper | 2 - 3 cy | - | No | 220.00 | — | — | 100.00 | — | — | 140.00 | — | — | 8 | — | — | | |
| | 2 | Sand/Salt Spreaders | Various | Hopper | 4 - 7 cy | - | No | 220.00 | — | — | 100.00 | — | — | 150.00 | — | — | 8 | — | — | | |
| | 2 | Sand/Salt Spreaders | Various | Hopper | 16 cy | - | Yes | 335.00 | — | — | 100.00 | — | — | 260.00 | — | — | 8 | — | — | | |

09-13-13A11:15 RCVD

# THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
## 2012-2013 SCHEDULE OF EQUIPMENT AND PRICES

**BID #34652**

VENDOR'S NAME: Aero Snow Removal Corp.
ADDRESS:
CONTACT NAME:
TELEPHONE #:
FAX #:
EMAIL ADDRESS:



| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | | | (10) | | | (11) | | | (12) | (13) | | (14) | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| FACILITY TO SERVICE | NO. OF UNITS | TYPE & MAKE | MODEL & YEAR | TYPE OF BODY | BODY SIZE (YARDS) | BLADE & BUCKET SIZE | REVERSIBLE (YES OR NO) | HAULAGE RATE PER UNIT/PER MOVE | | | STANDBY RATE PER UNIT | | | OPERATING RATE PER UNIT | | | MIN. HOURS PER CALL/ PER UNIT | OVER TIME HOURS IN EFFECT | | LOC. OF EQUIP. | SPECIAL RATES (if any) |
| | | | | | | | | Flat Rate or Hourly | O/T Hours (TH) | O/T Hours (DT) | Hourly | O/T Hours (TH) | O/T Hours (DT) | Hourly | O/T Hours (TH) | O/T Hours (DT) | | (TH) | (DT) | | |
| All Facilities | 2 | Sand/Salt Spreader w/Plow | | Hopper | 16 cy | 10' - 11' | Yes | 400.00 | — | — | 100.00 | — | — | 260.00 | — | — | 8 | — | — | JFK-EWR | |
| | 2 | Liquid Deicer Trucks | Various | 1,000 | Gallon | - | - | 350.00 | — | — | 200.00 | — | — | 400.00 | — | — | 8 | — | — | | |
| | 4 | Portable Snow Melters | Various | 100 to 600 | T/hr | - | - | 1,000.00 | — | — | 4.95 ton/hr of rated melt cap | | | 10.00 ton/hr of rated melt cap | | | 6 | — | — | | |
| | 3 | Self Propelled Snow Melter | | 100 to 350 | T/hr | - | - | 1,000.00 | — | — | 4.95 ton/hr of rated melt cap | | | 10.00 ton/hr of rated melt cap | | | 6 | — | — | | |

**THE PORT AUTHORITY** OF NY & NJ

October 17, 2013

**FAX: 973-684-1355**

Railroad Construction Company, Inc.
75-77 Grove Street
Paterson, NJ 07503
ATTN: Joseph Vaccaro

**RE: EMERGENCY SNOW REMOVAL EQUIPMENT AT VARIOUS PORT AUTHORITY FACILITIES – SNOW SEASON 2013-2014 BID #34652**

Dear Mr. Vaccaro:

Your rates for snow removal addressed to the referenced requirement have been received and transmitted to all Facility Managers for areas you wish to service. You will be contacted directly by Facility Manager if your services are requested. The Port Authority will reimburse for tolls incurred by the Contractor during snow removal operations at our Facilities under this Contract. The Port Authority will not reimburse for tolls incurred during traveling to and from these Facilities. The Contractor is required to submit a copy of their EZ Pass statement along with the invoice in order to be compensated.

Very truly yours,

Kathy Leslie Whelan
Assistant Director
Commodities and Services Division
Procurement Department

*Procurement Department*
*2 Montgomery Street, 3rd Floor*
*Jersey City, NJ 07302*
*T: 212 435 7000*

# THE PORT AUTHORITY OF NY & NJ

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

**INVITATION FOR BID/PUBLIC BID OPENING**

**BID INFORMATION**

**ISSUED DATE: AUGUST 30, 2013**

**TITLE:** EMERGENCY SNOW REMOVAL AND EQUIPMENT AT VARIOUS PORT AUTHORITY FACILITIES – SNOW SEASON 2013-2014

**BID NO.:** 34652

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

09-13-13A11:06 RCVD

**BID DUE DATE:** September 13, 2013 **TIME:** 11:00 AM

**BUYER NAME:** SELENE ORTEGA

**PHONE NO.:** (201) 395-3407
**FAX NO.:** (201) 395-3425
**EMAIL:** sortega@panynj.gov

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

**RAILROAD CONSTRUCTION COMPANY, INC.**
(NAME OF BIDDING ENTITY)

75-77 Grove Street
(ADDRESS)

Paterson, New Jersey 07503
(CITY, STATE AND ZIP CODE)

Joseph Vaccaro, Vice-President (973) 684-0362
(REPRESENTATIVE TO CONTACT-NAME & TITLE (TELEPHONE)

(973) 684-1355
(FEDERAL TAX I.D. NO.) (FAX NO.)

✓ BUSINESS CORPORATION ____ PARTNERSHIP ____ INDIVIDUAL

____ OTHER (SPECIFY): _____

Rev. 09/07/2010

# THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
## 2013-2014 SCHEDULE OF EQUIPMENT AND PRICES

BID #34652


VENDOR'S NAME: **RAILROAD CONSTRUCTION COMPANY, INC.**
ADDRESS: 75-77 Grove Street, Paterson, N.J. 07503
CONTACT NAME: Joseph Vaccaro, Vice-President
TELEPHONE #: (973) 684-0362
FAX #: (973) 684-1355
EMAIL ADDRESS: Bidgroup@rccmail.net


| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | | | (10) | | | (11) | | | (12) | (13) | | (14) | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| FACILITY TO SERVICE | NO. OF UNITS | TYPE & MAKE | MODEL & YEAR | TYPE OF BODY | BODY SIZE (YARDS) | BLADE & BUCKET SIZE | REVERSIBLE (YES OR NO) | HAULAGE RATE PER UNIT/PER MOVE | | | STANDBY RATE PER UNIT | | | OPERATING RATE PER UNIT | | | MIN. HOUR PER CALL/ PER UNIT | OVER TIME HOURS IN EFFECT | | LOC. OF EQUIP. | SPECIAL RATES (if any) |
| | | | | | | | | Flat Rate or Hourly | O/T Hour (TH) | O/T Hour (DT) | Hourly | O/T Hour (TH) | O/T Hour (DT) | Hourly | O/T Hour (TH) | O/T Hour (DT) | | (TH) | (DT) | | |
| PN | 2 | Pay Loader | Kom 320 | | 2-3 CY | 2-3 CY | | 700.00 | 720.00 | 740.00 | 225.00 | 245.00 | 265.00 | 275.00 | 300.00 | 330.00 | 8 | | | Edison NJ | |
| HCMF | | | 1997/2001 | | | | | | | | | | | | | | | | | | |
| JSTC | | | | | | | | | | | | | | | | | | | | | |
| JCAMT | | | | | | | | | | | | | | | | | | | | | |
| | 7 | Pay Loader | Kom 380 or | | 4 CY | 4 CY | | 700.00 | 720.00 | 740.00 | 225.00 | 245.00 | 265.00 | 275.00 | 300.00 | 330.00 | 8 | | | Edison NJ | |
| | | | Equiv. | | | | | | | | | | | | | | | | | | |
| | | | 1998/2003 | | | | | | | | | | | | | | | | | | |
| | 3 | Pay Loader | Kom 450 or | | 5 CY | 5 CY | | 700.00 | 720.00 | 740.00 | 225.00 | 245.00 | 265.00 | 275.00 | 300.00 | 330.00 | 8 | | | Edison NJ | |
| | | | Equiv. | | | | | | | | | | | | | | | | | | |
| | | | 1995/2003 | | | | | | | | | | | | | | | | | | |
| | 8 | Backhoe | JD410 or | | 2 CY | 2 CY | | 700.00 | 720.00 | 740.00 | 225.00 | 245.00 | 265.00 | 275.00 | 300.00 | 330.00 | 8 | | | Edison NJ | |
| | | | Equiv. | | | | | | | | | | | | | | | | | | |
| | | | 1995/2002 | | | | | | | | | | | | | | | | | | |

09-13-13A11:17 RCVD

**THE PORT AUTHORITY** OF NY & NJ

October 1, 2012

**FAX: 516-767-9200**

Tully Environmental Inc.
127-50 Northern Blvd.
Flushing, NY 11368
ATTN: Dean Devoe

**RE: EMERGENCY SNOW REMOVAL EQUIPMENT AT VARIOUS PORT AUTHORITY FACILITIES**
**BID #30260 - 2012 - 2013 WINTER SEASON**

Dear Mr. Devoe:

Your rates for snow removal addressed to the referenced requirement have been received and transmitted to all facility managers for areas you wish to service. You will be contacted directly by facility manager if your services are requested. The Authority will reimburse for tolls incurred by the Contractor during snow removal operations at our facilities under this Contract. The Authority will not reimburse for tolls incurred during traveling to and from these facilities. The Contractor is required to submit a copy of their EZ Pass statement along with the invoice in order to be compensated.

Very truly yours,

Kathy Leslie Whelan
Manager, Commodities and Services Division
Procurement Department

*Procurement Department*
*2 Montgomery Street, 3rd Floor*
*Jersey City, NJ 07302*
*T: 212 435 7000*

# THE PORT AUTHORITY OF NY & NJ

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

### INVITATION FOR BID/PUBLIC BID OPENING

### BID INFORMATION

ISSUED DATE: AUGUST 1, 2012

TITLE: EMERGENCY SNOW REMOVAL AND EQUIPMENT AT VARIOUS PORT AUTHORITY FACILITIES

BID NO.: 30260

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

BID DUE DATE: August 23, 2012 TIME: 11:00 AM

BUYER NAME: SELENE ORTEGA

PHONE NO.: (201) 395-3407
FAX NO.: (201) 395-3425
EMAIL: sortega@panynj.gov

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

Tully Environmental, Inc.
(NAME OF BIDDING ENTITY)

127-50 Northern Blvd.
(ADDRESS)

Flushing, N.Y. 11368
(CITY, STATE AND ZIP CODE)

Dean Devoe, Project Manager (718) 446-7000
(REPRESENTATIVE TO CONTACT-NAME & TITLE) (TELEPHONE)

(718) 458-5199
(FEDERAL TAX I.D. NO.) (FAX NO.)

✓ BUSINESS CORPORATION ____ PARTNERSHIP ____ INDIVIDUAL

____ OTHER (SPECIFY): ____

Rev. 09/07/2010

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
2012-2013 SCHEDULE OF EQUIPMENT AND PRICES

VENDOR'S NAME: TULLY ENVIRONMENTAL, INC. BID#30260
ADDRESS: 127-50 NORTHERN BOULEVARD, FLUSHING NEW YORK 11368
CONTACT NAME: DEAN DEVOE
TELEPHONE #: 718-446-7000
FAX#: 718-458-5199
EMAIL ADDRESS: DDEVOE@TULLYENVIRONMENTAL.COM

| Facility to Service | No. of Units | Type & Make | Model & Year | Type of Body | Size Body Yards | Size Blade and Bucket | Reversible (Yes or No) | HAULAGE RATE PER UNIT/PER MOVE FLAT RATE OR HOURLY O/T HOURS (TH) O/T HOURS (DT) | STANDBY RATE PER UNIT HOURLY O/T HOURS(TH) O/T HOURS (DT) | OPERATING RATE PER UNIT HOURLY O/T HOURS(TH) O/T HOURS (DT) | Min. Hour Per Call Per Unit (If any) | Loc. Of Equip. | Special rates & Hours when Overtime is in effect |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| LGA/ JFKIA | 10 | CAT 966 Loader | | | | 4.0 YD Bucket | No | 500/Move Each Way 750/Move Each Way TH | ST-210.00 TH - 315.00 DT - 315.00 | ST-287.5 TH - 397.5 DT - 397.50 | 8 | Flushing | ST Rate M-F 7-3pm; TH M-F 3pm - 7am, Sat; DT Sundays and Holidays |
| LGA/ JFKIA | 2 | Komatsu WA 500 Loader | | | | 4.5 YD Bucket | No | 500/Move Each Way 750/Move Each Way TH | ST-210.00 TH - 315.00 DT - 315.00 | ST-287.5 TH - 397.5 DT - 397.50 | 8 | Flushing | ST Rate M-F 7-3pm; TH M-F 3pm - 7am, Sat; DT Sundays and Holidays |
| LGA/ JFKIA | 20 | CAT 446 or Equivalent | | | | 2.0 YD Bucket | No | 500/Move Each Way 750/Move Each Way TH | ST-170.00 TH-300.00 DT - 340.00 | ST-263.75 TH-380.75 DT - 380.75 | 8 | Flushing | ST Rate M-F 7-3pm; TH M-F 3pm - 7am, Sat; DT Sundays and Holidays |
| LGA/ JFKIA | 2 | CAT 950 Loader | | | | 3.0 YD Bucket | No | 500/Move Each Way 750/Move Each Way TH | ST-210.00 TH - 315.00 DT - 315.00 | ST-287.5 TH - 397.5 DT - 397.50 | 8 | Flushing | ST Rate M-F 7-3pm; TH M-F 3pm - 7am, Sat; DT Sundays and Holidays |
| LGA/ JFKIA | 20 | Dump Trailer w/ Tractors | | Dump Trailer | 50 YDS | | No | | ST-135.00 OT-200.00 DT - 270.00 | ST-180.00 OT-250.00 DT - 360.00 | 8 | Flushing | ST Rate M-F 7-3pm; TH M-F 3pm - 7am, Sat; DT Sundays and Holidays |

00-23-12A11:25 RCVD

# THE PORT AUTHORITY OF NY & NJ

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

**INVITATION FOR BID/PUBLIC BID OPENING**

**BID INFORMATION**

**ISSUED DATE: AUGUST 1, 2012**

**TITLE:** EMERGENCY SNOW REMOVAL AND EQUIPMENT AT VARIOUS PORT AUTHORITY FACILITIES

**BID NO.:** 30260

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

**BID DUE DATE:** August 23, 2012 **TIME:** 11:00 AM

**BUYER NAME:** SELENE ORTEGA

**PHONE NO.:** (201) 395-3407
**FAX NO.:** (201) 395-3425
**EMAIL:** sortega@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): _____

## INFORMATION FOR VENDORS

1. Study all documents carefully. Return one (1) copy.

2. Prospective Vendors should fill out all applicable columns on the "Schedule of Equipment and Prices" attached hereto for each type of equipment unit. Read the following carefully.

   Column 1
   The Vendor should list the Facilities they wish to service and identify them with the Facility Code from the "Port Authority Facilities" list below.

   Columns 2
   The Vendor must fill out as indicated in the heading of the column.

   Column 3
   The Vendor must list the type and make of each equipment he/she is offering to the Port Authority at the various Facilities. Selection of Vendors will be based in part on the submission of rates for said equipment. Vendors may, however, offer rates for additional snow removal equipment, which will only be utilized when, in the sole opinion of the Facility Manager, the said listed equipment is not sufficient for the proper removal of snow at the Facility. Allow one letter for each particular class of equipment.

   Ex. (A) Dump Truck - Mack
   (B) Payloaders - Michigan
   (C) Bulldozers - Caterpillar

   Note: When invoicing the lessor, the Vendor shall refer to the equipment by the exact description shown in the original submission and by the alphabetical code for the class of equipment.

   Columns 4, 5, 6, 7, and 8
   The Vendor must fill out as indicated in the headings of each column.

   Column 9
   The Vendor should list in this column either a flat rate of compensation or an hourly charge per unit/per move, if any, for haulage of the equipment unit and the personnel necessary to operate it. This rate should indicate the cost per move for either moving the equipment to a Facility or removing it. Additionally, the Vendor should list a flat rate per move for haulage during overtime hours, utilizing the abbreviations "TH" to any time and a half rates and "DT" to any double time rates.

   Column 10
   The Vendor should list an hourly rate (straight time) of compensation for the unit of equipment and the labor for operating such unit during the time when the unit is at a Port Authority Facility on standby as a result of notification by the Port Authority but not actually in service. Additionally, if the Vendor is obligated to pay overtime wages to the labor operating the

equipment, he/she should indicate in this column the standby overtime rate, which reflects the Vendor's overtime obligation.

NOTE:
Wherever the Vendor is requested to indicate an overtime rate, he/she should affix the abbreviation "TH" to any time and half rate and "DT" to any double time rate.

Example: TH - $17.50
DT - $20.00

Column 11
The Vendor should list the hourly straight time rate of compensation for the unit of equipment and the personnel necessary to operate it while the equipment is actually engaged in snow removal operations at a Port Authority Facility. Additionally, the Vendor should list the overtime-hourly rate for the labor and equipment while they are actually engaged in snow removal operations at the Facility. The Vendor should affix the abbreviation "TH" to any time and a half rates, and "DT" to any double time rates.

Column 12
The Vendor should list the minimum hours per call he/she must be compensated for. Compensation for this minimum time shall be based on the hourly operating rate for the hours the equipment was actually in service and the remaining guaranteed minimum hours shall be paid for at the standby rate. E.G., if the lessor is to be paid for a minimum of eight (8) hours per call and his equipment is needed and used for only four (4) hours, he/she shall be paid for four (4) hours at the applicable operating rate (straight time or overtime) and four (4) hours at the applicable standby rate (straight time or overtime.)

Column 13
The Vendor shall list the hours when the overtime rates shall be in effect. Overtime hours should be indicated by letters "TH" affixed thereto whenever the lessor wishes to indicate time and a half hours. If the Vendor is also obligated to pay double time rates at any time, he/she should also indicate in this column when such rates are to be in effect. The abbreviation "DT" may be used indicating these double time hours.

Example -- hours when overtime is in effect:
TH - 4:00 p.m. to 8:00 a.m., Monday through Friday and all day Saturday.
DT - all day Sunday and Holidays.

If the Vendor does not specifically indicate in this column the hours when rates other than straight time rates shall be in effect, it shall be conclusively presumed that the straight time rate indicated shall apply at all times during which the Vendor is engaged, at any of the Facilities.

The Vendor should also include in this column, any special notes that he/she feels may be necessary.

Column 14
The Vendor should list the location where its equipment is normally parked/stored.

4. Sign at the end of the Request for Rates, inserting address and date of signature.

5. Request for Rates will be received until 11:00 a.m. on the date specified on the cover, in the office of the Manager, Purchasing Services Division of the Port Authority of New York and New Jersey, 2 Montgomery Street, 3rd Floor, Jersey City, New Jersey 07302. Request for Rates shall be submitted in a sealed envelope and conspicuously endorsed "Snow Removal."

6. Any questions by prospective Vendor, concerning the documents may be addressed to the Buyer, Selene Ortega, via e-mail at sortega@panynj.gov, who, however, is authorized only to direct the attention of prospective Vendors to various portions of the documents so that they may read and interpret such portion for themselves. Neither Buyer nor any other employee of the Authority is authorized to give interpretations of any portion of the documents or to give information as to the requirements of the documents in addition to that contained in the documents.

   Interpretations of the documents or additional information as to its requirements, where necessary, shall be communicated to Vendors only by written addendum, which addendum shall be considered part of this Request for Rates. Accordingly, nothing contained herein and no representation, statement or promise, oral or in writing, of the Authority, its Commissioners, officers, agents or employees shall impair or limit the effect of the warranties of the lessor contained in the Request for Rates.

7. Inasmuch as the transaction hereunder with the Port Authority as a public corporation created by compact between the States of New York and New Jersey, are exempt from taxation, the Vendor warrants that no Federal, State or other taxes have been included in his prices.

8. It is the intention of the Port Authority to accept all properly submitted Request for Rates and formulate a listing from which the Facility Managers may contact various Vendors to effectively accomplish snow removal operations taking due consideration of, among other things, applicable rates, types of equipment, rapid availability thereof, and level of proficiency.

9. The Vendor's attention is called to the fact that the schedules, which form a part of the Request for Rates, provide for the sole and exclusive compensation hereunder. If Vendors need to make additional charges, he/she must indicate them on said Schedule in the box marked "Special Rates".

10. The equipment to be leased will not be utilized in areas under specific contract with other Vendors or in areas where Port Authority Facility staff performs snow removal operations.

11. Union Jurisdiction - prospective Vendors are advised to ascertain whether any union now represented or not represented at the Facility will claim jurisdiction over any aspect of the operations performed hereunder.

12. 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, coverage for work within fifty feet (50') of railroad, 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 - $ 10 million combined single limit per occurrence for bodily injury and property damage liability.

Automobile Liability Insurance - $ 10 million combined single limit per accident for bodily injury and property damage liability.

If the services of the Contractor require the performance of services on airside of airports, the Commercial General Liability and Automobile Liability coverage limits stipulated above shall be increased to an amount not less than $25 million per occurrence as provided herein.

In addition, the liability policy (ies) shall name "The Port Authority of New York and New Jersey and its related entities, their commissioners, directors, officers, partners, employees and agents as additional insured", including but not limited to premise-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 condition and severability of interests clause for all policies so that coverage will respond as if separate policies were in force for each insured. An act or omission of one of the insureds shall not reduce or void coverage to the other insureds. 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. These insurance requirements shall be in effect for the duration of the contract to include any warrantee/guarantee period.

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 an endorsement that the policy may not be canceled, terminated, or modified without thirty (30) days' prior written notice to the Port Authority of NY and NJ, Att: Facility Contract Administrator, at the location where the work will take place and to the General Manager, Risk Management.

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

Within five (5) days after the award of this agreement or contract and prior to the start of work, the Contractor must submit an original certificate of insurance, to the Port Authority of NY and NJ, Facility Contract Administrator, at the location where the work will take place. This certificate of insurance MUST show evidence of the above insurance policy (ies), including but not limited to the cancellation notice endorsement and stating the agreement/contract number prior to the start of work. The General Manager, Risk Management 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 Management, a certified copy of each policy, including the premiums.

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

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

The requirements for insurance procured by the Contractor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Contractor under this contract. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Contractor against the obligations imposed on them by law or by this or any other Contract. **CITS#4103N**

**PLEASE SUBMIT YOUR CERTIFICATE WITH YOUR RATES**

## PORT AUTHORITY FACILITIES

| FACILITY CODE | FACILITY NAME |
|---|---|
| GWBBS | GEORGE WASHINGTON BRIDGE BUS STATION |
| GWB | GEORGE WASHINGTON BRIDGE |
| LT | LINCOLN TUNNEL |
| HT | HOLLAND TUNNEL |
| SIB | STATEN ISLAND BRIDGE |
| JFK | JOHN F KENNEDY INT'L AIRPORT |
| LGA | LAGUARDIA AIRPORT |
| EWR | NEWARK LIBERTY INT'L AIRPORT |
| TET | TETERBORO, AIRPORT |
| PATH | YARDS AND STOCKROOMS |
| BATH | BATHGATE INDUSTRIAL PARK |
| PABT | PORT AUTHORITY BUS TERMINAL |
| PATC | PORT AUTHORITY TECHNICAL CENTER |
| PN | PORT NEWARK |
| JCAMT | JERSEY CITY AUTO MARINE TERMINAL |
| EPAMT | ELIZABETH PA MARINE PARK |
| BPAMT | BROOKLYN PA MARINE TERMINAL |
| JSTC | JOURNAL SQUARE TRANSPORTATION CENTER |
| BB | BAYONNE BRIDGE |
| GB | GOETHALS BRIDGE |
| HCMF | HARRISON CAR MAINTENANCE FACILITY |
| HH | HOWLAND HOOK |
| OBX | OUTERBRIDGE CROSSING |
| WTC | WORLD TRADE CENTER SITE |
| IPY | INDUSTRIAL PARK AT YONKERS |
| PI | PORT IVORY, STATEN ISLAND |
| BCT | BROOKLYN CRUISE TERMINAL |
| BP | BROOKLYN PIERS |
| TELE | TELEPORT, STATEN ISLAND, NY |
| SWF | STEWART AIRPORT |
| NLCC | NEWARK LEGAL AND COMMUNICATION CENTER |
| ECRRC | ESSEX COUNTY RESOURCE RECOVERY CENTER |
| NLCC | A.F.I. BUILDING, ELIZABETH INDUSTRIAL PARK |
| 2 MONT | 2 MONTGOMERY STREET |

## REQUEST FOR RATES

## EQUIPMENT WITH LABOR, FOR SNOW REMOVAL
## WINTER SEASON - 2012- 2013
## THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

TO: THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

The undersigned, hereinafter called the "lessor," hereby offers and agrees to lease equipment, with labor necessary for its operation if and when requested from time to time by a Port Authority Facility Manager for snow removal during the winter season 2012-2013 at the Facility or Facilities indicated hereafter and at the rates specified herein. The Authority in no way represents or guarantees that it will request any equipment from the lessor nor does the lessor guarantee that he will furnish the equipment when requested by the Authority. If, during the winter season 2012 - 2013 all or part of the lessor's equipments becomes unavailable, the lessor shall so inform the Manager, Commodities and Services Division, in writing. As used herein "Manager" shall mean the Manager of the particular Authority Facility involved or his duly authorized representative acting within the scope of the particular authority vested in him.

Upon each request of the Manager to lease snow removal equipment specified in the "Schedule of Equipment and Prices" and upon the actual furnishing of said equipment by the lessor, the terms and conditions contained herein shall be binding on the parties, lessor and the Port Authority.

The lessor's sole compensation, in full consideration for the performance of all his obligations hereunder, shall be an amount determined from the number of hours during which the equipment is actually furnished at the specific request of the Manager and prices in the "Schedule of Equipment and Prices" quoted by the lessor attached hereto and made a part hereof, and such compensation only. Moreover, no payment will be made merely for time when equipment is available but is located away from Port Authority property or brought to a Facility without being specifically requested. Payment will only be made from time when the equipment and labor actually arrive at a place on the Authority's property designated by the Manager until the time the equipment is no longer needed or is dismissed by the Manager, whichever is earlier unless otherwise indicated on the "Schedule of Equipment and Prices." If the lessor is contractually obligated to pay overtime (overtime means any additional charge for working on workdays, holidays, or weekends,) he/she must fill in the applicable columns of the "Schedule of Equipment and Prices," clearly stating when the lessor must pay overtime and such information shall be used to determine the extent to which the Authority shall reimburse the lessor for overtime. If the columns where overtime is required are not filled out this will be a final determination by the lessor that no claim for overtime will be made. The lessor agrees to service the Facilities, which have been indicated on the "Schedule of Equipment and Prices."

The lessor assumes the following risk whether such risks arise from acts or omissions (negligent or not) of the lessor, the Authority or third persons or from any cause, excepting only risks occasioned solely by affirmative willful acts of the Authority done subsequent to the furnishing of the snow removal equipment at the request of the Manager, and shall indemnify the Authority for all loss and expense incurred in connection with risk (b) and (c) below: (a) the risks of loss or damage to any property of the lessor; (b) the risk of claims, whether made against the lessor

or the Authority, for loss or damage occurring to any property of the lessor's agents, employees, subcontractors, materialmen and others performing work hereunder; (c) the risk of claims for injuries, damage and loss of any kind, just or unjust, of third persons arising or alleged to arise out of the leasing or use of equipment or labor hereinunder whether such claims are made against the lessor or the Authority. This paragraph shall not limit the responsibilities the lessor would have in the absence of this paragraph. No third party rights are created hereunder.

No payment for or acceptance of any equipment leased hereunder or any other act or omission of the Authority or the Manager shall operate to release the lessor from any obligation under or upon this agreement or stop the Authority from showing at any time that such payments, acceptances, act or omission was incorrect or to preclude the Authority from recovering any money paid in excess of that lawfully due and any damages sustained by the Authority.

Any assignment or other transfer of the obligations hereunder or any monies due or to become due hereunder without the written consent of the Authority shall be void and of no effect as to the Authority.

No Commissioner, officer, agent or employee of the Authority shall be held personally liable, hereunder, or in connection with this Agreement.

**THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY**
**2 Montgomery Street – 3rd Floor**
**Jersey City, NJ 07302**
**(Requirement of Contractor)**

This agreement contains the entire understanding between the parties and consists of this "Request for Rates," the attached "Schedule of Equipment and Prices," the "Information for Vendors," and Addendum, if any. Except as elsewhere specifically provided otherwise, no change in, modification, or termination of the terms hereunder shall be effective unless in writing and signed by the party to be charged therewith.

Name: _____

Signature: _____

Dated: _____

Title: _____

Address: _____

Tel #: _____

Fax: _____

E-mail: _____

(LESSOR'S SEAL)

# THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
## 2012-2013 SCHEDULE OF EQUIPMENT AND PRICES

| BID #30260 |
|---|
| VENDOR'S NAME: |
| ADDRESS: |
| CONTACT NAME: |
| TELEPHONE #: |
| FAX #: |
| EMAIL ADDRESS: |

| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | | | (10) | | | (11) | | | (12) | (13) | | (14) | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| FACILITY TO SERVICE | NO. OF UNITS | TYPE & MAKE | MODEL & YEAR | TYPE OF BODY | BODY SIZE (YARDS) | BLADE & BUCKET SIZE | REVERSIBLE (YES OR NO) | HAULAGE RATE PER UNIT/PER MOVE | | | STANDBY RATE PER UNIT | | | OPERATING RATE PER UNIT | | | MIN. HOURS PER CALL/ PER UNIT | OVER TIME HOURS IN EFFECT | | LOC. OF EQUIP. | SPECIAL RATES (if any) |
| | | | | | | | | Flat Rate or Hourly | O/T Hours (TH) | O/T Hours (DT) | Hourly | O/T Hours (TH) | O/T Hours (DT) | Hourly | O/T Hours (TH) | O/T Hours (DT) | | (TH) | (DT) | | |
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**THE PORT AUTHORITY** OF NY & NJ

October 17, 2013

**FAX: 516-371-1763**

Snowlift, LLC
96 Commercial Street
Freeport, NY 11520
ATTN: Michael Ferrucci

**RE: EMERGENCY SNOW REMOVAL EQUIPMENT AT VARIOUS PORT AUTHORITY FACILITIES – SNOW SEASON 2013-2014 BID #34652**

Dear Mr. Ferrucci:

Your rates for snow removal addressed to the referenced requirement have been received and transmitted to all Facility Managers for areas you wish to service. You will be contacted directly by Facility Manager if your services are requested. The Port Authority will reimburse for tolls incurred by the Contractor during snow removal operations at our Facilities under this Contract. The Port Authority will not reimburse for tolls incurred during traveling to and from these Facilities. The Contractor is required to submit a copy of their EZ Pass statement along with the invoice in order to be compensated.

Very truly yours,

Kathy Leslie Whelan
Assistant Director
Commodities and Services Division
Procurement Department

*Procurement Department*
*2 Montgomery Street, 3rd Floor*
*Jersey City, NJ 07302*
*T: 212 435 7000*

# THE PORT AUTHORITY OF NY & NJ

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

**INVITATION FOR BID/PUBLIC BID OPENING**

**BID INFORMATION**

**ISSUED DATE: AUGUST 30, 2013**

**TITLE:** EMERGENCY SNOW REMOVAL AND EQUIPMENT AT VARIOUS PORT AUTHORITY FACILITIES – SNOW SEASON 2013-2014

**BID NO.:** 34652

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

**BID DUE DATE:** September 13, 2013 **TIME:** 11:00 AM

**BUYER NAME:** SELENE ORTEGA

**PHONE NO.:** (201) 395-3407
**FAX NO.:** (201) 395-3425
**EMAIL:** sortega@panynj.gov

09-13-13A11:08 RCVD

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

SNOWLIFT LLC
(NAME OF BIDDING ENTITY)

96 Commercial ST
(ADDRESS)

Freeport, NY 11520
(CITY, STATE AND ZIP CODE)

Michael Ferrucci, PRESIDENT
(REPRESENTATIVE TO CONTACT-NAME & TITLE)

516-239-2123
(TELEPHONE)

(FEDERAL TAX I.D. NO.)

516-371-1763
(FAX NO.)

____ BUSINESS CORPORATION ____ PARTNERSHIP ____ INDIVIDUAL

X OTHER (SPECIFY): Limited Liability Company

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
2013-2014 SCHEDULE OF EQUIPMENT AND PRICES

**BID #34652**

09-13-13A11:16 RCVD


VENDOR'S NAME: SNOWLIFT LLC
ADDRESS: 96 COMMERCIAL STREET, FREEPORT, NY 11520
CONTACT NAME: MICHAEL FERRUCCI
TELEPHONE #: 516-239-2123, 516-779-0422 CELL, 718-656-8870 ANS SERVICE
FAX #: 516-371-1763
EMAIL ADDRESS: mike@snowlift.com


| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | | | (10) | | | (11) | | | (12) | (13) | | (14) | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| FACILITY TO SERVICE | NO. OF UNITS | TYPE & MAKE | MODEL & YEAR | TYPE OF BODY | BODY SIZE (YARDS) | BLADE & BUCKET SIZE | REVERSIBLE (YES OR NO) | HAULAGE RATE PER UNIT/PER MOVE | | | STANDBY RATE PER UNIT | | | OPERATING RATE PER UNIT | | | MIN. HOURS PER CALL/ PER UNIT | OVER TIME HOURS IN EFFECT | | LOC. OF EQUIP. | SPECIAL RATES (if any) |
| | | | | | | | | Flat Rate or Hourly | O/T Hours (TH) | O/T Hours (DT) | Hourly | O/T Hours (TH) | O/T Hours (DT) | Hourly | O/T Hours (TH) | O/T Hours (DT) | | (TH) | (DT) | | |
| ALL | 50 | (A) TRUCK W PLOW | VARIOUS | | | 11' | YES | $410 | | | $100 | | | $190 | | | 8 | | | | |
| ALL | 15 | (B) DUMP TRUCK | VARIOUS | | 17 | | | $335 | | | $110 | | | $180 | | | 8 | | | | |
| ALL | 15 | (C) DUMP TRAILER | FRUEHAUF OR EQUIV. | | 35' | | | $440 | | | $100 | | | $220 | | | 8 | | | | |
| ALL | 30 | (D) 4X4 W PLOW | VARIOUS | | | 7' | YES | $238 | | | $85 | | | $120 | | | 8 | | | | |
| ALL | 15 | (E) PAYLOADER | CAT 930 OR EQUIV. | | 2 - 3 | | | $475 | | | $150 | | | $185 | | | 8 | | | | |
| ALL | 10 | (F) PAYLOADER | CAT 950 OR EQUIV. | | 4 | | | $550 | | | $150 | | | $215 | | | 8 | | | | |
| ALL | 10 | (G) PAYLOADER | CAT 966 OR EQUIV. | | 5 | | | $550 | | | $150 | | | $250 | | | 8 | | | | |
| ALL | 10 | (H) PAYLOADER | MICH 175 OR EQUIV. | | 6 | | | $650 | | | $175 | | | $290 | | | 8 | | | | |
| ALL | 15 | (I) PAYLOADER | CAT 980 OR EQUIV. | | 7 | | | $650 | | | $175 | | | $320 | | | 8 | | | | |
| ALL | 30 | (J) SNOWLIFT SPECIALIZED SNOW DOZERS | VARIOUS | | | MIN 20 - 32' | YES | $740 | | | $200 | | | $350 | | | 8 | | | | |
| ALL | 5 | (K) PORTABLE SNOW MELTERS | VARIOUS | | 40 TON/HR | | | $1,005 | | | $5/ PER TON PER HR RATED CAPACITY | | | $12.50/ PER TON PER HR RATED CAPACITY | | | 8 | | | | |
| ALL | 35 | (K-1) PORTABLE SNOW MELTERS | VARIOUS | | 100 TO 350 TON/HR | | | $1,005 | | | $5/ PER TON PER HR RATED CAPACITY | | | $9.50/ PER TON PER HR RATED CAPACITY | | | 8 | | | | |

09-13-13A11:16 RCVD

| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | | | (10) | | | (11) | | | (12) | (13) | | (14) | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| FACILITY TO SERVICE | NO. OF UNITS | TYPE & MAKE | MODEL & YEAR | TYPE OF BODY | BODY SIZE (YARDS) | BLADE & BUCKET SIZE | REVERSIBLE (YES OR NO) | HAULAGE RATE PER UNIT/PER MOVE | | | STANDBY RATE PER UNIT | | | OPERATING RATE PER UNIT | | | MIN. HOURS PER CALL/ PER UNIT | OVER TIME HOURS IN EFFECT | | LOC. OF EQUIP. | SPECIAL RATES (if any) |
| | | | | | | | | Flat Rate or Hourly | O/T Hours (TH) | O/T Hours (DT) | Hourly | O/T Hours (TH) | O/T Hours (DT) | Hourly | O/T Hours (TH) | O/T Hours (DT) | | (TH) | (DT) | | |
| ALL | 30 | (L) MECHANICAL HIGHWAY SAND SPREADER OR EQUIV. | VARIOUS | | 7 TO 10 | | | $225 | | | $100 | | | $165 | | | 8 | | | | |
| ALL | 10 | (M) MECHANICAL HIGHWAY SAND SPREADER OR EQUIV. | VARIOUS | | 2 TO 5 | | | $225 | | | $100 | | | $155 | | | 8 | | | | |
| ALL | 10 | (N) SKIDSTEER OR EQUIV W BUCKET OR 8' BLADE | VARIOUS | | | | | $250 | | | $100 | | | $160 | | | 8 | | | | |
| ALL | 1 | (0) TRACK LOADER OR DOZER | VARIOUS | CAT 963 | | | | $850 | | | $200 | | | $425 | | | | | | | |
| ALL | 25 | (P) MECHANICAL HIGHWAY SAND SPREADER OR EQUIV. WITH ROAD PLOW | VARIOUS | | 16 | | | $450 | | | $100 | | | $265 | | | 8 | | | | |
| ALL | 25 | (Q) MECHANICAL HIGHWAY SAND SPREADER OR EQUIV. | VARIOUS | | 16 | | | $450 | | | $100 | | | $265 | | | 8 | | | | |
| ALL | 25 | (R) MECHANICAL HIGHWAY SAND SPREADER OR EQUIV. | VARIOUS | | 5 TO 7 | | | $450 | | | $100 | | | $210 | | | 8 | | | | |

ALL UNITS ARE STORED AT JFK, LGA, AND EWR

FOLLOWING NUMBERS WILL BE MANNED DURING ACTUAL SNOW EVENTS

JFK - 718-656-8870 MICHAEL FERRUCCI

LGA - 718-476-5570 JIM FLIEDNER

EWR - 973-824-5252 STEVE WILKINSON

SIGNED AT 96 COMMERCIAL STREET, FREEPORT, NY 11520 AS OF AUGUST 21, 2012

**THE PORT AUTHORITY** OF NY & NJ

October 17, 2013

**FAX: 516-767-9200**

Tully Environmental Inc.
127-50 Northern Blvd.
Flushing, NY 11368
ATTN: Peter K. Tully

**RE: EMERGENCY SNOW REMOVAL EQUIPMENT AT VARIOUS PORT AUTHORITY FACILITIES – SNOW SEASON 2013-2014 BID #34652**

Dear Mr. Tully:

Your rates for snow removal addressed to the referenced requirement have been received and transmitted to all Facility Managers for areas you wish to service. You will be contacted directly by Facility Manager if your services are requested. The Port Authority will reimburse for tolls incurred by the Contractor during snow removal operations at our Facilities under this Contract. The Port Authority will not reimburse for tolls incurred during traveling to and from these Facilities. The Contractor is required to submit a copy of their EZ Pass statement along with the invoice in order to be compensated.

Very truly yours,

Kathy Leslie Whelan
Assistant Director
Commodities and Services Division
Procurement Department

*Procurement Department*
*2 Montgomery Street, 3rd Floor*
*Jersey City, NJ 07302*
*T: 212 435 7000*

# THE PORT AUTHORITY OF NY & NJ

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

**INVITATION FOR BID/PUBLIC BID OPENING**

**BID INFORMATION**

**ISSUED DATE: AUGUST 30, 2013**

**TITLE:** EMERGENCY SNOW REMOVAL AND EQUIPMENT AT VARIOUS PORT AUTHORITY FACILITIES – SNOW SEASON 2013-2014

**BID NO.:** 34652

09-13-13A11:09 RCVD

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

**BID DUE DATE:** September 13, 2013 **TIME:** 11:00 AM

**BUYER NAME:** SELENE ORTEGA

**PHONE NO.:** (201) 395-3407
**FAX NO.:** (201) 395-3425
**EMAIL:** sortega@panynj.gov

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

Tully Environmental, Inc.
(NAME OF BIDDING ENTITY)

127-50 Northern Boulevard
(ADDRESS)

Flushing, New York 11368
(CITY, STATE AND ZIP CODE)

Peter K. Tully (718) - 446 - 7000
(REPRESENTATIVE TO CONTACT-NAME & TITLE (TELEPHONE)

(718) - 458 - 5199
(FEDERAL TAX I.D. NO.) (FAX NO.)

X BUSINESS CORPORATION _____ PARTNERSHIP _____ INDIVIDUAL

_____ OTHER (SPECIFY): _____

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
2012-2013 SCHEDULE OF EQUIPMENT AND PRICES

VENDOR'S NAME: TULLY ENVIRONMENTAL, INC. BID#34652
ADDRESS: 127-50 NORTHERN BOULEVARD, FLUSHING NEW YORK 11368
CONTACT NAME: DAN SCULLY
TELEPHONE #: 718-446-7000
FAX#: 718-458-5199
EMAIL ADDRESS: DSCULLY@TULLYENVIRONMENTAL.COM

| Facility to Service | No. of Units | Type & Make | Model & Year | Type of Body | Size Body Yards | Size Blade and Bucket | Reversible (Yes or No) | HAULAGE RATE PER UNIT PER MOVE FLAT RATE OR HOURLY OT HOURS TH OT HOURS (DT) | STANDBY RATE PER UNIT HOURLY OT HOURS (TH) OT HOURS (DT) | OPERATING RATE PER UNIT HOURLY OT HOURS (TH) OT HOURS (DT) | Min. Hour Per Call Per Unit (If any) | Pool or Equip. | Special rates & Hours when Overtime is in effect |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| LGA/ JFKIA | 10 | CAT 966 Loader | | | | 4.0 YD Bucket | No | 500/Move Each Way 750/Move Each Way TH | ST-210.00 TH - 315.00 DT - 315.00 | ST-287.5 TH - 397.5 DT - 397.50 | 8 | Flushing | ST Rate M-F 7-3pm; TH M-F 3pm - 7am, Sat; DT Sundays and Holidays |
| LGA/ JFKIA | 2 | Komatsu WA 500 Loader | | | | 4.5 YD Bucket | No | 500/Move Each Way 750/Move Each Way TH | ST-210.00 TH - 315.00 DT - 315.00 | ST-287.5 TH - 397.5 DT - 397.50 | 8 | Flushing | ST Rate M-F 7-3pm; TH M-F 3pm - 7am, Sat; DT Sundays and Holidays |
| LGA/ JFKIA | 20 | CAT 446 or Equivalent | | | | 2.0 YD Bucket | No | 500/Move Each Way 750/Move Each Way TH | ST-170.00 TH 300.00 DT - 340.00 | ST-263.75 TH-380.75 DT - 380.75 | 8 | Flushing | ST Rate M-F 7-3pm; TH M-F 3pm - 7am, Sat; DT Sundays and Holidays |
| LGA/ JFKIA | 2 | CAT 950 Loader | | | | 3.0 YD Bucket | No | 500/Move Each Way 750/Move Each Way TH | ST-210.00 TH - 315.00 DT - 315.00 | ST-287.5 TH - 397.5 DT - 397.50 | 8 | Flushing | ST Rate M-F 7-3pm; TH M-F 3pm - 7am, Sat; DT Sundays and Holidays |
| LGA/ JFKIA | 20 | Dump Trailer w/ Tractors | | Dump Trailer | 50 YDS | | No | | ST-135.00 OT-200.00 DT - 270.00 | ST-180.00 OT-250.00 DT - 360.00 | 8 | Flushing | ST Rate M-F 7-3pm; TH M-F 3pm - 7am, Sat; DT Sundays and Holidays |

09-13-13A11:16 RCVD

# THE PORT AUTHORITY OF NY & NJ

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

### INVITATION FOR BID/PUBLIC BID OPENING

### BID INFORMATION

**ISSUED DATE: AUGUST 30, 2013**

**TITLE:** EMERGENCY SNOW REMOVAL AND EQUIPMENT AT VARIOUS PORT AUTHORITY FACILITIES – SNOW SEASON 2013-2014

**BID NO.:** 34652

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

**BID DUE DATE:** September 13, 2013 **TIME:** 11:00 AM

**BUYER NAME:** SELENE ORTEGA

**PHONE NO.:** (201) 395-3407
**FAX NO.:** (201) 395-3425
**EMAIL:** sortega@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): _____

# INFORMATION FOR VENDORS

1. Study all documents carefully. Return one (1) copy.

2. Prospective Vendors should fill out all applicable columns on the "Schedule of Equipment and Prices" attached hereto for each type of equipment unit. Read the following carefully.

   Column 1
   The Vendor should list the Facilities they wish to service and identify them with the Facility Code from the "Port Authority Facilities" list below.

   Columns 2
   The Vendor must fill out as indicated in the heading of the column.

   Column 3
   The Vendor must list the type and make of each equipment he/she is offering to the Port Authority at the various Facilities. Selection of Vendors will be based in part on the submission of rates for said equipment. Vendors may, however, offer rates for additional snow removal equipment, which will only be utilized when, in the sole opinion of the Facility Manager, the said listed equipment is not sufficient for the proper removal of snow at the Facility. Allow one letter for each particular class of equipment.

   Ex. (A) Dump Truck - Mack
   (B) Payloaders - Michigan
   (C) Bulldozers - Caterpillar

   Note: When invoicing the lessor, the Vendor shall refer to the equipment by the exact description shown in the original submission and by the alphabetical code for the class of equipment.

   Columns 4, 5, 6, 7, and 8
   The Vendor must fill out as indicated in the headings of each column.

   Column 9
   The Vendor should list in this column either a flat rate of compensation or an hourly charge per unit/per move, if any, for haulage of the equipment unit and the personnel necessary to operate it. This rate should indicate the cost per move for either moving the equipment to a Facility or removing it. Additionally, the Vendor should list a flat rate per move for haulage during overtime hours, utilizing the abbreviations "TH" to any time and a half rates and "DT" to any double time rates.

   Column 10
   The Vendor should list an hourly rate (straight time) of compensation for the unit of equipment and the labor for operating such unit during the time when the unit is at a Port Authority Facility on standby as a result of notification by the Port Authority but not actually in service. Additionally, if the Vendor is obligated to pay overtime wages to the labor operating the

equipment, he/she should indicate in this column the standby overtime rate, which reflects the Vendor's overtime obligation.

NOTE:
Wherever the Vendor is requested to indicate an overtime rate, he/she should affix the abbreviation "TH" to any time and half rate and "DT" to any double time rate.

Example: TH - $17.50
DT - $20.00

Column 11
The Vendor should list the hourly straight time rate of compensation for the unit of equipment and the personnel necessary to operate it while the equipment is actually engaged in snow removal operations at a Port Authority Facility. Additionally, the Vendor should list the overtime-hourly rate for the labor and equipment while they are actually engaged in snow removal operations at the Facility. The Vendor should affix the abbreviation "TH" to any time and a half rates, and "DT" to any double time rates.

Column 12
The Vendor should list the minimum hours per call he/she must be compensated for. Compensation for this minimum time shall be based on the hourly operating rate for the hours the equipment was actually in service and the remaining guaranteed minimum hours shall be paid for at the standby rate. E.G., if the lessor is to be paid for a minimum of eight (8) hours per call and his equipment is needed and used for only four (4) hours, he/she shall be paid for four (4) hours at the applicable operating rate (straight time or overtime) and four (4) hours at the applicable standby rate (straight time or overtime.)

Column 13
The Vendor shall list the hours when the overtime rates shall be in effect. Overtime hours should be indicated by letters "TH" affixed thereto whenever the lessor wishes to indicate time and a half hours. If the Vendor is also obligated to pay double time rates at any time, he/she should also indicate in this column when such rates are to be in effect. The abbreviation "DT" may be used indicating these double time hours.

Example -- hours when overtime is in effect:
TH - 4:00 p.m. to 8:00 a.m., Monday through Friday and all day Saturday.
DT - all day Sunday and Holidays.

If the Vendor does not specifically indicate in this column the hours when rates other than straight time rates shall be in effect, it shall be conclusively presumed that the straight time rate indicated shall apply at all times during which the Vendor is engaged, at any of the Facilities.

The Vendor should also include in this column, any special notes that he/she feels may be necessary.

Column 14
The Vendor should list the location where its equipment is normally parked/stored.

4. Sign at the end of the Request for Rates, inserting address and date of signature.

5. Request for Rates will be received until 11:00 a.m. on the date specified on the cover, in the office of the Manager, Purchasing Services Division of the Port Authority of New York and New Jersey, 2 Montgomery Street, 3rd Floor, Jersey City, New Jersey 07302. Request for Rates shall be submitted in a sealed envelope and conspicuously endorsed "Snow Removal."

6. Any questions by prospective Vendor, concerning the documents may be addressed to the Buyer, Selene Ortega, via e-mail at sortega@panynj.gov, who, however, is authorized only to direct the attention of prospective Vendors to various portions of the documents so that they may read and interpret such portion for themselves. Neither Buyer nor any other employee of the Authority is authorized to give interpretations of any portion of the documents or to give information as to the requirements of the documents in addition to that contained in the documents.

   Interpretations of the documents or additional information as to its requirements, where necessary, shall be communicated to Vendors only by written addendum, which addendum shall be considered part of this Request for Rates. Accordingly, nothing contained herein and no representation, statement or promise, oral or in writing, of the Authority, its Commissioners, officers, agents or employees shall impair or limit the effect of the warranties of the lessor contained in the Request for Rates.

7. Inasmuch as the transaction hereunder with the Port Authority as a public corporation created by compact between the States of New York and New Jersey, are exempt from taxation, the Vendor warrants that no Federal, State or other taxes have been included in his prices.

8. It is the intention of the Port Authority to accept all properly submitted Request for Rates and formulate a listing from which the Facility Managers may contact various Vendors to effectively accomplish snow removal operations taking due consideration of, among other things, applicable rates, types of equipment, rapid availability thereof, and level of proficiency.

9. The Vendor's attention is called to the fact that the schedules, which form a part of the Request for Rates, provide for the sole and exclusive compensation hereunder. If Vendors need to make additional charges, he/she must indicate them on said Schedule in the box marked "Special Rates".

10. The equipment to be leased will not be utilized in areas under specific contract with other Vendors or in areas where Port Authority Facility staff performs snow removal operations.

11. Union Jurisdiction - prospective Vendors are advised to ascertain whether any union now represented or not represented at the Facility will claim jurisdiction over any aspect of the operations performed hereunder.

12. 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 - $10 million** combined single limit per occurrence for bodily injury and property damage liability.

**Automobile Liability Insurance - $10 million** combined single limit per accident for bodily injury and property damage liability.

**If the services of the Contractor require the performance of services on the airside of airports, the Commercial General Liability and Automobile Liability coverage limits stipulated above shall be increased to an amount not less than $25 million per occurrence as provided herein.**

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

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

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

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

**Each policy above shall contain a provision that the policy may not be canceled, terminated, or modified without thirty (30) days' prior written notice to the Port**

**Authority of NY and NJ**, Att: Facility Contract Administrator, at the location where the work will take place and to the General Manager, Risk Financing.

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

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

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

Renewal certificates of insurance or policies shall be delivered to the Facility 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 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# 4367N]***

**PLEASE SUBMIT YOUR CERTIFICATE WITH YOUR RATES**

## PORT AUTHORITY FACILITIES

| FACILITY CODE | FACILITY NAME |
|---|---|
| GWBBS | GEORGE WASHINGTON BRIDGE BUS STATION |
| GWB | GEORGE WASHINGTON BRIDGE |
| LT | LINCOLN TUNNEL |
| HT | HOLLAND TUNNEL |
| SIB | STATEN ISLAND BRIDGE |
| JFK | JOHN F KENNEDY INT'L AIRPORT |
| LGA | LAGUARDIA AIRPORT |
| EWR | NEWARK LIBERTY INT'L AIRPORT |
| TET | TETERBORO, AIRPORT |
| PATH | YARDS AND STOCKROOMS |
| BATH | BATHGATE INDUSTRIAL PARK |
| PABT | PORT AUTHORITY BUS TERMINAL |
| PATC | PORT AUTHORITY TECHNICAL CENTER |
| PN | PORT NEWARK |
| JCAMT | JERSEY CITY AUTO MARINE TERMINAL |
| EPAMT | ELIZABETH PA MARINE PARK |
| BPAMT | BROOKLYN PA MARINE TERMINAL |
| JSTC | JOURNAL SQUARE TRANSPORTATION CENTER |
| BB | BAYONNE BRIDGE |
| GB | GOETHALS BRIDGE |
| HCMF | HARRISON CAR MAINTENANCE FACILITY |
| HH | HOWLAND HOOK |
| OBX | OUTERBRIDGE CROSSING |
| WTC | WORLD TRADE CENTER SITE |
| IPY | INDUSTRIAL PARK AT YONKERS |
| PI | PORT IVORY, STATEN ISLAND |
| BCT | BROOKLYN CRUISE TERMINAL |
| BP | BROOKLYN PIERS |
| TELE | TELEPORT, STATEN ISLAND, NY |
| SWF | STEWART AIRPORT |
| NLCC | NEWARK LEGAL COMMUNICATIONS CENTER |
| ECRRC | ESSEX COUNTY RESOURCE RECOVERY CENTER |
| NLCC | A.F.I. BUILDING, ELIZABETH INDUSTRIAL PARK |
| 2 MONT | 2 MONTGOMERY STREET |
| ACY | ATLANTIC CITY INTERNATIONAL AIRPORT |

## REQUEST FOR RATES

## EQUIPMENT WITH LABOR, FOR SNOW REMOVAL
## WINTER SEASON - 2013- 2014
## THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

TO: THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

The undersigned, hereinafter called the "lessor," hereby offers and agrees to lease equipment, with labor necessary for its operation if and when requested from time to time by a Port Authority Facility Manager for snow removal during the winter season 2013-2014 at the Facility or Facilities indicated hereafter and at the rates specified herein. The Authority in no way represents or guarantees that it will request any equipment from the lessor nor does the lessor guarantee that he will furnish the equipment when requested by the Authority. If, during the winter season 2013 - 2014 all or part of the lessor's equipments becomes unavailable, the lessor shall so inform the Manager, Commodities and Services Division, in writing. As used herein "Manager" shall mean the Manager of the particular Authority Facility involved or his duly authorized representative acting within the scope of the particular authority vested in him.

Upon each request of the Manager to lease snow removal equipment specified in the "Schedule of Equipment and Prices" and upon the actual furnishing of said equipment by the lessor, the terms and conditions contained herein shall be binding on the parties, lessor and the Port Authority.

The lessor's sole compensation, in full consideration for the performance of all his obligations hereunder, shall be an amount determined from the number of hours during which the equipment is actually furnished at the specific request of the Manager and prices in the "Schedule of Equipment and Prices" quoted by the lessor attached hereto and made a part hereof, and such compensation only. Moreover, no payment will be made merely for time when equipment is available but is located away from Port Authority property or brought to a Facility without being specifically requested. Payment will only be made from time when the equipment and labor actually arrive at a place on the Authority's property designated by the Manager until the time the equipment is no longer needed or is dismissed by the Manager, whichever is earlier unless otherwise indicated on the "Schedule of Equipment and Prices." If the lessor is contractually obligated to pay overtime (overtime means any additional charge for working on workdays, holidays, or weekends,) he/she must fill in the applicable columns of the "Schedule of Equipment and Prices," clearly stating when the lessor must pay overtime and such information shall be used to determine the extent to which the Authority shall reimburse the lessor for overtime. If the columns where overtime is required are not filled out this will be a final determination by the lessor that no claim for overtime will be made. The lessor agrees to service the Facilities, which have been indicated on the "Schedule of Equipment and Prices."

The lessor assumes the following risk whether such risks arise from acts or omissions (negligent or not) of the lessor, the Authority or third persons or from any cause, excepting only risks occasioned solely by affirmative willful acts of the Authority done subsequent to the furnishing of the snow removal equipment at the request of the Manager, and shall indemnify the Authority for all loss and expense incurred in connection with risk (b) and (c) below: (a) the risks of

loss or damage to any property of the lessor; (b) the risk of claims, whether made against the lessor or the Authority, for loss or damage occurring to any property of the lessor's agents, employees, subcontractors, materialmen and others performing work hereunder; (c) the risk of claims for injuries, damage and loss of any kind, just or unjust, of third persons arising or alleged to arise out of the leasing or use of equipment or labor hereinunder whether such claims are made against the lessor or the Authority. This paragraph shall not limit the responsibilities the lessor would have in the absence of this paragraph. No third party rights are created hereunder.

No payment for or acceptance of any equipment leased hereunder or any other act or omission of the Authority or the Manager shall operate to release the lessor from any obligation under or upon this agreement or stop the Authority from showing at any time that such payments, acceptances, act or omission was incorrect or to preclude the Authority from recovering any money paid in excess of that lawfully due and any damages sustained by the Authority.

Any assignment or other transfer of the obligations hereunder or any monies due or to become due hereunder without the written consent of the Authority shall be void and of no effect as to the Authority.

No Commissioner, officer, agent or employee of the Authority shall be held personally liable, hereunder, or in connection with this Agreement.

**THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY**
**2 Montgomery Street – 3rd Floor**
**Jersey City, NJ 07302**
**(Requirement of Contractor)**

This agreement contains the entire understanding between the parties and consists of this "Request for Rates," the attached "Schedule of Equipment and Prices," the "Information for Vendors," and Addendum, if any. Except as elsewhere specifically provided otherwise, no change in, modification, or termination of the terms hereunder shall be effective unless in writing and signed by the party to be charged therewith.

Name: _____

Signature: _____

Dated: _____

Title: _____

Address: _____

Tel #: _____

Fax: _____

E-mail: _____

(LESSOR'S SEAL)

**THE PORT AUTHORITY** OF NY & NJ

October 1, 2012

**FAX: 516-767-9200**

Aero Snow Removal Corp.
30 Sagamore Hill Drive
Port Washington, NY 11050
ATTN: William F. Wynperle, Jr.

**RE: EMERGENCY SNOW REMOVAL EQUIPMENT AT VARIOUS PORT AUTHORITY FACILITIES**
**BID #30260 - 2012 - 2013 WINTER SEASON**

Dear Mr. Wynperle:

Your rates for snow removal addressed to the referenced requirement have been received and transmitted to all facility managers for areas you wish to service. You will be contacted directly by facility manager if your services are requested. The Authority will reimburse for tolls incurred by the Contractor during snow removal operations at our facilities under this Contract. The Authority will not reimburse for tolls incurred during traveling to and from these facilities. The Contractor is required to submit a copy of their EZ Pass statement along with the invoice in order to be compensated.

Very truly yours,

Kathy Leslie Whelan
Manager, Commodities and Services Division
Procurement Department

*Procurement Department*
*2 Montgomery Street, 3rd Floor*
*Jersey City, NJ 07302*
*T: 212 435 7000*

# THE PORT AUTHORITY OF NY & NJ

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

### INVITATION FOR BID/PUBLIC BID OPENING

### BID INFORMATION

ISSUED DATE: AUGUST 1, 2012

TITLE: EMERGENCY SNOW REMOVAL AND EQUIPMENT AT VARIOUS PORT AUTHORITY FACILITIES

BID NO.: 30260

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

BID DUE DATE: August 23, 2012 TIME: 11:00 AM

BUYER NAME: SELENE ORTEGA

PHONE NO.: (201) 395-3407
FAX NO.: (201) 395-3425
EMAIL: sortega@panynj.gov

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

Aero Snow Removal Corp.
(NAME OF BIDDING ENTITY)

30 Sagamore Hill Drive
(ADDRESS)

Port Washington, NY 11050
(CITY, STATE AND ZIP CODE)

William F. Wynperle, Jr., Executive Vice President
(REPRESENTATIVE TO CONTACT-NAME & TITLE)

516-944-3100
(TELEPHONE)

(FEDERAL TAX I.D. NO.)

516-767-9200
(FAX NO.)

X BUSINESS CORPORATION ____ PARTNERSHIP ____ INDIVIDUAL

____ OTHER (SPECIFY): ____

Rev. 09/07/2010

# THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
## 2012-2013 SCHEDULE OF EQUIPMENT AND PRICES

**BID #30260**


| | |
|---|---|
| VENDOR'S NAME: | Aero Snow Removal Corp. |
| ADDRESS: | 30 Sagamore Hill Drive, Port Washington, NY 11050 |
| CONTACT NAME: | Bill Wynperle |
| TELEPHONE #: | 516-944-3100 |
| FAX #: | 516-767-9200 |
| EMAIL ADDRESS: | wwynperle@aerosnow.com |
| | jbogan@aerosnow.com |




Rates quoted are for all time frames. No additional charges or overtime.

08-23-12A11:25 RCVD

| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | | | (10) | | | (11) | | | (12) | (13) | | (14) | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| FACILITY TO SERVICE | NO. OF UNITS | TYPE & MAKE | MODEL & YEAR | TYPE OF BODY | BODY SIZE (YARDS) | BLADE & BUCKET SIZE | REVERSIBLE (YES OR NO) | HAULAGE RATE PER UNIT/PER MOVE | | | STANDBY RATE PER UNIT | | | OPERATING RATE PER UNIT | | | MIN. HOURS PER CALL/ PER UNIT | OVER TIME HOURS IN EFFECT | | LOC. OF EQUIP. | SPECIAL RATES (if any) |
| | | | | | | | | Flat Rate or Hourly | O/T Hours (TH) | O/T Hours (DT) | Hourly | O/T Hours (TH) | O/T Hours (DT) | Hourly | O/T Hours (TH) | O/T Hours (DT) | | (TH) | (DT) | | |
| All Facilities | 10 | Dump Trucks | Various | Dump | 17 cy | - | No | 330.00 | – | – | 110.00 | – | – | 170.00 | – | – | 8 | – | – | JFK-EWR | |
| | 10 | Truck Plows | Various | Dump | 12-17 cy | 10' - 11' | Yes | 390.00 | – | – | 100.00 | – | – | 180.00 | – | – | 8 | – | – | | |
| | 6 | 4x4 w/ Plows | Various | Pick Up | 6' - 8' | 7' | Yes | 230.00 | – | – | 80.00 | – | – | 115.00 | – | – | 8 | – | – | | |
| | 4 | 4x4w/Plow/Spreader | Various | Hopper | 2 cy | 7' - 8' | Yes | 230.00 | – | – | 110.00 | – | – | 185.00 | – | – | 8 | – | – | | |
| | 10 | Payloader Cat | 930 or Equal | - | - | 3 cy | No | 465.00 | – | – | 145.00 | – | – | 175.00 | – | – | 8 | – | – | | |
| | 10 | Payloader Cat | 950 or Equal | - | - | 4 cy | No | 540.00 | – | – | 145.00 | – | – | 210.00 | – | – | 8 | – | – | | |
| | 10 | Payloader Cat | 966 or Equal | - | - | 5 cy | No | 540.00 | – | – | 145.00 | – | – | 240.00 | – | – | 8 | – | – | | |
| | 5 | Payloader Cat | 980 or Equal | - | - | 6 cy | No | 640.00 | – | – | 170.00 | – | – | 295.00 | – | – | 8 | – | – | | |
| | 3 | Payloader Cat | 988 or Equal | - | - | 7 cy | No | 640.00 | – | – | 170.00 | – | – | 310.00 | – | – | 8 | – | – | | |
| | 3 | RubberTire Dozer | Mich 280 | - | - | 20' - 30' | No | 730.00 | – | – | 195.00 | – | – | 340.00 | – | – | 8 | – | – | | |
| | 2 | Rubber Tire Dozer | Trojan | - | - | 20' | Yes | 650.00 | – | – | 225.00 | – | – | 375.00 | – | – | 8 | – | – | | |
| | 5 | Rubber Tire Dozer | Cat 834 | - | - | 12' - 15' | No | 950.00 | – | – | 225.00 | – | – | 415.00 | – | – | 8 | – | – | | |
| | 4 | Skid Steer Load | w/Bucket 1996 | - | - | 66" | No | 240.00 | – | – | 100.00 | – | – | 140.00 | – | – | 8 | – | – | | |
| | 4 | Skid Steer Load | w/Broom 1996 | - | - | 6' | Yes | 250.00 | – | – | 100.00 | – | – | 150.00 | – | – | 8 | – | – | | |
| | 2 | Sand/Salt Spreaders | Various | Hopper | 2 - 3 cy | - | No | 220.00 | – | – | 100.00 | – | – | 140.00 | – | – | 8 | – | – | | |
| | 2 | Sand/Salt Spreaders | Various | Hopper | 4 - 7 cy | - | No | 220.00 | – | – | 100.00 | – | – | 150.00 | – | – | 8 | – | – | | |
| | 2 | Sand/Salt Spreaders | Various | Hopper | 16 cy | - | Yes | 335.00 | – | – | 100.00 | – | – | 260.00 | – | – | 8 | – | – | | |

# THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
## 2012-2013 SCHEDULE OF EQUIPMENT AND PRICES

**BID #30260**



VENDOR'S NAME: Aero Snow Removal Corp.
ADDRESS:
CONTACT NAME:
TELEPHONE #:
FAX #:
EMAIL ADDRESS:

| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | | | (10) | | | (11) | | | (12) | (13) | | (14) | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| FACILITY TO SERVICE | NO. OF UNITS | TYPE & MAKE | MODEL & YEAR | TYPE OF BODY | BODY SIZE (YARDS) | BLADE & BUCKET SIZE | REVERSIBLE (YES OR NO) | HAULAGE RATE PER UNIT/PER MOVE | | | STANDBY RATE PER UNIT | | | OPERATING RATE PER UNIT | | | MIN. HOURS PER CALL/ PER UNIT | OVER TIME HOURS IN EFFECT | | LOC. OF EQUIP. | SPECIAL RATES (if any) |
| | | | | | | | | Flat Rate or Hourly | O/T Hours (TH) | O/T Hours (DT) | Hourly | O/T Hours (TH) | O/T Hours (DT) | Hourly | O/T Hours (TH) | O/T Hours (DT) | | (TH) | (DT) | | |
| All Facilities | 2 | Sand/Salt Spreader w/Plow | | Hopper | 16 cy | 10' - 11' | Yes | 400.00 | — | — | 100.00 | — | — | 260.00 | — | — | 8 | — | — | JFK-EWR | |
| | 2 | Liquid Deicer Trucks | Various | 1,000 | Gallon | - | - | 350.00 | — | — | 200.00 | — | — | 400.00 | — | — | 8 | — | — | | |
| | 4 | Portable Snow Melters | Various | 100 to 600 | T/hr | - | - | 1,000.00 | — | — | 4.95 ton/hr of rated melt cap | | | 9.40 ton/hr of rated melt cap | | | 6 | — | — | | |
| | 3 | Self Propelled Snow Melter | | 100 to 350 | T/hr | - | - | 1,000.00 | — | — | 4.95 ton/hr of rated melt cap | | | 9.40 ton/hr of rated melt cap | | | 6 | — | — | | |

**THE PORT AUTHORITY** OF NY & NJ

October 1, 2012

**FAX: 516-767-9200**

Railroad Construction Company, Inc.
75-77 Grove Street
Paterson, NJ 07503
ATTN: Joseph Vaccaro

**RE: EMERGENCY SNOW REMOVAL EQUIPMENT AT VARIOUS PORT AUTHORITY FACILITIES**
**BID #30260 - 2012 - 2013 WINTER SEASON**

Dear Mr. Vaccaro:

Your rates for snow removal addressed to the referenced requirement have been received and transmitted to all facility managers for areas you wish to service. You will be contacted directly by facility manager if your services are requested. The Authority will reimburse for tolls incurred by the Contractor during snow removal operations at our facilities under this Contract. The Authority will not reimburse for tolls incurred during traveling to and from these facilities. The Contractor is required to submit a copy of their EZ Pass statement along with the invoice in order to be compensated.

Very truly yours,

Kathy Leslie Whelan
Manager, Commodities and Services Division
Procurement Department

*Procurement Department*
*2 Montgomery Street, 3rd Floor*
*Jersey City, NJ 07302*
*T: 212 435 7000*

THE PORT AUTHORITY OF NY & NJ

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

## INVITATION FOR BID/PUBLIC BID OPENING

## BID INFORMATION

ISSUED DATE: AUGUST 1, 2012

TITLE: EMERGENCY SNOW REMOVAL AND EQUIPMENT AT VARIOUS PORT AUTHORITY FACILITIES

BID NO.: 30260

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

BID DUE DATE: August 23, 2012 TIME: 11:00 AM

BUYER NAME: SELENE ORTEGA

PHONE NO.: (201) 395-3407
FAX NO.: (201) 395-3425
EMAIL: sortega@panynj.gov

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

**RAILROAD CONSTRUCTION COMPANY, INC.**
(NAME OF BIDDING ENTITY)

75-77 Grove Street
(ADDRESS)

Paterson, New Jersey 07503
(CITY, STATE AND ZIP CODE)

Joseph Vaccaro, Vice-President (973) 684-0362
(REPRESENTATIVE TO CONTACT-NAME & TITLE (TELEPHONE)

(973) 684-1355
(FEDERAL TAX I.D. NO.) (FAX NO.)

✓ BUSINESS CORPORATION ____ PARTNERSHIP ____ INDIVIDUAL

____ OTHER (SPECIFY): ____

Rev. 09/07/2010

# THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
## 2012-2013 SCHEDULE OF EQUIPMENT AND PRICES

BID #30260

| | |
|---|---|
| VENDOR'S NAME: | RAILROAD CONSTRUCTION COMPANY, INC. |
| ADDRESS: | 75-77 Grove Street, Paterson NJ 07503 |
| CONTACT NAME: | Joseph Vaccaro, Vice-President |
| TELEPHONE #: | (973) 684-0362 |
| FAX #: | (973) 684-1355 |
| EMAIL ADDRESS: | BidGroup@rccmail.net |

| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | | | (10) | | | (11) | | | (12) | (13) | | (14) | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| FACILITY TO SERVICE | NO. OF UNITS | TYPE & MAKE | MODEL & YEAR | TYPE OF BODY | BODY SIZE (YARDS) | BLADE & BUCKET SIZE | REVERSIBLE (YES OR NO) | HAULAGE RATE PER UNIT/PER MOVE | | | STANDBY RATE PER UNIT | | | OPERATING RATE PER UNIT | | | MIN. HOURS PER CALL/ PER UNIT | OVER TIME HOURS IN EFFECT | | LOC. OF EQUIP. | SPECIAL RATES (if any) |
| | | | | | | | | Flat Rate or Hourly | O/T Hours (TH) | O/T Hours (DT) | Hourly | O/T Hours (TH) | O/T Hours (DT) | Hourly | O/T Hours (TH) | O/T Hours (DT) | | (TH) | (DT) | | |
| PN | | | | | | | | | | | | | | | | | | | | | |
| HCMF | 4 | Pay Loader | Kom 320 | | 2-3 CY | 2-3 CY | | 650.00 | 670.00 | 690.00 | 225.00 | 245.00 | 265.00 | 270.00 | 295.00 | 325.00 | 8 | | | Edison NJ | |
| JSTC | | | 1997/2001 | | | | | | | | | | | | | | | | | | |
| JCAMT | | | | | | | | | | | | | | | | | | | | | |
| | 7 | Pay Loader | Kom 380 or | | 4 CY | 4 CY | | 650.00 | 670.00 | 690.00 | 225.00 | 245.00 | 265.00 | 270.00 | 295.00 | 325.00 | 8 | | | Edison NJ | |
| | | | Equiv. | | | | | | | | | | | | | | | | | | |
| | | | 1998/2003 | | | | | | | | | | | | | | | | | | |
| | 4 | Pay Loader | Kom 450 or | | 5 CY | 5 CY | | 650.00 | 670.00 | 690.00 | 225.00 | 245.00 | 265.00 | 270.00 | 295.00 | 325.00 | 8 | | | Edison NJ | |
| | | | Equiv. | | | | | | | | | | | | | | | | | | |
| | | | 1995/2003 | | | | | | | | | | | | | | | | | | |
| | 7 | Backhoe | JD410 or | | 2 CY | 2 CY | | 650.00 | 670.00 | 690.00 | 225.00 | 245.00 | 265.00 | 270.00 | 295.00 | 325.00 | 8 | | | Edison NJ | |
| | | | Equiv. | | | | | | | | | | | | | | | | | | |
| | | | 1995/2002 | | | | | | | | | | | | | | | | | | |

**THE PORT AUTHORITY** OF NY & NJ

October 1, 2012

**FAX: 516-767-9200**

Snowlift, LLC
96 Commercial Street
Freeport, NY 11520
ATTN: Michael Ferrucci

**RE: EMERGENCY SNOW REMOVAL EQUIPMENT AT VARIOUS PORT AUTHORITY FACILITIES**
**BID #30260 - 2012 - 2013 WINTER SEASON**

Dear Mr. Ferrucci:

Your rates for snow removal addressed to the referenced requirement have been received and transmitted to all facility managers for areas you wish to service. You will be contacted directly by facility manager if your services are requested. The Authority will reimburse for tolls incurred by the Contractor during snow removal operations at our facilities under this Contract. The Authority will not reimburse for tolls incurred during traveling to and from these facilities. The Contractor is required to submit a copy of their EZ Pass statement along with the invoice in order to be compensated.

Very truly yours,

Kathy Leslie Whelan
Manager, Commodities and Services Division
Procurement Department

*Procurement Department*
*2 Montgomery Street, 3rd Floor*
*Jersey City, NJ 07302*
*T: 212 435 7000*

# THE PORT AUTHORITY OF NY & NJ

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

**INVITATION FOR BID/PUBLIC BID OPENING**

**BID INFORMATION**

ISSUED DATE: AUGUST 1, 2012

TITLE: EMERGENCY SNOW REMOVAL AND EQUIPMENT AT VARIOUS PORT AUTHORITY FACILITIES

BID NO.: 30260

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

BID DUE DATE: August 23, 2012 TIME: 11:00 AM

BUYER NAME: SELENE ORTEGA

PHONE NO.: (201) 395-3407
FAX NO.: (201) 395-3425
EMAIL: sortega@panynj.gov

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

SNOWLIFT LLC
(NAME OF BIDDING ENTITY)

96 COMMERCIAL STREET
(ADDRESS)

FREEPORT, NY 11520
(CITY, STATE AND ZIP CODE)

MICHAEL FERRUCCI, PRESIDENT 516-239-2123
(REPRESENTATIVE TO CONTACT-NAME & TITLE) (TELEPHONE)

(FEDERAL TAX I.D. NO.) 516-371-1763 (FAX NO.)

____ BUSINESS CORPORATION ____ PARTNERSHIP ____ INDIVIDUAL

X OTHER (SPECIFY): LIMITED LIABILITY COMPANY

Rev. 09/07/2010

# THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
## 2012-2013 SCHEDULE OF EQUIPMENT AND PRICES

**BID #30260**


VENDOR'S NAME: SNOWLIFT LLC
ADDRESS: 96 COMMERCIAL STREET, FREEPORT, NY 11520
CONTACT NAME: MICHAEL FERRUCCI
TELEPHONE #: 516-239-2123, 516-779-0422 CELL, 718-656-8870 ANS SERVICE
FAX #: 516-371-1763
EMAIL ADDRESS: mike@snowlift.com


| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | | | (10) | | | (11) | | | (12) | (13) | | (14) | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| FACILITY TO SERVICE | NO. OF UNITS | TYPE & MAKE | MODEL & YEAR | TYPE OF BODY | BODY SIZE (YARDS) | BLADE & BUCKET SIZE | REVERSIBLE (YES OR NO) | HAULAGE RATE PER UNIT/PER MOVE | | | STANDBY RATE PER UNIT | | | OPERATING RATE PER UNIT | | | MIN. HOURS PER CALL/ PER UNIT | OVER TIME HOURS IN EFFECT | | LOC. OF EQUIP. | SPECIAL RATES (if any) |
| | | | | | | | | Flat Rate or Hourly | O/T Hours (TH) | O/T Hours (DT) | Hourly | O/T Hours (TH) | O/T Hours (DT) | Hourly | O/T Hours (TH) | O/T Hours (DT) | | (TH) | (DT) | | |
| ALL | 50 | (A) TRUCK W PLOW | VARIOUS | | | 11' | YES | $410 | | | $100 | | | $190 | | | 8 | | | | |
| ALL | 15 | (B) DUMP TRUCK | VARIOUS | | 17 | | | $335 | | | $110 | | | $180 | | | 8 | | | | |
| ALL | 15 | (C) DUMP TRAILER | FRUEHAUF OR EQUIV. | | 35 | | | $440 | | | $100 | | | $220 | | | 8 | | | | |
| ALL | 30 | (D) 4X4 W PLOW | VARIOUS | | | 7' | YES | $238 | | | $85 | | | $120 | | | 8 | | | | |
| ALL | 15 | (E) PAYLOADER | CAT 930 OR EQUIV. | | 2 - 3 | | | $475 | | | $150 | | | $185 | | | 8 | | | | |
| ALL | 10 | (F) PAYLOADER | CAT 950 OR EQUIV. | | 4 | | | $550 | | | $150 | | | $215 | | | 8 | | | | |
| ALL | 10 | (G) PAYLOADER | CAT 966 OR EQUIV. | | 5 | | | $550 | | | $150 | | | $250 | | | 8 | | | | |
| ALL | 10 | (H) PAYLOADER | MICH 175 OR EQUIV. | | 6 | | | $650 | | | $175 | | | $290 | | | 8 | | | | |
| ALL | 15 | (I) PAYLOADER | CAT 980 OR EQUIV. | | 7 | | | $650 | | | $175 | | | $320 | | | 8 | | | | |
| ALL | 30 | (J) SNOWLIFT SPECIALIZED SNOW DOZERS | VARIOUS | | | MIN 20 - 32' | YES | $740 | | | $200 | | | $350 | | | 8 | | | | |
| ALL | 5 | (K) PORTABLE SNOW MELTERS | VARIOUS | | 40 TON/HR | | | $1,005 | | | $5/ PER TON PER HR RATED CAPACITY | | | $12.50/ PER TON PER HR RATED CAPACITY | | | 8 | | | | |
| ALL | 35 | (K-1) PORTABLE SNOW MELTERS | VARIOUS | | 100 TO 350 TON/HR | | | $1,005 | | | $5/ PER TON PER HR RATED CAPACITY | | | $9.50/ PER TON PER HR RATED CAPACITY | | | 8 | | | | |

| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | | | (10) | | | (11) | | | (12) | (13) | | (14) | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| FACILITY TO SERVICE | NO. OF UNITS | TYPE & MAKE | MODEL & YEAR | TYPE OF BODY | BODY SIZE (YARDS) | BLADE & BUCKET SIZE | REVERSIBLE (YES OR NO) | HAULAGE RATE PER UNIT/PER MOVE | | | STANDBY RATE PER UNIT | | | OPERATING RATE PER UNIT | | | MIN. HOURS PER CALL/ PER UNIT | OVER TIME HOURS IN EFFECT | | LOC. OF EQUIP. | SPECIAL RATES (If any) |
| | | | | | | | | Flat Rate or Hourly | O/T Hours (TH) | O/T Hours (DT) | Hourly | O/T Hours (TH) | O/T Hours (DT) | Hourly | O/T Hours (TH) | O/T Hours (DT) | | (TH) | (DT) | | |
| ALL | 30 | (L) MECHANICAL HIGHWAY SAND SPREADER OR EQUIV. | VARIOUS | | 7 TO 10 | | | $225 | | | $100 | | | $165 | | | 8 | | | | |
| ALL | 10 | (M) MECHANICAL HIGHWAY SAND SPREADER OR EQUIV. | VARIOUS | | 2 TO 5 | | | $225 | | | $100 | | | $155 | | | 8 | | | | |
| ALL | 10 | (N) SKIDSTEER OR EQUIV W BUCKET OR 8' BLADE | VARIOUS | | | | | $250 | | | $100 | | | $160 | | | 8 | | | | |
| ALL | 1 | (O) TRACK LOADER OR DOZER | VARIOUS | CAT 963 | | | | $850 | | | $200 | | | $425 | | | | | | | |
| ALL | 25 | (P) MECHANICAL HIGHWAY SAND SPREADER OR EQUIV. WITH ROAD PLOW | VARIOUS | | 16 | | | $450 | | | $100 | | | $265 | | | 8 | | | | |
| ALL | 25 | (Q) MECHANICAL HIGHWAY SAND SPREADER OR EQUIV. | VARIOUS | | 16 | | | $450 | | | $100 | | | $265 | | | 8 | | | | |
| ALL | 25 | (R) MECHANICAL HIGHWAY SAND SPREADER OR EQUIV. | VARIOUS | | 5 TO 7 | | | $450 | | | $100 | | | $210 | | | 8 | | | | |

ALL UNITS ARE STORED AT JFK, LGA, AND EWR

FOLLOWING NUMBERS WILL BE MANNED DURING ACTUAL SNOW EVENTS

JFK - 718-656-8870 MICHAEL FERRUCCI

LGA - 718-476-5570 JIM FLIEDNER

EWR - 973-824-5252 STEVE WILKINSON

SIGNED AT 96 COMMERCIAL STREET, FREEPORT, NY 11520 AS OF AUGUST 21, 2012

THE PORT AUTHORITY OF NY & NJ

September 12, 2014

**FAX: 516-767-9200**

Aero Snow Removal Corp.
30 Sagamore Hill Drive
Port Washington, NY 11050
ATTN: William F. Wynperle, Jr. – Executive Vice President

**RE: EMERGENCY SNOW REMOVAL EQUIPMENT AT VARIOUS PORT AUTHORITY FACILITIES – SNOW SEASON 2014-2015 BID #38794**

Dear Mr. Wynperle:

Your rates for snow removal addressed to the referenced requirement have been received and transmitted to all Facility Managers for areas you wish to service. You will be contacted directly by Facility Manager if your services are requested. The Port Authority will reimburse for tolls incurred by the Contractor during snow removal operations at our Facilities under this Contract. The Port Authority will not reimburse for tolls incurred during traveling to and from these Facilities. The Contractor is required to submit a copy of their EZ Pass statement along with the invoice in order to be compensated.

Very truly yours,

Selene Ortega

Selene Ortega
Operations Manager
Commodities & Services Division
Procurement Department

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

# THE PORT AUTHORITY OF NY & NJ

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

### INVITATION FOR BID/PUBLIC BID OPENING

### BID INFORMATION

**ISSUED DATE:**

**TITLE:** EMERGENCY SNOW REMOVAL AND EQUIPMENT AT VARIOUS PORT AUTHORITY FACILITIES – SNOW SEASON 2014-2015

**BID NO.:** 38794

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

**BID DUE DATE: AUGUST 6, 2014** **TIME: 11:00 AM**

**BUYER NAME: SELENE ORTEGA**

**PHONE NO.: (201) 395-3407**
**FAX NO.: (201) 395-3425**
**EMAIL: sortega@panynj.gov**

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

Aero Snow Removal Corp.
(NAME OF BIDDING ENTITY)

30 Sagamore Hill Drive
(ADDRESS)

Port Washington, NY 11050
(CITY, STATE AND ZIP CODE)

William F. Wynperle, Jr., Executive Vice President — 516-944-3100
(REPRESENTATIVE TO CONTACT-NAME & TITLE) — (TELEPHONE)

516-767-9200
(FEDERAL TAX I.D. NO.) — (FAX NO.)

_X_ BUSINESS CORPORATION ____ PARTNERSHIP ____ INDIVIDUAL

____ OTHER (SPECIFY): _____

06-06-14A11:15 RCVD

# THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
## 2014-2015 SCHEDULE OF EQUIPMENT AND PRICES

**BID #38794**


VENDOR'S NAME: Aero Snow Removal Corp.
ADDRESS: 30 Sagamore Hill Drive, Port Washington, NY 11050
CONTACT NAME: Fred Gonzalez
TELEPHONE #: 516-944-3100
FAX #: 516-767-9200
EMAIL ADDRESS: fgonzalez@aerosnow.com




Rates quoted are for all time frames. No additional charges or overtime.

| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | | | (10) | | | (11) | | | (12) | (13) | | (14) | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| FACILITY TO SERVICE | NO. OF UNITS | TYPE & MAKE | MODEL & YEAR | TYPE OF BODY | BODY SIZE (YARDS) | BLADE & BUCKET SIZE | REVERSIBLE (YES OR NO) | HAULAGE RATE PER UNIT/PER MOVE | | | STANDBY RATE PER UNIT | | | OPERATING RATE PER UNIT | | | MIN. HOUR PER CALL/ PER UNIT | OVER TIME HOURS IN EFFECT | | LOC. OF EQUIP. | | SPECIAL RATES (if any) |
| | | | | | | | | Flat Rate or Hourly | O/T Hour (TH) | O/T Hour (DT) | Hourly | O/T Hour (TH) | O/T Hour (DT) | Hourly | O/T Hour (TH) | O/T Hour (DT) | | (TH) | (DT) | | | |
| All Facilities | | 10 | Dump Trucks | Various | Dump | 17 cy | | 345.00 | — | — | 120.00 | — | — | 185.00 | — | — | 8 | — | — | JFK - EWR | | |
| | | 10 | Truck Plows | Various | Dump | 12-17 cy | 10' - 11' | 410.00 | — | — | 110.00 | — | — | 200.00 | — | — | 8 | — | — | | | |
| | | 6 | 4x4 w/Plows | Various | Pick Up | 6' - 8' | 7' | 240.00 | — | — | 90.00 | — | — | 125.00 | — | — | 8 | — | — | | | |
| | | 4 | 4x4 w/ Plow/Spreader | Various | Hopper | 2 cy | 7' - 8' | 240.00 | — | — | 120.00 | — | — | 205.00 | — | — | 8 | — | — | | | |
| | | 10 | Payloader | Cat 930 or equal | — | — | 3 cy | 490.00 | — | — | 160.00 | — | — | 190.00 | — | — | 8 | — | — | | | |
| | | 10 | Payloader | Cat 950 or equal | — | — | 4 cy | 565.00 | — | — | 160.00 | — | — | 230.00 | — | — | 8 | — | — | | | |
| | | 10 | Payloader | Cat 966 or equal | — | — | 5 cy | 565.00 | — | — | 160.00 | — | — | 265.00 | — | — | 8 | — | — | | | |
| | | 5 | Payloader | Cat 980 or equal | — | — | 6 cy | 670.00 | — | — | 185.00 | — | — | 325.00 | — | — | 8 | — | — | | | |
| | | 3 | Payloader | Cat 988 or equal | — | — | 7 cy | 670.00 | — | — | 185.00 | — | — | 340.00 | — | — | 8 | — | — | | | |
| | | 3 | Rubber Tire Dozer | Mich 280 | — | — | 20' - 30' | 765.00 | — | — | 215.00 | — | — | 375.00 | — | — | 8 | — | — | | | |
| | | 2 | Rubber Tire Dozer | Trojan | — | — | 20' | 680.00 | — | — | 250.00 | — | — | 410.00 | — | — | 8 | — | — | | | |
| | | 5 | Rubber Tire Dozer | Cat 824 | — | — | 12' - 15' | 995.00 | — | — | 250.00 | — | — | 455.00 | — | — | 8 | — | — | | | |
| | | 4 | Skid Steer Load w/ Bucket 1996 | | — | — | 66" | 250.00 | — | — | 110.00 | — | — | 155.00 | — | — | 8 | — | — | | | |
| | | 4 | Skid Steer Load w/ Broom 1996 | | — | — | 6' | 260.00 | — | — | 110.00 | — | — | 165.00 | — | — | 8 | — | — | | | |
| | | 2 | Sand/Salt Spreaders | Various | Hopper | 2-3 cy | — | 230.00 | — | — | 110.00 | — | — | 155.00 | — | — | 8 | — | — | | | |
| | | 2 | Sand/Salt Spreaders | Various | Hopper | 4-7 cy | — | 230.00 | — | — | 110.00 | — | — | 165.00 | — | — | 8 | — | — | | | |
| | | 2 | Sand/Salt Spreaders | Various | Hopper | 16 cy | — | 350.00 | — | — | 110.00 | — | — | 285.00 | — | — | 8 | — | — | | | |

08-06-14 11:1 . RCVD

# THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
## 2014-2015 SCHEDULE OF EQUIPMENT AND PRICES

BID #38794


VENDOR'S NAME: Aero Snow Removal Corp.
ADDRESS: 30 Sagamore Hill Drive, Port Washington, NY 11050
CONTACT NAME: Fred Gonzalez
TELEPHONE #: 516-944-3100
FAX #: 516-767-9200
EMAIL ADDRESS: fgonzalez@aerosnow.com




| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | | | (10) | | | (11) | | | (12) | (13) | | (14) | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| FACILITY TO SERVICE | NO. OF UNITS | TYPE & MAKE | MODEL & YEAR | TYPE OF BODY | BODY SIZE (YARDS) | BLADE & BUCKET SIZE | REVERSIBLE (YES OR NO) | HAULAGE RATE PER UNIT/PER MOVE | | | STANDBY RATE PER UNIT | | | OPERATING RATE PER UNIT | | | MIN. HOUR PER CALL/ PER UNIT | OVER TIME HOURS IN EFFECT | | LOC. OF EQUIP. | SPECIAL RATES (if any) |
| | | | | | | | | Flat Rate or Hourly | O/T Hour (TH) | O/T Hour (DT) | Hourly | O/T Hour (TH) | O/T Hour (DT) | Hourly | O/T Hour (TH) | O/T Hour (DT) | | (TH) | (DT) | | |
| All Facilities | 2 | Sand/Salt Spreader w/Plow | | Hopper | 16 cy | 10' - 11' | Yes | 420.00 | — | — | 110.00 | — | — | 285.00 | — | — | 8 | — | — | JFK-EWR | |
| | 2 | Liquid Deicer Truck | Various | 1,000 Gallon | — | — | — | 365.00 | — | — | 220.00 | — | — | 440.00 | — | — | 8 | — | — | | |
| | 4 | Portable Snow Melters | Various | 100-600 T/Hr | — | — | — | 1,050.00 | — | — | 5.95 ton/hr of rated melt capacity | | | 11.95 ton/hr of rated melt cap | | | 6 | — | — | | |
| | 3 | Self Propelled Snow Melter | | 100-350 T/Hr | — | — | — | 1,050.00 | — | — | 5.95 ton/hr of rated melt capacity | | | 11.95 ton/hr of rated melt cap | | | 6 | — | — | | |

08-06-14A11:1 RCVD

THE PORT AUTHORITY OF NY & NJ

September 12, 2014

**FAX: 973-684-1355**

Railroad Construction Company, Inc.
75-77 Grove Street
Paterson, NJ 07503
ATTN: Joseph Vaccaro – Vice President

**RE: EMERGENCY SNOW REMOVAL EQUIPMENT AT VARIOUS PORT AUTHORITY FACILITIES – SNOW SEASON 2014-2015 BID #38794**

Dear Mr. Vaccaro:

Your rates for snow removal addressed to the referenced requirement have been received and transmitted to all Facility Managers for areas you wish to service. You will be contacted directly by Facility Manager if your services are requested. The Port Authority will reimburse for tolls incurred by the Contractor during snow removal operations at our Facilities under this Contract. The Port Authority will not reimburse for tolls incurred during traveling to and from these Facilities. The Contractor is required to submit a copy of their EZ Pass statement along with the invoice in order to be compensated.

Very truly yours,

Selene Ortega
Operations Manager
Commodities & Services Division
Procurement Department

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

THE PORT AUTHORITY OF NY & NJ

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

## INVITATION FOR BID/PUBLIC BID OPENING

## BID INFORMATION

**ISSUED DATE:**

**TITLE:** EMERGENCY SNOW REMOVAL AND EQUIPMENT AT VARIOUS PORT AUTHORITY FACILITIES – SNOW SEASON 2014-2015

**BID NO.:** 38794

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

**BID DUE DATE:** AUGUST 6, 2014 **TIME:** 11:00 AM

**BUYER NAME:** SELENE ORTEGA

**PHONE NO.:** (201) 395-3407
**FAX NO.:** (201) 395-3425
**EMAIL:** sortega@panynj.gov

08-06-14A11:14 RCVD

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

RAILROAD CONSTRUCTION COMPANY, INC.
(NAME OF BIDDING ENTITY)

75-77 Grove Street
(ADDRESS)

Paterson, New Jersey 07503
(CITY, STATE AND ZIP CODE)

Joseph Vaccaro, Vice-President
(REPRESENTATIVE TO CONTACT-NAME & TITLE)

(973) 684-0362
(TELEPHONE)

(FEDERAL TAX I.D. NO.)

(973) 684-1355
(FAX NO.)

✓ BUSINESS CORPORATION ____ PARTNERSHIP ____ INDIVIDUAL

____ OTHER (SPECIFY): ____

Rev. 09/07/2010

# THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
## 2014-2015 SCHEDULE OF EQUIPMENT AND PRICES

BID #38794


VENDOR'S NAME: **RAILROAD CONSTRUCTION COMPANY, INC.**
ADDRESS: 75-77 Grove Street, Paterson, N.J. 07503
CONTACT NAME: Joseph Vaccaro, Vice-President
TELEPHONE #: (973) 684-0362
FAX #: (973) 684-1355
EMAIL ADDRESS: Bidgroup@rccmail.net


| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | | | (10) | | | (11) | | | (12) | (13) | | (14) | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| FACILITY TO SERVICE | NO. OF UNITS | TYPE & MAKE | MODEL & YEAR | TYPE OF BODY | BODY SIZE (YARDS) | BLADE & BUCKET SIZE | REVERSIBLE (YES OR NO) | HAULAGE RATE PER UNIT/PER MOVE | | | STANDBY RATE PER UNIT | | | OPERATING RATE PER UNIT | | | MIN. HOUR PER CALL/ PER UNIT | OVER TIME HOURS IN EFFECT | | LOC. OF EQUIP. | SPECIAL RATES (if any) |
| | | | | | | | | Flat Rate or Hourly | O/T Hour (TH) | O/T Hour (DT) | Hourly | O/T Hour (TH) | O/T Hour (DT) | Hourly | O/T Hour (TH) | O/T Hour (DT) | | (TH) | (DT) | | |
| PN | 2 | Pay Loader | Kom 320 | | 2-3 CY | 2-3 CY | | 700.00 | 725.00 | 750.00 | 240.00 | 260.00 | 280.00 | 290.00 | 315.00 | 345.00 | 8 | | | Edison NJ | |
| HCMF | | | 1997/2001 | | | | | | | | | | | | | | | | | | |
| JSTC | | | | | | | | | | | | | | | | | | | | | |
| JCAMT | | | | | | | | | | | | | | | | | | | | | |
| | 7 | Pay Loader | Kom 380 or | | 4 CY | 4 CY | | 700.00 | 725.00 | 750.00 | 240.00 | 260.00 | 280.00 | 290.00 | 315.00 | 345.00 | 8 | | | Edison NJ | |
| | | | Equiv. | | | | | | | | | | | | | | | | | | |
| | | | 1998/2003 | | | | | | | | | | | | | | | | | | |
| | 3 | Pay Loader | Kom 450 or | | 5 CY | 5 CY | | 700.00 | 725.00 | 750.00 | 240.00 | 260.00 | 280.00 | 290.00 | 315.00 | 345.00 | 8 | | | Edison NJ | |
| | | | Equiv. | | | | | | | | | | | | | | | | | | |
| | | | 1995/2003 | | | | | | | | | | | | | | | | | | |
| | 8 | Backhoe | JD410 or | | 2 CY | 2 CY | | 700.00 | 725.00 | 750.00 | 240.00 | 260.00 | 280.00 | 290.00 | 315.00 | 345.00 | 8 | | | Edison NJ | |
| | | | Equiv. | | | | | | | | | | | | | | | | | | |
| | | | 1995/2002 | | | | | | | | | | | | | | | | | | |

08-06-14A11:14 RCVD

THE PORT AUTHORITY OF NY & NJ

September 12, 2014

**FAX: 516-371-1763**

Snowlift, LLC
96 Commercial Street
Freeport, NY 11520
ATTN: Michael Ferrucci – Vice President

**RE: EMERGENCY SNOW REMOVAL EQUIPMENT AT VARIOUS PORT AUTHORITY FACILITIES – SNOW SEASON 2014-2015 BID #38794**

Dear Mr. Ferrucci:

Your rates for snow removal addressed to the referenced requirement have been received and transmitted to all Facility Managers for areas you wish to service. You will be contacted directly by Facility Manager if your services are requested. The Port Authority will reimburse for tolls incurred by the Contractor during snow removal operations at our Facilities under this Contract. The Port Authority will not reimburse for tolls incurred during traveling to and from these Facilities. The Contractor is required to submit a copy of their EZ Pass statement along with the invoice in order to be compensated.

Very truly yours,

Selene Ortega

Selene Ortega
Operations Manager
Commodities & Services Division
Procurement Department

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

# THE PORT AUTHORITY OF NY & NJ

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

**INVITATION FOR BID/PUBLIC BID OPENING**

**BID INFORMATION**

**ISSUED DATE:**

**TITLE:** EMERGENCY SNOW REMOVAL AND EQUIPMENT AT VARIOUS PORT AUTHORITY FACILITIES – SNOW SEASON 2014-2015

**BID NO.:** 38794

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

**BID DUE DATE: AUGUST 6, 2014** **TIME: 11:00 AM**

**BUYER NAME: SELENE ORTEGA**

**PHONE NO.: (201) 395-3407**
**FAX NO.: (201) 395-3425**
**EMAIL: sortega@panynj.gov**

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

Snowlift LLC
(NAME OF BIDDING ENTITY)

96 Commercial Street
(ADDRESS)

Freeport, NY 11520
(CITY, STATE AND ZIP CODE)

Joseph Ferrucci Vice President
(REPRESENTATIVE TO CONTACT-NAME & TITLE)

516-239-2123
(TELEPHONE)

(FEDERAL TAX I.D. NO.)

516-371-1763
(FAX NO.)

_____ BUSINESS CORPORATION _____ PARTNERSHIP _____ INDIVIDUAL

X OTHER (SPECIFY): Limited Liability Company

08-06-14A11:15 RCVD

Rev. 09/07/2010

08-05-14A11:15 RCVD

# THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
## 2014-2015 SCHEDULE OF EQUIPMENT AND PRICES

**BID #38794**

VENDOR'S NAME: SNOWLIFT LLC
ADDRESS: 96 COMMERCIAL STREET, FREEPORT, NY 11520
CONTACT NAME: MICHAEL FERRUCCI
TELEPHONE #: 516-239-2123, 516-779-0422 CELL, 718-656-8870 ANS SERVICE
FAX #: 516-371-1763
EMAIL ADDRESS: mike@snowlift.com

| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | | | (10) | | | (11) | | | (12) | (13) | | (14) | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| FACILITY TO SERVICE | NO. OF UNITS | TYPE & MAKE | MODEL & YEAR | TYPE OF BODY | BODY SIZE (YARDS) | BLADE & BUCKET SIZE | REVERSIBLE (YES OR NO) | HAULAGE RATE PER UNIT/PER MOVE | | | STANDBY RATE PER UNIT | | | OPERATING RATE PER UNIT | | | MIN. HOURS PER CALL/ PER UNIT | OVER TIME HOURS IN EFFECT | | LOC. OF EQUIP. | SPECIAL RATES (if any) |
| | | | | | | | | Flat Rate or Hourly | O/T Hours (TH) | O/T Hours (DT) | Hourly | O/T Hours (TH) | O/T Hours (DT) | Hourly | O/T Hours (TH) | O/T Hours (DT) | | (TH) | (DT) | | |
| ALL | 50 | (A) TRUCK W PLOW | VARIOUS | | | 11' | YES | $410 | | | $100 | | | $190 | | | 8 | | | | |
| ALL | 15 | (B) DUMP TRUCK | VARIOUS | | 17 | | | $335 | | | $110 | | | $180 | | | 8 | | | | |
| ALL | 15 | (C) DUMP TRAILER | FRUEHAUF OR EQUIV. | | 35 | | | $440 | | | $100 | | | $220 | | | 8 | | | | |
| ALL | 30 | (D) 4X4 W PLOW | VARIOUS | | | 7' | YES | $238 | | | $85 | | | $120 | | | 8 | | | | |
| ALL | 15 | (E) PAYLOADER | CAT 930 OR EQUIV. | | 2 - 3 | | | $475 | | | $150 | | | $185 | | | 8 | | | | |
| ALL | 10 | (F) PAYLOADER | CAT 950 OR EQUIV. | | 4 | | | $550 | | | $150 | | | $215 | | | 8 | | | | |
| ALL | 10 | (G) PAYLOADER | CAT 966 OR EQUIV. | | 5 | | | $550 | | | $150 | | | $250 | | | 8 | | | | |
| ALL | 10 | (H) PAYLOADER | MICH 175 OR EQUIV. | | 6 | | | $650 | | | $175 | | | $290 | | | 8 | | | | |
| ALL | 15 | (I) PAYLOADER | CAT 980 OR EQUIV. | | 7 | | | $650 | | | $175 | | | $320 | | | 8 | | | | |
| ALL | 30 | (J) SNOWLIFT SPECIALIZED SNOW DOZERS | VARIOUS | | | MIN 20 - 32' | YES | $740 | | | $200 | | | $350 | | | 8 | | | | |
| ALL | 5 | (K) PORTABLE SNOW MELTERS | VARIOUS | | 40 TON/HR | | | $1,005 | | | $5/ PER TON PER HR RATED CAPACITY | | | $12.50/ PER TON PER HR RATED CAPACITY | | | 8 | | | | |
| ALL | 35 | (K-1) PORTABLE SNOW MELTERS | VARIOUS | | 100 TO 350 TON/HR | | | $1,005 | | | $5/ PER TON PER HR RATED CAPACITY | | | $9.50/ PER TON PER HR RATED CAPACITY | | | 8 | | | | |

| (1) FACILITY TO SERVICE | (2) NO. OF UNITS | (3) TYPE & MAKE | (4) MODEL & YEAR | (5) TYPE OF BODY | (6) BODY SIZE (YARDS) | (7) BLADE & BUCKET SIZE | (8) REVERSIBLE (YES OR NO) | (9) HAULAGE RATE PER UNIT/PER MOVE | | | (10) STANDBY RATE PER UNIT | | | (11) OPERATING RATE PER UNIT | | | (12) MIN. HOURS PER CALL/ PER UNIT | (13) OVER TIME HOURS IN EFFECT | | (14) LOC. OF EQUIP. | SPECIAL RATES (if any) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | Flat Rate or Hourly | O/T Hours (TH) | O/T Hours (DT) | Hourly | O/T Hours (TH) | O/T Hours (DT) | Hourly | O/T Hours (TH) | O/T Hours (DT) | | (TH) | (DT) | | |
| ALL | 30 | (L) MECHANICAL HIGHWAY SAND SPREADER OR EQUIV. | VARIOUS | | 7 TO 10 | | | $225 | | | $100 | | | $165 | | | 8 | | | | |
| ALL | 10 | (M) MECHANICAL HIGHWAY SAND SPREADER OR EQUIV. | VARIOUS | | 2 TO 5 | | | $225 | | | $100 | | | $155 | | | 8 | | | | |
| ALL | 10 | (N) SKIDSTEER OR EQUIV W BUCKET OR 8' BLADE | VARIOUS | | | | | $250 | | | $100 | | | $160 | | | 8 | | | | |
| ALL | 1 | (0) TRACK LOADER OR DOZER | VARIOUS | CAT 963 | | | | $850 | | | $200 | | | $425 | | | | | | | |
| ALL | 25 | (P) MECHANICAL HIGHWAY SAND SPREADER OR EQUIV. WITH ROAD PLOW | VARIOUS | | 16 | | | $450 | | | $100 | | | $265 | | | 8 | | | | |
| ALL | 25 | (Q) MECHANICAL HIGHWAY SAND SPREADER OR EQUIV. | VARIOUS | | 16 | | | $450 | | | $100 | | | $265 | | | 8 | | | | |
| ALL | 25 | (R) MECHANICAL HIGHWAY SAND SPREADER OR EQUIV. | VARIOUS | | 5 TO 7 | | | $450 | | | $100 | | | $210 | | | 8 | | | | |

ALL UNITS ARE STORED AT JFK, LGA, AND EWR

FOLLOWING NUMBERS WILL BE MANNED DURING ACTUAL SNOW EVENTS

JFK - 718-656-8870 MICHAEL FERRUCCI

LGA - 718-476-5570 JIM FLIEDNER

EWR - 973-824-5252 STEVE WILKINSON

SIGNED AT 96 COMMERCIAL STREET, FREEPORT, NY 11520 AS OF AUGUST 21, 2012

THE PORT AUTHORITY OF NY & NJ

September 12, 2014

**FAX: 516-767-9200**

Tully Environmental Inc.
127-50 Northern Blvd.
Flushing, NY 11368
ATTN: Peter K. Tully - President

**RE: EMERGENCY SNOW REMOVAL EQUIPMENT AT VARIOUS PORT AUTHORITY FACILITIES – SNOW SEASON 2014-2015 BID #38794**

Dear Mr. Tully:

Your rates for snow removal addressed to the referenced requirement have been received and transmitted to all Facility Managers for areas you wish to service. You will be contacted directly by Facility Manager if your services are requested. The Port Authority will reimburse for tolls incurred by the Contractor during snow removal operations at our Facilities under this Contract. The Port Authority will not reimburse for tolls incurred during traveling to and from these Facilities. The Contractor is required to submit a copy of their EZ Pass statement along with the invoice in order to be compensated.

Very truly yours,

Selene Ortega

Selene Ortega
Operations Manager
Commodities & Services Division
Procurement Department

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

# THE PORT AUTHORITY OF NY & NJ

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

**INVITATION FOR BID/PUBLIC BID OPENING**

**BID INFORMATION**

**ISSUED DATE:**

**TITLE:** EMERGENCY SNOW REMOVAL AND EQUIPMENT AT VARIOUS PORT AUTHORITY FACILITIES – SNOW SEASON 2014-2015

**BID NO.:** 38794

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

**BID DUE DATE:** AUGUST 6, 2014 **TIME:** 11:00 AM

**BUYER NAME:** SELENE ORTEGA

PHONE NO.: (201) 395-3407
FAX NO.: (201) 395-3425
EMAIL: sortega@panynj.gov

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

Tully Environmental Inc.
(NAME OF BIDDING ENTITY)

127-50 Northern Boulevard
(ADDRESS)

Flushing New York 11368
(CITY, STATE AND ZIP CODE)

Peter K. Tully
(REPRESENTATIVE TO CONTACT-NAME & TITLE)

718-446-7000
(TELEPHONE)

(FEDERAL TAX I.D. NO.)

718-458-5799
(FAX NO.)

✓ BUSINESS CORPORATION ____ PARTNERSHIP ____ INDIVIDUAL

____ OTHER (SPECIFY): ____

Rev. 09/07/2010

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
2012-2013 SCHEDULE OF EQUIPMENT AND PRICES

VENDOR'S NAME: TULLY ENVIRONMENTAL, INC. BID#30260
ADDRESS: 127-50 NORTHERN BOULEVARD, FLUSHING NEW YORK 11368
CONTACT NAME: DEAN DEVOE
TELEPHONE #: 718-446-7000
FAX#: 718-458-5199
EMAIL ADDRESS: DDEVOE@TULLYENVIRONMENTAL.COM

| Facility to Service | No. of Units | Type & Make | Model & Year | Type of Body | Size Body Yards | Size Blade and Bucket | Reversible (Yes or No) | HAULAGE RATE PER UNIT/PER MOVE FLAT RATE OR HOURLY O/T HOURS (TH) O/T HOURS (DT) | STANDBY RATE PER UNIT HOURLY O/T HOURS(TH) O/T HOURS (DT) | OPERATING RATE PER UNIT HOURLY O/T HOURS(TH) O/T HOURS (DT) | Min. Hour Per Call Per Unit (If any) | Loc. Of Equip. | Special rates & Hours when Overtime is in effect |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| LGA/ JFKIA | 10 | CAT 966 Loader | | | | 4.0 YD Bucket | No | 500/Move Each Way 750/Move Each Way TH | ST-210.00 TH - 315.00 DT - 315.00 | ST-287.5 TH - 397.5 DT - 397.50 | 8 | Flushing | ST Rate M-F 7-3pm; TH M-F 3pm - 7am, Sat; DT Sundays and Holidays |
| LGA/ JFKIA | 2 | Komatsu WA 500 Loader | | | | 4.5 YD Bucket | No | 500/Move Each Way 750/Move Each Way TH | ST-210.00 TH - 315.00 DT - 315.00 | ST-287.5 TH - 397.5 DT - 397.50 | 8 | Flushing | ST Rate M-F 7-3pm; TH M-F 3pm - 7am, Sat; DT Sundays and Holidays |
| LGA/ JFKIA | 20 | CAT 446 or Equivalent | | | | 2.0 YD Bucket | No | 500/Move Each Way 750/Move Each Way TH | ST-170.00 TH-300.00 DT - 340.00 | ST-263.75 TH-380.75 DT - 380.75 | 8 | Flushing | ST Rate M-F 7-3pm; TH M-F 3pm - 7am, Sat; DT Sundays and Holidays |
| LGA/ JFKIA | 2 | CAT 950 Loader | | | | 3.0 YD Bucket | No | 500/Move Each Way 750/Move Each Way TH | ST-210.00 TH - 315.00 DT - 315.00 | ST-287.5 TH - 397.5 DT - 397.50 | 8 | Flushing | ST Rate M-F 7-3pm; TH M-F 3pm - 7am, Sat; DT Sundays and Holidays |
| LGA/ JFKIA | 20 | Dump Trailer w/ Tractors | | Dump Trailer | 50 YDS | | No | | ST-135.00 OT-200.00 DT - 270.00 | ST-180.00 OT-250.00 DT - 360.00 | 8 | Flushing | ST Rate M-F 7-3pm; TH M-F 3pm - 7am, Sat; DT Sundays and Holidays |

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## 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): _____

# INFORMATION FOR VENDORS

1. Study all documents carefully. Return one (1) copy.

2. Prospective Vendors should fill out all applicable columns on the "Schedule of Equipment and Prices" attached hereto for each type of equipment unit. Read the following carefully.

   Column 1
   The Vendor should list the Facilities they wish to service and identify them with the Facility Code from the "Port Authority Facilities" list below.

   Columns 2
   The Vendor must fill out as indicated in the heading of the column.

   Column 3
   The Vendor must list the type and make of each equipment he/she is offering to the Port Authority at the various Facilities. Selection of Vendors will be based in part on the submission of rates for said equipment. Vendors may, however, offer rates for additional snow removal equipment, which will only be utilized when, in the sole opinion of the Facility Manager, the said listed equipment is not sufficient for the proper removal of snow at the Facility. Allow one letter for each particular class of equipment.

   Ex. (A) Dump Truck - Mack
   (B) Payloaders - Michigan
   (C) Bulldozers - Caterpillar

   Note: When invoicing the lessor, the Vendor shall refer to the equipment by the exact description shown in the original submission and by the alphabetical code for the class of equipment.

   Columns 4, 5, 6, 7, and 8
   The Vendor must fill out as indicated in the headings of each column.

   Column 9
   The Vendor should list in this column either a flat rate of compensation or an hourly charge per unit/per move, if any, for haulage of the equipment unit and the personnel necessary to operate it. This rate should indicate the cost per move for either moving the equipment to a Facility or removing it. Additionally, the Vendor should list a flat rate per move for haulage during overtime hours, utilizing the abbreviations "TH" to any time and a half rates and "DT" to any double time rates.

   Column 10
   The Vendor should list an hourly rate (straight time) of compensation for the unit of equipment and the labor for operating such unit during the time when the unit is at a Port Authority Facility on standby as a result of notification by the Port Authority but not actually in service. Additionally, if the Vendor is obligated to pay overtime wages to the labor operating the

equipment, he/she should indicate in this column the standby overtime rate, which reflects the Vendor's overtime obligation.

NOTE:
Wherever the Vendor is requested to indicate an overtime rate, he/she should affix the abbreviation "TH" to any time and half rate and "DT" to any double time rate.

Example: TH - $17.50
DT - $20.00

Column 11
The Vendor should list the hourly straight time rate of compensation for the unit of equipment and the personnel necessary to operate it while the equipment is actually engaged in snow removal operations at a Port Authority Facility. Additionally, the Vendor should list the overtime-hourly rate for the labor and equipment while they are actually engaged in snow removal operations at the Facility. The Vendor should affix the abbreviation "TH" to any time and a half rates, and "DT" to any double time rates.

Column 12
The Vendor should list the minimum hours per call he/she must be compensated for. Compensation for this minimum time shall be based on the hourly operating rate for the hours the equipment was actually in service and the remaining guaranteed minimum hours shall be paid for at the standby rate. E.G., if the lessor is to be paid for a minimum of eight (8) hours per call and his equipment is needed and used for only four (4) hours, he/she shall be paid for four (4) hours at the applicable operating rate (straight time or overtime) and four (4) hours at the applicable standby rate (straight time or overtime.)

Column 13
The Vendor shall list the hours when the overtime rates shall be in effect. Overtime hours should be indicated by letters "TH" affixed thereto whenever the lessor wishes to indicate time and a half hours. If the Vendor is also obligated to pay double time rates at any time, he/she should also indicate in this column when such rates are to be in effect. The abbreviation "DT" may be used indicating these double time hours.

Example -- hours when overtime is in effect:
TH - 4:00 p.m. to 8:00 a.m., Monday through Friday and all day Saturday.
DT - all day Sunday and Holidays.

If the Vendor does not specifically indicate in this column the hours when rates other than straight time rates shall be in effect, it shall be conclusively presumed that the straight time rate indicated shall apply at all times during which the Vendor is engaged, at any of the Facilities.

The Vendor should also include in this column, any special notes that he/she feels may be necessary.

Column 14
The Vendor should list the location where its equipment is normally parked/stored.

4. Sign at the end of the Request for Rates, inserting address and date of signature.

5. Request for Rates will be received until 11:00 a.m. on the date specified on the cover, in the office of the Port Authority of New York and New Jersey, 2 Montgomery Street, 3rd Floor, Jersey City, New Jersey 07302. Request for Rates shall be submitted in a sealed envelope and conspicuously endorsed "Snow Removal."

6. Any questions by prospective Vendor, concerning the documents may be addressed to the Buyer, Selene Ortega, via e-mail at sortega@panynj.gov, who, however, is authorized only to direct the attention of prospective Vendors to various portions of the documents so that they may read and interpret such portion for themselves. Neither Buyer nor any other employee of the Authority is authorized to give interpretations of any portion of the documents or to give information as to the requirements of the documents in addition to that contained in the documents.

   Interpretations of the documents or additional information as to its requirements, where necessary, shall be communicated to Vendors only by written addendum, which addendum shall be considered part of this Request for Rates. Accordingly, nothing contained herein and no representation, statement or promise, oral or in writing, of the Authority, its Commissioners, officers, agents or employees shall impair or limit the effect of the warranties of the lessor contained in the Request for Rates.

7. Inasmuch as the transaction hereunder with the Port Authority as a public corporation created by compact between the States of New York and New Jersey, are exempt from taxation, the Vendor warrants that no Federal, State or other taxes have been included in his prices.

8. It is the intention of the Port Authority to accept all properly submitted Request for Rates and formulate a listing from which the Facility Managers may contact various Vendors to effectively accomplish snow removal operations taking due consideration of, among other things, applicable rates, types of equipment, rapid availability thereof, and level of proficiency.

9. The Vendor's attention is called to the fact that the schedules, which form a part of the Request for Rates, provide for the sole and exclusive compensation hereunder. If Vendors need to make additional charges, he/she must indicate them on said Schedule in the box marked "Special Rates".

10. The equipment to be leased will not be utilized in areas under specific contract with other Vendors or in areas where Port Authority Facility staff performs snow removal operations.

11. Union Jurisdiction - prospective Vendors are advised to ascertain whether any union now represented or not represented at the Facility will claim jurisdiction over any aspect of the operations performed hereunder.

12. 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 - $ 10 million combined single limit per occurrence for bodily injury and property damage liability.

Commercial Automobile Liability Insurance - covering "any" vehicles on the broadest commercially available form:

a. $ 10 million combined single limit for bodily injury and property damage liability each accident.
b. $ 25 million combined single limit for bodily injury and property damage liability each accident for autos operating Airside in airports without an authorized escort.

In addition, the liability policy (ies) shall name "The Port Authority of New York and New Jersey and its related entities, their commissioners, directors, officers, partners, employees, The State of New York, The City of New York, AFCO AvPorts Management LLC, New York State Department of Transportation and agents as additional insureds", including but not limited to premise-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 condition and severability of interests clause for all policies so that coverage will respond as if separate policies were in force for each insured. An act or omission of one of the insureds shall not reduce or void coverage to the other insureds. Any and all excess and umbrella policies shall 'follow form' by conforming to the underlying policies. 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.
These insurance requirements shall be in effect for the duration of the contract to include any maintenance/warrantee/guarantee period.

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 an endorsement that the policy may not be canceled, terminated, or modified without thirty (30) days' prior written notice to the Port Authority of NY and NJ, Att: Facility Contract Administrator, at the location where the work will take place and to the General Manager, Risk Management.

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

Within five (5) days after the award of this agreement or contract and prior to the start of work, the Contractor must submit an original certificate of insurance, to the Port Authority of NY and NJ, Facility Contract Administrator, at the location where the work will take place. This certificate of insurance MUST show evidence of the above insurance policy (ies), including but not limited to the cancellation notice endorsement and stating the agreement/contract number prior to the start of work. The General Manager, Risk Management 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 Management, a certified copy of each policy, including the premiums.

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

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

The requirements for insurance procured by the Contractor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Contractor under this contract. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Contractor against the obligations imposed on them by law or by this or any other Contract. **CITS#4571N**

**PLEASE SUBMIT YOUR CERTIFICATE WITH YOUR RATES**

## PORT AUTHORITY FACILITIES

| FACILITY CODE | FACILITY NAME |
|---|---|
| GWBBS | GEORGE WASHINGTON BRIDGE BUS STATION |
| GWB | GEORGE WASHINGTON BRIDGE |
| LT | LINCOLN TUNNEL |
| HT | HOLLAND TUNNEL |
| SIB | STATEN ISLAND BRIDGE |
| JFK | JOHN F KENNEDY INT'L AIRPORT |
| LGA | LAGUARDIA AIRPORT |
| EWR | NEWARK LIBERTY INT'L AIRPORT |
| TET | TETERBORO, AIRPORT |
| PATH | YARDS AND STOCKROOMS |
| BATH | BATHGATE INDUSTRIAL PARK |
| PABT | PORT AUTHORITY BUS TERMINAL |
| PATC | PORT AUTHORITY TECHNICAL CENTER |
| PN | PORT NEWARK |
| JCAMT | JERSEY CITY AUTO MARINE TERMINAL |
| EPAMT | ELIZABETH PA MARINE PARK |
| BPAMT | BROOKLYN PA MARINE TERMINAL |
| JSTC | JOURNAL SQUARE TRANSPORTATION CENTER |
| BB | BAYONNE BRIDGE |
| GB | GOETHALS BRIDGE |
| HCMF | HARRISON CAR MAINTENANCE FACILITY |
| HH | HOWLAND HOOK |
| OBX | OUTERBRIDGE CROSSING |
| WTC | WORLD TRADE CENTER SITE |
| IPY | INDUSTRIAL PARK AT YONKERS |
| PI | PORT IVORY, STATEN ISLAND |
| BCT | BROOKLYN CRUISE TERMINAL |
| BP | BROOKLYN PIERS |
| TELE | TELEPORT, STATEN ISLAND, NY |
| SWF | STEWART AIRPORT |
| NLCC | NEWARK LEGAL COMMUNICATIONS CENTER |
| ECRRC | ESSEX COUNTY RESOURCE RECOVERY CENTER |
| NLCC | A.F.I. BUILDING, ELIZABETH INDUSTRIAL PARK |
| 2 MONT | 2 MONTGOMERY STREET |
| ACY | ATLANTIC CITY INTERNATIONAL AIRPORT |

## REQUEST FOR RATES

## EQUIPMENT WITH LABOR, FOR SNOW REMOVAL
## WINTER SEASON - 2014- 2015
## THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

TO: THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

The undersigned, hereinafter called the "lessor," hereby offers and agrees to lease equipment, with labor necessary for its operation if and when requested from time to time by a Port Authority Facility Manager for snow removal during the winter season 2014-2015 at the Facility or Facilities indicated hereafter and at the rates specified herein. The Authority in no way represents or guarantees that it will request any equipment from the lessor nor does the lessor guarantee that he will furnish the equipment when requested by the Authority. If, during the winter season 2014 - 2015 all or part of the lessor's equipments becomes unavailable, the lessor shall so inform the Manager, Commodities and Services Division, in writing. As used herein "Manager" shall mean the Manager of the particular Authority Facility involved or his duly authorized representative acting within the scope of the particular authority vested in him.

Upon each request of the Manager to lease snow removal equipment specified in the "Schedule of Equipment and Prices" and upon the actual furnishing of said equipment by the lessor, the terms and conditions contained herein shall be binding on the parties, lessor and the Port Authority.

The lessor's sole compensation, in full consideration for the performance of all his obligations hereunder, shall be an amount determined from the number of hours during which the equipment is actually furnished at the specific request of the Manager and prices in the "Schedule of Equipment and Prices" quoted by the lessor attached hereto and made a part hereof, and such compensation only. Moreover, no payment will be made merely for time when equipment is available but is located away from Port Authority property or brought to a Facility without being specifically requested. Payment will only be made from time when the equipment and labor actually arrive at a place on the Authority's property designated by the Manager until the time the equipment is no longer needed or is dismissed by the Manager, whichever is earlier unless otherwise indicated on the "Schedule of Equipment and Prices." If the lessor is contractually obligated to pay overtime (overtime means any additional charge for working on workdays, holidays, or weekends,) he/she must fill in the applicable columns of the "Schedule of Equipment and Prices," clearly stating when the lessor must pay overtime and such information shall be used to determine the extent to which the Authority shall reimburse the lessor for overtime. If the columns where overtime is required are not filled out this will be a final determination by the lessor that no claim for overtime will be made. The lessor agrees to service the Facilities, which have been indicated on the "Schedule of Equipment and Prices."

The lessor assumes the following risk whether such risks arise from acts or omissions (negligent or not) of the lessor, the Authority or third persons or from any cause, excepting only risks occasioned solely by affirmative willful acts of the Authority done subsequent to the furnishing of the snow removal equipment at the request of the Manager, and shall indemnify the Authority for all loss and expense incurred in connection with risk (b) and (c) below: (a) the risks of loss or damage to any property of the lessor; (b) the risk of claims, whether made against the lessor

or the Authority, for loss or damage occurring to any property of the lessor's agents, employees, subcontractors, materialmen and others performing work hereunder; (c) the risk of claims for injuries, damage and loss of any kind, just or unjust, of third persons arising or alleged to arise out of the leasing or use of equipment or labor hereinunder whether such claims are made against the lessor or the Authority. This paragraph shall not limit the responsibilities the lessor would have in the absence of this paragraph. No third party rights are created hereunder.

No payment for or acceptance of any equipment leased hereunder or any other act or omission of the Authority or the Manager shall operate to release the lessor from any obligation under or upon this agreement or stop the Authority from showing at any time that such payments, acceptances, act or omission was incorrect or to preclude the Authority from recovering any money paid in excess of that lawfully due and any damages sustained by the Authority.

Any assignment or other transfer of the obligations hereunder or any monies due or to become due hereunder without the written consent of the Authority shall be void and of no effect as to the Authority.

No Commissioner, officer, agent or employee of the Authority shall be held personally liable, hereunder, or in connection with this Agreement.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
2 Montgomery Street – 3rd Floor
Jersey City, NJ 07302
(Requirement of Contractor)

This agreement contains the entire understanding between the parties and consists of this "Request for Rates," the attached "Schedule of Equipment and Prices," the "Information for Vendors," and Addendum, if any. Except as elsewhere specifically provided otherwise, no change in, modification, or termination of the terms hereunder shall be effective unless in writing and signed by the party to be charged therewith.

Name: _____

Signature: _____

Dated: _____

Title: _____

Address: _____

Tel #: _____

Fax: _____

E-mail: _____

(LESSOR'S SEAL)

# THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
## 2014-2015 SCHEDULE OF EQUIPMENT AND PRICES

**BID #38794**

VENDOR'S NAME:
ADDRESS:
CONTACT NAME:
TELEPHONE #:
FAX #:
EMAIL ADDRESS:

| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | | | (10) | | | (11) | | | (12) | (13) | | (14) | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| FACILITY TO SERVICE | NO. OF UNITS | TYPE & MAKE | MODEL & YEAR | TYPE OF BODY | BODY SIZE (YARDS) | BLADE & BUCKET SIZE | REVERSIBLE (YES OR NO) | HAULAGE RATE PER UNIT/PER MOVE | | | STANDBY RATE PER UNIT | | | OPERATING RATE PER UNIT | | | MIN. HOUR PER CALL/ PER UNIT | OVER TIME HOURS IN EFFECT | | LOC. OF EQUIP. | SPECIAL RATES (if any) |
| | | | | | | | | Flat Rate or Hourly | O/T Hour (TH) | O/T Hour (DT) | Hourly | O/T Hour (TH) | O/T Hour (DT) | Hourly | O/T Hour (TH) | O/T Hour (DT) | | (TH) | (DT) | | |
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